

Outcome Agreement (Bilateral)

The Ministry of Justice
and
Community Law Canterbury

Contract Name	Contract for the provision of Community Legal Services
Contract Number (if relevant)	19468
Commencement Date	1 July 2023
Expiry Date	30 June 2028
Total contract value (excluding GST)	See Appendix 5.

Outcome Agreement

Parties

The Sovereign in right of New Zealand acting by and through the Secretary for Justice as Chief Executive of the Ministry of Justice (**Purchasing Agency**)

Community Law Canterbury (**Provider**)

Introduction

- A The Purchasing Agency engages the Provider to provide the Services on the terms of this Outcome Agreement (including the Framework Terms and Conditions).
- 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 Framework Terms and Conditions (3rd edition), as added to or modified in accordance with clause 9 below, are part of this Outcome Agreement. The Framework Terms and Conditions are available at www.procurement.govt.nz

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).
- 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 Relationship between this Outcome Agreement and Provider's professional and legal obligations

- 2.1 In providing the Services under this Outcome Agreement, the Provider will comply with all applicable professional and legal obligations that apply to the Provider.
- 2.2 Nothing in this Outcome Agreement requires the Provider to do or permit anything that would be contrary to the Provider's professional and legal obligations.

2.3 In the event that the Provider considers that an action, request, or direction by the Purchasing Agency is inconsistent with the Provider's professional and legal obligations, the Provider will bring that to the Purchasing Agency's attention as soon as possible.

3 Term of this Outcome Agreement

3.1 This Outcome Agreement will commence on 1 July 2023 and continue until 30 June 2028 unless terminated earlier in accordance with the Framework Terms and Conditions.

4 Services, Outcome(s) and Performance Measures

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

4.2 In providing the Services, the Provider will meet or exceed any performance measures set out in Appendix 1. 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.

5 Payment

5.1 Subject to the Purchasing Agency's rights under clause 12 of the Framework Terms and Conditions (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.

6 Contract management

6.1 The contract management arrangements for this Outcome Agreement (including monitoring, reporting and audit) are set out in Appendices 2 to 4.

6.2 The Parties will comply with all applicable obligations under Appendices 2 to 4.

7 New IP

7.1 If, contrary to the intellectual property clauses in the Framework Terms and Conditions, any New IP is to be owned by the Purchasing Agency that will be recorded in Appendix 6.

7.2 Any Agreed Uses of New IP are recorded in Appendix 6.

8 Privacy and Data Protection Requirements

8.1 Any Confidential Information that is shared between the Purchasing Agency and the Provider will be managed in accordance with the requirements set out in Appendix 7.

9 Relationship Managers and contact details

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

Purchasing Agency:

Relationship Manager: James Frazer

Postal address: DX SX 10088

Physical address: Justice Centre, 19 Aitken Street, Thorndon, Wellington.

Email address: james.frazer@justice.govt.nz

Phone number: 04 978 7077

Provider:

Relationship Manager: Paul O'Neill

Postal address: PO Box 2912

Christchurch 8011

Physical address: 198 Montreal Street, Christchurch

Email address: paul@canlaw.org.nz

Phone number: s9(2)(a)

s9(2)(a)

10 Changes or additions to the Framework Terms and Conditions

10.1 The Parties agree to amend the Framework Terms and Conditions as set out in Appendix 8.

10.2 Except as set out in Appendix 8, the Framework Terms and Conditions remain in full force and effect in relation to this Outcome Agreement.

Signatures

Signed as an agreement

for and on behalf of the Purchasing Agency as follows:

s9(2)(a)

27/7/23

Signed by Carl Crafar, Chief Operating Officer

Date

Signed as an agreement

for and on behalf of the Provider as follows:

s9(2)(a)

11/7/23

Signed by

Date

s9(2)(a)

PAUL O'NEILL
CHIEF EXECUTIVE

Appendix 1 – Services, Outcomes to be achieved, and performance measures

1.1. The different categories of Services and the type of activities they include are more particularly set out in Appendix 9.

Outcome (Population)	This Service is to contribute towards the Purchasing Agency's purpose: All people in Aotearoa New Zealand live in a safe and just society
Indicator (population)	<ol style="list-style-type: none"> 1. Number of people in Aotearoa New Zealand/number of Clients who use Casework services 2. Number of people in Aotearoa New Zealand/number of Participants in Law-Related Education 3. Court utilisation rate 4. New Zealanders have confidence that their human rights are protected

Casework services: Legal Advice (including assistance) and Legal Representation (including assistance)

#	Performance measure and contracted volume	Explanation
1	<p># of Casework Clients</p> <p>Target: 4180 - 4640</p>	<p>"Case work Clients" in this measure means:</p> <p>1: the number of individual, physical Clients who received Casework services (Legal Advice (including Assistance) / Legal Representation (including Assistance) from 1 July 2023 -30 June 2028.</p> <p>2: Any Clients whose files were opened in the 2022-23 financial year and are still active as at 1 July 2023.</p> <p>Note:</p> <ul style="list-style-type: none"> • "Active" in this measure means: A Client file in the database that were updated during the current financial year. • The full reporting measures Community Law Centres (CLCs) are required to record to support Client numbers, are described in Appendix 3.

#	Performance measure and contracted volume	Explanation
2	90% of Clients who completed the evaluation forms report the service given to them has helped them understand their options.	# of Clients who report the service given to them has helped them understand their options/ # of Clients who completed the evaluation form.

Law-Related Resource Development (LRRD)

#	Performance measure and contracted volume	Explanation
3	# of hours spent developing legal resources for public information or education	This includes any work to develop law-related resources to be used during LRE sessions or distributed in the form of LRI.

Law-Related Education (LRE)

#	Performance measure and contracted volume	Explanation
4	# of education sessions delivered Target: 180	Education sessions include both those delivered by the Provider and those arranged by the Provider.
5	# of Participants who attended the education sessions Target: 3,600	
6	# of hours spent delivering LRE sessions	Hours spent delivering education sessions (face to face and online) on legal topics in the form of presentations and workshops for the public, agencies, and other groups.
7	90% of Participants surveyed report they found the LRE session improved their understanding of the topic covered.	Number of Participants who report the LRE session improved their understanding of the topic covered /number of Participants who completed the evaluation form. Question to be incorporated in the CLCs surveys.

#	Performance measure and contracted volume	Explanation
8	90% of Participants who have completed surveys reported they would recommend the LRE session to friends or whānau.	Question to be incorporated in the CLCs surveys. The way that the Provider arranges to survey its Participants e.g. phone, email, post or in person, is at the Provider's discretion, so long as the Provider retains a written record of the surveys, the Purchasing Agency's questions (as set out in #7 and #8 of this table) are included, and the method of surveying Participants is consistent.
9	20% of education sessions are delivered to local Māori rūpū, hapū, iwi and community groups or providers who work closely with Māori	This performance measure only counts organisations that aim to support and develop Māori. Schools and/or organisations may be included if the CLC makes an assessment that this is a clear aim of the school and/or organisation.

Community Engagement

10	# of engagement activities completed by the Provider with members of the local Māori community, Clients who identify as Māori or local Māori rūpū, hapū, iwi, and community groups or providers who work closely with Māori. Target: 35	Each engagement record must state what was achieved. Reporting template will capture when, who, what, activity purpose and outcome of activity.
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Law-Related Information services (LRI)

#	Performance measure and contracted volume	Explanation
11	Number of LRI Recipients	This measure refers to the provision and dissemination of law-related information to identifiable Recipients.
12	# of hours spent providing or disseminating law-related Information	Time spent publishing and providing LRI in both hard copy and electronic materials such as brochures, fact sheets, translated materials, booklets, posters, website referrals and referrals to service providers or anything similar.

1.2. The Provider, acting reasonably, may request that the Purchasing Agency review the service targets during the term of this Outcome Agreement. The Purchasing Agency may review the service targets if, in the Purchasing Agency's opinion, they determine the request to be reasonable. If the Purchasing Agency agrees to review the service targets, the Purchasing Agency may, following such review, amend the targets set out in the tables above at its discretion and notify the Provider of such amendment. The Parties agree to enter into a variation as required to record such amendment.

Appendix 2 – Monitoring by the Purchasing Agency

Service *	Monitoring activity *	Time and frequency of monitoring activity *
Community Legal Services	The Purchasing Agency will visit the Provider. The monitoring will be aimed at obtaining assurance that the Services are being delivered as specified and that the Provider is meeting all contractual requirements.	Once a year, at a time to be agreed between the Provider and the Purchasing Agency
Community Legal Services	Phone call with the Provider	At least once a quarter, at a time to be agreed between the Provider and the Purchasing Agency
Quality Assurance Monitoring of the Services	The Purchasing Agency will carry out any additional monitoring activities it sees fit in relation to the Provider or the delivery of Services.	As required by the Purchasing Agency

Appendix 3 – Reporting by the Provider

1.1. The reports will be provided in the format attached at Appendix 9a or as otherwise prescribed by the Purchasing Agency and will be transmitted electronically to the Purchasing Agency.

Service *	Report name *	Details to be included in the report *	Time and frequency of reporting *
Community Legal Services	Quarterly report 1: 1 July to 30 September Quarter 2: 1	To reflect the performance measures indicated in Appendix 1, the Provider will ensure all data is input into Action Step Case Management System and the reporting spreadsheet and narrative report is submitted to the Purchasing Agency	10 business days after the end of Quarter 1,3 and 4.

	<p>October to 31 December;</p> <p>Quarter 3: 1 January to 31 March;</p> <p>Quarter 4: 1 April to 30 June.</p>	<p>within 10 Business Days after the end of Quarter 1, 3 and 4.</p> <p>For Quarter 2, the Provider will ensure all data is input into the Action Step Case Management System and the reporting spreadsheet and narrative report is submitted to the Purchasing Agency within 15 Business Days after the end of Quarter 2.</p>	<p>15 business days after the end of Quarter 2.</p>
	<p>Annual and financial report</p>	<p>The annual report of the Provider, including an audited statement of financial position which must follow the format and requirements of the External Reporting Board Te Kāwai Ārahi Pūrongo Mōwaho (XRB).</p>	<p>As required by the Purchasing Agency.</p>
<p>Additional Information</p>		<p>The Provider will also provide such additional information, in a timely manner, as may be reasonably required by the Purchasing Agency regarding the Provider, this Outcome Agreement and/or provision of Services.</p>	<p>As required by the Purchasing Agency.</p>

Appendix 4 – Regular audits or Accreditation Reviews of the Provider

Audit or Accreditation Review	Time for conducting the audit or accreditation review
<p>Purchasing Agency Quality Assurance Audit</p> <p>The Purchasing Agency will undertake a quality assurance audit of the Provider and all Services delivered by the Provider for the Purchasing Agency in fulfilment of this Outcome Agreement.</p> <p>The quality assurance audit may include:</p> <ul style="list-style-type: none"> • reviewing the quality and value of Services provided by the Provider under this Outcome Agreement; • any other matters the Purchasing Agency reasonably requires to be covered. 	<p>Audits will be carried out as required and at any time at the discretion of the Purchasing Agency.</p>

1.1 Nothing in Appendix 4 of this Outcome Agreement requires the Purchasing Agency to undertake an audit before exercising any other rights or remedies the Purchasing Agency has under this Outcome Agreement.

Appendix 5 – Payment for Services

1 Definitions

1.1 For the purpose of this Appendix 5:

GST means goods and services tax payable pursuant to the Goods and Services Tax Act 1985 or substitution to that Act.

2 The following payment for services applies during the term of this Outcome Agreement.

Service *	Payment date/milestone *	Payment amount (excluding GST) *	Pre-conditions to receiving payment (if any)
Community Legal Services	<p>Year one (1 July 2023 – 30 June 2024)</p> <p>Equal monthly payments of \$128,533.91 to be paid on the 15th day of each month, or the first working day following the 15th day of each month.</p> <p>The first payment will be made on the 15th day of the month immediately following execution of this Outcome Agreement and the final payment will be made on 15 June 2028.</p>	\$1,542,407	Receipt by the Purchasing Agency of a valid tax invoice for the upcoming 12-month period to be received before 1 July.
	<p>Year two (1 July 2024 – 30 June 2025)</p> <p>Equal monthly payments of \$130,468.58 to be paid on the 15th day of each month, or the first working day following the 15th day of each month.</p>	\$1,565,623	Receipt by the Purchasing Agency of a valid tax invoice for the upcoming 12-month period to be received before 1 July.
	<p>Year three (1 July 2025 – 30 June 2026)</p> <p>Equal monthly payments</p>	\$1,565,623	Receipt by the Purchasing Agency of a valid tax invoice for the upcoming 12-month period

	of \$130,468.58 to be paid on the 15 th day of each month, or the first working day following the 15 th day of each month.		to be received before 1 July.
	Year four (1 July 2026 – 30 June 2027) Equal monthly payments of \$130,468.58 to be paid on the 15 th day of each month, or the first working day following the 15 th day of each month.	\$1,565,623	Receipt by the Purchasing Agency of a valid tax invoice for the upcoming 12-month period to be received before 1 July.
	Year five (1 July 2027 – 30 June 2028) Equal monthly payments of \$130,468.58 to be paid on the 15 th day of each month, or the first working day following the 15 th day of each month.	\$1,565,623	Receipt by the Purchasing Agency of a valid tax invoice for the upcoming 12-month period to be received before 1 July.
Total value of Charges for the term of the Outcome Agreement		\$7,804,901	

2.1 The Provider (acting reasonably) may request that the Purchasing Agency reviews the fees during the term of this Outcome Agreement. The Purchasing Agency may review the fees if, in the Purchasing Agency's opinion, they determine that the request is reasonable. If the Purchasing Agency agrees to review the fees, the Purchasing Agency may, following such review, amend the payment amounts set out in the tables above at its discretion and notify the Provider of such amendment. The Parties agree to enter into a variation as required to record such amendment.

Appendix 6 – New IP

Nil

Appendix 7: Privacy, Information Protection and Audit Requirements

Definitions

- 1 For the purposes of this Appendix 7:
 - 1.1 **Confidential Information** means Confidential Information as defined by Schedule One of the Framework Terms and Conditions;
 - 1.2 **Guidelines** means the Ministry of Justice *Privacy Guidelines – guidelines for providers of Justice Services*, as amended from time to time, available at [[moj-privacy-guidelines-FINAL.pdf](#) ([justice.govt.nz](#))];
- 2 **Compliance with Agency's Guidelines**
 - 2.1 The Provider must familiarise themselves and comply with the Guidelines.
 - 2.2 If the Provider is, at any time, not complying with its obligations under clause 2.1, the Purchasing Agency will work with the Provider in good faith to achieve compliance within a reasonable timeframe.
 - 2.3 The Provider shall conduct a relevant privacy and data protection audit at regular intervals to ensure compliance with its obligations to address new threats as they emerge.
 - 2.4 If, following the process under clause 2.2, the Purchasing Agency, at its discretion, considers that the Provider is unable or is unwilling to comply with the Guidelines, the Purchasing Agency may exercise its remedies for breach under the Framework Terms and Conditions, including requesting that the Provider enter into a Remedy Plan, suspending the Services and/or terminating the Outcome Agreement.
- 3 **Access controls and Personnel**
 - 3.1 The Provider will ensure that they have adequate controls in place to ensure that only appropriate Personnel with integrity and appropriate training regarding the collection, use, security and disclosure of Confidential Information have access to Confidential Information.
- 4 **Security Breaches**
 - 4.1 Clause 8.6 of the framework terms and conditions is replaced, as outlined in Appendix 8 of this Outcome Agreement.
- 5 **Recordkeeping and retention of information**
 - 5.1 The Provider must keep up-to-date and accurate records of:
 - i. the Services provided to individual participants; and
 - ii. administrative matters relating to provision of the Services.
 - 5.2 The records kept under clause 5.1 must be sufficient to demonstrate that the Provider is complying with their privacy and information security obligations under the Outcome Agreement.
 - 5.3 The Provider must keep the records in clause 5.1 for the longest of the period:

- i. necessary for provision of the Services; or
 - ii. necessary for audit purposes in regard to the Outcome Agreement (the Provider may seek the Purchasing Agency's view if it is unsure how long to retain information for this purpose); or
 - iii. required by any applicable law (such as requirements regarding tax records).
- 5.4 Once the applicable period in clause 5.2 has expired, the Provider will securely destroy or return (to the person or entity from which the information was obtained) any Confidential Information, so that it can no longer be recovered or reconstructed (with the exception of archived copies where Confidential Information cannot physically be accessed or separated from other information). The Provider will be responsible for ensuring any subcontractor or other agent or employee to whom it has provided Confidential Information complies with the same requirements in respect of that information.
- 5.5 If the Provider retains any information relating to the Services beyond the expiry of the Outcome Agreement, the applicable provisions of the Outcome Agreement around privacy and information security will continue to apply as if the Outcome Agreement remained in force.

Appendix 8 – Changes or additions to the Framework Terms and Conditions

Changes to the Framework Terms and Conditions

1. The Purchasing Agency and Provider have agreed to amend the Framework Terms and Conditions as follows.
 - 1.1 Clause 8.6 is substituted with the following: If the Provider becomes aware of any Security Breach (as defined below) in relation to the Outcome Agreement, the Provider will:
 - i. as soon as practicable, notify and keep the Purchasing Agency updated of the incident and steps taken in response; and
 - ii. immediately take all reasonable actions required to mitigate or contain the Breach and its effects; and
 - iii. promptly assess the nature and extent of the Breach and determine the appropriate (or mandatory) course of action, including (if relevant) notification to affected individual(s), the New Zealand Privacy Commissioner and the Provider's insurer; and
 - iv. as soon as practicable, implement reasonable procedures suggested by the Purchasing Agency to prevent any recurrence.
 - v. in relation to a Breach concerning Confidential Information belonging to the Purchaser, obtain prior approval to any communications with the media or public regarding the incident. In relation to any other Breach, notify the Purchaser as soon as possible on a no surprises basis.
 - a. For the purposes of this clause 8.6, Security Breach means any:

- i. unauthorised or accidental access to, or disclosure, alteration, loss, or destruction of, any Confidential Information; and
- ii. any action that prevents either party from accessing the Confidential Information on either a temporary or permanent basis (except disposal in accordance with the provisions of the Framework Terms and Conditions or the Outcome Agreement),

whether or not:

- iii. caused by a person inside or outside of the Provider;
- iv. attributable in whole or in part to any action by the Provider; or
- v. ongoing.

2. Clause 11.1 *Termination of an Outcome Agreement for convenience* is deleted.

Additions to the Framework Terms and Conditions

The Purchasing Agency's rights and remedies for breach as set out in the Framework Terms and Conditions apply to breaches of these additional terms and conditions. Also, a specific additional term and condition may set out its own rights and remedies.

1 Legal Services

1.1 The Provider must:

- (a) ensure that all Lawyers acting in the Community Law Centre, who are not entitled to practise on their own account, practise in accordance with the requirements of section 31(4) of the Lawyers and Conveyancers Act 2006 (LCA);
- (b) provide the Services in accordance with the National Standards and the Supervision Standards and with the Legal Services Act 2011; and
- (c) provide the Services with due care, skill and diligence and to the appropriate professional standard or in accordance with good industry practice (including Section 4 of the LCA)

2 Community Services integration

2.1 The Provider will:

- (a) establish and maintain effective working relationships with agencies, entities, groups, organisations, iwi/hapū and persons that might best meet the legal and associated personal needs of the community served by the Provider.
- (b) liaise with other service providers to reduce any duplication of free legal service delivery within the local communities served by the CLC and increase the available skill base to achieve the best outcomes for the Provider's community.

3 Dealing with Complaints and Incidents

- 3.1 The Provider must be able to demonstrate to the Purchasing Agency's satisfaction that it has in place an effective policy and process for reviewing complaints about the quality of the Services provided.
- 3.2 The Provider must make the policy and process readily available to Participants and their representatives including how they are able to escalate their complaint if they are not satisfied with the outcome.
- 3.3 The Provider must deal appropriately with any complaints or incidents that occur and be able to show that they have followed their own policies and systems for managing such complaints and/or incidents.
- 3.4 Without limiting and in addition to clause 6.1 of the Framework Terms and Conditions, the Provider must promptly notify the Purchasing Agency, as soon as reasonably practical, and by way of an Incident Report, any complaint the Provider receives, or any incident, that has, or is significantly likely to:
- (a) lead to an unmanaged conflict of interest;
 - (b) cause serious harm to any person;
 - (c) significantly affect the reputation of the Provider;
 - (d) affect the reputation of the Purchasing Agency;
 - (e) impact the suitability of the Provider or the Provider's Personnel to deliver the Services; or
 - (f) lead to the Provider becoming insolvent.
- 3.5 Following notification, or the Purchasing Agency becoming aware of an incident or complaint pursuant to clause 3.4, the Purchasing Agency or its nominee may, acting reasonably, undertake the Special Enquiry Rights as specified in in clause 5.4 (a) and (b) of the Framework Terms and Conditions.

4 At risk children

- 4.1 The Provider acknowledges that the Services are likely to involve regular contact with children and may therefore be "Children's Services" and/or "Regulated Services", as those terms are defined in the Children's Act 2014 and associated Regulations (CA legislation). Accordingly, without limiting its obligations under the CA legislation:
- (a) the Provider must, at its cost, maintain and follow a child protection policy. The Provider must ensure that the child protection policy accords with the requirements

of the CA legislation and review this policy at 3-year intervals (and make adjustments to it following such reviews, as required); and

- (b) the Provider must, at its cost, ensure its Personnel comply fully with any applicable requirements of the CA legislation related to the carrying out of safety checks.

5 Health and Safety

- 5.1 The Provider must at all times while performing the Services comply with all applicable health and safety laws (including the Health and Safety at Work Act 2015 (the HSW Act)), regulations and approved codes of practice, and any additional health and safety requirements notified by the Purchasing Agency from time to time.
- 5.2 The Provider is responsible under the HSW Act for planning and ensuring the health and safety of its Personnel and of Participants in the delivery of Services.

6 Services, Outcome(s) and Performance Measures

- 6.1 Reasonable changes may be made to the performance measures set out in Appendix 1 on an annual basis. The Purchasing Agency will consult with the Provider and agree any changes with the Provider prior to any such changes being made.

7 Media

- 7.1 Subject to the Provider's obligations to its clients, the Provider will keep the Purchasing Agency informed in a timely manner in relation to any media or content generated by the Provider that is likely to significantly affect the Purchasing Agency.
- 7.2 There will be open communication between the Parties, with a 'no surprises' policy. In line with this policy, but subject to paragraph 7.3, each party will inform the other party before any public statement involving the other party is made.
- 7.3 To the extent that the Purchasing Agency makes a public statement where such public statement is required by law (including under the Official Information Act 1982) or parliamentary convention, the requirements to notify under clause 7.2 shall not apply.

8 Premises

- 8.1 The Provider must be able to provide accessible and suitable premises for delivering the Services outlined in Appendix 1 during the term of this Outcome Agreement. The premises are to be adequately equipped to ensure the health and safety of all Participants and Personnel and the effective operation of the Services.
- 8.2 The Purchasing Agency has no responsibility under this Outcome Agreement to provide any equipment or administrative support to the Provider.

8.3 The Provider must notify the Purchasing Agency if it intends to move premises during the term of the Outcome Agreement.

9 Templates

9.1 Templates attached to this Outcome Agreement, such as reporting templates, may be updated from time to time on the provision of reasonable written notice by the Purchasing Agency without the need for a formal variation.

10 Insurance

10.1 The Provider will obtain sufficient insurance, including public liability and professional indemnity and data protection insurance, as is necessary to protect the Provider against the risks arising from or relating to the provision of Services.

10.2 The Provider will do everything necessary to keep all insurance current and enforceable at all times during the term of this Outcome Agreement and must, upon request by the Purchasing Agency, provide the Purchasing Agency with evidence of its compliance with this condition.

10.3 The Provider will not use any part of the Funding provided by the Purchasing Agency to manage, compensate for or settle any matter in respect of which the Provider could otherwise make a claim under its insurance policy (whether or not the claim is likely to be successful).

11 Additions to Schedule One: Definitions and Interpretations

The Act means the Legal Services Act 2011.

Casework means Legal Representation, Legal Assistance and/or Legal Advice.

Client means any individual who seeks and retains the services of a member of the Provider's Personnel to directly provide Casework. Where instructions are sought and a Client does not possess the competence to instruct, another individual may instruct on their behalf. The individual on whose behalf instructions are taken remains the Client for the purposes of this contract and in determining the obligations of the Law Centre as per the Lawyers and Conveyancers Act (Rules of conduct and Client care) 2008. A Client may include a group and/or an organisation.

Community Law Centres has the meaning set out in section 93 of the Act.

Funding means the total payment amount specified in Appendix 5 of this Outcome Agreement.

Incident report means:

- (a) an initial verbal notification to the Purchasing Agency's Relationship Manager immediately upon becoming aware of the incident occurring, and

- (b) if requested by the Purchasing Agency, an incident report in writing to the Purchasing Agency's Relationship Manager (or other person specified by the Purchasing Agency's Relationship Manager) within a period specified by the Purchasing Agency. To the extent permitted by law, the written incident report must include:
- (i) the time of the incident
 - (ii) details of the incident
 - (iii) person or people involved and responsible for the incident
 - (iv) to whom at the Purchasing Agency the incident has been reported
 - (v) what action has been taken by the Provider to respond to the incident
 - (vi) details of the process being implemented to manage or resolve the incident and to ensure no further incidents of that nature recur.

Lawyer means any Personnel who meet the requirements of section 6 of the LCA.

LCA means the Lawyers and Conveyancers Act 2006

National Standards means the "National Performance Standards for Managing and Delivering Community Legal Services" issued by the Purchasing Agency as at April 2023 and includes any amendments as reissued from time to time.

Participant means an individual receiving Services as outlined in Appendix 1 of this Outcome Agreement

Recipient means any person or organisation that accesses law-related Information.

Supervision Standards means the "Supervision Standards" issued by the Purchasing Agency as at April 2023 and includes any amendments as reissued from time to time.

Interpretation:

The Interpretation Section of Schedule One: Definitions and Interpretation is amended by adding the following paragraphs (g) and (h):

(g) "a reference to any legislation, regulation, policy or standard includes a modification of that legislation, policy or standard or, in the case of legislation, legislation enacted in substitution for that legislation and a regulation, Order in Council and other instrument from time to time issued or made under that legislation."

(h) "references to 'financial year' or 'Funding year' are references to the Government financial year which runs from 1 July to 30 June"

Appendix 9 – Types of Community Legal Services

Preamble

1. The purpose of Community Law Centres (CLCs) is to help individuals and groups:
 - 1.1. access legal information, legal advice, legal representation and referrals
 - 1.2. have their voice heard on issues that are important to them
 - 1.3. defend and exercise legal rights
 - 1.4. make empowered decisions
 - 1.5. resolve disputes
 - 1.6. achieve satisfactory resolutions or legal outcomes
 - 1.7. access justice services they could not otherwise access due to various barriers.
2. Section 4 of the Legal Services Act 2011 defines community legal services as ‘any legal services and/or law reform and advocacy work that a CLC provides under contract between the centre and the Secretary [for Justice]’.
3. Legal services are defined as the provision of law-related information and law-related education; and the provision of Legal Advice and Representation, including assistance in the form of:
 - 3.1. resolving disputes other than by legal proceedings
 - 3.2. taking steps preliminary to any proceedings
 - 3.3. taking steps incidental to any proceedings
 - 3.4. arriving at or giving effect to out-of-court settlement that avoids or brings an end to any proceedings.
4. This appendix outlines (based on the provisions and principles above) the categories of community legal services and administrative services incidental to that work, carried out under this Outcome Agreement.
5. This framework categorises community legal services into broad categories, namely:
 - 5.1. advice (including assistance)
 - 5.2. representation (including assistance)
 - 5.3. law-related resource development (LRRD)
 - 5.4. law-related education (LRE)
 - 5.5. law-related information (LRI)
 - 5.6. law reform and advocacy (LRA).
6. Advice and representation are considered Casework services.
7. LRRD, LRE, LRI, and LRA are considered other services.
8. The particular Services to be carried out by the Provider under this Outcome Agreement are set out in Appendix 1.

9. The provision of legal services, including community legal services, is legislated by the Legal Services Act 2011, the Lawyers and Conveyancers Act 2006, and any regulations and rules made pursuant to that legislation (for example, the Lawyers Conduct and Client Care Rules 2008). Services performed under this Outcome Agreement must comply with these requirements, in particular appropriate supervision arrangements for Lawyers who are not qualified to practise on their own account.

Casework services

10. Advice (including assistance):
- 10.1. Advice is the tailored application of law directed at supporting or enabling a Client to resolve a legal matter.
 - 10.2. Advice includes assistance as broadly defined in clause 3 and does not encompass Representation as per clause 11.
 - 10.3. Examples include:
 - 10.3.1. interviewing a Client to elicit facts and evidence
 - 10.3.2. researching laws and other relevant aspects of a matter
 - 10.3.3. analysing the law and facts of a matter
 - 10.3.4. considering the probity and value of a matter
 - 10.3.5. providing tailored advice on the application of law, strengths and weakness, risk, pros and cons, costs, options for resolution, practicalities, procedures, timeframes, possible outcomes and all other relevant aspects
 - 10.3.6. providing advice in relation to the direction or management of proceedings
 - 10.3.7. drafting or reviewing documentation including settlements, submissions, applications, forms, letters and any other relevant material
 - 10.3.8. witnessing documents and affidavits
 - 10.3.9. related administrative tasks including documenting and recording.
11. Representation (including assistance):
- 11.1. Representation means to act as a representative (i.e. speaking or acting on behalf of a Client) to resolve a legal matter.
 - 11.2. Representation can mean participating in dispute resolution, mediation, conciliation and arbitration.
 - 11.3. Representation can mean appearing as a representative on behalf of a Client before a court, tribunal, review committee, authority or any other body with regulatory or decision-making powers. It also includes equivalent claims, matters and proceedings dealt with on paper.
 - 11.4. Representation can mean entering into a settlement that avoids or brings an end to proceedings (as well as steps preliminary or incidental to those proceedings).
 - 11.5. Representation encompasses advice and assistance as outlined in clause 10.
 - 11.6. Examples include:

- 11.6.1. initiating legal claims or proceedings
- 11.6.2. drafting and submitting or filing letters, settlements, applications, submissions or other relevant documentation
- 11.6.3. liaising with other parties or entities within the context of a legal problem, including investigation, due diligence and information requests
- 11.6.4. negotiating with other parties or entities within the context of a legal problem, including legal debate, attending meetings, settlement discussions
- 11.6.5. conducting legal research and providing ongoing advice
- 11.6.6. appearing as a representative or advocate
- 11.6.7. travelling to or from any activity related to representation
- 11.6.8. related administrative tasks including documenting and recording.

Other legal services

- 12. Law-related resource development (LRRD)
 - 12.1. This includes any work done to develop law-related resources to be used during LRE sessions or distributed in the form of LRI. There is no need to divide time based on how the resource ends up being used (i.e. time spent developing resources for LRI and LRE is grouped together).
 - 12.2. This category includes tasks like preparing for an LRE session, researching content, creating PowerPoint presentations, making video recordings, taking notes or drafting speeches, and translation of existing resources.
 - 12.3. This category also includes incidental time spent on promotion, travel, processing registrations, organising access requirements (e.g. sign or spoken language interpreters), and post-delivery tasks like administering evaluations.
 - 12.4. Development of law-related resources also includes time spent revising, writing and publishing brochures, books, guides and manuals; fact sheets, website content, articles (online or otherwise), public/media interviews (including radio broadcasts) or similar LRI resources.
- 13. Law-related education (LRE):
 - 13.1. LRE is the delivery of education (face to face and online) on legal topics in the form of presentations and workshops for the public, agencies, and other groups.
 - 13.2. An LRE session must allow Participants the opportunity to ask questions and provide feedback about the presentation or seminar.
 - 13.3. LRE includes presenting seminars at community education or other public venues and hosting open-access webinars or Zoom conferences.
 - 13.4. The specific delivery of LRE may need to be adapted to local needs and audiences.
- 14. Law-related information (LRI):
 - 14.1. LRI refers to the provision and dissemination of law-related information to identifiable Recipients.

- 14.2. LRI includes both hard copy and electronic materials such as brochures, fact sheets, translated materials, booklets, posters, website referrals and referrals to service providers or anything similar.
15. Law reform and advocacy (LRA):
 - 15.1. LRA refers to tasks undertaken to achieve society- and community-wide improvements to people's rights or protections.
 - 15.2. Examples of LRA include:
 - 15.2.1. providing authoritative commentary to media on topics or questions of law
 - 15.2.2. responding to consultation and submission requests from government and other entities e.g. the Law Commission
 - 15.2.3. identifying issues for further research and advocacy (particularly in response to an identified community need)
 - 15.2.4. supporting communities to express their views and influence policy or legislative change on identified community need.

Appendix 9a - Reporting definitions and template

Interpreting and applying definitions

16. Reporting measures are designed to capture the nature and volume of Services performed under this Outcome Agreement. To that end, the following will be measured:
 - 16.1. the number of new Clients
 - 16.2. the number of existing Clients with ongoing active matters and returning Clients with new matters
 - 16.3. the percentage of Clients surveyed who report that the service helped them understand their options
 - 16.4. time spent performing Casework in the quarter reported (counted under the highest appropriate casework level)
 - 16.5. the number and type of new legal matters opened during the quarter reported
 - 16.6. the number and type of existing legal matters that are ongoing and require active Casework during the quarter reported
 - 16.7. time spent on the development of law-related resources
 - 16.8. number of LRI Recipients
 - 16.9. hours spent providing or disseminating LRI
 - 16.10. number of LRE Sessions
 - 16.11. number of LRE Participants
 - 16.12. hours spent delivering LRE sessions
 - 16.13. The percentage of LRE delivered to local Māori, rōpū, hapū, iwi and community groups or providers that work closely with Māori

- 16.14. The percentage of surveyed Participants who report that they found the LRE session improved their understanding of the topic
- 16.15. The percentage of surveyed Participants who report that they would recommend the LRE session to friends or whānau
- 16.16. The number of engagement activities completed with members of the local Māori community, Clients who identify as Māori or local Māori, rūpū, hapū and iwi, and community groups or providers that work closely with Māori
- 16.17. number of identified community issues for LRA
- 16.18. time spent on LRA.
17. Sometimes Client matters escalate from one type of legal service to another. For recording and reporting purposes, the highest level of Casework should be recorded to capture the effort involved. This will apply to all casework associated with a single matter. For example, it is assumed representation (including assistance) will include services from advice (including assistance).
18. Time spent means the number of staff or volunteer hours required to address or resolve a legal matter. This is only for record-keeping purposes and is not a fee-for-service. Time spent should be rounded to the nearest 6 minutes and recorded against a specific legal matter where possible.
19. An individual person can only be counted once towards a contracted yearly target whether as a new or existing Client.
20. For the purposes of this Appendix 9a and reporting, the following terms are defined as:
 - 20.1. **Client** – one person associated with a legal matter (i.e. one matter may be associated with multiple Clients).
 - 20.2. **new Client** – a Client who has not received services from a CLC within a current Funding year (This means an existing Client with an existing matter that is active or becomes active in a new Funding year is recorded as a new Client in that new Funding year).
 - 20.3. **existing Client** – a Client who has an ongoing active matter(s) from a previous reporting quarter within the same Funding year or a Client who has previously received services from a CLC within the same Funding year returning for either the same matter or a new matter.
 - 20.4. **matter** – a legal case, issue or topic with specific scope (i.e. one Client could present with multiple legal matters).
 - 20.5. **new matter** – a matter created within a current Funding year regardless of whether it is associated with a new or existing Client.
 - 20.6. **existing matter** – a matter that remains open (or is reopened after being closed) and is actively being worked on.
 - 20.7. **Casework** – a service provided as either advice (including assistance) or representation (including assistance) as defined in Appendix 9.
21. The above will be facilitated by an appropriate data capture system with the functionality to support this recording and reporting.

Ad hoc information requests for Client data

- 22. The Provider agrees to provide Community Law Centre Aotearoa's (CLCA's) case management system administrator with limited and specified database access to extract **aggregated** and **de-identified** data for the purpose of responding to ad hoc information requests from the Ministry of Justice.
- 23. The Ministry of Justice will submit all ad hoc requests to CLCA in writing. Ad hoc requests are separate from quarterly reports and are unlikely to be frequent.
- 24. Each request will have clearly defined parameters that align with the goal of improving community legal services or access to justice. Examples include but are not limited to responding to written parliamentary questions, establishing demand for a new service, informing budget bids for additional CLC funding.
- 25. To the best of the Purchasing Agency's knowledge, CLCA's case management system administrator will work in accordance with principles of the Privacy Act 2020 and be familiar with the Ministry of Justice's Privacy Guidelines, including for usage and storage of data.

Reporting template

- 26. The following reporting template and narrative report template will be used by the Provider for quarterly reporting to the Ministry of Justice in accordance with Appendix 3.

Casework services	Advice (including assistance)	Representation (including assistance)	Totals
Contracted yearly target for casework Clients			Target needs to be added manually by CLC
Number of new Clients this quarter			
Year to date new Clients			
Number of existing Clients who need support on a new legal matter this quarter			
Number of existing Clients = existing Clients with ongoing needs for the same legal matter this quarter plus existing Clients with new matters			
Total number of Clients this quarter (new Clients plus existing Clients)			
Number of casework Client surveys completed this quarter			
Percentage of casework Clients who reported the service helped them understand their options Target 90%			
Number of new legal matters (broken	Advice (including	Representation (including	

down by matter category)	assistance)	assistance)	
[Listed below; one row per matter]			
Total			
Time spent on new legal matters (broken down by matter category)	Advice (including assistance) (hh:mm)	Representation (including assistance) (hh:mm)	
[Listed below; one row per matter]			
Total (hh:mm)			
Number of existing legal matters (broken down by matter category)	Advice (including assistance)	Representation (including assistance)	
[Listed below; one row per matter]			
Total			
Time spent on existing legal matters (broken down by matter category)	Advice (including assistance) (hh:mm)	Representation (including assistance) (hh:mm)	
[Listed below; one row per matter]			
Total (hh:mm)			

Other legal services		
Law-related resource development (LRRD)		
Time spent developing legal resources for public information or education		(hh:mm)
Law-related information (LRI)		
Number of LRI Recipients		Number
Hours spent providing or disseminating LRI		(hh:mm)
Law-related education (LRE)		
	Target	Number
Number of LRE sessions	Target needs to be added manually by CLC	
Number of LRE Participants	Target needs to be added manually by CLC	
Hours spent delivering LRE sessions		(hh:mm)
Percentage of LRE delivered to local Māori, rūpū, hapū, iwi, and community groups or providers that work closely with Māori	Target needs to be added manually by CLC	
90% of Participants surveyed report they found the LRE session improved their understanding of the topic covered	Target needs to be added manually by CLC	

90% of Participants surveyed report they would recommend the LRE session to friends or whānau	Target needs to be added manually by CLC	
Community engagement	Target	Number
Number of engagement activities completed with members of the local Māori community, Clients who identify as Māori or local Māori rōpū, hapū and iwi, and community groups or providers that work closely with Māori	Target needs to be added manually by CLC	

Non-contracted measures	
Law reform advocacy (LRA)¹	
Number of identified community issues for LRA	
Hours spent on LRA (hh:mm)	(hh:mm)

Narrative report

Provider name	(CLCs to enter manually)
Quarter period	CLCs to enter manually
Highlights or good news stories	What were some of the highlights or good news stories for your CLC this quarter?
Issues	E.g., We cannot fill a vacancy for a junior solicitor. E.g., Satellite offices remain closed under the COVID-19 Red Traffic Light setting.
Concerns / Risks	E.g., We may not be able to deliver or schedule LRE sessions this quarter as some audiences do not have the technology to participate in online sessions.
Community engagement and collaboration this quarter	Who and what? E.g., Visited local marae to deliver an LRE session on Māori Land legal matters. E.g., Met with Presbyterian Support Services to promote the CLC and agree on a process for referrals.

¹ The Ministry understands LRA continues to be performed by CLCs despite being unfunded and not a current contractual target. The requested information will inform future Budget bids seeking funding for this work.

	<i>E.g., Attended name of stakeholder meeting and how often.</i>
Changes to staff, supervision arrangements or Board members	

Matter categories

Legal matter (as categorised in ActionStep)	Legal category (not included in ActionStep; only for MOJ purposes)
ACC	Administrative
Adult Relationships	Family
Appeal	Criminal
Births, Deaths and Marriages	Administrative
Care of Children	Family
Clinic	All
Common Law	Civil
Community Engagement	All
Consumer	Civil
Criminal Defence	Criminal
Development of Legal Information	All
Disability Support Service Cases	Civil
Documents	All
Education	Administrative
Employment	Civil
Family Violence	Criminal, Family
Financial	Civil
Immigration	Administrative
Incorporation / Legal Entities	Civil
Law Reform	All

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Legal Aid	Administrative
Legal Education	All
Legal Information	Administrative
Legal System	Civil
Local Government/ Local Government Prosecutions	Criminal
Māori Land Issues	Māori
Māori Legal Issues (Not Land)	Māori
Medico Legal	Civil
Mental Health	Administrative
Neighbours	Civil
NZTA	Administrative
Ombudsman	Administrative
Parole Hearing	Criminal
Personal and Human Rights	Civil
PPPR / Disability	Family
Property	Civil
Regulatory Sale of Alcohol	Administrative
Tenancy	Civil
Trusts, Wills and Estates (Civil)	Civil
Waitangi Tribunal	Māori
Welfare	Administrative
Witness Documents	Administrative



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06 October 2023

Community Law Canterbury
 Paul O'Neill
 Manager

By email: paul@canlaw.org.nz

Tēnā koe Paul

Contract Number 19468 Cost-of-living increase and amendment to performance measure – Variation Number 1

I am writing about the Outcome Agreement between the Ministry of Justice (the Purchasing Agency) and Community Law Canterbury (the Provider) that commenced 1 July 2023 for the provision of community legal assistance (the Outcome Agreement).

The variation is for cost-of-living increases that are funded from the Special Fund surplus, and the updating of a performance measure to align with the performance measure in the estimates of appropriations.

We are taking the opportunity to reflect both changes with this contract variation to minimise disruption.

Subject to the changes made in any variation, the terms and conditions of the Outcome Agreement remain in effect.

Update to performance measures

It has been brought to our attention that one of the current performance measures in the Outcome Agreement do not align with the corresponding performance measures in the estimates of appropriations.

The following measure has been identified from Appendix 1 table Casework services: Legal Advice (including assistance) and Legal Representation (including assistance):

CLC performance measure	Comment	Recommendation
90% of clients who report the service has helped them understand their options	The estimates of appropriations measure target is 95%	Amend target to reflect 95%

We are amending Appendix 1 – Services, Outcomes to be achieved, and performance measures in the Outcome Agreement to recognise the changes to performance measure targets.

s9(2)(a)

Cost-of-living increases for Community Law Centres

The cost-of-living payments are based on a 5.5% increase applied to the Provider's 2022/23 baseline funding for year one, and an additional increase to the Provider's new 2023/24 baseline funding for year two.

The cost-of-living payment for the Provider is \$83,579.76 (excluding GST) in 2023/24 and \$132,359.37 (excluding GST) in 2024/25.

For the avoidance of doubt, the cost-of-living increase is payable as two payments made in October 2023 and on 1 May 2024. There should be no expectation of future cost-of-living payments.

We are amending **Appendix 5 – Payment for Services** in the Outcome Agreement to reflect the payments for 2023/24 and 2024/25.

Next steps

To record your agreement to the variations, please sign and date this letter on behalf of the Provider and return via email to clcreporting@justice.govt.nz by 13 October 2023.

If you do not accept these variations, please let the Purchasing Agency know by email no later than 13 October 2023 and your Outcome Agreement will continue as is.

Please contact the Purchasing Agency contract manager directly if you have any questions or concerns.

Having read and understood the changes set out in this letter and the attached terms, they are agreed to by the Parties.

Signed for and on behalf of the Purchasing Agency:

Signed for and on behalf of the Provider:

s9(2)(a)

s9(2)(a)

Name: Carl Crafar
Position: Chief Operating Officer
Date: 18/10/23

(signature)

Name: *Pam Gregory O'NEILL*
Position: *MANAGER*
Date: 9/10/23

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Appendix A: Variations to Outcome Agreement

The following changes are made to the Outcome Agreement.

Appendix 1 – Services, Outcomes to be achieved, and performance measures

Row 2 of the Casework services: Legal Advice (including assistance) and Legal Representation (including assistance) table in following table is amended in clause 1.1:

#	Performance measure and contracted volume	Explanation
2	95% of Clients who completed the evaluation forms report the service given to them has helped them understand their options.	# of Clients who report the service given to them has helped them understand their options/ # of Clients who completed the evaluation form.

Appendix 5 – Payment for Services

The Payment of Services in cl 2 of Appendix 5 is amended to include two payments for the Community Legal Services cost-of-living increase. The following two rows, located above the total value row, are inserted as follows:

Service	Payment date/milestone	Payment amount	Pre-conditions to receiving payment (if any)
Community Legal Services cost-of-living increase	The first payment will be made by 31 October 2023.	\$83,579.76	Receipt by the Purchasing Agency of a valid tax invoice by 20 October 2023.
Community Legal Services cost-of-living increase	The second and final payment will be made on 1 May 2024.	\$132,359.37	Receipt by the Purchasing Agency of a valid tax invoice.
Total value of Charges for the term of the Outcome Agreement		\$8,020,840.12	



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21 December 2023

Amy Kennerley
Community Law Canterbury
Acting Chief Executive

By email: boardsecretary@canlaw.org.nz

Tēnā koe Amy,

Contract Number 19468 Pathway to Pay Equity – Variation Number 2

I am writing to vary the Outcome Agreement between the Ministry of Justice (the Purchasing Agency) and Community Law Canterbury (the Provider) that commenced 1 July 2023 for the provision of community legal assistance (the Outcome Agreement).

This letter sets out the background to and terms on which additional funding is being made available to the Provider for the 2023/2024 financial year.

Subject to the changes made in any variation to the Outcome Agreement, the terms and conditions of the Outcome Agreement remain in effect.

Background

Usually, funding provided to Community Law Centres and to Community Law Centres o Aotearoa is made up of the Special Fund and a top up from the Ministry of Justice's appropriation. The Special Fund becomes part of the appropriation to create a total funding pool.

The Special Fund consists of interest collected from banks on lawyers' and conveyancing practitioners' nominated trust accounts. Under section 298 of the Lawyers and Conveyancers Act 2006, the money from the Special Fund must be "paid to the Secretary for Justice for the purpose of funding community law centres."

The recent increase in interest rates led to a corresponding increase in the amount collected through the Special Fund. As a result, the amount collected by the Special Fund in 2022/23 exceeded the current *Community Legal Assistance* appropriation that funds Community Law Centres.

On 26 June 2023, Cabinet agreed to increase the *Community Legal Assistance* appropriation from 1 July 2023 by \$15.752m, based on the surplus as of 30 April 2023. An additional increase to the appropriation was made of \$7.945m following completion of the 2022/23 audited financial statements. This has led to a total surplus of \$23.697m.

The Ministry of Justice agreed to fund the *Pathway to pay equity* initiative proposed by Community Law Centres o Aotearoa.

Pay equity payment (for 2023/2024)

The Community Law centres have taken the opportunity to develop an initiative aimed at achieving pay equity that acknowledges the disparities in Community Law Centre staff salaries compared to people who do the same or substantially similar work in the legal sector.

The roles covered by the pay equity initiative and the minimum salary rates determined through the initiative (**Minimum Rates**) are set out in the two tables below. The Minimum Rates are a result of the multi-employer collective negotiations that involved community law centres, Community Law Centres o Aotearoa, and the Public Service Association (PSA). The Minimum Rates were ratified by Community Law centres in November 2023.

We are providing additional funding for the 2023/2024 financial year (**pay equity funding**) so that the Provider can remunerate staff for 2023/24 in line with these Minimum Rates.

The Minimum Rates are effective from 1 July 2023 to 30 June 2024 and are based on full time hours being 37.5 hours per week.

Legal occupations

Position	Length of employment	Minimum annual salary rate
Director (Community Law Centres o Aotearoa)	N/A	\$115,000
Legal Supervisor	N/A	\$113,000
Legal Supervisor (associate)	N/A	\$107,000
National coordinator legal (Community Law Centres o Aotearoa)	N/A	\$98,000
Lawyer (Senior)	Six years employment as a lawyer	\$90,000
Lawyer (Senior)	Five years employment as a lawyer	\$88,000
Lawyer (Intermediate)	Four years employment as a lawyer	\$82,000
Lawyer (Intermediate)	Three years employment as a lawyer	\$75,000
Lawyer (Intermediate), Caseworker, Legal Executive (Senior)	Legal Executive 5+ years Lawyer 2 years	\$68,000
Lawyer (Junior), Caseworker, Legal Executive (Senior), Legal Assistant	Legal Executive 5+ years Lawyer 1 year	\$64,000
Lawyer (Junior), Caseworker, Legal Executive (Senior), Legal Assistant	Legal Executive less than 5 years Lawyer 0-1 years	\$59,000

Law Graduate, Legal Executive (Junior), Legal Assistant	Legal Executive less than 5 years	\$54,000
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Non-legal occupations

Position	Minimum annual salary rate
Centre manager with 20+ staff*	\$131,000
Centre manager with less than 20 staff	\$106,000
National coordinator non-legal (Community Law Centres o Aotearoa)	\$92,000
Operations / office / finance manager	\$84,000
Volunteer and Service Co-ordinator/Māori Liaison/Community Liaison/Senior Educator	\$68,000
Client Contact (includes Reception)/Specialist Administrator/Intermediate Educator	\$64,000
Administrator/Junior Educator	\$58,000
Administrative Assistant	\$54,000

* In addition to the Minimum Rates, an annual allowance of \$5,000 is payable to a centre manager who is also providing legal supervision.

The funding provided does not cover staff Kiwisaver or ACC payments which will continue to be funded by the Community Law centres themselves.

The Provider maintains freedom to pay workers more than the amounts stated in the table above provided the amount to pay in excess of the Minimum Rates is not funded from the pay equity payment.

The Provider must only use the pay equity payments for staff salaries. The Purchasing Agency may recover any payments which are misappropriated or not spent on staff salaries.

The pay equity funding to be paid to the Provider under this variation is \$208,338.00, excluding GST (pay equity payment). This payment is for staff salary increases for 2023/24. The current intent is to negotiate a further contract variation for additional pay equity payments for 2024/25. However, the Provider acknowledges and agrees that there is no expectation that future pay equity payments will be made beyond 30 June 2025.

At the end of the 2023/2024 financial year the Provider will provide written confirmation to the Purchasing Agency that the Provider has used the pay equity payment provided under this variation to increase staff salaries to match the Minimum Rates.

In addition to the changes outlined in this letter, changes to Appendix 5 of the Outcome Agreement to reflect the pay equity payment are set out in Attachment A.

Next steps

To record your agreement to the variation, please sign and date this letter on behalf of the Provider and return via email to clcreporting@justice.govt.nz by 12 January 2024.

If you do not accept the variation, please let the Purchasing Agency know by email no later than 12 January 2024 and your Outcome Agreement will continue as is.

Please contact the Purchasing Agency contract manager directly if you have any questions or concerns.

Having read and understood the changes set out in this letter and the attached terms, they are agreed to by the Parties.

Signed for and on behalf of the Purchasing Agency:

Signed for and on behalf of the Provider:

s9(2)(a)

s9(2)(a)

Name:

Carl Craig

Position: Chief Operating Officer

Date:

22/1/24

Name:

Amy Kennard

Position: Acting Chief Executive

Date:

12 January 2024

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Attachment A: Variation to Outcome Agreement

Changes to Appendix 5 of the Outcome Agreement.

Appendix 5 – Payment for Services

Paragraph 2 of Appendix 5 is amended to include one one-off pay equity payment (as defined in contract variation #2). The first row set out under the table headings in the following table is inserted above the total value row, and the row describing the "Total value of Charges for the term of the Outcome Agreement" is amended as follows:

Service	Payment date/milestone	Payment amount	Pre-conditions to receiving payment (if any)
Community Legal Services pay equity payment	This payment will be made by 31 January 2024.	\$208,338.00	Receipt by the Purchasing Agency of a valid tax invoice by 12 January 2024.
Total value of Charges for the term of the Outcome Agreement		\$8,229,178.12	



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24 April 2024

Lawrence Kimberley
Community Law Canterbury
98 Montreal Street
Christchurch Central City
Christchurch 8011

By email: lawrence.kimberley@canlaw.org.nz
cc: melissa.sandom@canlaw.org.nz
cc: melanie.douglas@canlaw.org.nz

Tēnā koe Lawrence

Grant for Family Law Information and Advice Services Pilot

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

- Grant is signed, scanned, and emailed as a PDF to james.frazer@justice.govt.nz;
- Scanned document includes the whole Grant with all pages in order; and
- Grant has not been amended, other than in designated areas. If there are any additions or changes you would like to make, please speak with James Frazer.

Send invoices to accounts.payable@justice.govt.nz. Please ensure:

- If not provided previously, a blank bank deposit slip is supplied.

Further points to note:

- The Grant does not come into force until it is signed by both Parties; and
- A copy of the Grant will be emailed to you at lawrence.kimberley@canlaw.org.nz once it has been signed on behalf of the Ministry.

Purpose of this Grant

The Grant is to fund a twelve-month trial of family law information and advice being provided by Community Law Canterbury from the Christchurch Justice & Emergency Services Precinct (the Precinct) located at 20 Lichfield Street, Christchurch.

The Ministry of Justice (the Ministry) would like to grant Te Ture Whanui O Waitaha Incorporated trading as Community Law Canterbury (the "Grant Holder") (together known as the Parties) a total of \$169,436 excluding GST (the Funds) from the Special Fund surplus under the terms and conditions contained in this Letter of Grant (the "Grant").

The Grant has been made to the Grant Holder to undertake the following Initiative:

Initiative Name ("the Initiative")	Family Law Information and Advice Services Pilot
Initiative Description	<p>A Family Violence Operating Model (the Model) is being developed and tested in the Christchurch Family Court for one year. The model aims to improve the response, experience, and safety for Family Court participants (Participants) affected by violence.</p> <p>The project, with the support of an inter-agency working group, identified that many Participants affected by violence face barriers to accessing legal advice and information. These Participants may not meet the criteria to be eligible for legal aid or may not be able to repay legal aid or pay for private legal services.</p> <p>As part of this Model, the Ministry has sought the support of the Grant Holder to provide family law information and legal advice to the community from the Precinct.</p> <p>Offering the community an option to seek family law information and legal advice in the Precinct will make it easier for them to:</p> <ul style="list-style-type: none"> - access legal help to understand their rights to safety and the laws protecting their safety; - navigate court processes; and - prepare for court events.
Timeframe	<p>The Initiative is effective for twelve months from commencement of Initiative, unless terminated earlier.</p> <p>Services are planned to commence from 6 May 2024 and end on 8 May 2025.</p>
Legal name of the Grant Holder organisation	Te Ture Whanui O Waitaha Incorporated trading as Community Law Canterbury
What the Initiative will achieve/deliver	<p>The Grant Holder will improve access to legal assistance by providing family law information and legal advice services to the community in the Precinct, including providing:</p> <ul style="list-style-type: none"> • Family Law information and legal advice • Information on finding a legal aid Family lawyer • Help with completing Family Court application forms and affidavits • Help with preparing for conferences or Family Court events • Help with understanding Family Court orders.

Payment

The Funds for this Grant is \$169,436 (excl. GST).

A breakdown of these costs is as follows:

28 hours of staff solicitor time per week @ \$119 per hour (48 weeks per year)	\$ 159,936
Recruiting and training costs for volunteers (including staff time and materials)	\$ 2,500
Advertising of service	\$ 1,000
Technology requirements	\$ 3,000
Printing materials	\$ 3,000
Total	\$169,436

No expenses will be paid in addition to those included in the table above.

The Ministry will pay the Grant to the Grant Holder on the following payment date:

Payment date	Payment amount
1. By 6 May 2024	\$169,436 (excluding GST)
Total amount payable under this Grant	\$169,436 (excluding GST)

Receipt by the Purchasing Agency of a valid tax invoice by 29 April 2024 is required for payment.

Reporting

The Grant Holder will provide the Ministry with a monthly report. At a minimum, the following information must be included:

Description of report content	Due date
Number of clients that have accessed the services for the month, by the weekdays the services operate	By the end of the first week of the following month
Commentary on the key observations	
Any risks and/or issues relating to the Grant or the operational arrangements	

The monthly report must be emailed to the Ministry's Relationship Manager using the following contact details: james.frazer@justice.govt.nz and clcreporting@justice.govt.nz.

Meetings between the Parties

As part of existing quarterly relationship management meetings as outlined in the Outcome Agreement between the Parties that commenced 1 July 2023 for the provision of community legal assistance, the Parties will meet either in person or via video conference, to discuss operational matters relating to this Grant, including how the Initiative is performing and any risks or issues relating to the Grant.

If you have any questions regarding this Grant or if there is a change in the circumstances under which you operate or to the Initiative being provided, please contact me.

If you agree **with the contents of this letter, and the terms and conditions**, please:

- fill out the conflict-of-interest section in the terms and conditions;
- sign the duplicate of this letter in the place indicated below; and
- return the duplicate letter to me for the Ministry to sign.

Nāku noa nā

James Frazer
Principal Advisor
s9(2)(a)

james.frazer@justice.govt.nz

Signatures

The Ministry of Justice

Signed by Carl Crafar, Chief Operating Officer, on behalf of the Ministry of Justice:

s9(2)(a)

29/4/24
Date

Community Law Canterbury

Lawrence Kimberley, Chief Executive, confirm that:

- I have authority to sign for Community Law Canterbury;
- The contents of this letter correctly set out the agreement between the Parties; and
- The agreement has not been altered from what was last provided by the Ministry.

s9(2)(a)

24 April 2024
Date

Signature

Date

Terms and conditions of the Grant

The Ministry of Justice is paying the Grant to the Grant Holder under the following terms and conditions:

1. The Grant Holder must only use the Grant for the Initiative.
2. The Grant Holder will not do or omit to do any act that may bring themselves or the Ministry into disrepute.
3. The Parties will act in good faith to give effect to the provisions of this Grant.
4. The Grant Holder must ensure that the risks of undertaking the Initiative are adequately covered, whether by insurance or otherwise, and the Ministry will not be liable for any loss or damage arising from the Initiative.
5. The Ministry cannot guarantee that there will be any money available to further fund the Initiative after the Timeframe and the Grant Holder should not expect or rely on continued funding.
6. The Grant Holder will not sub-contract or assign the benefits or obligations of this Grant to any third party without prior written permission from the Ministry, and no third party may enforce this Grant.
7. This Grant may be amended by the written agreement of the Parties.
8. The Grant Holder will notify the Ministry as soon as practicable if it believes it may not be able to undertake the Initiative in accordance with this Agreement. The Ministry will offer assistance to the Grant Holder, where appropriate, to resolve any issues impacting the Initiative.
9. The Parties agree to use their best endeavours to resolve any dispute or difference that may arise under this Agreement. At a minimum this must include a discussion between the Parties.
10. The Parties may agree a remedy plan in the event there has been a breach of this Grant or disagreement regarding it. The written remedy plan will describe the actions required to be taken by the relevant Party or Parties, the timeframe in which the actions must be completed, and to whose satisfaction the actions must be completed.
11. The Ministry reserves the right to terminate the Grant if there is a change of government policy, or the Grant Holder:
 - a. does not comply with these terms and conditions;
 - b. does not deliver on an agreed remedy plan;

- c. becomes bankrupt or insolvent; or
- d. does not appropriately manage any conflicts of interest (at the sole discretion of the Ministry).

12. The Grant Holder will repay a portion of the Funds (at the sole discretion of the Ministry), if the Grant Holder:

- a. does not satisfactorily deliver the Initiative; or
- b. is unable to deliver the Initiative; or
- c. does not complete the Initiative because this Grant is terminated; or
- d. misuses or misappropriates any part of the Funds.

13. The Grant Holder will ensure the Funds are managed in accordance with the standard of conduct the public expects in the use of public monies, with the highest degree of integrity and honesty, and with a particular focus on management of any actual or perceived conflicts of interest, using the format below.

The Grant Holder is aware of the following actual or perceived conflicts of interest:

Conflict of interest	Actual/perceived	Plan to manage conflict of interest
A perception of preferential treatment in making Legal Aid referrals to other firms, noting CLC's role as a gatekeeper for making referrals	Perceived	CLC will use the list of Family Law Legal Aid providers listed on the MOJ website and will rotate through them to negate any perception that an overly close relationship exists with any firm or lawyer. This is important because there are lawyers on the CLC Board whose firms may practice in family law, so avoiding any perception of favouritism is key to good relationships and the success of the Pilot.
A perception of preferential treatment in making Legal Aid referrals to ourselves, noting CLC's role as a gatekeeper for making referrals	Perceived	At present, CLC has no lawyers with lead provider status in family law (except for Melissa Sandom), and as such CLC is not taking on legal aid work. This status may change if a new family solicitor with lead provider status is recruited, however as per the above, CLC will utilise a rostered list of available Legal Aid providers for referrals to mitigate any bias. If this situation arose, then the Parties would discuss this at that time.

Ministry of Justice Audit Report

Community Law Canterbury

Author: David Stephens

Date: February 2021



New Zealand Government

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Executive Summary

1.1 Background

The Ministry of Justice contracts with and funds 24 Community Law Centres (CLCs) to provide community legal services, which include case work (representation, advice and assistance), legal information, education and community engagement. The Legal Services Act 2011 (section 96) permits the Ministry to audit the services provided by a CLC.

On 11 November 2020 the Ministry conducted an audit of Community Law Canterbury (“Canterbury”). The audit was performed in accordance with the Provider & Community Services Audit Programme.

This report sets out the findings and recommendations arising from the audit.

The audit field work was conducted by David Stephens.

1.2 Audit Purpose

The Ministry of Justice conducts audits to assess and review the quality and value of the legal services provided by Canterbury as per the Outcome Agreement.

1.3 Audit Scope

The audit focused on the following key areas:





- Casework services
- Law-related education
- Legal information services
- Management
- Governance

1.4 Summary of Audit Findings

Canterbury responded well to the audit. The audit plan was completed through the provision of a number of detailed and helpful response documents, and supporting information was provided during and after the audit visit. The General Manager and Supervising Solicitor were interviewed by the auditor (interview comments are attributed to “Canterbury” in this report).

On the basis of the audit review Canterbury has demonstrated that it has effective operational and managerial processes in place to ensure that legal services are delivered to clients in accordance with the outcome agreement. One minor issue was identified.

AUDIT SCOPE	RATING	KEY ISSUES
Casework Services	Effective	One minor issue was identified. No risks were identified
Law-related Education	Effective	No issues or risks were identified
Legal Information Services	Effective	No issues or risks were identified
Management	Effective	No issues or risks were identified
Governance	Effective	No issues or risks were identified

KEY	DESCRIPTION
	Effective controls and systems in place: no issues or risks were identified.
	Effective controls and systems in place: minor issues or risks were identified.
	Inadequate controls and systems in place: major issues or risks were identified.
	Ineffective controls and systems in place: a complete review is required.

David Stephens

[Ministry of Justice]

1.5 Community Law Canterbury Audit Response

Casework Services

2. Casework Services Summary

2.1 The Ministry applied the following Casework Services criteria and standards for the Canterbury audit:

Casework Criteria

Casework services assist clients without the means to otherwise pay for legal advice, assistance and representation to resolve their legal problems.

Casework Standards

- People who lack the means to otherwise to pay for legal services have access to legal advice, assistance and representation.
- Clients receive legal advice, assistance, and/or representation that meets their assessed needs.

2.2 Auditor's Findings

On the basis of the audit visit and interview, Canterbury's audit plan responses and additional information supplied during the audit visit, the auditor is satisfied that Canterbury has effective processes in place to assess and manage clients - with one minor issue identified.

Casework Services Standard 1: People who lack the means to otherwise pay for legal services have access to legal advice, assistance and representation.

The key audit focus of this standard was to determine how legal needs are identified, how the eligibility criteria are addressed, who makes that assessment, and the process for determination of the legal assistance/advice the client needs. The auditor requested that Canterbury provide all policy documents relevant to the legal services provided to clients.

Process

A person is treated as a client as soon as he or she receives any information, advice or other assistance from Canterbury. Clients are recorded by the category of assistance provided.

Clients can seek assistance a number of ways. Clients seeking assistance by telephone can do so via Canterbury's "Infoline" telephone service, or by telephoning Reception.

Infoline is staffed by volunteers who provide information on the nature of the issue and available legal options, but no legal advice is provided as part of the Infoline service. Infoline operates during working hours only and volunteers are able and encouraged to access Canterbury's large in-house legal team for support and assistance in dealing with any query. The detailed Infoline process document provided makes clear to volunteers that legal advice must not at any stage be given as part of the service, and if the client wants/requires legal advice the volunteer may book an appointment with a lawyer at Canterbury. If the issue is outside the scope of Canterbury's service, the client is referred to an appropriate agency. Personal client information, including financial circumstances, are recorded by the volunteer, but no eligibility filter or assessment is applied at this stage.

Clients telephoning reception, that do not wish to utilise the Infoline service, will be invited to drop in or attend an appointment at either Canterbury's Montreal Street office or at one of the 10 outreach centres serviced by Canterbury throughout the region. Personal client information, including financial circumstances, will be recorded but again no eligibility filter or assessment is applied at this stage. As above, if the issue is outside Canterbury's scope of service the client is referred out.

For clients attending in person, either via an appointment or by utilising the drop-in service (available 4 times a week), the receptionist or other staff member will complete a conflict check – and if clear the client is directed to a staff member for advice. Canterbury employs 19 Staff Solicitors ("Canterbury lawyers") and is assisted by volunteers (either practising lawyers or senior law students). If no Canterbury lawyer or volunteer lawyer is available to see a client requiring advice, the advice interview is conducted by a non-lawyer volunteer – who will provide any required advice after first speaking to an on-site Canterbury lawyer and recording the advice to be given in a designated form. The advice is then relayed to the client at the interview in accordance with the Canterbury lawyer's written guidance.

The advice session, including advice given, is recorded in Canterbury's standard Legal Advice Interview Sheet ("the advice form"). Any such recorded advice is peer reviewed by a different Canterbury lawyer within 24 hours - and the client contacted if any correction or addition required.

If ongoing assistance is required, and the client is financially eligible (as below), a determination is made whether that ongoing assistance/representation should be provided by Canterbury as part of its Ministry funded community legal services - or by Canterbury under a legal aid grant (subject to an application for legal aid being made and granted). The determining factor will be the extent of any assessed repayment the client would have if granted legal aid.

If ongoing assistance and/or representation is to be provided by Canterbury, a distinct "representation/assistance" file is opened for that client. Only at that stage is a letter of engagement prepared and sent to the client. The copy provided during audit was well prepared and informative, and attached Canterbury's standard Terms of Engagement document.

Terms of engagement information is *only* provided to clients with a letter of engagement – at the assistance and representation stage, and “advice only” clients do not receive the Terms of Engagement document. It is recommended that the Terms of Engagement document be provided to advice only clients at the advice interview, and that the provision of the Terms of Engagement document be recorded in the advice form. Clients may not want to take the terms of engagement, but they should be offered it when receiving legal advice from Canterbury.

The client’s evaluation of the advice session is recorded on the advice form via the client’s answer to the question of whether Canterbury “helped the client understand his/her options”. In addition, interview rooms contain a notice inviting client feedback and at interview Canterbury confirmed that phone surveys are conducted for approximately 5% of clients attending. No survey results were viewed.

The following forms and information were provided by Canterbury:

- The advice form (colour coded for different law types)
- Client matter progression chart
- Standard client information/authority form
- Standard Terms of Engagement
- Supervision policies
- Volunteer & Infoline guides/ practices

Eligibility assessment

In the completed audit plan, Canterbury confirms it has adopted an “unrestricted Infoline and preliminary advice service”, with eligibility checking introduced only after the preliminary advice stage. The audit plan confirms that if a client attends an advice appointment no financial eligibility assessment is undertaken - unless and until the client requests ongoing assistance or representation.

The “Client Matter Progression” flowchart provided confirms that position. The chart states that statistical information, including financial circumstances, is gathered as part of an Infoline call, reception call or drop-in enquiry - but no eligibility assessment is undertaken until the advice session is complete and a determination made as to whether ongoing assistance is required. Only once the need for ongoing assistance, beyond the initial advice session, is confirmed will the client’s financial circumstances be considered and assessed.

The advice session, including the legal advice given, is recorded by the Canterbury lawyer or volunteer in a standard “Legal Advice Interview Sheet”, colour-coded for different law types. That form records the outcome of the handover check and whether a conflict of interest was found – and what does appear to be a limited

eligibility assessment to be completed at that handover (before advice) stage – describing a “CLC policy” that Canterbury “can’t help” if the client is a business, a landlord, an employer, has his/her own solicitor or based on the type of legal issue.

The audit plan and other documentary material therefore suggest either no eligibility assessment until after the initial advice stage, or a very limited eligibility assessment prior to the advice interview (based on “type of client” only).

At interview, Canterbury confirmed that there *is* a limited eligibility assessment prior to the initial advice session by the application of a non-written policy disseminated to Canterbury lawyers through supervisors - that Canterbury will not act for clients who are landlords, business owners etc. At interview Canterbury further confirmed that no other eligibility assessment is undertaken until the initial advice stage is completed – and only if the case requires further input (through either the assistance or representation stages).

A full eligibility assessment is not therefore undertaken for any “advice only” cases. Only if the case extends beyond that advice stage, into assistance and/or representation, will a full eligibility assessment be completed. Canterbury’s annual report for 2019/2020 confirmed that of a total of 8,324 clients for that year - 4,199 received advice, 3,596 received information and 529 received assistance or representation. “Advice only” work accounted for 50.4% of Canterbury’s client engagement - and was all conducted without client financial eligibility being adequately assessed.

This is noted as a minor issue and it is recommended that a full eligibility assessment be undertaken for all clients receiving legal advice from Canterbury.

Casework Services Standard 2: Clients receive legal advice, assistance and/or representation that meets their assessed needs.

The key audit focus of this standard is to assess if Canterbury identified and understood the client’s needs and met those needs with appropriate casework.

Ten random files were chosen and examined on site. All ten files were completed to a satisfactory standard, relative to the nature of the client’s issues and advice and casework provided. Of the files viewed:

- A standard advice form was satisfactorily completed for each file. The information on the form appeared sufficiently detailed and appropriate – relative to the advice provided.
- The seven advice only files, comprising the advice forms only, did not contain any record of eligibility assessment.
- The remaining three assistance/representation files were well documented and recorded appropriate and thorough assistance and representation.
- No files contained a copy of Canterbury’s Terms of Engagement, or confirmation that the Terms of Engagement had been provided to the client.

No files contained any copy of proof of client identification. It is suggested that clients attending in person should provide appropriate proof of identification, and a copy taken and kept on each file. At interview Canterbury agreed with that suggestion and would consider its implementation.

Canterbury uses various channels to keep clients informed of their legal situation including:

- Face to face meetings.
- Email.
- Telephone.
- Letters.

The assigned lawyer keeps clients apprised of progress and developments.

2.3 Casework Services Summary / Recommendation

Canterbury has effective controls and systems in place. On the basis of the casework files and policy review, and following interview, one minor issue (eligibility assessment) was identified and requires resolution.

2.4 Canterbury Audit Response

The Board has discussed this Audit Report. It is accepted as the issue raised has been addressed. The Board was pleased with the report.

2.5 Responsibility

2.6 Completion Date

Law-Related Education

3. Law-Related Education Summary

3.1 The Ministry applied the following Law-Related Education criteria and standards for the Canterbury audit:

Law-Related Education criteria

Law-related education is accessible to individuals and communities and meets the needs of the community.

Law-Related Education Standards

- Accurate and appropriate law-related education materials are developed.
- Law-related education is accessible to individuals and communities.
- Law-related education is prepared and provided by staff members or volunteers with appropriate legal knowledge and skills.
- Education programmes are evaluated, and the feedback informs further programme improvements.
- Law-related education for Maori.

3.2 Auditor's Findings:

Based on the audit visit, the completed Canterbury audit plan and the policy and other documentary material provided, the auditor is satisfied Canterbury has effective operational processes in place to ensure appropriate law-related education (LRE) is accessible to individuals and the community.

LRE Standard 1: Accurate and appropriate LRE materials are developed

The key audit focus was to assess whether all written materials are reviewed regularly for accuracy, and to check that procedures are in place to identify educational gaps and the needs of the community.

LRE modules are prepared by the three Legal Educators with assistance from appropriate Canterbury lawyers if required. All modules are reviewed prior to each delivery – for accuracy and appropriateness for the intended audience. Accuracy of legal content is reviewed by the Legal Educators (two of whom have full or partial law degrees) and an appropriate Canterbury lawyer if required. When developing a new module, the LRE team will review material available from other educators (through the Education Hui) to source appropriate material, and search the Canterbury

database to locate any module that could be updated or adapted for the required LRE session.

A number of LRE PowerPoint pages were provided on several topics. They appeared well prepared and appropriate.

LRE Standard 2: LRE is accessible to individuals and communities

The key audit focus for this standard was to assess whether LRE services are made accessible to all community members, scheduled at appropriate times and tailored to the audience.

LRE is delivered through scheduled presentations to community and educational groups. In the audit plan and at interview Canterbury confirmed that it responded to feedback and requests from partners and organisations and would also identify the need for education from trends within its legal clinics. A number of emailed requests for LRE sessions, from community groups and schools, were provided.

LRE sessions are delivered through variety of means to ensure they are widely accessible – including seminars, workshops, clinics, community meetings and remotely – by Zoom and podcast. Particular needs of the likely audience are also taken into account and modifications to the presentation and/or method of delivery are made as necessary.

Canterbury's performance measure for the current financial year is to deliver 180 LRE sessions to 3,600 participants. That current target was comfortably exceeded in the previous financial year (to 30 June 2020). Canterbury's annual report confirms that despite the Covid 19 restrictions, 215 LRE sessions were delivered to a total of 6,488 participants.

In the audit plan and at interview Canterbury confirmed that the LRE delivered included sessions on a number of family estate issues (including children, separation, wills and enduring powers of attorney), tenancy, employment law (limited to minimum rights and redundancy issues), criminal law (defendant's rights/limits of police powers), privacy, and licensing objections. Canterbury's annual report noted that in the wake of the Christchurch Mosque attacks, Canterbury had developed its relationship the Office of Ethnic Affairs and the University of Canterbury's law school and had as a result developed and delivered a series of LRE sessions for younger community members to help them understand the New Zealand legal system.

LRE Standard 3: LRE is prepared and provided by staff members or volunteers with appropriate legal knowledge and skills

The key audit focus for this standard was identifying what skills and experiences the LRE educators have, whether guidelines are used, and whether the educators have an understanding of the legal content.

LRE sessions are prepared and delivered by the LRE team of 3 Legal Educators, 2 of whom hold partial or full law degrees and the 3rd holds a communications degree. All

have either 3 to 4 years' experience delivering LRE at Canterbury. At interview Canterbury confirmed that the LRE team, in both preparation and delivery, is supplemented by available Canterbury lawyers where appropriate or required.

LRE Standard 4: education programs are evaluated, and the feedback informs further programme improvements

A standard evaluation form is provided to each participant at the end of a LRE session - which asks the participant to rate ease of understanding, whether their understanding of the issues has improved, whether their understanding of community law centres has improved and whether they would recommend the session to others. Canterbury sends a similar feedback template form to the organisation/community group school to gain the organisation's feedback.

A random sample of feedback forms was viewed during the audit visit. They showed generally positive feedback. A bundle of emailed requests for LRE sessions included one very positive feedback report from a community group, and the requests themselves commented favourably on the quality and value of previous LRE sessions to their groups.

Canterbury has a well-documented policy for feedback review and process improvement. The policy documents the process the LRE team will follow for both positive and negative feedback – including identifying any deficiency in either content or presentation and determining any necessary correction/improvement.

LRE Standard 5: LRE for Maori

The audit plan confirms that Canterbury targets 3 specific groups for Maori LRE and is guided by each organisation as to the needs to be addressed. Topics addressed in LRE sessions for Maori are the same as for other audiences, but the presentation is adapted as necessary to acknowledge culturally relevant factors in the presentation. Canterbury also confirmed that the response to feedback is in line with the feedback review/improvement process identified above.

3.3 LRE Summary / Recommendation

Canterbury has effective controls and systems in place across all the audit criteria areas. No issues or risks were identified.

3.4 Canterbury Audit Response

3.5 Responsibility

3.6 Completion Date

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Legal Information Services

4. Legal Information Services Summary

4.1 The Ministry applied the following Legal Information Services criteria and standards for the Canterbury audit:

Legal Information Criteria

Legal Information Services are accurate, respond to community needs and are delivered in a cost-effective manner.

Legal Information Standard

Legal information is accessible by individuals and communities.

4.2 Auditor's findings

On the basis of the audit visit, the auditor is satisfied that Canterbury ensures that appropriate legal information is accessible by clients.

Legal information is primarily available to clients through Canterbury's Infoline service. Infoline normally operates Monday to Friday (between 10 am and 4 pm) and is staffed by volunteers under the supervision of the Infoline Volunteer Coordinator (a designated Canterbury lawyer). All aspects of the Infoline service are carefully prescribed and documented in the provided "Volunteers Guide to Infoline" material, which sets out the nature of the information to be provided, multiple sources of information for volunteers to access when providing information to callers, and that any Canterbury lawyer can be approached for assistance with a call – and assistance will be provided (by that lawyer or a colleague). The Infoline policy is thorough and appropriate, and suggests the service is delivered efficiently and with adequate quality controls in place.

Canterbury also provides information via email and some leaflet/fact sheet material (samples of which were provided) at its Montréal Street office.

4.3 Legal Information Services Summary / Recommendation

Canterbury has effective systems and controls in place across all the relevant audit criteria. No issues or risks were identified.

4.4 Canterbury Audit Response

4.5 Responsibility

4.6 Completion Date

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Management

5. Management Summary

5.1 The Ministry applied the following Management criteria and standards for the Canterbury audit:

Management Criteria

Canterbury is managed in an efficient and effective manner to ensure the provision of timely, appropriate and quality community legal services to clients and the community.

Management Standards

- Policies and procedures required for service delivery are in place.
- Community legal services comply with all statutory and legal requirements.
- Management processes are conducted in accordance with good employment practice and comply with relevant legislation.
- Accurate records are maintained, and those are securely stored.
- Legal services are provided by staff members or volunteers with appropriate legal expertise, and they are properly supervised.

5.2 Auditor's Findings

Based on the audit work, Canterbury's compliance with plain text documentation expected by Canterbury, the matter is resolved that Canterbury has effective policies and procedures in place to ensure legal services are delivered efficiently and effectively.

Management Standard 7: Policies and procedures required for service delivery are in place

The key audit focus for this standard was to identify the operational policies Canterbury has, including the client reception process.

A number of policy documents were provided before, during and after the audit. Following the audit, Canterbury provided a total of 23 management policies, and the accompanying policy documents. The policies attached to the final list addressed finance, governance, HR, service delivery, compliance and operational matters, and the policies were well prepared and appropriate. Also attached were new policies under development, including a "client and preparation" policy. A

policy review program is underway by the Board but has been delayed throughout last year by Covid 19 disruptions. A list provided by Canterbury during the audit visit confirmed that 5 policies were subject to current review, in excess of 8 had recently been reviewed and 2 policies were scheduled for future review.

The written complaints policy reviewed was thorough and appropriate. Complaint/feedback notices are appropriately displayed on the walls of the interview rooms at the Montreal Street office. At interview Canterbury agreed that the notice should be expanded to confirm the existence of a complaints policy and that a copy of that policy can be provided if requested (and for such copies to be available to clients). And Canterbury also agreed to the auditor's suggestion that a central register should be kept of any complaints made - to allow analysis of any trends and for appropriate rectification steps to be taken.

In addition to the policy documents described above, Canterbury has a thorough and well-developed documented supervision policy - specific to the experience levels of its lawyers.

Management Standard 2: Community legal services comply with all statutory and legal requirements

The key audit focus for this standard was to ensure that all statutory and professional obligations were met.

Canterbury clients are assigned to available volunteers or lawyers on a first come, first served basis, dependent upon the nature of the assistance sought. Information provision and casework is undertaken by appropriately qualified and experienced staff, who are either volunteers operating within an appropriate and carefully defined process for interaction with clients, or well supervised lawyers. As addressed below, supervision requirements are more than adequately met by Canterbury.

All Canterbury lawyers providing legal services hold current practising certificates.

Management Standard 3: Management processes are conducted in accordance with good employment practice and comply with relevant legislation

The key audit focus for this standard was to ensure Canterbury had adequate HR functions in place.

Canterbury had an adequate recruitment process to ensure applicants have the required core skills for the particular role. Roles are appropriately advertised.

Canterbury has management policies to address appropriate HR and employment conduct issues.

Management Standard 4: Accurate records are maintained and securely stored

The key audit focus for this standard was to ensure client information was secure and Canterbury's submitted performance measures were accurate.

At the Montréal Street office, completed casework files are filed and stored in a secure area and current casework files are stored centrally. Canterbury lawyers work in a mixture of open plan and private office space. Dedicated private interview rooms are available to see clients.

During the audit visit the reception area was staffed continuously.

Management Standard 5: Legal services are provided by staff members or volunteers with appropriate legal expertise, who are appropriately supervised

The key audit focus for this standard was to ensure Canterbury had adequate supervision of staff members, and work was completed by an appropriately qualified staff member or volunteer.

CPD compliance for Canterbury lawyers is reviewed and monitored throughout each CPD year.

As noted above, legal advice is either provided by an appropriate Canterbury lawyer (based on the nature and type of case), or by a volunteer working with an appropriate on-site Canterbury lawyer (relaying advice recorded by the lawyer in a standard form). On that basis all legal advice is provided by staff with appropriate legal expertise.

For advice only work, the completed advice form (completed by one Canterbury lawyer) is checked by another Canterbury lawyer within 24 hours of the initial advice being given - to ensure that accurate and appropriate advice has been provided. Any necessary correction or addition is immediately provided to the client.

For ongoing assistance and representation work, supervision is overseen by the Supervising Solicitor, and two or more senior Canterbury lawyers who assist her in that role. There is a clear and defined supervision policy for each practice year up to the fourth year and beyond – with the most intensive supervision occurring in “year one” followed by appropriately decreasing intensity for subsequent years. A first year Canterbury lawyer cannot send a letter of engagement to a client (for assistance/representation cases) without clearance from his or her supervisor, and must attend a weekly supervision meeting and bring a complete list of all files opened and held, with a detailed summary of the issues and developments on each file. The status and progress of each file will be reviewed by the supervisor at that weekly meeting. For second year Canterbury lawyers, supervision meetings are held monthly, and Canterbury lawyers in their third, fourth and subsequent years are subject to more informal supervision based on identified need.

In addition to the structured supervision policy, Canterbury lawyers are encouraged to discuss issues with supervising and senior staff as much as possible, with first year lawyers encouraged to do so on a “on a daily basis”.

Canterbury's well-structured and comprehensive supervision policy and practice meets the requirements of section 31(4) of the Lawyers and Conveyancers Act 2006.

5.3 Management Summary / Recommendation

Canterbury has effective controls and systems in place across the audit criteria areas. No issues or risks were identified.

5.1 Canterbury Audit Response

5.2 Responsibility

5.3 Completion Date

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Governance

6. Governance Summary

6.1 The Ministry applied the following governance criteria and standards for the Canterbury audit:

Governance Criteria

Canterbury has effective and efficient governance.

Governance Standards

- An appropriate governance structure is in place.
- Management plans
- Reporting and monitoring processes are in place.

6.2 Auditor's Findings:

Based on the audit visit, Canterbury's interview responses and supporting information supplied by Canterbury, the auditor is satisfied Canterbury has an appropriate governance structure in place.

Governance Standard 1: An appropriate governance structure is in place

The key audit focus of the standard was to identify the Governance structure and its decision-making processes.

Canterbury is an incorporated society and a registered charity. Canterbury's Board holds monthly meetings.

The Board appears to comprise 11 current members, over half of whom hold a legal qualification. Other members are described as having backgrounds in the governance of community organisations and agencies. The current treasurer is a practising accountant and other Board members are described as having significant fund management experience. Membership comprises five men and six women and accordingly appears to be appropriately gender balanced. No information was provided as to the cultural groups to which Board members may belong, but the audit plan states that Board membership is "generally representative of the community demographic within the area of operations".

Governance Standard 2: Management plans

An appropriate mission statement and strategic plan was provided, that addresses Canterbury's current operation and future sustainability. The strategic plan includes

reference to ensuring that adherence to the Treaty of Waitangi is incorporated in all of Canterbury's activities.

The audit plan confirms that the Board operates a risk register that identifies strategic and other risks and measures, and the measures to be taken in mitigation of those risks. The register is updated regularly by a subcommittee which reports on progress to the Board.

Governance Standard 3: Reporting and monitoring processes are in place

The key audit focus for this standard was to identify whether the Board has ensured that reporting and monitoring processes are in place.

Canterbury is a large organisation with a relatively high number of professional and other staff members. Canterbury is also a diverse organisation in that it receives funding from a number of entities and provides a range of services - in addition to the community legal services provided in accordance with the outcome agreement with the Ministry of Justice ("the Ministry"). Canterbury's annual report for 2019/2020 confirms funding from 6 organisations including the Ministry, with a 7th stream of "other income" reflecting various sources. Revenue from the Ministry accounted for 42% of the total revenue received by Canterbury for that financial year, with 33% of revenue being received from MBIE (for the ongoing GCCRS earthquake claims resolution service), and with lesser amounts attributed respectively of the Ministry of Police, Christchurch City Council and NZ Lottery Grants. In the same annual report, the Manager noted that Canterbury received income from "20 different streams" in that financial year.

The annual report also noted the growth in Canterbury's ability to provide legal services under the legal aid scheme, and an increase in the number of legal aid assignments accepted. The report noted that if that type of work continues to expand the creation of a separate entity, to conduct representation through legal aid grants, may be necessary.

Monthly Board meetings are well documented. The agenda for a recent Board meeting included comprehensive year-to-date financial reports (reflecting both revenue and capital accounts) and a number of draft policies for consideration and further action. The thorough annual report for 2019/2020 included detailed and explanatory financial reporting and audited financial accounts (including the independent auditor's report).

6.3 Governance Summary / Recommendation

Canterbury has effective and efficient governance in place. No issues or risks were identified.

6.4 Canterbury Audit Response

6.5 Responsibility

6.6 Completion Date

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