

# **SERVICE SPECIFICATIONS AND ADDENDUM**

*Care and Permanency*



**ORANGA  
TAMARIKI**  
Ministry for Children



# **ADDENDUM TO SERVICE SPECIFICATIONS**

*Care and Permanency*

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# PURPOSE OF THIS ADDENDUM

This Addendum is an update to the Service Specifications for Care and Permanency. It reflects legislative changes that come into effect on 1 July 2019. The key changes that have an impact on the Service Specifications for Care and Permanency are:

- A new purpose of the Oranga Tamariki Act 1989 (the Act), recognising mana tamaiti (tamariki), whakapapa, and the practice of whanaungatanga for Children and Young People who come to the attention of Oranga Tamariki (section 4(1)(g)), and a new duty of the Chief Executive to recognise and provide a practical commitment to the Treaty of Waitangi (te Tiriti o Waitangi) (section 7AA)
- New regulations, the Oranga Tamariki (National Care Standards and Related Matters) Regulations 2018 (National Care Standards), which clearly set out what Children and Young People can expect when they are in care or custody. The National Care Standards signal a commitment to lifting the quality of care by setting minimum standards for practice and the support provided to Children and Young People and their Caregivers. The National Care Standards are available online at: <http://www.legislation.govt.nz/regulation/public/2018/0111/latest/LMS56030.html>.
- New duties of the Chief Executive of the Purchasing Agency to provide support to young people moving from care to independence (sections 386AAA – 386AAG and 386A - C of the Act)

This Addendum outlines new requirements for the provision of Care and Permanency services from 1 July 2019.

The existing Service Specifications will remain in force, along with this Addendum, until fully revised Service Specifications are released. In the case of any conflict between the existing requirements of the Service Specifications and those outlined in this Addendum, the requirements in this Addendum will take precedence over those in the existing Service Specifications.

# NEW SERVICE REQUIREMENTS

## Mana tamaiti, whakapapa and whanaungatanga

The Purchasing Agency is required to ensure that its policies and practices have regard to mana tamaiti, whakapapa and whanaungatanga. When providing Care and Permanency under these Service Specifications, the Provider must also have regard to mana tamaiti, whakapapa and whanaungatanga for Children and Young People in care.

**Mana tamaiti** (tamariki) – means the intrinsic value and inherent dignity derived from a Child's or Young Person's whakapapa (genealogy) and their belonging to a whānau, hapū, iwi or family group, in accordance with tikanga Māori or its equivalent in the culture of the Child or Young Person

**Whakapapa**, in relation to a person – means the multi-generational kinship relationships that help to describe who the person is in terms of their mātua (parents), and tūpuna (ancestors), from whom they descend

**Whanaungatanga**, in relation to a person – means (a) the purposeful carrying out of responsibilities based on obligations to whakapapa: (b) the kinship that provides the foundations for reciprocal obligations and responsibilities to be met: (c) the wider kinship ties that need to be protected and maintained to ensure the maintenance and protection of their sense of belonging, identity, and connection.

In providing Care and Permanency, the Provider should seek to reduce disparities for tamariki Māori. For example, this may include:

- Ensuring that tamariki Māori and their whānau (hapū or iwi) participate in decisions affecting them at the earliest opportunity
- Placing tamariki Māori (including their siblings) where possible with members of their wider whānau, hapū, iwi or family group, and ensure support and assistance to meet their needs
- Establishing, maintaining and strengthening the cultural identity of tamariki Māori and their connections to whānau, hapū and iwi
- Supporting, strengthening and assisting tamariki Māori and their whānau to prepare for their return home or transition into the community

## National Care Standards

In providing the Care and Permanency service, the Provider is subject to the National Care Standards. Under these Service Specifications, the Provider is required to take all reasonable and practicable steps to comply

with the National Care Standards from 1 July 2019. The Provider will be aware that the National Care Standards include transitional provisions for meeting specific obligations. These include up to twelve months from 1 July 2019 for all Children and Young People currently in care to receive holistic needs assessments and support plans.

The Provider will also be aware of their obligation to monitor their own compliance with the National Care Standards by having systems in place for continuous improvement that identify and address areas of practice that require improvement (as per Part Six of the National Care Standards). Under these Service Specifications, the Provider is required to provide evidence of this self-monitoring activity to the Purchasing Agency. At the Provider's request, the Purchasing Agency will provide peer support for the development of a plan to satisfy this requirement. The Provider may choose to use the quality improvement plan template provided by the Purchasing Agency, or to use its own format. Any advice and assistance provided by the Purchasing Agency will be without prejudice.

## Allegations of abuse

Table 1 clarifies the roles and responsibilities of the Provider and the Purchasing Agency in responding to allegations of abuse.

**Table 1: Roles and responsibilities for responding to allegations of abuse**

Role of the Provider	Role of the Purchasing Agency
<ul style="list-style-type: none"> <li>• If an allegation of abuse or neglect is made while the Child or Young Person is in the care of the Provider: <ul style="list-style-type: none"> <li>○ Immediately inform the Purchasing Agency of any information received by calling the contact centre on 0508 326459. Also inform the Purchasing Agency Contract Manager</li> <li>○ Work with the Purchasing Agency to ensure the safety of the Child or Young Person</li> <li>○ Co-operate fully with the Purchasing Agency while it undertakes an investigation of the allegation. This includes providing information to the</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• If an allegation of abuse or neglect is made while the Child or Young Person is in the care of the Provider: <ul style="list-style-type: none"> <li>○ Inform the Provider of the allegation, and work with them to ensure the safety of the Child or Young Person</li> <li>○ Promptly investigate the allegation</li> <li>○ Consistently record all information received and activities undertaken in the course of the investigation</li> <li>○ Inform the Provider and, where appropriate, the Child or Young Person, of the outcome of the investigation and of any additional processes that arise from the investigation (for example, criminal</li> </ul> </li> </ul>

Role of the Provider	Role of the Purchasing Agency
<p>Purchasing Agency as requested</p> <ul style="list-style-type: none"> <li>○ Consistently record all information received and activities undertaken in the course of the investigation</li> <li>○ If the allegation is against one of the Provider's Caregivers (non-staff): <ul style="list-style-type: none"> <li>▪ Support the Caregiver during the investigation</li> <li>▪ Suspend the Caregiver's approval status if necessary, and inform the Purchasing Agency</li> <li>▪ Once the Purchasing Agency has reported the outcome of its investigation to the Provider, carry out a Caregiver review process (including a review of the Caregiver's approval status and the Caregiver support plan). Report the outcome of the review, and the outcomes of any additional processes that arise from the review, to the Purchasing Agency Social Worker carrying out the investigation, and the Purchasing Agency Contract Manager</li> </ul> </li> <li>○ If the allegation is against a member of the Provider's staff: <ul style="list-style-type: none"> <li>▪ Support the staff member during the investigation</li> <li>▪ Suspend the staff member if necessary, and inform the Purchasing Agency</li> </ul> </li> </ul>	<p>charges), and record this in the Child or Young Person's records</p> <ul style="list-style-type: none"> <li>•</li> </ul>



Role of the Provider	Role of the Purchasing Agency
<ul style="list-style-type: none"> <li>Once the Purchasing Agency has reported the outcome of its the investigation to the Provider, take these findings into account in completing an employment review. Report the outcome of the review, and the outcomes of any additional processes that arise from the review, to the Purchasing Agency Social Worker carrying out the investigation, and the Purchasing Agency Contract Manager</li> </ul>	

## Transition to independence

The Provider is required to work with the Purchasing Agency, and with any provider of transition support services contracted by the Purchasing Agency, to help ensure Young People moving to independence are seamlessly connected to the support they require.

Table 2 outlines the roles and responsibilities of the Provider and the Purchasing Agency under these Service Specifications to help ensure coordination of their activities for Young People who are transitioning to independence:

**Table 2: Roles and responsibilities to ensure coordination of activities for Young People who are transitioning to independence**

Role of the Provider	Role of the Purchasing Agency
<ul style="list-style-type: none"> <li>Where a Young Person meets the criteria outlined in section 386AAD(1) of the Act:<sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>Where a Young Person meets the criteria outlined in section 386AAD(1) of the Act:</li> </ul>

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<sup>1</sup> **3386AAD Young persons entitled to live with caregiver up to age of 21 years**

(1) This section applies to any young person (as defined in section 386AAA) who, after the age of 14 years and 9 months, is or has been, at any time for a continuous period of at least 3 months, in 1 or both of the following types of care or custody:

Role of the Provider	Role of the Purchasing Agency
<ul style="list-style-type: none"> <li>○ Before the Young Person leaves care, advise them that they are entitled to be supported to live with a Caregiver at any time and for any period from the age of 18 years up to the age of 21 years, and that they may request to do so at any time</li> <li>○ Talk to the Young Person about their wishes before they leave care and, if requested by the Young Person, at any time thereafter while they are still entitled to be supported to live with a Caregiver. If the Young Person wishes to live with their current Caregiver (if applicable) then, unless in the opinion of the Provider it would be likely to be detrimental to the wellbeing of the Young Person to live with that Caregiver, talk to the Caregiver to determine whether they are willing for the Young Person to continue living with them. If the Caregiver is willing, contact the Partnering for Outcomes Contract Manager, who will work with the Provider to establish the necessary contractual arrangements under the 'Entitlement to remain or return to living with a Caregiver' service</li> <li>○ If the Young Person wishes to live with a Caregiver with whom they have lived</li> </ul>	<ul style="list-style-type: none"> <li>○ When requested to do so by the Provider, work with the Provider to establish the necessary contractual arrangements under the 'Entitlement to remain or return to living with a Caregiver' service to enable a Young Person who is leaving or has left the Provider's care to live with a Caregiver under a support arrangement managed by the Provider</li> <li>○ If the Provider advises the Purchasing Agency that a Young Person wishes to return to live in a caregiving arrangement that was not managed by the Provider, with the support of the Provider take steps to facilitate that arrangement</li> <li>○ If the Provider requests the Purchasing Agency to facilitate an alternative caregiving arrangement, do so with the support of the Provider</li> <li>● If the Young Person is eligible for advice and assistance under section 386A of the Act: <ul style="list-style-type: none"> <li>○ Provide the Provider with the template to make referrals for transition support, and receive referrals from the Provider</li> <li>○ Coordinate the referral process, with input from the Provider</li> <li>○ Ensure that Young People referred for</li> </ul> </li> </ul>

(a) the care or custody of the chief executive, an iwi social service, a cultural social service, or the director of a child and family support service under any agreement or order referred to in section 361(a), (c), or (d):

(b) the care of the chief executive as the agent of the court under section 33(1)(c)(ii) of the Care of Children Act 2004.

Role of the Provider	Role of the Purchasing Agency
<p>previously, and if that caregiving arrangement was managed by the Provider, take the steps described above to seek to facilitate this arrangement</p> <ul style="list-style-type: none"> <li>○ If the Young Person wishes to live with a previous Caregiver, and if that caregiving arrangement was not managed by the Provider, advise the Purchasing Agency, and support the Purchasing Agency to facilitate this arrangement</li> <li>○ If, having followed these steps, no caregiving arrangement with any of the Young Person's current or previous Caregivers is available, talk to the Young Person about their wishes. If they wish to live with another Caregiver, either seek to facilitate an appropriate alternative caregiving arrangement, or contact the Purchasing Agency and support them to seek to facilitate an alternative caregiving arrangement</li> <li>● If the Young Person is eligible for advice and assistance under section 386A of the Act:<sup>2</sup></li> </ul>	<p>transition support receive the advice and assistance they require</p>

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<sup>2</sup> **386A Advice and assistance for young persons up to age of 25 years**

(1) This section applies to any young person (as defined in section 386AAA) who, after the age of 14 years and 9 months, is or has been, at any time for a continuous period of at least 3 months, in 1 or more of the following types of care or custody:

(a) a residential placement under section 234(c)(ii) or (iii), 235, 238(1)(d), 307(4), or 311 or in Police custody under section 236 or 238(1)(e):

(b) the care or custody of the chief executive, an iwi social service, a cultural social service, or the director of a child and family support service under any agreement or order referred to in section 361(a), (c), or (d):

Role of the Provider	Role of the Purchasing Agency
<ul style="list-style-type: none"> <li>○ When the Young Person turns sixteen, or six months before they leave care, whichever is sooner, carry out a referral for transition support using the template provided by the Purchasing Agency. Please contact the Partnering for Outcomes Contract Manager for the template. This referral includes informing the Purchasing Agency of the date that the Young Person will leave care, in accordance with section 386A(3) of the Act</li> <li>○ Participate in the referral process to the transition support service. This process will be coordinated by the Purchasing Agency, and will also involve providers of transition support services</li> <li>○ When a transition service provider is identified, meet with the transition worker assigned to the Young Person to discuss the support the Young Person requires</li> <li>○ Prepare the Young Person for transition to independence in accordance with the Provider's obligations under section 386A(2) of the Act and Part Five of the National Care Standards. This includes providing a copy of the assessment carried out under section 386A(2)(a) to the Purchasing Agency</li> </ul>	

(c) the care of the chief executive as the agent of the court under section 33(1)(c)(ii) of the Care of Children Act 2004:

(d) under remand or a prison sentence in the adult justice system (before turning 18).

Role of the Provider	Role of the Purchasing Agency
<ul style="list-style-type: none"> <li>○ Provide a copy of the assessment carried out under section 386(2)(a) to the Young Person's transition worker</li> <li>○ In accordance with section 386A(6), if a Young Person who has left the care of the Provider requests any support or further support, the Provider must refer the request to the Purchasing Agency</li> </ul>	

## New monitoring and reporting requirements

Table 2 includes a new requirement for reporting to the Purchasing Agency regarding the date that Young People in the care of the Provider will be leaving care, in accordance with the Provider's obligations under section 386A(3) of the Act. Additional reporting requirements to enable the Purchasing Agency to meet its obligations under the Act may be included in future releases of the Service Specification for Care and Permanency.

# SERVICE SPECIFICATIONS

*Care and Permanency*



**ORANGA  
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# ABOUT THESE SERVICE SPECIFICATIONS

## Who are these specifications for?

These specifications are for the Provider that Oranga Tamariki–Ministry for Children (Purchasing Agency) contracts with to provide services.

Outcome Agreements with Providers for these services 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 Purchasing Agency. 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 services consistently
- a resource tool to assist you in meeting the desired service outcomes
- a way for us to improve our responsiveness to feedback regarding changes to the service delivery component of the Outcome Agreement.

## How should these specifications be used?

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

## Will these specifications be revised?

This document is a living document and will be updated as required. The Purchasing Agency's 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 Purchasing Agency's national office using the attached Feedback Form (see Appendix Three).

## Where can you go for further information?

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

# RELATIONSHIPS

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

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

- act honestly and in good faith
- communicate openly and in a timely manner
- work in a collaborative and constructive manner
- recognise each other's' responsibilities
- encourage quality and innovation to achieve positive outcomes

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

## Cultural awareness

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

## Accessibility

Each party recognises that increased participation is supported by enhanced accessibility and recognises the diverse needs of all people, through:

- ease of communication
- flow of information
- physical accessibility.

# ABOUT CARE AND PERMANENCY SERVICES

## What are Care and Permanency Services about?

Care and Permanency Services are care services where the Purchasing Agency engages with an Iwi Social Service or Child and Family Support Service to provide Care and Permanency Services to meet the needs of Children and Young People who are referred to them for these Services.

Care and Permanency Services have previously been known as Full and Long Term Care.

Children and Young People in need of care and protection are the responsibility of the Purchasing Agency. This responsibility is delegated to Providers when they accept referrals for Care and Permanency of Children and Young People. In doing this, Providers and the Purchasing Agency undertake to fulfil the requirements of comprehensive and full time care for Children and Young People according to the provisions of the Key Elements (one to four), set out later in this Service Specification.

## Who is the Client Group?

The primary client group for Care and Permanency Services is:

- Children or Young People (birth to 18 years of age), who are in the custody of:
  - the Chief Executive
  - an iwi social service
  - a cultural social service
  - the Director of a child and family support service.

In certain circumstances, and with the agreement of the Chief Executive, the Care and Permanency Service may be provided for people between the ages of 18 years and 20 years where the Provider has additional guardianship orders under the Oranga Tamariki Act 1989 or the Care of Children Act 2004.

Where the Purchasing Agency refers a Child or Young Person to a Provider of this service the custody of the Child or Young Person will transfer from the Purchasing Agency to the Provider. The Provider assumes all care and social work responsibilities and works to achieve a permanent home for life outcome as previously identified by the Purchasing Agency.

## Transition:

Both Parties recognise that there may be a transition period where the custody status (and where applicable guardianship status) of Children and Young People is determined by the Court. While the Purchasing Agency may apply for discharge of custody and where applicable guardianship by the Purchasing Agency and the taking of orders by the Provider, the process is determined first by the review date in respect of each Child or Young Person and secondly by the Judge who makes the order. Other factors may impinge on the change of custody and guardianship status such as the view of the Lawyer for the Child and the parents' consent. It is the intention of the Purchasing Agency to pay for the Care and Permanency Services in anticipation of custody (and where applicable guardianship in favour of the Provider) so that during the transition period the Provider has the resources to enable it to take care of the Child or Young Person.

## Those referred for Care and Permanency Services with no timeframe:

Where Children and Young People who are in the custody and/or guardianship of the Provider and the likelihood of a home for life outcome is not going to be achieved in the near future, due to the high needs of the Child or Young Person, or the legal processes for permanency are being delayed, they may be considered for inclusion in this Service.

In some circumstances the Child or Young Person may remain in Care and Permanency Services until they reach their adult age. The circumstances of these Children and Young People are such that the Caregivers will need ongoing support from the Provider to be able to provide the level of care that is required.

The Purchasing Agency's Site office, whose budget will fund this Service to the individual Child or Young Person, must be in agreement with the Provider and acknowledge that these Children and Young People may be permanently placed with Caregivers and custody and/or guardianship will be with the Provider until they reach adulthood, unless another permanent outcome is achieved.

## What does Care and Permanency Services seek to achieve?

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

Care and Permanency Services seeks to achieve the following vision, purpose, focus, long term outcomes, and results for Children and Young People referred to this Service:

### Vision

#### Our Vision

Is that New Zealand values the well-being of tamariki above all else

#### Our Purpose

Is to ensure that all tamariki are in loving whānau and communities where oranga tamariki can be realised

#### Our Focus

Is on children and young people

- who are at significant risk of harm now and into the future as a consequence of their family environment, and/or their own complex needs
- who have offended or may offend in the future

### Long-term outcomes

By providing Services under the Outcome Agreement Providers contribute towards the Purchasing Agency's care and protection outcomes of:

- keeping Children safe from Child abuse and neglect
- preventing the insecurity of care
- addressing the effects of harm
- restoration or improvement of the Child or Young Person's wellbeing; and

Youth Justice outcomes of:

- reducing the rate and severity of Child and Youth re-offending
- holding young people to account for their offending

## Results

Children and Young People are safe and they are:

- returned home or
- placed permanently with family/whanau or
- placed permanently with non-family/whānau Caregivers or
- supported to planned independence.

## What are the Care and Permanency Services core principles?

Care and Permanency Services has the following core principles that underpin practice:

- ethical relationship between the Provider and the Child or Young Person
- trust and respect between all Parties
- and that the Children and Young People:
  - feel safe
  - develop healthy attachment patterns and strong, stable attachments with people who care about them so they can learn to trust others
  - are cared for in a nurturing family/whānau providing a safe, structured and loving home
  - develop strong connections with family/whānau and receive support within the wider community and
  - have the opportunity to establish a sense of belonging.

## How does Care and Permanency Services work?

Children and Young People are referred to Care and Permanency Services when returning to their family/whānau is no longer an option and an alternative permanent home is the desired outcome. The Provider takes the custody and guardianship of the Child/Young Person and actively seeks caregivers who want to give the Child or Young person a permanent home for life. The Provider will then give legal and social work support to the caregivers to help them gain custody of the Child/Young Person through the Court process.

The Provider's aim is to achieve a permanency outcome for the Child or Young Person within two years. This may take longer where there are legal difficulties or suitable caregivers are not forthcoming.

Where the likelihood of achieving permanency for a Child or Young Person is limited due to them requiring additional support the Child or Young Person may remain in the care service with the Provider. With this Service the Provider is not 'actively' seeking permanency with caregivers through the Court but this still remains a desired outcome for the Child or Young Person while they remain in the care and custody of the Provider.

Permanency will be achieved for a Child or Young Person when one of the following outcomes is achieved:

- a return home to the care and protection of one or both natural parents in accordance with an order of the Court; or
- permanent placement with family/whānau caregiver; or
- permanent placement with non-family/whānau caregivers; or
- independence as the result of a planned process.

## Targets and timeframes for the Purchasing Agency's referrals:

The Provider agrees that the target for achieving the outcomes set out in these specifications is two years in respect of each Child and Young Person from the time the custody of the Child or Young Person is made in favour of the Provider.

Where the target of two years is not met the Parties agree to review the progress towards the permanency outcomes for each Child or Young Person. A review meeting must be convened by the Purchasing Agency's Contract Manager with the Provider, Site Manager and Lawyer for the Child attending. As a result of this meeting one of the following options should be chosen for the ongoing permanency for the Child or Young Person and must be fully agreed by all Parties at the meeting:

- that the Child or Young Person should stay and have their timeframe for a permanent home for life extended for a specified period, with no bednight rate reduction
- that the Child or Young Person should stay and have their timeframe for permanent home for life extended for a specified period and their bednight rate be reduced
- that it is acknowledged that the permanent home for life outcome cannot be achieved at this time and the Child or Young Person should remain with these caregivers either until there is a change that allows for a permanent home for life to be achieved or they reach the age of 18 years and other arrangements are needing to be made
- failing all other options, consideration should be given to an application for Court orders in relation to the Child or Young Person in favour of the Chief Executive if the permanency outcomes are not being met.



## Social Sector Accreditation Standards

Providers delivering Care and Permanency service are required to meet Level One, Ministry of Social Development (MSD) specific accreditation standards. Providers are required to maintain their Accreditation Level according to the MSD's relevant Social Sector Accreditation Standards.

# PARTICIPATION AND VIEWS OF CHILDREN AND YOUNG PEOPLE

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

- Children and Young People have a right to participate in, and express their views in and/or about:
  - court proceedings under the Oranga Tamariki Act 1989
  - family group conferences (convening and proceedings)
  - planning (preparation of a plan and review of a plan)
  - any other action or decision that significantly affects them.
- Children and Young People must be:
  - encouraged and assisted to participate to a degree appropriate for their age and maturity, unless the person responsible (see below for definition) considers their participation to be inappropriate
  - given reasonable opportunities to freely express their views on matters affecting them, and any views that they express (either directly, or through a representative) must be taken into account.

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

## Person responsible

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

- for proceedings before a court - the judge, or other person presiding, and the barrister or solicitor representing the Child or Young Person
- for the convening and proceedings of a Family Group Conference - the person responsible for convening the conference (ie, the Care and Protection or Youth Justice Co-ordinator)
- for planning processes - the person directed by the court to prepare or review the plan (ie, the Chief Executive's delegate, usually the Purchasing Agency's Social Worker for the Child or Young Person)
- for any other process - the person responsible for taking the action or making the decision. Depending on the particular action or decision, this might be the Purchasing Agency's Social Worker or a Family Group Conference Co-ordinator.

## Access to independent services

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

- matters important to them relating to their own circumstances
- general matters relating to processes and services they have experienced under the Oranga Tamariki Act 1989.

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

- knows about the relevant independent services, and how to access them
- has the support they need to express their views.

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

Resources have been developed to support understanding and implementation of the changes. These can be viewed online with the [legislation reform information](#).

# SERVICE DELIVERY

## Where do Providers fit in the big picture?

Providers support the Purchasing Agency's Care and Protection and Youth Justice outcomes by having essential Care and Permanency Services available and delivered in a manner that is characterised by the Key Elements. Essential to this is a good working relationship with the local Purchasing Agency's Site.

## Who are the people Involved in Care and Permanency Services?

Suitable Providers of Care and Permanency Services are identified by the Purchasing Agency. Providers of Care and Permanency Services are identified as organisations that meet the following criteria:

- Approved under Section 396 of the Oranga Tamariki Act 1989
- demonstrate good organisational capability expertise in the provision of care services
- strong background and proven experience in working towards permanency
- demonstrated ability to manage and develop a comprehensive Care and Permanency Service
- experience in managing difficult behaviour in Children and Young People and
- strong local Purchasing Agency site relationships.

The Purchasing Agency's site staff should give consideration as to whether a Provider is better placed to achieve a home for life outcome for the Child or Young Person than the Purchasing Agency.

The Lawyer for the Child or Young Person is one of the parties with responsibility to work towards ensuring a permanent home for life for the Child or Young Person.

All caregivers with a Child or Young Person moving to home for life should be registered with the Permanent Caregiver Support Service.

## What activities does Care and Permanency Services focus on?

Care and Permanency Services primarily are for Children and Young People aged less than 18 years. In certain circumstances, and with the agreement of the Chief Executive, the Care and Permanency Service may be provided for people between the ages of 18 years and 20 years where the Provider has additional guardianship orders under the Oranga Tamariki Act 1989 or the Care of Children Act 2004.

The Care and Permanency Service includes:

- the Provider taking custody and guardianship (where applicable) in favour of Children and Young People by order of the Court
- arranging care
- recruiting and training Caregivers for care and permanency
- monitoring care
- social work and social work support
- meeting legal requirements
- planning for, achieving and supporting home for life.

## What are the Provider's responsibilities?

In addition to carrying out the responsibilities outlined in the Key Elements the Provider will:

- ensure the availability of the service for the term of the Outcome Agreement
- instruct its legal counsel to:
  - make the necessary applications in relation to each Child or Young Person for custody (and where applicable guardianship) in favour of the Provider Director; and
  - make an application for an order either that the Provider Social Worker or alternatively the Provider Director provide the Individual Care Plan for each Child or Young Person

- prepare the Individual Care Plan for each Child and Young Person
- comply with all of the conditions of any Court order in respect of any Child or Young Person
- meet the costs of daily care for each Child and Young Person
- recruit and approve Caregivers to provide the day to day care and or permanency of a Child or Young Person within the caregiver's home (foster care or permanent home for life)
- arrange for Approved Caregivers to provide care, control, and upbringing for Children and Young People to the standards documented in the Providers Approval documentation
- monitor the placement of each Child and Young Person with an approved Caregiver on a monthly basis by meeting separately with the Child or Young Person and her or his respective Caregiver to ascertain the safety and stability of the care that is being provided to each Child and Young Person
- meet the costs of assessment, recruitment, training, supervision and support of Caregivers
- ensure that the rates of payment determined by the Chief Executive under section 363 of the Oranga Tamariki Act 1989 as minimum are made to the Caregivers who provide the day-to-day care of Children and Young People
- comply with the standards for Approval
- provide the Care and Permanency Service in accordance with the Outcome Agreement and these Service Specifications
- engage social work staff who work with the Child or Young Person, Caregivers and the Child or Young Person's family/whānau of origin to achieve their permanent home for life outcome.
- The Purchasing Agency agrees to:
  - make referrals to the Provider for Care and Permanency Services
  - consider any Children or Young People proposed to remain long term with the caregiver if home for life cannot be achieved within the timeframes agreed under this Service
  - make an application where necessary for discharge of custody (and where applicable guardianship) orders in favour of the Chief Executive

- work with the Provider to achieve the outcomes set out in the Outcome Agreement and in these Service Specifications under Section Three "About Care and Permanency Services - How does Care and Permanency Services work"
- pay the Outcome Agreement Price according to the provisions of the Outcome Agreement for Care and Permanency Services
- for each referral give the Provider details about each Child or Young Person to enable the Provider to carry out an assessment to ensure that the Child or Young Person is appropriate for the referral. The Child or Young Person's details will include (without limitation and when known) the Child or Young Person's:
  - o age
  - o ethnicity including Iwi affiliation if Maori (where known)
  - o gender
  - o medical background (including physical, psychiatric and psychological)
  - o behaviour issues (including sexual offending)
  - o special needs
  - o schooling
  - o access arrangements
- supply the Provider with a copy of full case information for each Child and Young Person including the Individual Care Plan
- carry out all statutory Social Work relating to each Child and Young Person up until the time any orders in favour of the Chief Executive are discharged and/or orders are made in favour of the Director for the Provider
- set the rates of payment under section 363 (1) of the Oranga Tamariki Act 1989 and provide the Provider with this information prior to the commencement of the new rates where possible
- work with the Provider to achieve the outcomes set out in "How does Care and Permanency Services work"
- pay the Provider the Outcome Agreement Price according to the Outcome Agreement for providing the Care and Permanency Service on or before the agreed date and
- enter into annual care contracts with Providers and monitor the progress for those in the Care and Permanency Services.

## Key Elements:

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

- social work and supervision
- Caregiver recruitment, assessment, approval and training
- care
- individual needs
- legal services.

### Key Element 1: Social Work and Supervision

Key Element 1: Social Work and Supervision	
The Provider's Responsibilities	Purchasing Agency's Responsibilities
<p>The Provider agrees to take full case responsibility for each Child and Young Person identified by the Parties as being suitable for placement in the Care and Permanency Service including:</p> <ul style="list-style-type: none"><li>• receiving and processing the referral, needs assessment, health assessment and Individual Care Plan from the Purchasing Agency</li><li>• arranging or checking that recent medical examinations (including, where appropriate, psychiatric, psychological and parental assessment) of the Child or Young Person have been completed as part of the needs assessment</li><li>• carrying out social worker and Caregiver assessments (including identity, police, health and referee checks, and interview regarding suitability and capability to</li></ul>	<p>The Purchasing Agency agrees when referring to:</p> <ul style="list-style-type: none"><li>• Provide the Provider with details about the Child or Young Person that will enable the Provider to carry out an assessment to ensure that the placement is appropriate for the referral. The Child or Young Person's details will include (without limitation and when known) the Child or Young Person's details including:<ul style="list-style-type: none"><li>• age</li><li>• ethnicity including Iwi affiliation if Maori</li><li>• gender</li><li>• Gateway Assessment</li><li>• behavioural issues</li><li>• special needs</li><li>• schooling and access arrangements</li><li>• assessment information which may</li></ul></li></ul>



<p>perform care-giving tasks)</p> <ul style="list-style-type: none"> <li>• making the needs assessment and Individual Care Plan from the Purchasing Agency available to Caregivers on placement of the Child or Young Person within five Working Days</li> <li>• the Child or Young Person must be encouraged and assisted to participate and express their views in the development and review of their Care Plan, practical examples of achieving this is by: encouraging them to attend, providing an opportunity and support to express their views prior to such meetings or having support to attend or express their views</li> <li>• involving the Caregiver in Care Placement Plan development</li> <li>• liaising with the referring Purchasing Agency's Social Worker, Caregivers and parents and, when requested, facilitate access visits</li> <li>• providing 24-hour backup and problem-solving facilities</li> <li>• ensuring the admissions and discharges from care follow the Providers' formal policies and procedures</li> <li>• reviewing cases of placement breakdown or threatened placement breakdown with Caregivers and finding an alternative placement in the event of a placement breakdown</li> <li>• identifying special needs of the Child or Young Person</li> </ul>	<p>include Cage Kessler screen and wellbeing assessments for Young People for whom the Purchasing Agency considers should be screened</p> <ul style="list-style-type: none"> <li>• supply the Provider with a copy of the Individual Care Plan for each Child and Young Person outlining the role of the Provider within three Working Days of placement</li> <li>• carry out all statutory Social Work relating to each Child and Young Person and their family/whanau</li> </ul>
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<ul style="list-style-type: none"> <li>• developing and reviewing the Care Placement Plan based on achieving identified permanency outcomes and other identified outcomes sought</li> <li>• addressing specific needs of an individual Child or Young Person</li> <li>• working with the Child or Young Person, Caregivers and significant others toward planned outcomes</li> <li>• monitoring the Child or Young Persons Care Placement Plan</li> <li>• maintaining records of Child and Young Person's history, including the life storybook for the Child or Young Person</li> <li>• preparing progress reports, reviews and plans for Family Group Conference or Court process serving, including consulting or briefing legal advisors</li> <li>• registering an Accident Compensation Corporation sensitive claim if required</li> <li>• register the permanent caregiver with the Permanent Caregiver Support Service (PCSS) and engage with the PCSS and seek approval of the post permanency support plan prior to the orders being discharged</li> <li>• for those transitioning to independence ensure their transition plans include living arrangements, networks of support, health and welling being and lifeskills</li> <li>• supporting all people involved to resolve any complaints or disputes they may</li> </ul>	
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<p>have regarding the placement and case management and</p> <ul style="list-style-type: none"> <li>managing the discharge process in a planned consultative manner with interested parties.</li> </ul>	
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## Key Element 2: Caregiver Recruitment and Training

Key Element 2: Caregiver Recruitment and Training	
The Provider's Responsibilities	Purchasing Agency's Responsibilities
<p>The Provider agrees to ensure recruitment, assessment, approval and training of Caregivers by:</p> <ul style="list-style-type: none"> <li>• putting in place recruitment processes including advertising, meetings, appeals, dissemination of information, pamphlets (etc)</li> <li>• carry out Caregiver approval and vetting including an information request to the Purchasing Agency with the Caregiver's fully informed consent. Requests are to be sent to the Purchasing Agency's Caregiver Vetting Services:</li> </ul> <p>Health Safety and Security Team PO Box 1556 Wellington 6140 Email: NGO_Caregiver_Vetting@msd.govt.nz</p> <ul style="list-style-type: none"> <li>• review a new Caregiver's approval within the first six months of commencing and thereafter annually (includes review of ongoing suitability and capability)</li> <li>• At least every two years the caregiver review should include:</li> <li>• police check (including family violence check) on the caregiver and household members age 17 years and older</li> <li>• providing induction training and provision of opportunities for on-going</li> </ul>	<ul style="list-style-type: none"> <li>• When requested by the Provider, the Purchasing Agency will provide information on potential Caregivers where Privacy and Official Information requests have been received with fully informed consent.</li> </ul>

<p>caregiver training and development</p> <ul style="list-style-type: none"> <li>• providing generic care training on care-giving dynamics (two sub-components, i.e. family/whānau or non-kin Caregivers) and</li> <li>• undertaking recruitment programmes for permanency placements, selection and preparation of the new family/whānau.</li> </ul>	
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### Key Element 3: Care

Key Element 3: Care	
The Provider's Responsibilities	Purchasing Agency's Responsibilities
<p>The Provider agrees to provide care in a manner to achieve the outcomes of this Service Specification by:</p> <ul style="list-style-type: none"> <li>• providing a safe and emotionally nurturing living environment in which the Child or Young Person's developmental needs can be met</li> <li>• providing food, clothing, shelter and management of health needs</li> <li>• ensuring the Child or Young Person is actively occupied and supervised, including access to education as required under the Education Act 1989</li> <li>• ensuring that Children's or Young Person's daily programmes are compatible with her or his Individual Care Plan</li> <li>• ensuring the Caregiver's home is managed according to the systems, policies and procedures under section</li> </ul>	<ul style="list-style-type: none"> <li>• The Purchasing Agency will undertake its responsibilities pursuant to section 363 of the Oranga Tamariki Act 1989, and will advise the Provider of any change.</li> </ul>

<p>396 of the Oranga Tamariki Act 1989</p> <ul style="list-style-type: none"> <li>• ensuring 24 hour back up and adequate relief Caregivers are available</li> <li>• ensuring that professional social work support is provided to Caregivers</li> <li>• investigating complaints and allegations against Caregivers</li> <li>• monitoring the quality of the care provided by Caregivers</li> <li>• managing the administrative functions of Caregivers and relieving Caregivers</li> <li>• ensuring Caregivers are paid board payments which are no less than the current board and related allowances as determined by the Chief Executive under section 363 of the Oranga Tamariki Act 1989</li> <li>• where the Purchasing Agency pay a higher care allowance the Provider shall pay the Caregiver that rate.</li> </ul>	
<p>The Provider agrees to provide care in a manner to achieve the outcomes of this Service Specification by:</p> <ul style="list-style-type: none"> <li>• providing a safe and emotionally nurturing living environment in which the Child or Young Person's developmental needs can be met</li> <li>• providing food, clothing, shelter and management of health needs</li> <li>• ensuring the Child or Young Person is actively occupied and supervised, including access to education as required under the Education Act 1989</li> </ul>	<ul style="list-style-type: none"> <li>• The Purchasing Agency will undertake its responsibilities pursuant to section 363 of the Oranga Tamariki Act 1989, and will advise the Provider of any change.</li> </ul>

<ul style="list-style-type: none"> <li>• ensuring that Children's or Young Person's daily programmes are compatible with her or his Individual Care Plan</li> <li>• ensuring the Caregiver's home is managed according to the systems, policies and procedures under section 396 of the Oranga Tamariki Act 1989</li> <li>• ensuring 24 hour back up and adequate relief Caregivers are available</li> <li>• ensuring that professional social work support is provided to Caregivers</li> <li>• investigating complaints and allegations against Caregivers</li> <li>• monitoring the quality of the care provided by Caregivers</li> <li>• managing the administrative functions of Caregivers and relieving Caregivers</li> <li>• ensuring Caregivers are paid board payments which are no less than the current board and related allowances as determined by the Chief Executive under section 363 of the Oranga Tamariki Act 1989</li> <li>• where the Purchasing Agency pay a higher care allowance the Provider shall pay the Caregiver that rate.</li> </ul>	
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In regard to the reasonable needs for Children and Young People the Parties have the following responsibilities:

#### Key Element 4: Individual Needs

Key Element 4 : Individual Needs	
The Provider's Responsibilities	Purchasing Agency's Responsibilities
<p>The Provider agrees to provide Children and Young People with the following individual needs (including but not limited to):</p> <ul style="list-style-type: none"> <li>reasonable clothing – including where appropriate toiletries, brushes/combs, nappies, bottles and formula, school uniform, recreational clothes, an age appropriate “good” outfit, nightwear, shoes, socks and rain gear</li> <li>education needs – including books, stationery, school fees, school trips/camps, travel to the school, and special education needs through the Special Education (GSE) services</li> <li>recreational needs – including club fees, sports clothing, and sports equipment/gear</li> </ul>	<p>For those Children or Young People referred by the Purchasing Agency to Care and Permanency Service:</p> <ul style="list-style-type: none"> <li>Subject to any limits that are determined from time to time by the Chief Executive through The Purchasing Agency's Site Manager may make payments under section 363(3) of the Oranga Tamariki Act 1989, at a higher rate than that determined under section 363(1) in cases where there is special need.</li> <li>Extraordinary expenses such as supervised access, orthodontic work and psychological assessment, air travel where it is the only viable means of transportation for achieving permanency outcomes and specialist medical requirements require prior written agreement from the Purchasing Agency.</li> </ul>



<ul style="list-style-type: none"> <li>• medical, optical and dentistry - including routine medical care (doctors' visits, prescriptions, x-rays, ambulance), spectacles, and dentistry (routine dentistry should be free for Children and Young People up to 16 years, please use these dentists)</li> <li>• social work services - including routine social worker contact with family/whānau to maintain contact with the Child or Young Person, social work supervision of the placement, reports of the care of the Child or Young Person for Family Group Conferences and Court reviews and</li> <li>• counselling – consideration should initially be given to clarifying what counselling is covered by Accident Compensation Corporation and utilising that funding source, and other counselling.</li> </ul>	
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## Key Element 5: Legal

Key Element 5: Legal	
The Provider's Responsibilities	Purchasing Agency's Responsibilities
<p>Instruct its legal counsel to:</p> <ul style="list-style-type: none"><li>• make the necessary applications in relation to each Child or Young Person for custody (and where applicable guardianship) in favour of the Director of the Provider and</li><li>• make an application for an order either that a Provider social worker or alternatively the Director of the Provider provide the Individual Care Plan for each Child or Young Person identified under the Outcome Agreement.</li></ul>	<p>The Purchasing Agency acknowledges that the Provider may need to instruct legal counsel to represent it in hearings in respect of some Children and Young People under the Outcome Agreement that are outside the usual plan and review process. the Purchasing Agency agrees to:</p> <ul style="list-style-type: none"><li>• provide financial assistance, the level of which is to be determined by the Purchasing Agency on a case- by-case basis and will be advised in writing</li><li>• make an application where necessary for discharge of custody (and where applicable guardianship) orders in favour of the Chief Executive.</li></ul>

## Complaints and Allegations against a Provider's Caregivers

Please see pages 5 - 7 of the Addendum to this Service Specification.

## Insurance and Claims for Damage to Caregiver or the Provider's Property

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

The Purchasing Agency may consider requests for reimbursement regarding:

- uninsurable deliberate damage caused by a Child or Young Person in care of a Provider
- accidental damage and insurable deliberate damage caused by Children and Young People in the care of a Provider.

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

Any request for reimbursement under this section will be considered by the Purchasing Agency in accordance with its policies, procedures and business rules which are available from the Purchasing Agency.

## Incident Reporting

The Provider will notify all the individuals as listed below of any serious or significant incidents and in particular any that might compromise the Child or Young Person's eligibility to remain with the Service.

**Table 1A: Description of Serious and Significant Incidents**

Serious Incidents	Incident Category	Who must the Provider contact
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Serious Incidents	Incident Category	Who must the Provider contact
<ul style="list-style-type: none"> <li>• Death of any Child or Young Person</li> <li>• Absconding where it is likely to result in danger or risk to the Child or Young Person or to the community</li> <li>• Any serious assault (violence and/or sexual) committed (or alleged to be committed) by a Child or Young Person</li> <li>• Any other serious offence committed (or alleged to be committed) by a Child or Young Person</li> <li>• Use or supply of class A drugs</li> <li>• Allegations of assault against the Child or Young Person</li> </ul>	<b>A</b>	<p>Within one hour of any of these listed incidents occurring:</p> <ol style="list-style-type: none"> <li>1) The Police, and the Purchasing Agency via the Call Centre (0508 FAMILY)</li> <li>2) The Regional Executive Manager and the Contract Manager</li> <li>3) Complete an incident report form and email to the Purchasing Agency Regional Executive Manager, the Child or Young Persons Social Worker and the Contract Manager within 24 hours of event occurring</li> </ol>
<ul style="list-style-type: none"> <li>• Attempted suicide</li> <li>• Allegations of assault against the Child or Young Person</li> </ul>	<b>B</b>	Reporting as Category A but do not include the Police

<ul style="list-style-type: none"> <li>• Inappropriate Sexual Behaviour</li> <li>• Suicide Ideation or self-harm not requiring hospitalisation</li> <li>• Misuse of alcohol or drugs</li> <li>• Medical illnesses or conditions or injuries to a Young Person requiring hospitalisation</li> <li>• Serious damage to property caused by the Young Person</li> <li>• Any use of force by employees or caregivers</li> <li>• Hunger Strikes</li> <li>• Occasions that necessitate calling upon emergency services for assistance</li> <li>• Absconding not reported under serious incidents and any other absences without leave (either from school or placement)</li> <li>• Any incident referred to above likely to attract media attention (report within one hour)</li> </ul>	<b>C</b>	<p>Within 24 hours of event occurring:</p> <ul style="list-style-type: none"> <li>• Report incident to the Child or Young Persons Purchasing Agency's Social Worker</li> <li>• For absconding follow Table 3 Missing Child or Young Person process</li> </ul> <hr/> <ul style="list-style-type: none"> <li>• Incident Reported as part of Monthly Reporting to Contract Manager.</li> <li>• Exception is any incident that is likely to attract media attention this should be reported within one hour to: <ul style="list-style-type: none"> <li>- Regional Executive Manager</li> <li>- Contract Manager</li> </ul> </li> </ul>
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**Table 1B: Incident Reporting**

The Role of the Purchasing Agency	Responsibility of the Provider and included in the Outcome Agreement Price
<p>The Purchasing Agency's contact details for incident reporting are:</p> <ul style="list-style-type: none"><li>• the Purchasing Agency's Social Worker for each Child or Young Person (whose contact details will be in the referral documentation and the Child or Young Person's Individual Care Plan)</li><li>• the Purchasing Agency's Social Worker's Supervisor, (whose contact details will be in the referral documentation)</li><li>• the Purchasing Agency's Regional Executive Manager (whose contact details have been provided to you by your Contract Manager)</li><li>• the Contract Manager (whose contact details are in the Outcome Agreement).</li></ul>	<p>The Provider will:</p> <ul style="list-style-type: none"><li>• nominate a person or people to be the contact for the Services in relation to incident reporting. A contact must be available to the Purchasing Agency 24 hours each day</li><li>• ensure that incidents involving actual or potential harm to Children or Young People and staff members are investigated promptly, the results documented and reported to Purchasing Agency without delay and in accordance with this Outcome Agreement</li><li>• notify all of the individuals listed in table 1A of all significant incidents and in particular any that might compromise the Child or Young Person's eligibility to remain in the Services within 24 hours of that significant event occurring.</li></ul>

## Missing Child or Young Person

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

- whose whereabouts are unknown **and**
- there are genuine fears for the safety or concerns for the welfare of that person.

Child or Young People will be considered missing until they are located and their wellbeing or otherwise is established.

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

### Process

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

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

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

**Table 2: Missing Child or Young Person**

	Action	The Purchasing Agency and Provider Responsibilities
1	Risk assessment completed to determine if the Child or Young Person is an unauthorised absence or a missing person and what response is required.	<p>The initial assessment can be completed by the Provider or the Provider in consultation with the Purchasing Agency.</p> <p>Business Hours: The Purchasing Agency's Social Worker for Child or Young Person</p> <p>After Hours: National Contact Centre.</p>
2	Decision is made that the Child or Young Person is an unauthorised absence, a casenote is recorded on CYRAS and the status is regularly reviewed.	<p>The Provider to regularly liaise with the Purchasing Agency.</p> <p>The Purchasing Agency's Social Worker records and keeps updated the CYRAS record.</p> <p>Business Hours: The Purchasing Agency's Social Worker for Child or Young Person.</p> <p>After Hours: National Contact Centre.</p>
3	Decision is made that the Child or Young Person is missing.	<p>The Provider in consultation with the Purchasing Agency.</p> <p>Business Hours: The Purchasing Agency's Social Worker for Child or Young Person</p> <p>After Hours: National Contact Centre.</p>
3b	<p>Urgent response required:</p> <p>Call Police 111. Missing Person report (POL 67) is completed and emailed to missing_persons@ot.govt.nz.</p>	<p>The Provider to call Police via 111 and then complete the Missing Person Report and email it to missing_persons@ot.govt.nz, copying in the Purchasing Agency's Social Worker for Child or Young Person.</p> <p>If it is after hours also advising the National Contact Centre.</p> <p>A photo should be included, where available.</p>
3b	<p>Routine response required:</p> <p>Missing Persons form is completed and emailed to: missing_persons@ot.govt.nz.</p>	<p>Provider to complete the Missing Person Report, and email it to missing_persons@ot.govt.nz, copying in Purchasing Agency's Social Worker for Child or Young Person.</p> <p>If it is after hours also advising the National Contact Centre.</p> <p>A photo should be included, where available.</p>



	Action	The Purchasing Agency and Provider Responsibilities
4	The Child or Young Person's family/whānau are advised.	Purchasing Agency to contact the family/whānau.  Business Hours: The Purchasing Agency's Social Worker for Child or Young Person.  After Hours: National Contact Centre.
5	If the Child or Young Person is located and they are not being returned to their previous placement i.e. there is a change of placement.	The Purchasing Agency will advise/consult with the Provider.  Business Hours: The Purchasing Agency's Social Worker for Child or Young Person  After Hours: National Contact Centre.
6	The 'Missing Person Located' form (POL 67a) is completed and emailed to:  missing_persons@ot.govt.nz.	The Provider to complete the Missing Person Located form, and email it to missing_persons@ot.govt.nz, copying in the Purchasing Agency's Social Worker for Child or Young Person, and if it is after hours, advising the National Contact Centre.
7	The Child or Young Person is interviewed.	Discussion between the Purchasing Agency and the Provider as to purpose of the interview and who is most appropriate person to complete this.
8	If the Child or Young Person is a repeat missing person a review of their management is required.	Jointly by the Purchasing Agency and the Provider and including Police as appropriate.

# REPORTING

## What reports are required by Purchasing Agency?

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 Purchasing Agency has agreed on the quantity and nature of services the funding supports, and is required to report to Government that this has been achieved.

### Monthly Service Reports:

The Provider must complete a monthly service report as set out in Appendix One to these Specifications. This Report will be sent to the Purchasing Agency, within five Working Days of the start of the month following the month in which the Service was supplied.

The Purchasing Agency will supply the Provider with an electronic monthly service report template at the start of each year.

## Incident Reporting

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

### Financial Reports

The Provider is required to present independently audited annual financial statements as part of the ongoing Approval process. Those annual financial statements must show:

- i. the money received under the Outcome Agreement as a separate income item
- ii. the money received under the Outcome Agreement that has been expended in the provision of the Service.

## Meetings

The Provider will be responsible to arrange to meet with the Purchasing Agency's Site Manager and Social Worker (if required) **each month for the first six months** following the time of the transfer of the Child or Young Person to the Provider from the Purchasing Agency. After that period the meetings must be at least every six weeks to discuss all aspects of the Care and Permanency Service including case management and Individual Care Plans for Children and Young People who are receiving the Service. The Purchasing Agency's Contract Manager will attend these meetings at least quarterly so that matters relating to this Outcome Agreement, operational matters and any other relevant matters will be managed appropriately. Additional people, such as legal representation may be invited as necessary.

The Parties agree that the agenda for each meeting will include the following:

- i. latest monthly Bednight usage form (Appendix One)
- ii. permanency planning and progress for each Child or Young Person
- iii. ongoing review of the financial plans
- iv. upcoming Court reviews and reports for these reviews
- v. potential new referrals and capacity
- vi. any other issue such as mutual training.

Where any issue raised at the meetings is not resolved it will be referred to the relevant Purchasing Agency's Regional Director for resolution.

## Family Services Directory

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

# DEFINITIONS

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

- Accreditation: The Social Services Accreditation team ensures that providers have the capability and capacity to deliver quality social services to communities. This is achieved by ensuring providers meet a consistent set of standards that meet legislative and policy requirements. 'Accreditation' and 'Approval' (as stipulated under the Oranga Tamariki Act 1989) are synonymous and may be used interchangeably.
- "Care Placement Plan" means a plan developed by the Provider which is based on the Individual Care Plan that details the needs of each Child and Young Person in care and how these needs are to be met;
- "Caregiver" means a person trained by the Provider to provide the caregiving services for a Child or Young Person placed in their care for and on behalf of the Provider, and "Caregivers" has a corresponding meaning;
- "Chief Executive" means the Chief Executive of the Purchasing Agency.
- "Child" and "Young Person" derive their meanings from the Oranga Tamariki Act 1989 and "Children", "Young People" and "Youth" shall be construed accordingly;
- "Family Group Conference" means a meeting convened or reconvened by a care and protection co-ordinator in accordance to section 20 of the Oranga Tamariki Act 1989;
- "Individual Care Plan" means a plan developed by the Purchasing Agency or The Provider which includes an analysis of the assessed needs of the Child or Young Person and their family/whanau, the planned outcomes, the interventions and strategies used to implement the plan, and the timeline required to achieve the jointly agreed upon outcomes;
- "The Purchasing Agency's Site Manager" means the manager responsible for the budget and the Purchasing Agency's Social Workers in a given geographic location;
- "The Purchasing Agency's Site Office" means the local operations site of the Purchasing Agency and Site has a corresponding meaning;
- "The Purchasing Agency's Social Worker" means a person employed by the Purchasing Agency under Part 5 of the State Sector Act 1988 as a social worker;

- “Outcome Agreement” means the contract entered into by the Provider and the Purchasing Agency for these Services;
- “Services” means the services to be provided by the Provider and “Service” has a corresponding meaning;
- “Social Worker” means a person with a recognised social work qualification.

# APPENDIX ONE

## The Purchasing Agency’s Monthly Bednights Usage Form

Oranga Tamariki Monthly Bednight Usage Form For: Care and Permanency

Provider No: XXXX  
Contract No: XXXX

Date From: 1 July 2018  
Date To: 30 June 2019

Signed By:  
Position:

Provider Name: XXXXX

Financial Year: F2019

Default OT Site of Referral:

NO:	Child/Young Person Name	OT/Act Sec	Oranga Tamariki Site of Referral	Date first in Care	Discharge Date	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total	SW Initials	Comments:
CYP					Total Bednights:	0	0	0	0	0	0	0	0	0	0	0	0	0		
1																				
2																				
3																				
4																				
5																				
6																				
7																				
8																				
9																				
10																				
11																				
...																				

# APPENDIX TWO

## Monthly Incident Reporting

Provider Name:			MONTHLY: (e.g.1 July 2018 to 31 July 2018)	
Name of Child or Young Person	Date	Significant or Serious Incidents as defined in Figure One-Describe incident	Describe Mitigation strategies which are being implemented to prevent recurrence of incident	Other relevant information
John Doe	12 July 2018	Serious – assaulted caregiver when not allowed to go out at night. Caregiver required hospital visit and stitches.	Removed to a Purchasing Agency's residence	Contacted social worker and Police called

# APPENDIX THREE

## Provider Feedback form

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