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18 February 2025

James

By email: fyi-request-29067-d9bcd5f7@requests.fyi.org.nz

Ref: H2024055400

Tēnā koe James,

Response to your request for official information

Thank you for your request under the Official Information Act 1982 (the Act) to the Ministry of Health – Manatū Hauora (the Ministry) on 5 November 2024 for information regarding funding for the I Am Hope foundation. You requested:

"All communications including but not limited to emails, texts, and meeting notes regarding KPI's, targets and key deliverables in relation to I am Hope's 24 million dollars of funding. This should include the final signed off requirements."

20 documents have been identified in scope of this request. The documents and decisions regarding release are outlined in Appendix 1. Where information is withheld under section 9 of the Act, I have considered the countervailing public interest in release and consider that it does not outweigh the need to withhold at this time.

Please note, the document titled *Budget 2024 Vote Health – materials for the production phase* states that it is estimated that the funding will allow I Am Hope to support up to 10,000 young people access their services. This is because the Budget documents were produced prior to I Am Hope's public commitment that the funding would enable them to support 15,000 young people to access their services. I Am Hope is currently on track to reach the 15,000 figure before the end of the first contract year.

If you wish to discuss any aspect of your request with us, including this decision, please feel free to contact the OIA Services Team on: oiagr@health.govt.nz.

Under section 28(3) of the Act, you have the right to ask the Ombudsman to review any decisions made under this request. The Ombudsman may be contacted by email at: info@ombudsman.parliament.nz or by calling 0800 802 602.

Please note that this response, with your personal details removed, may be published on the Manatū Hauora website at: www.health.govt.nz/about-ministry/information-releases/responses-official-information-act-requests.

Nāku noa, nā

Geoff Short

Deputy Director-General

Clinical, Community and Mental Health | Te Pou Whakakaha

Appendix 1: List of documents for release

#	Date	Document details	Decision on release
1	16 February 2024	Excerpt of Annex 4 from H2024035078 – Gumboot Friday – Funding to deliver free youth mental health counselling services	Excerpt released in accordance with section 16(1)(e) of the Act. Some information withheld
2	April 2024	2022/23 Annual Review Debate: Key messages H2024040118	under section 9(2)(a) of the Act.
3	10 May – 17 October 2024	Weekly priority updates to the Minister for Mental Health	Excerpt released in accordance with section
4	16 May 2024	Budget 2024 Vote Health – materials for the production phase	16(1)(e) of the Act.
5	21 May 2024	Event Briefing: Mental Health pre-Budget announcement at Parliament (22 May 2024) H2024041712	Released in full.
6	5 June 2024	Memo: Approval to enter into a direct source contract with I Am Hope Foundation	
7	June 2024	Excerpt of Key Messages – Minister Doocey	Excerpt released in accordance with section 16(1)(e) of the Act. Some information withheld under section 9(2)(a) of the Act.
8	1 July 2024	Contract for Services – I am Hope Gumboot Friday Early Intervention Counselling	Some information is withheld under section 9(2)(a) of the Act.
9	3 July 2024	Minister for Mental Health Weekly Report	Excerpt released in accordance with section 16(1)(e) of the Act. Some information withheld under section 9(2)(a) of the Act.
10		Memorandum of Understanding (MOU)	Released in full.
11	14 August 2024	Minister for Mental Health Weekly Report	Excerpt released in accordance with section
12	11 September 2024	Minister for Mental Health Weekly Report	16(1)(e) of the Act. Some information withheld
13	2 October 2024	Minister for Mental Health Weekly Report	

#	Date	Document details	Decision on release
14	September 2024	Excerpt of 2024/25 Estimates of Appropriation – Key Messages – Minister Doocey	
15	July 2024	Invoice from the I am Hope	Some information is withheld
16	August 2024	Foundation to the Ministry of Health	under section 9(2)(ba)(i) to protect information that is
17	September 2024		subject to an obligation of
18	October 2024		confidence and making it available would likely prejudice the supply of similar information, or information from the same source.
19	July – August 2024	Bimonthly reports for the I am	Released in full.
20	September – October 2024	Hope Foundation	

Annex 4: Budget 2024 New Spending Template (invite only)

Section 1: Overview

Section 1A: Basic in	iitiative	information								
Initiative title (max 120 characters)	Gumbo	ot Friday – funding	to de	eliver free	e youth m	nental	health	counselli	ng services	
Lead Minister	Minister	of Health			Age	ncy	Ministr	y of Heal	th	
Initiative description (max 800 characters)	Trust/G youth b	iative provides \$6. umboot Friday (Gu etween the ages of als on wait lists for	mboo f 5 an	ot Friday d 25 to I) to delive nelp fill a	er free gap ir	e menta n existir	I health o	counselling	services for
PA Objective	☐ Ca _l	pital Investment			\boxtimes	Gov	ernmer	nt Policy	Commitmen	t
Is this a cross-Vote initiative?	No	Click or tap I	nere	to en	ter text		~	OL		
Agency contact	Phone: Email:	Heather Raeburn s 9(2)(a) .raeburn@health.g		Treasur (Vote A	ry contac nalyst)	t	Phor Ema			govt.nz
Section 1B: Summa Operating costs associate										
2023/24 2024/2		2025/26		2026/2	27		2027/2 outyea		Total	
0.000 6.000		6.000		6.000			6.000		24.000	
*For irregular outyears, add limited funding. See the Go outyears into CFISnet.										
Capital costs associated	with initi	ative (\$m)								
23/24 24/25 25/20	26/2	27 27/28	28/29	9 2	29/30	30/3	31	31/32	32/33*	Total
N/A N/A N/A	N/A	N/A	N/A	1	V/A	N/A		N/A	N/A	N/A
*Extend the profile above it	funding i	s needed beyond 2	2032/	33.						

Section 2: Alignment and options analysis

Section 2A: Problem definition

There has been a large increase in self-reported psychological distress among people aged 15–24, according to the New Zealand Health Survey. For children aged 0–14, there has been an increase in anxiety disorders and emotional/behavioural problems, both of which have roughly doubled from 2011/12 to 2021/22. Similarly, self-reported levels of unmet need for professional help for emotions, stress, mental health or substance use has increased from 4.9% of those 15 years and older in 2016/17 to 8.8% in 2021/22. These increases disproportionately affect Māori given the younger population profile.

Approximately 37% of youth 0-19 years old waited longer than 3 weeks for specialist mental health services in 2022/23. The free counselling services offered by Gumboot Friday can assist young people with mild to moderate mental health needs who either do not meet the necessary acuity threshold to access specialist mental health services, as well as a small number of young people with higher needs currently waiting for access and otherwise not receiving services. Gumboot Friday's service delivery capacity is currently constrained by funding, which is reliant on charitable donations. This includes both the number of individuals served as well as the number of counselling sessions available per person. There are both immediate benefits and long-term savings realisable through investing early in the life course.

What is the problem that this initiative is trying to solve and why does it need to be solved now?

The Government funds and delivers a range of specialist mental health services including specialist services for youth, as well as some mental health services available in primary care settings. The majority of mental health and addiction service delivery is community-based, with only the highest acuity and/or intensity services delivered within hospital settings. There are also a range of crisis respite services, alternatives to acute admission and residential services in most parts of the country. The non-governmental organisations (NGO) sector plays a vital and significant role in providing aspects of rehabilitation and other support for people with enduring mental health conditions and addiction requiring ongoing community care. While access to some service types has increased due to recent increased investment, overall service demand has grown faster than access, and there is increasing pressure on mental health services.

Gumboot Friday enables youth between the ages of 5 and 25 to access free mental health counselling services, however funding for the counselling services relies on charitable donations. The organisation maintains a database of counsellors qualified to work with young people and funds two free counselling sessions per client, however additional counselling sessions can be provided for some youth with higher needs while waiting for access to specialist mental health services. The service augments existing government-funded mental health services for youth with mild to moderate needs.

NGO and community mental health service providers are working to respond to their communities' needs and reduce demand on Health New Zealand-delivered specialist mental health services, however their capacity is constrained by available funding. Specialist mental health services are also at capacity. Early intervention before a person's needs escalate to requiring specialist mental health services can ultimately reduce overall demand on specialist services. Funding to support existing NGO providers to increase capacity to serve more individuals with mild to moderate needs early can help fill gaps in existing services.

The Ministry of Health is the chief steward of the health of the population and the health system. Health New Zealand is responsible for funding and delivering health services from the previous 20 District Health Boards. This initiative supports both agency mandates by leveraging the capacity and efficiency of community and NGO mental health service providers.

	to de youth deve cond	initiative has arisen directly from a stated eliver \$6.000 million per year to Gumboot I h mental health counselling services. Stakelopment of this specific initiative. However, the cerns raised by stakeholders at various times munity NGO service providers, capacity preasing youth mental health needs.	Friday ehold r, the nes an	to enable expansion of their delivery of lers have not been engaged in the initiative seeks to address longstanding and forums regarding lack of funding for
		Addressing the rising cost of living	X	Delivering effective and fiscally sustainable public services
Alignment to Budget Priorities (if alignment to multiple Priorities is		Building for growth and enabling private enterprise		Not Aligned
possible, select the most relevant)	servi	funding to contract with Gumboot Friday to ices delivers on a specific commitment ma ition agreement. This commitment was als one.	ide in	the National Party/New Zealand First
Section 2B: Options	anal	ysis		.05
What were the range of options considered?	orga and pote	cials considered running an open tender probelling services rather than a direct contrainisation. Another option considered was to Addiction Community Innovation Fund, who tially be able to apply to. Officials also cough reprioritisation of existing Vote Health	act pro o com nich th nside	ocess with the Gumboot Friday bine the funding into the Mental Health Gumboot Friday organisation would red implementing the commitment
What was the process used to select the preferred option?	Gove both orga While Inno the o	alternative options considered were assest ernment's coalition agreement commitmer explicitly state a commitment to deliver \$6 inisation to enable expansion of the youth the Gumboot Friday would be able to bid for vation Fund alongside any other eligible or organisation would receive the funding alrest Counterfactual section below for the analysticitisation.	nt, and 6.000 menta an o rganis eady e	d the Speech from the Throne. These million per year to the Gumboot Friday al health counselling services offered. pen tender or apply to the Mental Health sation, there would be no guarantee that explicitly committed by Government. See
Counterfactual	costs Repridect decrilarge Not	ding this initiative by reprioritising existing in ices would likely exacerbate longstanding is and poorer outcomes both within the hear incritising funding from other mental health ease existing frontline service provision, a rely funded on an FTE basis, which would reprogressing the commitment to fund Gumbernment coalition agreement commitment.	capadalth se alth se and a s mer esult boot F	city pressures and result in increased ector and other social and justice sectors. addiction services would also likely ntal health and addiction services are in staff layoffs.

Section 3: Benefits and costs of preferred options

Section 3A: Benefits	s and	i non-t	ısca	COST	S.
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What outcome(s) would the initiative achieve?

The primary intended outcome from this initiative is for improved mental health for youth between the ages of 5-25. There are further flow-on benefits for individuals including increased academic achievement, reduced risky behaviour, reduced substance use, and reduced offending. Gumboot Friday had an ImpactLab assessment of the social return on investment and social value of the programme based on data between 1 October 2021 and 30 September 2022. This assessment identified a social return on investment ratio of \$1:\$5.70 and a per participant social value amount of \$2,137. The funding will enable Gumboot Friday to scale up capacity to deliver free mental health services by approximately

	needs that can		ted 9,000 of thes ough 2 counsellir equire up to 6 cou	ng sessions, an	nd approximatel	
Evidence and assumptions	are based on a files.com/60fe5	n ImpactLab as 551083193d261	ling the return on sessment report e4752fb/63f1952 e-Social-Impact-F	: <u>https://assets-</u> 23f2b8ff1d2032	-global.website-	
OII	☐ Yes - pos	sitive	☐ Yes - neg	ative	X No impa	ct
Climate Impacts	There are no a	nticipated clima	te impacts from t	this initiative.		
Section 3B: Expendit	ure profile a	nd cost brea	akdown			1984
Formula and assumptions	annum for Gur to moderate m an individual w paid to counse cost towards a	nboot Friday. It ental health nee vith higher need: llors, administra n independent e	s will be \$1500. Tative costs, maint evaluation, and o	total per persor ximately \$500, These costs are cenance of the outreach and ma	n cost for an ind and the total pe e assumed to be Gumboot Friday arketing activitie	ividual with mild or person cost for e inclusive of fees digital platform, es.
underlying costings	able to deliver to moderate ne	youth mental he eeds, and appro t: \$500 X 9,000		services to appouth with highe	oroximately 9,00 er needs as a re	00 youth with mild sult of the \$6.000
Operating expenses (\$m)						
Operating expense category	2023/24	2024/25	2025/26	2026/27	2027/28 & outyears	Total
	0.000	2024/25	2025/26 6.000	2026/27 6.000		Total 24.000
category Contract for youth mental			2		outyears	
category Contract for youth mental health services Depreciation and/or	0.000	6.000	6.000	6.000	outyears 6.000	24.000
category Contract for youth mental health services Depreciation and/or capital charge (if relevant)	0.000 N/A	6.000 N/A	6.000 N/A	6.000 N/A	6.000 N/A	24.000 N/A
Contract for youth mental health services Depreciation and/or capital charge (if relevant) Net FTE funding Net contractor/consultant	0.000 N/A N/A	6.000 N/A N/A	6.000 N/A N/A	6.000 N/A N/A	outyears 6.000 N/A N/A	24.000 N/A N/A
Category Contract for youth mental health services Depreciation and/or capital charge (if relevant) Net FTE funding Net contractor/consultant funding Net FTE and contractor/consultant	0.000 N/A N/A N/A	6.000 N/A N/A N/A	6.000 N/A N/A N/A	6.000 N/A N/A N/A	outyears 6.000 N/A N/A N/A	24.000 N/A N/A N/A
category Contract for youth mental health services Depreciation and/or capital charge (if relevant) Net FTE funding Net contractor/consultant funding Net FTE and contractor/consultant overhead funding	0.000 N/A N/A N/A	6.000 N/A N/A N/A	6.000 N/A N/A N/A N/A	6.000 N/A N/A N/A N/A	outyears 6.000 N/A N/A N/A N/A	24.000 N/A N/A N/A N/A
Category Contract for youth mental health services Depreciation and/or capital charge (if relevant) Net FTE funding Net contractor/consultant funding Net FTE and contractor/consultant overhead funding Total (\$m)	0.000 N/A N/A N/A 0.000	6.000 N/A N/A N/A N/A	6.000 N/A N/A N/A N/A	6.000 N/A N/A N/A N/A	outyears 6.000 N/A N/A N/A N/A 6.000	24.000 N/A N/A N/A N/A
Category Contract for youth mental health services Depreciation and/or capital charge (if relevant) Net FTE funding Net contractor/consultant funding Net FTE and contractor/consultant overhead funding Total (\$m) Headcount Change # of net FTEs	0.000 N/A N/A N/A N/A 0.000 2023/24	6.000 N/A N/A N/A N/A 6.000	6.000 N/A N/A N/A N/A 6.000 2025/26	6.000 N/A N/A N/A N/A 6.000	outyears 6.000 N/A N/A N/A N/A 6.000 2027/28	24.000 N/A N/A N/A N/A 24.000 Total
Category Contract for youth mental health services Depreciation and/or capital charge (if relevant) Net FTE funding Net contractor/consultant funding Net FTE and contractor/consultant overhead funding Total (\$m) Headcount Change # of net FTEs (employees) # of net FTEs	0.000 N/A N/A N/A N/A 0.000 2023/24 N/A	6.000 N/A N/A N/A N/A 6.000 2024/25 N/A	6.000 N/A N/A N/A N/A 6.000 2025/26 N/A	6.000 N/A N/A N/A N/A 6.000 2026/27 N/A	outyears 6.000 N/A N/A N/A N/A 6.000 2027/28 N/A	24.000 N/A N/A N/A N/A 24.000 Total N/A
Contract for youth mental health services Depreciation and/or capital charge (if relevant) Net FTE funding Net contractor/consultant funding Net FTE and contractor/consultant overhead funding Total (\$m) Headcount Change # of net FTEs (employees) # of net FTEs (contractors/consultants) Total # of net FTEs (employees and	0.000 N/A N/A N/A 0.000 2023/24 N/A N/A N/A	6.000 N/A N/A N/A N/A 6.000 2024/25 N/A N/A	6.000 N/A N/A N/A N/A 6.000 2025/26 N/A N/A	6.000 N/A N/A N/A N/A N/A 6.000 2026/27 N/A N/A N/A	outyears 6.000 N/A N/A N/A N/A 6.000 2027/28 N/A N/A N/A	24.000 N/A N/A N/A N/A 24.000 Total N/A N/A
Contract for youth mental health services Depreciation and/or capital charge (if relevant) Net FTE funding Net contractor/consultant funding Net FTE and contractor/consultant overhead funding Total (\$m) Headcount Change # of net FTEs (employees) # of net FTEs (contractors/consultants) Total # of net FTEs (employees and contractors/consultants)	0.000 N/A N/A N/A 0.000 2023/24 N/A N/A N/A	6.000 N/A N/A N/A N/A 6.000 2024/25 N/A N/A N/A N/A	6.000 N/A N/A N/A N/A 6.000 2025/26 N/A N/A	6.000 N/A N/A N/A N/A N/A 6.000 2026/27 N/A N/A N/A Over the force	outyears 6.000 N/A N/A N/A N/A 6.000 2027/28 N/A N/A N/A N/A	24.000 N/A N/A N/A N/A 24.000 Total N/A N/A N/A N/A

category											
Capital expense category	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	Total
Capital expenses (\$m)						OF					
Other Occupations	N/A				N/A		UL	N/A			
Clerical and Administrative Workers	N/A				N/A			N/A			
Contact Centre Workers	N/A				N/A			N/A			
Inspectors and Regulatory Officers	N/A				N/A			N/A	C)		
Other Professionals not included elsewhere	N/A				N/A			N/A	1	00	
Legal, HR and Finance Professionals	N/A				N/A			N/A		പ	
ICT Professionals and Technicians	N/A				N/A			N/A			
Social, Health and Education Workers	N/A				N/A			N/A			
Information Professionals	N/A				N/A			N/A			
Policy Analyst	N/A				N/A			N/A			

Section 3C: Scaled option (not applicable for capital initiatives)

N/A

0.000

N/A

0.000

The scaled option would phase the value of the contract over the first 2 years to reach the full committed value of \$6.000 million in year 3 as follows:

N/A

0.000

N/A

0.000

N/A

0.000

N/A

0.000

N/A

0.000

N/A

0.000

Year 1: \$3.000 million

Year 2: \$5.000 million

Year 3: & Outyears \$6.000 million.

N/A

0.000

N/A

0.000

N/A

0.000

This scaling option enables a phased ramp up towards the goal of serving 10,000 youth a year under the contract by a rate of 50% in year 1, 75% in year 2 and reaching the full 100% in year 3.

Scaling option overview

Not applicable

Total (\$m)

With this scaled option the estimated number of individuals receiving youth mental health counselling services under the contract would be less in the first two years:

Year 1: 4,500 individuals with mild to moderate needs; 500 individuals with higher needs. Year 2: 7,500 individuals with mild to moderate needs, 750 individuals with higher needs.

To fully implement the Government coalition agreement commitment, it is necessary, at a minimum, to phase the value of the contract to ultimately reach a \$6.000 million annual value within 3 years.

The formula and assumptions for the scaled option are the same as for the full funding option.

Operating expenses (\$m)

Operating expense category	2023/24	2024/25	2025/26	2026/27	2027/28 & outyears	Total
Contract for youth mental health services	N/A	3.000	5.000	6.000	6.000	20.000

Depreciation and/or capital charge (if relevant)	N/A		N/A		N/A	١	N/A	N/A		N/A	
Net FTE funding	N/A		N/A		N/A	1	N/A	N/A		N/A	
Net contractor/consultant funding	N/A		N/A		N/A	١	N/A	N/A		N/A	
Net FTE and contractor/consultant overhead funding	N/A		N/A		N/A	N	N/A	N/A		N/A	
[Name/type of contingency]	N/A		N/A		N/A	N	N/A	N/A		N/A	
Total (\$m)	0.000		3.000		5.000	6	0000	6.00	0	20.00	0
Headcount Change	2023/2	4	2024/25		2025/26	2	2026/27	202	7/28	Total	
Total # of net FTEs (employees)	N/A		N/A		N/A	N	N/A	N/A		N/A	
Total # of net FTEs (contractors)	N/A		N/A		N/A	N	N/A	N/A		N/A	
Total # of net FTEs (employees and contractors/consultants)	N/A		N/A		N/A		V/A	N/A		N/A	
Capital expenses (\$m)											
Capital expense category	23/24	24/25	25/26	26/27	7 27/28	28/29	29/30	30/31	31/32	32/33	Total
Not applicable	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total (\$m)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000

Section 4: Delivery

Section 4A: Procurement and w	vor	kforce
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This initiative will be a contract for services with the Gumboot Friday organisation. Specially the contract will be for the delivery of free youth mental health counselling services. The Gumboot Friday organisation already delivers free youth mental health counselling services funded by charitable donations. This contract will not be intended to replace the charitable donation funding stream, but rather to supplement it to increase the capacity of the What is the initiative organisation. The \$6.000 million per year value of the contract is estimated to enable the purchasing/funding? organisation to increase capacity by approximately 10,000 individual youth per year. This is inclusive of provider fees, administrative costs, costs to maintain the organisation's digital platform, costs for independent evaluation of the initiative, and costs for outreach and marketing activities to both support maintaining sustainable funding streams outside of Government funding and to ensure the services are reaching priority youth populations across New Zealand. This initiative will involve a direct contract with the Gumboot Friday organisation, which is an NGO. This initiative does not involve new FTEs or contractors within Government. Is there a market that The Government coalition agreement commitment specifies Gumboot Friday as the supplier can meet these needs? for this initiative. There are multiple community and NGO mental health service providers, as well as Government-commissioned mental health services. These services all draw from the available domestic mental health workforce however there is the ability for collaboration and

coordination among different service providers to maximise the use of the workforce and to minimise depleting the available workforce.

The Gumboot Friday model does not directly hire the participating counsellors, it facilitates youth access to counsellors by paying the participating counsellor's fee on behalf of individuals. This model leaves the counsellors available to continue working as private providers or with other community NGOs or other government-funded mental health services. Thus, it does not necessarily deplete the workforce, but rather enables better access to the available workforce. Further, the public awareness of government funding for the Gumboot Friday organisation may provide confidence for counsellors in the stability and sustainability of funding available and thus may attract more counsellors to participate with the organisation supporting the increased capacity of the organisation.

Government Procurement Rules

A direct contract process will be used to enter into a contract with the Gumboot Friday organisation under the health services exemption of the Government Procurement Rules.

Section 4B: Risks, constraints, and dependencies

What are the main risks?

The main risk with this initiative is reputational both for the organisation and for the Government. Given the nature of the Government coalition agreement commitment which directs a specified level of funding to a particular organisation, there is likely to be dissatisfaction among other NGO mental health service providers with respect to the process. The Gumboot Friday organisation can expect close scrutiny by the public and NGO community with respect to how well services are delivered. This also represents a significant uplift in funding to the organisation that will require sufficient infrastructure to support the organisation to deliver as expected. To mitigate these risks there will be key performance indicators and robust reporting and monitoring requirements in the contract and a plan for an independent evaluation. There will also be engagement and encouragement for the Gumboot Friday organisation to collaborate and coordinate with other community NGO providers to support each other in the delivery of youth mental health services.

An additional risk is that the addition of a significant amount of Government funding into the

An additional risk is that the addition of a significant amount of Government funding into the Gumboot Friday organisation may result in a decrease in charitable donations as donors will view the contributions as less necessary to support the organisation. To mitigate this risk the contract relationship manager will engage with the organisation about planning to ensure alternative, sustainable funding pathways are developed and maintained, outside of the Government contract funding.

What are the key constraints?

The Government coalition agreement has explicitly stated the amount of funding for this commitment and that it is specifically for the Gumboot Friday organisation.

What are the key dependencies?

There is a dependency on Gumboot Friday having enough counsellors qualified to work with young people in their database to deliver services to an increase of up to 10,000 individuals a year.

Section 4C: Governance and oversight

What are the governance arrangements for this initiative?

The Gumboot Friday organisation is run by the I Am Hope Charitable Trust, and it has a Chief Executive and a formal Board that oversees the organisation. The contract for services will be overseen by a relationship manager who will monitor compliance with the contract and receive reporting as outlined in the contract. The contract for services will include key performance indicators as well as requirements for monitoring and reporting to ensure the contract is delivering on the intended outcomes and is achieving value for money.

The contract will include expectations that the organisation engage with, and seek input from, stakeholders including Māori.

Timeframes and monitoring

Pending the availability of funding, the contract for services is expected to begin as soon as possible in the first quarter of 2024/25 FY. There will be ongoing discussion and negotiation with the Gumboot Friday organisation in the development of the contract, including the key performance indicators and reporting requirements, and requirements for an independent evaluation. The Minister for Mental Health will be updated regularly as the contract negotiation process progresses and when a contract is agreed by all parties.

Section 4D: Demonstrating performance

AELEASED UNDER THE OF

This initiative will support the delivery of youth mental health services and will supplement existing service delivery. It is proposed approximately \$10 of the cost per individual will go towards the cost of an independent evaluation, resulting in approximately \$100,000 per year towards evaluation. The details of the independent evaluation, including the timing, will be negotiated as part of the contracting process. It is expected that reporting under the contract will include, at a minimum, the number of individuals the contract funding has supported to receive youth mental health counselling, and the number of counselling sessions delivered. These figures would be able to be reported on to Ministers and the public.

Section 5: Equity

The short-term benefits of this initiative will be the increased number of youth accessing free mental health counselling services, and potentially supporting individuals before their mental Timing of costs and health needs escalate which can reduce demand for specialist mental health services. There are benefits also short-term costs for this initiative which are the cost of the contract. By accessing mental health counselling services there will also be potential medium and long-term flow on benefits related to improved mental health. Specific implications Māori experience disproportionately poorer mental health outcomes than non-Māori. regarding the Crown's There is an obligation to ensure mental health services are accessible and appropriate obligations under the Treaty of Waitangi There are disproportionately poorer mental health outcomes for certain populations in New Zealand. The contract for services with the Gumboot Friday organisation will specify an expectation on the organisation to work to ensure priority populations including Māori, Pacific, Distributional Impacts Asian, rural, and young people with disabilities are able to access the free mental health counselling services, and that there are counsellors available within their database capable of meeting the unique needs of these population groups.

Section 6: Supplementary information for Capital Investments¹

iivestillelits	
Preferred option for inv	vestment
Name of preferred option	Provide the name of the preferred option.
Senior Responsible Officer	
Term of investment lifecycle	Provide the period from the acquisition of the investment to its final disposition. If different, also provide the period used for the calculation of costs and benefits in the table below.
<u>Discount rate</u>	Provide the public sector discount rate or formula used to quantify the figures below.
Provide monetary values for t	ne costs outlined below.
Monetised whole of life cos	<u>ts</u> (\$m)
Costs to Agency and other	public sector organisations
Capital	[•]
Operating/Revenue	[•]
Costs to New Zealand socie	ety (e.g., households, individuals, businesses)
Capital	[•]
Operating/Revenue	[•]
Risk costs	
Optimism Bias adjustment	[•]
Estimated or Measured risk	[•]
Total costs	[•]
Monetised whole of life ben	efits (\$m)
Provide monetary values for t	he benefits outlined below. Add additional rows for additional benefit categories.
Benefits to Agency and other	er public sector organisations
[Name of benefit category]	[•]
Benefits to New Zealand so	ciety (e.g., households, individuals, businesses)
[Name of benefit category]	[•]
Total benefits	[•]
Net Public Value and Benefi	t Cost Ratio
Net Public Value	[Total benefits – Total costs]
Benefit Cost Ratio	[Total benefits / Total costs]
Non-monetised and non-qu	antified costs and benefits
	ese costs and benefits where possible, or a description of how the costs and benefits were choosing the preferred option. Add additional rows for additional benefit categories.
[Name of cost category]	[•]
[Name of benefit category]	[•]

¹ This section is only required for capital investments seeking new funding at Budget 2024 (as specified in the Budget 2024 strategy and invitation letter from December 2023). Agencies should also submit business cases if possible.

Government's mental health and addiction commitments

Key messages:

- For the 2022/23 financial year the Ministry of Health (the Ministry) supported this commitment by
 progressing the actions outlined in *Kia Manawanui Aotearoa Long-term pathway to mental wellbeing*(Kia Manawanui) and overseeing other entities' expansion of mental health and addiction services,
 including through the implementation of the Budget 2019 and Budget 2022 mental wellbeing
 investments.
- The Minister for Mental Health has since signalled the following priority focus areas for the portfolio:
 - o Increase access to mental health and addiction services.
 - o Grow the mental health and addiction workforce.
 - Strengthen focus on prevention and early intervention.
- The Government has made commitments to improve availability and access to mental health services with a focus on community non-governmental organisations (NGOs). This includes commitments to:
 - Establish Mental Health Innovation Fund for community and NGO mental health providers to scale up already successful operations.
 - o Provide funding to Gumboot Friday/I Am Hope Foundation to support the delivery of free mental health counselling to youth between the ages of 5–25 years.
- The Minister for Mental Health has recently announced a new mental health and addiction peer support service in hospital emergency departments (EDs) to improve outcomes for people seeking crisis support at EDs, while freeing up time for clinical staff to focus on clinical work. This initiative seeks to strengthen the mental health and addiction workforce by growing the peer support specialist workforce and is intended to be rolled out across four hospitals in year one, and an additional four in year two.

Key statistics:

- The percentage of New Zealanders reporting high or very high levels of psychological distress through the New Zealand Health Survey has increased over time with 11.9% of adults reporting in 2022/23 compared to 7.6% in 2016/17.
- The percentage of adults reporting an unmet need for professional help for their mental health or substance use has also increased from 7.8% in 2022/23 to 4.9% in 2016/17.
- This was highest in young adults in 2022/23 (15.5% for those 15-24 years, and 11.5% for those 25-34 years).
- Approximately 13,000-14,000 people a year present to EDs with mental health concerns.
- The peer support in EDs initiative is estimated to cost between \$300,000 and \$500,000 per hospital.

See page over for key issues and risk mitigation.

Document 2

More information about the timing for delivery of these commitments will be shared in due course.
will be shared in due course.
,
Clear prioritisation criteria will be communicated in the Request for
Proposal documents and the documents will be transparent that
applicants are not guaranteed to receive funding.
To ensure clear expectations about the intended outcomes and to
support the success of the organisation to deliver, the contract with the
Gumboot Friday organisation will include key performance indicators
and robust reporting and monitoring requirements, and a plan for an
independent evaluation. There will also be engagement and
encouragement for the Gumboot Friday organisation to collaborate and
coordinate with other community NGO providers to support each other
in the delivery of youth mental health services.
DER THE OFFICIAL.

Weekly priority update to Minister Doocey, Gumboot Friday extract

10 May 2024:

Gumboot Friday	Preparing for Budget announcement	Week commencing 13 May: Key messages on Budget	Quarter 1 2024/25: Contract in place with I Am Hope
	willistry meeting with runn hope board chair in w/c 13 May to discuss	initiatives will be delivered to Ministers' offices	Foundation with ongoing monitoring and reporting
	minimum standards for government contracts and next steps	Timing TBC: Announcement	
	Drafting MOU between Ministry and Health NZ for implementation		

Weekly priority update to Minister Doocey, Gumboot Friday extract

17 May 2024:

Gumboot Friday	Ministry &	Preparing materials for Budget announcement	Monday 20 May: Announcement Event Briefing	Quarter 1 2024/25: Contract in place with I Am
	Health NZ	standards for government contracts and next stons	Wednesday 22 May: Announcement Monday 27 May (TBC): Budget preparation session with Ministry officials	Hope Foundation with ongoing monitoring and reporting

Weekly priority update to Minister Doocey, Gumboot Friday extract

24 May 2024:

			I	
Gumboot Friday	Ministry &	Pre-Budget announcement took place on 22 May 2024	June: Weekly report update on progress	Quarter 1 2024/25: Contract in place with I Am
	Health NZ	MOU between Ministry and Health NZ for implementation expected to be		Hope Foundation with ongoing monitoring and
		agreed and signed by 31 May 2024		reporting
		Preparing to initiate contract negotiations		

Weekly priority update to Minister Doocey, Gumboot Friday extract

31 May 2024:

Gumboot Friday	Ministry &	Pre-Budget announcement took place on 22 May 2024	Mid/late June: Weekly report update on progress	Quarter 1 2024/25: Contract in place with I Am
	Health NZ	MOU between Ministry and Health NZ for implementation signed		Hope Foundation with ongoing monitoring and
		Securing internal procurement approvals and preparing to initiate contract		reporting
		negotiations		

Weekly priority update to Minister Doocey, Gumboot Friday extract

7 June 2024:

Gumboot Friday	Ministry & Health NZ	Securing internal procurement approvals and preparing to initiate contract negotiations (eg, developing service specifications)	Mid/late June: Weekly report update on progress	Quarter 1 2024/25: Contract in place with I Am Hope Foundation with ongoing monitoring and
		Health NZ preparing mechanics for contracting and payments		reporting
	•	Note: the Innovation Fund has been removed from the Ministry table post- Budget announcements as implementation leadership sits with Health NZ		

Weekly priority update to Minister Doocey, Gumboot Friday extract

14 June 2024:

· 1	Ministry & Health NZ		 Have secured internal procurement approvals and are preparing to initiate contract negotiations (eg, developing service specifications) Health NZ preparing mechanics for contracting and payments Note: the Innovation Fund has been removed from the Ministry table post-Budget announcements as implementation leadership sits with Health NZ 	, ,	Quarter 1 2024/25: Contract in place with I Am Hope Foundation with ongoing monitoring and reporting
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Gumboot Friday extract

21 June 2024:

Gumboot Friday	Ministry &	Ministry has secured internal procurement approvals and initiated contract 4 July: Weekly report update on progress	Quarter 1 2024/25: Contract in place with I Am
	Health NZ	negotiations, sharing draft contract with provider	Hope Foundation with ongoing monitoring and
		DDG meeting with Board Chair to discuss the draft contract in the week commencing 24 June	reporting
		Health NZ preparing mechanics for contracting	

Weekly priority update to Minister Doocey, Gumboot Friday extract

12 July 2024:

		•	Contract signed, effective from 1 July 2024	4 July: Weekly	•	Q1 24/25: Contract with I Am Hope Foundation in place
		•	Up-front payment to initiate service delivery paid in the first week of July 2024	report update to Minister	•	Q2 24/25: Formal reporting and monitoring against the contract
				 Late August 	begins	
	. 4:			(TBC): Weekly report	•	Q4 24/25: 15,000 young people supported by year end
Gumboot Friday	Ministry of Health			update following first	•	Q1 25/26: Year 1 review and confirm ongoing service specifications
Guiliboot Friday	Anna			progress report from I Am	•	Q4 25/26: 15,000 young people supported by year end
	Tillia			Hope Foundation	•	Q1 26/27: Year 2 review and confirm ongoing service specifications
					•	Q4 26/27: 15,000 young people supported by year end
					•	End Goal: More young people accessing timely free mental health
					support,	decreased distress

Weekly update - 19 July

Contract signed, effective from 1 July 2024 Up-front payment to initiate service delivery paid in the first week of July 2024 Ministry of Health Anna Anna	 4 Julyr Weekly report update to Minister Late August (TBC): Weekly report update following first progress report from I Am Hope Foundation Q4 24/25: 15,000 young people supported by year end Q4 25/26: Year 1 review and confirm ongoing service specifications Q4 25/26: 15,000 young people supported by year end Q1 26/27: Year 2 review and confirm ongoing service specifications Q4 26/27: 15,000 young people supported by year end End Goal: More young people accessing timely free mental health support, decreased distress
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Weekly update - 26 July

Gumboot Friday	Ministry of Health	 Contract signed, effective from 1 July 2024 Up-front payment to initiate service delivery paid in the first week of July 2024 Ongoing engagement with the provider as expanded services are established 	• 15 August 2024: Weekly report update following first summary progress report from I Am Hope Foundation • mental	Q1 24/25: Contract with I Am Hope Foundation in place Q2 24/25: Formal reporting and monitoring against the contract Q4 24/25: 15,000 young people supported by year end Q1 25/26: Year 1 review and confirm ongoing service specifications Q4 25/26: 15,000 young people supported by year end Q1 26/27: Year 2 review and confirm ongoing service specifications Q4 26/27: 15,000 young people supported by year end End Goal: More children and young people accessing timely free health support, decreased distress
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Weekly update - 2 August

Gumboot Friday	Ministry of Health	 Contract signed, effective from 1 July 2024 Up-front payment to initiate service delivery paid in the first week of July 2024 First monthly invoice with number of sessions delivered due 3 August 2024 First monthly report with number of providers, outputs delivered, and referrals made due August 2024 Ongoing engagement with the provider as expanded services are established 	0	• 15 August 2024: Weekly report update following first summary progress report from I Am Hope Foundation	begins • • • • • • mental	Q1 24/25: Contract with I Am Hope Foundation in place Q2 24/25: Formal reporting and monitoring against the contract Q4 24/25: 15,000 young people supported by year end Q1 25/26: Year 1 review and confirm ongoing service specifications Q4 25/26: 15,000 young people supported by year end Q1 26/27: Year 2 review and confirm ongoing service specifications Q4 26/27: 15,000 young people supported by year end End Goal: More children and young people accessing timely free health support, decreased distress
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Weekly update – 9 August

Gumboot Friday Ministry of Health	 Contract signed, effective from 1 July 2024 and first payment to initiate service delivery paid in the first week of July 2024 Pro-active engagements with provider and Board chair on payment processes, we understand the provider held a strategy session with Board members on 9 August Officials are meeting with the provider on Monday 12 August Awaiting first monthly invoice with number of sessions delivered First bi-monthly report with number of providers, outputs delivered, and referrals made due 20 September 2024 Ongoing engagement with the provider as expanded services are established 	August 2024: Weekly report update	 Q1 24/25: Contract with I Am Hope Foundation in place Q2 24/25: Formal reporting and monitoring against the contract begins Q4 24/25: 15,000 young people supported by year end Q1 25/26: Year 1 review and confirm ongoing service specifications Q4 25/26: 15,000 young people supported by year end Q1 26/27: Year 2 review and confirm ongoing service specifications Q4 26/27: 15,000 young people supported by year end End Goal: More children and young people accessing timely free mental health support, decreased distress
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Weekly update – 16 August

		First monthly invoice received – 2559 sessions were delivered in July	• 15 August 2024: Weekly	Q1 24/25: Contract with I Am Hope Foundation in place
Gumboot Friday		• First bi-monthly report with number of providers, outputs delivered, and referrals made is due	report update	Q2 24/25: Formal reporting and monitoring against the contract begins
		20 September 2024	• Late September: Update	Q4 24/25: 15,000 young people supported by year end
	Ministry of	Ongoing engagement with the provider as expanded services are established	on first bi-monthly report	Q1 25/26: Year 1 review and confirm ongoing service specifications
	Health			Q4 25/26: 15,000 young people supported by year end
	- Tourist			Q1 26/27: Year 2 review and confirm ongoing service specifications
				Q4 26/27: 15,000 young people supported by year end
				End Goal: More children and young people accessing timely free mental health support, decreased distress

Weekly update - 22 August

Weekly update	e – 22 August			A.
1.4 Gumboot Friday	Ministry of Health	 First monthly invoice received and paid – 2559 sessions were delivered in July First bi-monthly report with number of providers, outputs delivered, and referrals made is due 20 September 2024 Ongoing engagement with the provider as expanded services are established 	• Late September: Update on first bi-monthly report	• Q1 24/25: Contract with I Am Hope Foundation in place • Q2 24/25: Formal reporting and monitoring against the contract begins • Q4 24/25: 15,000 young people supported by year end • Q1 25/26: Year 1 review and confirm ongoing service specifications • Q4 25/26: 15,000 young people supported by year end • Q1 26/27: Year 2 review and confirm ongoing service specifications • Q4 26/27: 15,000 young people supported by year end • End Goal: More children and young people accessing timely free mental health support, decreased distress

Weekly update – August 29

Weekly update	te – August 29		202
1.4 Gumboot Friday	Ministry of Health	 First monthly invoice received and paid – 2559 sessions were delivered in July First bi-monthly report with number of providers, outputs delivered, and referrals made is due 20 September 2024 Ongoing engagement with the provider as expanded services are established 	• Late September: Update on first bi-monthly report • Q2 24/25: Formal reporting an monitoring against the contract begins • Q4 24/25: 15,000 young peopl supported by year end • Q1 25/26: Year 1 review and confirm ongoing service specifications • Q4 25/26: 15,000 young peopl supported by year end • Q1 26/27: Year 2 review and confirm ongoing service specifications • Q4 26/27: 15,000 young peopl supported by year end • End Goal: More children and ye people accessing timely free mental healt support, decreased distress
Weekly updat	te — 5 Septembe Ministry of Health	Pirst monthly invoice received and paid – 2559 sessions were delivered in July First bi-monthly report with number of providers, outputs delivered, and referrals made is due 20 September 2024 Ongoing engagement with the provider as expanded services are established	Late September: Update on first bi-monthly report Q 2 24/25: Formal reporting an monitoring against the contract begins Q 2 24/25: 15,000 young peopl supported by year end Q 2 25/26: Year 1 review and confirm ongoing service specifications Q 2 25/26: 15,000 young peopl supported by year end Q 1 26/27: Year 2 review and confirm ongoing service specifications Q 2 24/25: Formal reporting an monitoring against the contract begins Q 2 24/25: 15,000 young peopl supported by year end Q 2 24/25: Formal reporting an monitoring against the contract begins Q 2 24/25: 15,000 young peopl supported by year end Q 2 24/25: Formal reporting an monitoring against the contract begins Q 2 24/25: 15,000 young peopl supported by year end Q 2 24/25: Formal reporting an monitoring against the contract begins Q 2 24/25: 15,000 young peopl supported by year end Q 2 24/25: Formal reporting an monitoring against the contract begins Q 2 24/25: 15,000 young peopl supported by year end Q 2 24/25: Formal reporting an monitoring against the contract begins Q 2 24/25: Formal reporting an monitoring against the contract begins Q 2 24/25: Formal reporting an monitoring against the contract begins

Weekly update - 12 September 2024

On 5 September 2024, Gumboot Friday providits monthly sessions figures for August 2024 advising that they delivered around 2,800 sessions for the month (compared to around 2,600 in July) to around 1,700 clier Of these, around 690 clients had more than two sessions Gumboot Friday has also advised that they currently have 553 counsellors available on the Platform First bi-monthly report with number of provid outputs delivered, and referrals made is due 20 September 2024 Ongoing engagement with the provider as expanded services are established	Foundation in place on first bi-monthly report This. Thi

Weekly update – 19 September

1.4 Gumboot Friday	Ministry of Health	 On 5 September 2024, Gumboot Friday provided its monthly sessions figures for August 2024 advising that they delivered around 2,800 sessions for the month (compared to around 2,600 in July) to around 1,700 clients. Of these, around 690 clients had more than two sessions Gumboot Friday has also advised that they currently have 553 counsellors available on the Platform First bi-monthly report with number of providers, outputs delivered, and referrals made is due 20 September 2024 Ongoing engagement with the provider as expanded services are established, including ensuring arrangements remain fit for purpose 	• Late September: Update on first bi-monthly report	 Q1 24/25: Contract with I Am Hope Foundation in place Q2 24/25: Formal reporting and monitoring against the contract begins Q4 24/25: 15,000 young people supported by year end Q1 25/26: Year 1 review and confirm ongoing service specifications Q4 25/26: 15,000 young people supported by year end Q1 26/27: Year 2 review and confirm ongoing service specifications Q4 26/27: 15,000 young people supported by year end
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				 End Goal: More children and young people accessing timely free mental health support, decreased distress
Weekly upda	te – 26 September	On 5 September 2024, Gumboot Friday provided	• 13	Q1 24/25: Contract with I Am Hope
1.4 Gumboot Friday	Ministry of Health	its monthly sessions figures for August 2024 advising that they delivered around 2,800 sessions for the month (compared to around 2,600 in July) to around 1,700 clients. Of these, around 690 clients had more than two sessions Gumboot Friday has also advised that they currently have 553 counsellors available on the Platform The first bi-monthly report with number of providers, outputs delivered, and referrals made was received on 25 September 2024. Drafting a weekly report	October: Update on first bi- monthly report in weekly report	Foundation in place Q2 24/25: Formal reporting and monitoring against the contract begins Q4 24/25: 15,000 young people supported by year end Q1 25/26: Year 1 review and confirm ongoing service specifications Q4 25/26: 15,000 young people supported by year end
		 Ongoing engagement with the provider as expanded services are established, including ensuring arrangements remain fit for purpose Response letter to Auditor-General on procurement process sent 13 September 2024 		 Q1 26/27: Year 2 review and confirm ongoing service specifications Q4 26/27: 15,000 young people supported by year end End Goal: More children and young people accessing timely free mental health support, decreased distress

Weekly update - 03 October

		The first bi-monthly report with number of providers, outputs delivered, and referrals made was Updat	November: e on second bi- monitoring against the contract begins
1.4 Gumboot Friday	Ministry of Health	received on 25 September 2024 and we provided you with a weekly report update on 3 October 2024. In the July and August 2024 period, Gumboot Friday delivered weekly	hly report in • Q4 24/25: 15,000 young people supported by year end • Q1 25/26: Year 1 review and
		approximately 5,360 sessions. ■ Ongoing engagement with the provider is occurring as expanded services are established, including ensuring arrangements remain fit for purpose	confirm ongoing service specifications • Q4 25/26: 15,000 young people supported by year end

Document 3

		Response letter to Auditor-General on procurement process sent 13 September 2024		 Q1 26/27: Year 2 review and confirm ongoing service specifications Q4 26/27: 15,000 young people supported by year end End Goal: More children and young people accessing timely free mental health support, decreased distress
Weekly upda	te – 10 Octo	per	ATION	
1.4 Gumboot Friday	Ministry of Health	 The first bi-monthly report with number of providers, outputs delivered, and referrals made was received on 25 September and we provided you with a weekly report update on 3 October In the July and August period, Gumboot Friday delivered approximately 5,360 sessions There were 2,519 sessions provided in September Ongoing engagement with the provider is occurring as expanded services are established, including ensuring arrangements remain fit for purpose Response letter to Auditor-General on procurement process sent 13 September. The Ministry provided information to the Minister's office and responded to media queries following publication of the Auditor-General's letter on 9 October 	• November: Update on second bimonthly report in weekly report	 Q2 24/25: Formal reporting and monitoring against the contract begins Q4 24/25: 15,000 young people supported by year end Q1 25/26: Year 1 review and confirm ongoing service specifications Q4 25/26: 15,000 young people supported by year end Q1 26/27: Year 2 review and confirm ongoing service specifications Q4 26/27: 15,000 young people supported by year end End Goal: More children and young people accessing timely free mental health support, decreased distress
Weekly upda	te – 17 Octo	er HDER		
1.4 Gumboot Friday	Ministry of Health	The first bi-monthly report with number of providers, outputs delivered, and referrals made was received on 25 September and we provided you with a weekly report update on 3 October In the July and August period, Gumboot Friday delivered approximately 5,360 sessions	November: Update on second bimonthly report in weekly report	 Q2 24/25: Formal reporting and monitoring against the contract begins Q4 24/25: 15,000 young people supported by year end Q1 25/26: Year 1 review and confirm ongoing service specifications

There were 2,519 sessions provided in

September

supported by year end

Q4 25/26: 15,000 young people

Document 3

 Ongoing engagement with the provider is occurring as expanded services are established, including ensuring arrangements remain fit for purpose Response letter to Auditor-General on procurement process sent 13 September. The Ministry provided information to the Minister's office and 	• Q1 26/27: Year 2 review and confirm ongoing service specifications • Q4 26/27: 15,000 young people supported by year end • End Goal: More children and young people accessing timely free mental
responded to media queries following publication of the Auditor-General's letter on 9 October	health support, decreased distress

Gumboot Friday – funding to deliver free youth mental	New Spending	This initiative provides \$6.000 million per annum to contract I Am Hope Charitable Trust/Gumboot Friday (Gumboot Friday) to deliver free mental health counselling services for youth between the ages of 5 and 25 to help fill a gap in existing	\$24.000m (all operating costs)	Scaled to \$18.000m: \$2m at 2024/25 \$4m at
health counselling services		services particularly for individuals on wait lists for specialist mental health services.		2025/26 \$6m at 2026/27 \$6m at 2027/28

Summary document: Gumboot Friday – funding to deliver free youth mental health counselling services

Note that the description is based on the submitted initiative rather than the scaled initiative. Implications of scaling are being worked through, subject to Budget sensitivity. An updated summary will be provided to you.

Submitted total:

Operating (\$m)

2023/24	2024/25	2025/26	2026/27	2027/28	TOTAL
	6.000	6.000	6.000	6.000	24.000

Bilateral position total:

Operating (\$m)

2023/24	2024/25	2025/26	2026/27	2027/28	TOTAL
	2.000	4.000	6.000	6.000	18.000

Summary of submitted initiative

Description This initiative provides \$6.000 million per annum to contract I Am Hope Charitable Trust/Gumboot Friday (Gumboot Friday) to deliver free mental health counselling services for youth between the ages of 5 and 25. This will help fill a gap in existing services particularly for individuals on wait lists for specialist mental health services.

Key messages

- This initiative delivers on an explicit Government coalition agreement commitment to provide \$6m per annum to contract I Am Hope Charitable Trust/Gumboot Friday to deliver free mental health counselling services for youth between the ages of 5 and 25.
- It is estimated that this funding will increase the number of youth Gumboot Friday is able to support to access free mental health counselling services by up to 10,000 individuals per year.
- Overall demand for mental health services is growing faster than access. Early intervention before a person's needs escalate to requiring specialist mental health services can ultimately reduce overall demand on specialist services. This initiative

- supports this goal and will complement the delivery of other mental health services by enabling more youth to access support earlier.
- If no new funding is provided to implement this initiative, and it is required to be funded from reprioritised mental health funding and existing services, this will result in reduced mental health services overall despite the implementation of the initiative.

Assessment of Scalability

The scaled option phases the value of the contract with Gumboot Friday over the first two years to reach the full commitment of \$6.000 million in year three as follows:

two years to reach the full commitment of \$6.000 million in year three as follows:						
0	Year 1: \$3.000	Year 1: \$3.000 million				
0	Year 2: \$5.000	million			-4	
0	Year 3 & Outy	ears: \$6.000 m	illion		C,	
The four-year total for the scaled option is \$20.000 million						
2023/24	2024/25	2025/26	2026/27	2027/28 & outyears*	TOTAL	
0.000	3.000	5.000	6.000	6.000	20.000	

- This option enables delivery of the full Government coalition agreement commitment by year three, however this option may not match current public expectations for the full commitment of \$6.000 million from year one.
- Phasing the value of the contract would enable the Gumboot Friday organisation to scale up their infrastructure and service capacity more gradually.

Deferability

This initiative could be deferred to either 2025/26 or 2026/27 and still deliver on the Government coalition agreement commitment.

Implementation

- Pending the availability of funding, the contract for services is expected to begin as soon as possible in the first quarter of the 2024/25 financial year.
- The contract for services will include key performance indicators as well as requirements for monitoring and reporting to ensure the contract is delivering on the intended outcomes and is achieving value for money.
- There is a dependency on enough qualified mental health counsellors being available to support the increased service capacity. This risk is mitigated by existing work through Health New Zealand to increase and diversify the mental health workforce across all types of providers within the system. This includes an initiative in partnership with the New Zealand Association of Counsellors and other counselling bodies targeted at supporting more counsellors to become accredited in mental health and addiction.

Event briefing

Mental Health pre-Budget announcement at Parliament (22 May 2024)

Date due: 21 May 2024

To: Hon Matt Doocey, Minister for Mental Health

Security level: BUDGET SENSITIVE Health Report number: H2024041712

About the Event

Purpose	The purpose of this event is to make a pre-Budget 2024 announcement regarding funding for the Gumboot Friday initiative which enables young people aged 5-25 to access free mental health counselling.	
Event details	Date:	22 May 2024
	Event Time:	9:30am – 10:00am
	Venue:	Parliament Legislative Council Chamber
Attendees	Hon Winston Peters, Deputy Prime Minister	
	Hon Matt Doocey, Minister for Mental Health	
	Mike King, I Am Hope Foundation Founding Ambassador	
	Naomi Ballantyne, Chair of the I Am Hope Board	
Organisation	The I Am Hope Foundation is responsible for the Gumboot Friday initiative which supports young people aged 5-25 to access free mental health counselling services. I Am Hope Foundation also works with schools to deliver educational mental health talks to students.	
Ministry representatives	Robyn Shearer, Deputy-Director General Clinical, Community and Mental Health, Ministry of Health	
Other information	You will deliver a brief speech following the Deputy Prime Minister's speech.	
Media	There will be a media stand up following speeches (approx. 20 minutes).	

Background and context: I Am Hope Foundation and the Gumboot Friday Initiative

- 1. I Am Hope Foundation is responsible for the Gumboot Friday initiative which supports young people ages 5-25 to access free mental health counselling services. The initiative provides for brief intervention counselling services for young people, typically two sessions. However, the initiative is able to provide additional counselling sessions while the young person waits for referral to other services.
- 2. Mike King was the original founder of the organisation and the initiative and still serves as a founding ambassador and speaker for the organisation. The Chair of the I Ambape Foundation Board is Naomi Ballantyne.
- 3. The National and New Zealand First coalition agreement includes a commitment to fund the Gumboot Friday initiative \$6 million per annum for increased delivery of free mental health counselling services. Budget 2024 will include new funding to implement this commitment. This event is a pre-Budget announcement of the new funding.
- 4. All new funding delivered through Budget 2024 will go directly to providing more mental health counselling sessions for young people. I Am Hope Foundation has advised that any additional operating costs, costs for school visits and employment of I Am Hope School ambassadors, will be paid for by other I Am Hope Foundation funding, such as charitable donations received.
- 5. I Am Hope Foundation has also advised that there are currently 300 mental health counsellors offering services through the initiative, with 600 additional mental health counsellors available to join to deliver additional counselling sessions.

Overview of event

- 6. A draft run-sheet for the event is attached at **Appendix 1**.
- 7. The announcement is being held at Parliament in the Legislative Council Chamber.
- 8. You will deliver a brief introduction to media, approximately two minutes, following the Deputy Prime Minister (approximately three minutes). Your speaking points will be provided by your Office.
- 9. A media stand up will follow speeches. Questions and answers to assist you with the media stand up are provided in **Appendix 2**.

Robyn Shearer
Deputy Director-General
Clinical, Community and Mental

Health | Te Pou Whakakaha

Appendix 1: Draft run-sheet

Introduction and announcement by Deputy Prime Minister (approximately 3 minutes) Introduction by Minister for Mental Health (approximately 2 minutes) 09.35 Media stand up Depart	Time	Details	Minister's Office notes
Introduction by Minister for Mental Health (approximately 2 minutes) Media stand up Depart Depart	09 30	Deputy Prime Minister (approximately	
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Appendix 2: Questions and Answers

1. What will the \$6 million per year over four years pay for and will it all be used on counselling?

The Budget 24 funding will go directly to paying for more mental health counselling services and will not be used for other costs incurred by I Am Hope Foundation.

2. Why did you choose Gumboot Friday and not another charity?

The Government has committed to improving mental health and addiction outcomes for New Zealanders and is investing in this through Budget 24.

Prevention and early intervention are a critical part of improving outcomes; Gumboot Friday helps youth with mild to moderate mental health needs to access counselling services earlier.

Gumboot Friday is ready to implement this initiative, and the Ministry of Health will be working with them on a contract that includes monitoring and performance requirements consistent with other government health services.

The funding will complement the delivery of other mental health services.

3. How many sessions will it purchase?

This funding will enable at least 15,000 young people to access free mental health counselling services through Gumboot Friday every year.

Detailed outputs requirements will be worked through as part of the contractual arrangements, but all Budget 24 funding will go directly to paying for more mental health counselling services.

4. Is there still a maximum of two free sessions per person?

This new funding will not change the current operating model used by Gumboot Friday which provides for brief intervention counselling services for young people. This typically involves two sessions.

However, more sessions may be made available at the discretion of Gumboot Friday for appropriate reasons, such as providing support for young people who are waiting for appointments with other services.

5. What will happen if there is money left over?

Like all government contracts, this contract will include key performance indicators, and monitoring and reporting requirements to ensure the funding is delivering the agreed services at the level expected.

In the event not all funding is spent within a given year, the contract will specify expectations for that funding, for example there may be discretion to roll over any funding between years.

However, there is significant need for this brief intervention counselling to support young people as an early intervention and prevention strategy, so I expect the full funding will be utilised for this purpose.

6. How will it support young people on specialist mental health waiting lists?

This initiative will support more young people to access free mental health counselling services before mental health needs escalate to crisis and/or higher acuity. Earlier intervention such as this can ultimately reduce demand for specialist services.

The Gumboot Friday initiative can also provide brief intervention counselling services to young people waiting to access specialist services.

7. Who will manage the contract?

This is currently being worked through by the Ministry of Health with support from Health New Zealand but the contract will be managed consistently with other non-government organisation health service contracts.

8. What procurement process was used?

The government rules of procurement include an opt-out rule, which provides flexibility to how services can be sourced. This rule will be exercised to enter into a contract with I Am Hope Foundation in compliance with government rules of procurement.

9. Will there be enough counsellors to provide services?

Gumboot Friday is ready to implement this initiative with 300 counsellors currently available through their platform and a significant number of additional counsellors available to provide services. In addition, Health New Zealand has existing work underway to increase and diversify the mental health workforce across all types of providers within the system.

10. Will counsellors be required to be police vetted and clinically trained?

I Am Hope have set criteria for all counsellors, therapists and health professionals that provide services for Gumboot Friday to ensure that they are suitably qualified and registered with an appropriate body where police clearance criteria are met.

11. Will Gumboot Friday continue to fundraise?

This funding is not intended to replace the charitable donations I Am Hope Foundation receives for Gumboot Friday; it is intended to augment and supplement charitable donations.

I Am Hope Foundation will continue to fundraise as the Budget 24 money is targeted for counselling services only and does not cover other costs such as overheads, school visits or the employment of Gumboot Friday Ambassadors.

12. When will Gumboot Friday receive the money and why has it taken this long?

It is expected that the contract will be in place as soon as possible from 1 July 2024 following the standard negotiation process used for all government contracts.

ALLEASED UNDER THE OFFICIAL INFORMATION ACT ASSETS THE OFFICIAL INFORMATION ACT AS A SOURCE ASSETS THE OFFICIAL INFORMATION ACT AS A SOURCE ASSETS THE OFFICIAL INFORMATION ACT AS A SOURCE ASSETS THE OFFICIAL IN This investment is coming from Budget 24 which is only just being finalised. Budget 24



Memo

Approval to enter into a direct source contract with I Am Hope Foundation

Date:	5 June 2024		
To:	Dr Diana Sarfati, Director-General of Health	981	
Copy to:	Kevin Davies, Acting Chief Financial Officer Phil Knipe, Chief Legal Officer	ACT N	
From:	Robyn Shearer, Deputy Director General Clinical Community and Mental Health		
For your:	Decision	A	

Purpose of memo

1. This memo seeks your approval for the Ministry of Health to enter into a directly sourced contract with I Am Hope Foundation for the delivery of free brief intervention youth mental health counselling services as directed by a Government coalition agreement commitment, noting application of the all-of government opt-out procurement rule 12.3.k.

Background and context

- 2. As part of the National and New Zealand First coalition agreement, Government committed to funding the I Am Hope Foundation's Gumboot Friday initiative \$6 million per annum.
- 3. I Am Hope Foundation is responsible for the Gumboot Friday initiative which supports young people ages 5-25 to access free mental health counselling services. The initiative provides for brief intervention counselling services for young people, typically two sessions. However, the initiative is able to provide additional counselling sessions while the young person waits for referral to other services.
- 4. Cabinet has approved new funding of \$24 million over four years to deliver this commitment. This decision was publicly confirmed through a pre-Budget announcement on 22 May 2024.
- 5. You have had discussions with the Chief Executive of Health New Zealand | Te Whatu Ora (Health New Zealand) and have agreed that the Ministry will be the responsible entity for the contract with I Am Hope Foundation, and Health New Zealand will administer the contract as an agent of the Ministry. A memorandum of understanding agreeing these roles and responsibilities has been signed.

Application of the opt-out provision to enter into a direct source contract

6. Through the coalition agreement commitment, and the approval of Budget 24 funding, Government has directed the Ministry to enter into a contract for the delivery of services through the Gumboot Friday initiative. I Am Hope Foundation is the organisation responsible



- for the Gumboot Friday initiative, therefore the contract for these services must be with I Am Hope Foundation.
- 7. As a result of this direction, no competitive procurement process has been undertaken and therefore a procurement exemption under rule 14 of the all-of-government rules of procurement is not appropriate or applicable for this contract as there are other organisations that deliver youth mental health services.
- 8. However, in addition to rule 14 regarding grounds for exemption, the all-of-government rules of procurement also include certain opt-out grounds that allow government agencies to opt-out from many of the all-of-government rules of procurement. Specifically rule 12.3.k permits applying the opt-out for the provision of certain types of health services, education services and welfare services.
- 9. The contract with I Am Hope Foundation will be for the delivery of a type of health service for the public good, specifically brief intervention youth mental health counselling services.
- 10. We request your approval to enter into a direct source contract with I Am Hope Foundation as directed noting the application of opt-out rule12.3.k under the all-of-government rules of procurement.

Adherence to Government Procurement Principles

- 11. While a procurement process is not being undertaken, all practicable steps are being taken to adhere to the five Government Procurement principles as described below.
 - a. Plan and manage for great results There is a strong body of evidence regarding youth mental health and the need for early intervention for this population group. This evidence will support the specification of clear outcomes and expectations for delivery within the contract. We have also been working with the supplier early regarding expectations for monitoring and reporting under a potential contract and have a team with a range of skills and experience on this to support and ensure the supplier is able to undertake the work contracted for. The contract will also include clear performance indicators and robust monitoring and reporting requirements to ensure the contract is achieving the intended outcomes.
 - b. Be fair to all suppliers We acknowledge that an open competitive procurement process has not been used, and other non-governmental organisation mental health and addiction service providers consider this to be an unfair process. However, it is important to note that the Gumboot Friday initiative operating model places the organisation in a unique position to be able to quickly scale up to deliver the specific service directed by Government. The operating model uses a digital platform to enable children and young people to access and directly connect with a large number of mental health and addiction counselling providers to receive between two and six free counselling sessions. The providers accessible through the Gumboot Friday platform are not otherwise accessible at no cost through other mental health and addiction providers could potentially build similar platforms and operating models, the Gumboot Friday initiative already has the platform and operating model in place and is capable of scaling up service delivery quicker than an organisation that would need to build a whole service.



- c. Get the right supplier I Am Hope Foundation is the right supplier to deliver services through the Gumboot Friday initiative as they are the responsible organisation for the initiative. Information provided about current costs to deliver brief intervention youth mental health counselling services indicates the services are delivered at a fair and competitive price, and the supplier has committed that the government funding will go directly to services with other non-government funding streams covering administration and overhead costs. The contract will include provisions regarding expectations for timeliness for youth to receive the contracted services; as well the contract will ensure I Am Hope Foundation complies with the government Supplier Code of Conduct.
- d. Get the best deal for everyone The contract for these services will include clear outcome expectations and performance measures with robust requirements for monitoring and reporting to ensure the contract delivers the intended results. The monitoring and reporting requirements will ensure accountability for the costs and benefits under the contract. The supplier has indicated it is prepared to be transparent and accountable for data reporting and results. The contract will support delivery of publicly funded early and brief intervention youth mental health services in a new way and enable youth to access part of the mental health workforce not otherwise delivering publicly funded services.
- e. Play by the rules The monitoring and reporting requirements in the contract will ensure accountability and transparency regarding service delivery, performance measures, and use of funds. The supplier has offered to provide more information on performance than usual and on a more frequent basis to support transparency with respect to the contract and the use of public funding.

Value for money

- 12. Three key indicators that will be monitored as part of the contract to ensure the funding is delivering expected outputs are:
 - a. Number of additional mental health counsellors added by the supplier
 - b. Number of free mental health counselling sessions delivered
 - c. Number of unique individuals receiving free mental health counselling services.
- 13. Through contract monitoring we also anticipate visibility of average costs per session and average costs per individual which will support assessments regarding value for money.
- 14. On assurance from the supplier, the funding under this contract will directly support the delivery of services without also needing to support overheads or operating costs, ensuring the funding achieves as much value and benefit as possible.
- 15. There is some baseline evidence regarding value for money of the services currently delivered by the supplier through a social impact report, commissioned by I Am Hope Foundation and completed by ImpactLab, which shows a social value return of \$5.70 for every \$1 spent.
- 16. The reporting required as part of the contract will also enable comparison with reporting and data from other government mental health services. This comparison will enable the Ministry to determine whether the services under this contract are correlated to changes in other service metrics (e.g. waitlist data) providing an indication of how the services under this contract are integrating with, and adding value to the wider mental health and addiction service landscape.



Services to be contracted

- 17. Through its direction in the coalition agreement, Government has indicated that this contract will be for the delivery of brief intervention mental health counselling services for youth ages 5 to 25 years using the existing operating model of the Gumboot Friday initiative.
- 18. The Gumboot Friday initiative operating model utilises a digital platform to link children and young people with a range of counsellors, alcohol and drug practitioners, psychologists and psychotherapists. All counselling practitioners displayed on the digital platform must be registered with an appropriate registration board.
- 19. The costs of sessions delivered by a provider selected through the digital platform are currently paid for by Gumboot Friday charitable donations.
- 20. This contract will effectively purchase the sessions delivered by providers selected through the digital platform.
- 21. Specifically, the contract will purchase the delivery of brief intervention counselling services for young people aged 5 to 25 years experiencing mild and moderate levels of mental distress/mental health and addiction concern.
- 22. The basic service package will be two sessions per individual, however the contract will include larger service packages if additional counselling sessions are required, for example to support an individual waiting for a referral to other services such as Health New Zealand specialist services or ACC approved specialists.
- 23. Contract negotiations with the supplier have not begun, therefore we cannot specify the number of sessions and/or the number of individuals supported that will be expected under the contract; however, it is anticipated that at least 15,000 individuals per annum will receive services under the contract.

How the contract will be managed

- 24. The contract will be between the Ministry of Health and I Am Hope Foundation. Within the Ministry the Clinical, Community and Mental Health directorate will be the business unit responsible for the contract.
- 25. Health New Zealand has agreed to act as an agent of the Ministry to administer the contract.
- 26. In fulfilment of its agreed role, Health New Zealand will be responsible for day-to-day administration of the contract. This includes:
 - a. monitoring of contract delivery against key performance indicators
 - b. monitoring compliance with contract terms and conditions
 - c. receipt and review of regular reporting specified in the Contract.
- 27. Health New Zealand will share monitoring reports, including the monthly and quarterly reporting, and its assessment of the reporting, with the Ministry on a monthly and quarterly basis.
- 28. Any key contract performance issues identified by Health New Zealand through routine monitoring and reporting will be raised quickly to the Ministry outside of monthly updates to ensure swift resolution. This would include issues or risks identified in reporting or in performance conversations with I Am Hope Foundation, especially around the safety of children and young people.



- 29. Regular quarterly reviews between the Ministry and Health New Zealand will take place on the status of the contract to ensure any issues are identified quickly with a view to early resolution.
- 30. A memorandum of understanding outlining all the roles and responsibilities of the Ministry and Health New Zealand with respect to this contract has been signed by the Director-General of Health and the Chief Executive of Health New Zealand.

Risks and planned mitigations

Public scrutiny of the contract process and outcomes delivered

Risks

- 31. There has been considerable public attention, both positive and negative, since Government announced the commitment to fund the Gumboot Friday initiative as part of the National and New Zealand First Coalition agreement. This attention and scrutiny have intensified following the pre-Budget announcement on 22 May 2024.
- 32. In particular, there is high public scrutiny of the lack of a competitive government procurement process in light of the amount of funding committed to a single provider through a direct source contract.
- 33. While there is general agreement that more support is needed for child and youth mental health and addiction services and that the Gumboot Friday initiative can assist in addressing this need, many social service providers and mental health organisations are currently struggling to manage increasing operational and workforce costs. As a result, there is a perception among some mental health and addiction service providers that this has not been a fair and open process.
- 34. In addition to concerns about the process for entering into this contract, there have been some concerns raised by other clinical providers regarding the Gumboot Friday initiative operating model, such as lack of rigor in accepting providers onto the platform.

Mitigations

- 35. Following the announcement of the Government coalition agreement commitment, the Ministry initiated conversations with the I Am Hope Foundation regarding general expectations and requirements applied to government suppliers of mental health and addiction services, as well as the readiness for I Am Hope to engage in a contract for the delivery of the services stated in the Government commitment if funding were approved by Cabinet. The public concerns raised by mental health and addiction service providers were also discussed.
- 36. The I Am Hope Foundation have acknowledged all the concerns raised, as well as the expectations they will need to meet to satisfy the requirements for a government contract. The organisation has supplied the Ministry with information to demonstrate the steps that have been taken to address historical concerns about the Gumboot Friday operating model and process for accepting new providers onto the platform. Officials are satisfied that the information provided demonstrates these issues have been adequately addressed.
- 37. I Am Hope Foundation have committed to operating in a transparent manner and have offered to provide more reporting on a more frequent basis than typically required under government health service contracts. As well, the organisation has committed that all funding under the contract will be directly used for the delivery of services through the Gumboot



- Friday initiative with administrative and overhead costs covered by other I Am Hope Foundation funding streams.
- 38. The contract will have clear reporting and monitoring requirements, as well as stated performance indicators. The Ministry will be transparent regarding the reporting received and will take steps to make the reporting publicly available in a timely and routine manner.
- 39. Consistent with all government contracts, the contract will include termination clauses.

Real or perceived conflicts of interest

Risks

- 40. Officials note that following the pre-Budget announcement on 22 May 2024, some media articles have alleged potential Ministerial level conflicts of interest.
- 41. These alleged potential conflicts of interest include:
 - a. the decision by the Prime Minister and Deputy Prime Minister to include the commitment for this contract in the National and New Zealand First coalition agreement was made without seeking advice and based on a social impact report completed by ImpactLab, an organisation founded and board chaired by a former Prime Minister and National Party Leader, Bill English
 - b. a current I Am Hope Foundation board member, Todd Muller, was a former National Party Member of Parliament and National Party Leader
 - c. the current Board Chair, Naomi Ballantyne, made donations to the National Party election campaigns in the 2020 and 2023 elections.
- 42. Officials have undertaken due diligence with respect to these alleged potential conflicts of interest and determined the following facts with respect to each allegation.
 - a. The social impact report conducted by ImpactLab was initiated in 2022 and completed in February 2023, well before the 2023 election period, before release of political party manifestos, and before any indication that there would be a National and New Zealand First coalition agreement. The ImpactLab founder and Board Chair, Bill English, has not been a Member of Parliament or political party leader since 27 February 2018.
 - b. The current I Am Hope Foundation board member, Todd Muller, has never been a Member of Parliament or political party leader at the same time as having a seat on the I Am Hope Foundation board.
 - c. With respect to donations made by the current Board Chair, at the time of the donations she was neither in the Board Chair position, or a member of the board. She was also not in the Board Chair position, or a member of the board when the coalition agreement was signed and publicly released.
- 43. Officials have also considered whether any of these alleged potential conflicts of interest meet the definitions of financial, non-financial, conflict of roles, or predetermination conflicts of interest as described in guidance from the Auditor-General.
 - a. Financial neither the Prime Minister nor Deputy-Prime Minister, nor any other member of Cabinet who have been involved in decisions to fund the Gumboot Friday organisation, have declared a financial interest in the I Am Hope Foundation or Gumboot Friday initiative. The board member, Todd Muller, and Board Chair, Naomi



Ballantyne, were not members of the I Am Hope board when the coalition agreement decision to include this commitment was made, and thus had no financial interest in that decision when it was made. Bill English has no ongoing role with I Am Hope Foundation, and did not have a financial interest in the decision to fund the organisation.

- b. Non-financial When the coalition agreement commitment to fund the Gumboot Friday initiative was made, neither Todd Muller, nor Naomi Ballantyne were members of the board, and Bill English had no ongoing role with I Am Hope Foundation. While there may be personal relationships between some of these individuals and Ministers involved in this decision, the decision was made either prior to any of these individuals being actively involved in I Am Hope Foundation or, in the case of Bill English, after any involvement with the organisation ended.
- c. Conflict of Roles None of the Ministers involved in this decision held a role with the organisation at the time of the decision, and none of the individuals at the organisation held a role within Parliament or as a political party leader at the time of the decision.
- d. Predetermination Guidance from the Auditor-General notes that technically, predetermination is not a form of conflict of interest, however it should be considered. The guidance also states that it can be acceptable for officeholders to bring personal or previously formed views to decision-making. Both the National Party Manifesto and New Zealand First Party Manifesto reference the Gumboot Friday initiative. The National Party Manifesto references indicate a view that the Gumboot Friday initiative delivers valuable services and achieves good value for investment. The New Zealand First Manifesto includes a commitment to fund the initiative. These views were made public as part of both party platforms during the 2023 election and can be considered to be part of the commitments made by the parties for which the public elected them to deliver.
- 44. Officials also note there will be no Ministerial involvement in the contract negotiation process or in the ongoing administration and oversight of the contract. As well, the monitoring of delivery under the contract will be undertaken by Health New Zealand, as agreed, which creates a further arms-length distance between any Minister and the contract.
- 45. Based on the ascertained facts, and the assessment of the types of conflicts of interest described in guidance from the Auditor-General, officials are satisfied that these are not actual conflicts of interest.
- 46. Officials can confirm that there are no conflicts of interest to declare for any individuals within the Ministry or Health New Zealand that will be involved in the drafting, negotiation, execution, or ongoing administration and monitoring of the contract with I Am Hope Foundation.

Mitigations

- 47. Officials will operate in a transparent manner, including proactively releasing as much information as possible with respect to the contract and the process, including proactive release of this memo.
- 48. Any conflicts of interest that arise during the term of the contract will be managed following routine conflict of interest management policies.



Recommendations

It is recommended that you:

1.	note	the National and New Zealand First coalition agreement included a commitment to fund the Gumboot Friday initiative \$6 million per annum	(Yes/No
2,	note	Cabinet approved new funding investment of \$24 million over four years to deliver the coalition agreement commitment	Yes/No
3.	note	the Ministry will be responsible for the contract with I Am Hope Foundation, and Health New Zealand will be responsible for administration for the contract as agreed in a memorandum of understanding	Yes) No
4.	note	opt-out rule 12.3K will be applied from the all-of-government rules of procurement	Yes/No
5.	approve	the Ministry entering into a direct source contract with I Am Hope Foundation for the delivery of services through the Gumboot Friday initiative as directed by Government.	Yes/No

Signature _

Dr Diana Sarfati

Director-General of Health

Date: 12/6/24

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Gumboot Friday

Key messages:

- The National and New Zealand First coalition agreement includes a commitment to fund the Gumboot Friday initiative \$6 million
 per annum for increased delivery of free mental health counselling services for youth people. On 22 May 2024 Government
 announced Budget 2024 will include new funding to implement this commitment.
- I Am Hope Foundation is responsible for the Gumboot Friday initiative which supports young people ages 5–25 to access free
 mental health counselling services. The initiative provides for brief intervention counselling services for young people, typically
 two sessions. However, the initiative is able to provide additional counselling sessions while the young person waits for referral
 to other services.
- All of the new funding delivered through Budget 2024 will go directly to providing more mental health counselling sessions for young people and will not be used for other costs incurred by I Am Hope Foundation.
- Prevention and early intervention are a critical part of improving outcomes the Gumboot Friday initiative helps youth with mild
 to moderate mental health needs to access counselling services earlier before mental health needs escalate to crisis and/or
 higher acuity. Earlier intervention such as this can ultimately reduce demand for specialist services.
- It is expected that the contract will be in place as soon as possible from 1 July 2024 following the standard negotiation process
 used for all government contracts.

Key statistics:

- There has been a large increase in self-reported psychological distress among people aged 15–24, according to the New Zealand Health Survey. For children aged 0–14, there has been an increase in anxiety disorders and emotional/behavioural problems, both of which have roughly doubled from 2011/12 to 2021/22.
- Self-reported levels of unmet need for professional help for emotions, stress, mental health or substance use has increased from 4.9% of those 15 years and older in 2016/17 to 8.8% in 2021/22.
- Approximately 37% of youth 0–19 years old waited longer than 3 weeks for specialist mental health services in 2022/23.
- The funding for this initiative will enable at least 15,000 young people to access free mental health counselling services through Gumboot Friday every year.
- I Am Hope Foundation has indicated that with this funding the Gumboot Friday initiative will be able to quickly scale up to having approximately 850–900 mental health counsellors available.

Key issues/risks:	What is being done:
Questions and concerns about the process used to contract directly with I Am Hope foundation without an open procurement process.	The government rules of procurement include an opt-out rule, which provides flexibility to how services can be sourced. This rule will be exercised to enter into a contract with I Am Hope Foundation in compliance with government rules of procurement.
Concern about the qualifications and clinical safety of the providers delivering services through the Gumboot Friday initiative.	I Am Hope Foundation has set criteria for all counsellors, therapists and health professionals that provide services for Gumboot Friday to ensure that they are suitably qualified and registered with an appropriate body where police clearance criteria are met.
	e Deputy Director-General, Mental Health and Addiction, Mental Health – ^{s 9(2)(a)}

Contract for Services

Contract Details

I am Hope – Gumboot Friday Early Intervention Counselling

The Parties

The Buyer:

Ministry of Health

NZBN 9429000082440

133 Molesworth St, Thorndon, Wellington 6140

and

The Supplier:

I am Hope Foundation

NZBN 9429043191130

214 Dominion Road

Mount Eden

Auckland

New Zealand

1024

The Contract

Agreement

The Buyer appoints the Supplier to deliver the Services described in this Contract and the Supplier accepts that appointment. This Contract sets out the Parties' rights and obligations.

Parts of this Contract

The documents forming this Contract are:

- 1. Contract Details: This section
- Schedule 1: Description of Services
- 3. Schedule 2: Standard Terms and Conditions GMC Form 1 SERVICES | Schedule 2 (3rd Edition) available at: www.procurement.govt.nz
- Any other attachments described at Schedule 1.

How to read this Contract

- Together the above documents form the whole Contract
- Any Supplier terms and conditions do not apply
- Clause numbers refer to clauses in Schedule 2
- Words starting with capital letters have a special meaning. The special meaning is stated in the Definitions section at clause 17 (Schedule 2).



Acceptance

In signing this Contract each Party acknowledges that it has read and agrees to be bound by it.

Signed for and on behalf of the Buyer:

Signed for and on behalf of the Supplier:

(signature)

Name: Robyn Shearer

Position: Deputy Director General

Date: 1/07/2024

(signature)

Name: Naomi Ballantyne

Position: Chair – I am Hope

Date 1/07/2024

Schedule 1 Description of Services

Contract Management and Personnel

Start Date	1/07/2024	Reference Schedule 2 clause 1
End Date	30/06/2025	Reference Schedule 2 clause 1
Renewal	The Buyer may at its discretion renew this Contract up to 3 times. Each renewal Additional Period will be for a period of one year (i.e. 3 x 1 years for a total possible period of up to 3 years if all renewal rights are exercised).	Reference Schedule 2 clause 1

Contract Managers

Reference Schedule 2 clause 4

	Buyer's Contract Manager	Supplier's Contract Manager
Name:	Anna McNaughton	Mike King
Title / position:	Programme Director	Principal Executive
Address:	650 Great South Road Auckland	135 Dominion Road, Mt Eden, 1024
Phone:	Insert phone number	s 9(2)(a)
Email:	Anna.mcnaughton@health.govt.nz	s 9(2)(a)

Addresses for Notices

Reference Schedule 2 clause 14

	Buyer's address	Supplier's address
For the attention of:	Anna McNaughton	Mike King
c.c. Contract Manager	MHA Contracts – Health New Zealand mhacontracts@tewhatuora.govt.nz	cc Contract manager if senior manager above
Delivery address:	133 Molesworth St Wellington	135 Dominion Road Mount Eden Auckland 1024
Postal address:	As above	As above
Email:	Anna.mcnaughton@health.govt.nz	s 9(2)(a)

Supplier's Approved Sub-contractor

Reference Schedule 2 clause 7

The Supplier may sub-contract delivery of Services under this contract to Providers, as defined in clause 4.1 of this Contract, if the Supplier has used the policies and procedures described in clause 4.2 of this Schedule 1 to verify that the Providers have met the criteria described in clause 4.3 and 4.4 of this



Schedule 1 to verify that the Providers have met the criteria described in clause 4.3 and 4.4 of this Schedule 1 and the proposed Provider meets those criteria and the requirements in clause 7.2 of Schedule 2.

Description of Services

Context

There has been a large increase in self-reported psychological distress among people ages 15–24, according to the New Zealand Health Survey. For children aged 0–14, there has been an increase in anxiety disorders and emotional/behavioural problems, both of which have roughly doubled from 2011/12 to 2021/22.

Similarly, self-reported levels of unmet need for professional help for emotions, stress, mental health or substance use has increased from 4.9% of those 15 years and older in 2016/17 to 8.8% in 2021/22.

These increases disproportionately affect Māori given the younger population profile. Approximately 37% of youth 0-19 years old waited longer than 3 weeks for specialist mental health services in 2022/23.

Ensuring access to prevention and early intervention is a Government priority and a key element of the funding for mental health in Budget 2024. There is particular emphasis on expanding access to services for people with mild to moderate (including moderate) mental health and addiction needs who are unable to access or do not require at this stage secondary mental health and addiction services.

The ages 12 to 24 years are a time of rapid change and development and are the highest risk time for the onset of mental health problems and psychological distress, with over 80% of all mental health concerns beginning by the age of 21.

Therefore, funding of \$24 million over four years is being targeted specifically towards child and youth primary mental health and wellbeing services including for substance related concerns. The aim of the funding is to fund early and brief intervention counselling delivered through the I Am Hope Foundation Gumboot Friday Initiative for children and youth aged 5 to 25 years requiring support for mild to moderate mental distress.

The objective of this Contract is to deliver services which:

- provide immediate support to address the needs of children and young people experiencing distress through early intervention;
- are easily accessible for young people through an online platform;
- meet the developmental needs of children and young people;
- refer children and young people on to specialist services as appropriate and required.

Description of Services

1. Summary description of services

1.1. The Supplier (and its subcontractor Providers) will deliver the Services, which are the delivery of brief intervention counselling services for young people aged 5 to 25 years, inclusive, experiencing mild and moderate levels of mental distress/mental health and addiction concern.

2. Service Packages

- 2.1. The basic Service Package will be two sessions per individual, however larger service packages will be offered on an individualised basis where additional counselling sessions are required, for example to support an individual waiting for a referral to other services such as Health New Zealand specialist services or ACC-approved specialists.
- 2.2. A session within a Service Package is defined as a one-hour counselling intervention between a Provider and client.

all

3. Clinical description of services

- 3.1. Services offered must include all of the components listed below to address the needs of youth with mild to moderate (including moderate) mental health and addiction issues:
 - 3.1.1. Evidence-informed assessment, including risk assessments and management;
 - 3.1.2. evidence-based therapeutic brief interventions, such as talking therapies
 - 3.1.3. self-management support;
 - 3.1.4. where appropriate, culturally specific interventions; and
 - 3.1.5. identification and referral of young people with more serious mental health or addictions concerns that require a secondary or tertiary level specialist mental health or addiction service including crisis services.

4. Providers of the Supplier's Services

- 4.1. The Supplier may utilise a range of subcontractor counsellors and health professionals (defined as Providers under this contract) to deliver the Services. The Providers can include counsellors, alcohol and drug practitioners, psychologists and psychotherapists.
- 4.2. The Supplier must have policies and procedures in place that are used to verify a Provider meets the criteria outlined in clause 4.3 and 4.4 of this Schedule 1.
- 4.3. All Providers of Supplier Services funded through this contract must be:
 - 4.3.1. fully registered under the Health Practitioner Competence Assurance (HPCA) Act 2003 e.g. nurse, psychologist, psychotherapist, occupational therapist; or
 - 4.3.2. a fully registered alcohol and drug and/or gambling practitioner member of the Addiction Practitioners' Association Aotearoa–New Zealand (dapaanz); or
 - 4.3.3. a fully registered social worker; or
 - 4.3.4. a registered New Zealand Association of Counsellors counsellor; or
 - 4.3.5. registered through other professional boards as agreed in writing by the Contract Manager; and

must have undergone police vetting and safety check required under Part 3 of the Children's Act 2014 and the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015.

- 4.4. In addition, Providers of Supplier Services must have a current annual practising certificate and the relevant skills and experience for working in mental health and addiction settings with young people experiencing mild to moderate (including moderate) levels of distress.
- 4.5. Where a Provider is found to not to meet the criteria outlined in this clause, the Provider must be removed from the digital platform within 24 hours of the Supplier becoming aware of the non-compliance. Any fees paid for Services by the Provider while they did not meet these criteria must be refunded to the Ministry.

5. Entry criteria

- 5.1. All young people in New Zealand across the age range from 5 to 25 years, inclusive, are eligible for the Service.
- 5.2. The Service will be:
 - 5.2.1. A first point of contact service for people experiencing mild to moderate distress who are not likely to meet the criteria for eligibility for secondary services. There will be no entry barriers or criteria to the Service. The Service is for anyone who's thoughts, feelings or actions are impacting on their health and wellbeing.
 - 5.2.2. Free of charge to recipients there must be no cost of participation to young people or their whānau/family.

5.3. There are no barriers to re-entry and an individual may return to the Service if they have a subsequent counselling issue, noting that is this is an early intervention and brief counselling service.

6. Onward referrals

- 6.1. The Supplier must have risk management and assessment procedures and guidelines and communicate these procedures and guidelines to all Providers of Supplier's Services.
- 6.2. Assessment will address the appropriateness of primary services versus referral to secondary/tertiary services in circumstances when the mental health difficulties are more severe or there are other serious concerns that would be more appropriately addressed through secondary/tertiary mental health and addiction services.
- 6.3. Providers of the Supplier's Services must assess if there are any immediate needs that should be addressed including complex mental health distress and/or substance use, and the level of any suicide risk. This interaction with the service user and their whānau/family must be documented and any immediate risks acted on. For example, in the form of:
 - 6.3.1. escalation to specialist mental health services including crisis services,
 - 6.3.2. involvement of general practitioner,
 - 6.3.3. addressing any legal, or safety issues (i.e., Women's Refuge or Whānau Ora services emergency housing and income agencies).
- 6.4. If a Provider of the Supplier's Service does not consider the Service suitable for a young person who enquires about it, they must on-refer them to an alternative service suitable for their needs.

7. Wait times

- 7.1. The Supplier must ensure most people can receive Services within 24 to 48 hours of seeking support with 3 to 5 days as a maximum wait time for the first meeting with the person.
- 7.2. The Supplier must communicate wait time expectations to Providers of the Supplier's Service, and Providers must aim to minimise any wait times in this Service.
- 7.3. The Supplier must monitor Provider response times to client requests and timeliness of appointments, and provide data regarding wait times as part of monthly reporting as described in the Deliverables/Milestones section of this Schedule 1.

8. Consent

- 8.1. Children, young people and their whānau must be given required information about the Service and about consent processes that will enable active informed consent.
- 8.2. Consent is more than a process at the beginning of engagement it is an ongoing discussion with young people and their whānau throughout engagement.
- 8.3. For any referral made to the Service where the young person is under 16 years of age, staff will encourage consent of the young person and a parent or guardian. However, while parent or guardian consent for young people under 16 years of age is the strong preference, a number of young people may seek support without their parent's knowledge. The Provider will accept referrals without parent/guardian's consent and will assess the young person's understanding of the services offered (Gillick competence) and their ability to give informed consent.
- 8.4. The Provider will continue to support the young person to engage with and get their parent/guardian's support/consent whenever possible and appropriate unless it is not in the young person's best interest to do so.
- 8.5. If the Provider does not consider the Service suitable for a young person who enquires about it, they will on-refer them to an alternative service suitable for their needs.

9. Service exit

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- 9.1. Eligible individuals are able to access the Service initially for two sessions as part of an early intervention approach. The intention is to offer brief interventions with the aim of supporting the young person and their whānau/family to manage their own wellbeing.
- 9.2. However, some people accessing these services will have a significant level of complexity in their lives and may require additional Service to meet their goals and manage their own wellbeing. Where appropriate, up to 4 more sessions may be provided especially if the young person is waiting to be seen by another provider for more specialist intervention.
- 9.3. Exit from the Service is when the child or young person has completed the sessions.
- 9.4. The Supplier must keep records of the number of sessions an individual receives, this information will be included as part of monthly reports outlined under the Deliverables and Milestones section of this Schedule 1.
- 9.5. The Supplier must keep performance indicator data on the completion rates and people's experience of the programme when they leave, this information will be included as part of monthly or quarterly reports as outlined under the Deliverables and Milestones section of this Schedule 1.

10. Use of Supplier's digital platform to facilitate Service delivery

- 10.1. The Supplier must deliver the contracted Services through its Gumboot Friday initiative utilising the existing digital platform to connect children and young people ages 5-25, inclusive, with a range of Providers.
- 10.2. It is agreed by all parties that the digital platform and any intellectual property related to that remains the intellectual property of the Supplier in accordance with clause 12.1 of Schedule 2.

11. Geographic location of the Service

11.1. The Service will be available across all areas of New Zealand.

12. Service setting

- 12.1. The Service will be delivered by Providers from community-based settings that are easily accessible and acceptable to young people (e.g., youth centre, campus, marae, community hall, counselling rooms, social services, NGO health or social sector organisations or other appropriate environments).
- 12.2. Providers may deliver Services via face-to-face service delivery or through virtual/e-mental health service delivery, or a combination of both.

13. Service promotion

13.1. Any promotion of the Service will be through channels that are most likely to be seen by young people who are the target of the Service, including general practices and hospitals. This will include promotion across relevant social and cultural networks, including the Supplier's social media platforms.

14. Service availability

14.1. The Services outlined in this service description are expected to be available for service users during usual business hours of the Service on all working days throughout the year. It is expected that the Supplier will not have a shutdown period at any point throughout the year and will only be closed on public holidays and weekends.

Deliverables and Milestones

15. Deliverables

15.1. The intention of this contract is that the Supplier will deliver Services to 10,000 individuals aged 5-25 years (inclusive) per year of the Contract.

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16. Records and reporting

The Supplier must collect and report the data and information outlined in the table below.

Reporting Requirement	Reporting Description	Reporting Frequency
Number of counsellors and health professionals	Number of Counsellors	Monthly by the 20th of the month following service delivery
Invoice	Number of sessions	Monthly by 3 rd business day of the month following service delivery
Outputs	 Number of people seen Number of people exiting with more than two sessions Average number of sessions per person Number of service exits 	Monthly by the 20th of the month following service delivery
Referrals	 Number of onward referrals including names of entities receiving referrals Number of rejected referrals 	Monthly by the 20th of the month following service delivery
Report high level- narrative	 Number of people seen Number of people exiting with more than two sessions Average number of sessions per person Number of new people seen by ethnic group (Māori; Pasifika; NZ European; Asian; another ethnicity) Number of new people seen by age group (5-11; 12-17; 18-25) Average wait time Number of people waiting more than five days Number of service exits Summary of Engagement with local communities Quality initiatives 	Every two months for the first year on the 20 th of the month following service delivery; and then quarterly in subsequent years on the 20th of the month following the end of a quarter
	 Risk management issues including mitigation strategies 	

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	 Linkages with other services including other primary and secondary mental health and addiction services Any other issues 	
Complaints	raised by and/or to the Supplier or any regulator (including but not limited the	Within 24 hours of receipt of complaint or report of complaint
Data security breach		Within 24 hours of discovery of the breach

Specific code of conduct / policies / health & safety / protective security / legislative requirements

17. Compliance

- 17.1. The Supplier (and its Providers) must at all times:
 - 17.1.1. comply with the Privacy Act 2020, and the Health Information Privacy Code 2020 (the Code), including in particular Rule 4 of the Code to ensure the manner of information collected from children or young persons is fair and does not intrude to an unreasonable extent upon the affairs of the individual concerned,
 - 17.1.2. ensure any consent sought from a client user is on a full disclosure and fully informed consent basis; and
 - 17.1.3. identify and treat each client user as a 'health consumer' and ensure that the services being made accessible by the Supplier (including third party content and materials) are provided in a manner that complies with the Health and Disability Commissioner Act 1994, and with all aspects of the Health and Disability Commissioner (Code of Health and Disability Services Consumers' Rights) Regulations 1996 (H&DC Code). This will include ensuring that the material and services accessible are of an appropriate standard (including as regards all applicable legal, professional and ethical matters), and that client users have a right to complain. The site must also prominently display the Code of Health and Disability Services Consumers' Rights; and
 - 17.1.4. not disclose information about client users to any third party except:
 - 17.1.4.1. with the client user's informed consent, or, or
 - 17.1.4.2. in accordance with the Code.
- 17.2. To the extent the Supplier (including through its employees or Providers) will be or will become a provider of children's services for the purposes of the Children's Act 2014 (the "Act"):
 - 17.2.1. the Supplier must as soon as is practicable adopt a child protection policy which accords with section 19 of the Act and provide the Ministry with a copy of its child protection policy and, if there will be any direct contact with children, confirmation that the Supplier has undertaken (and responded appropriately to the results of) all vetting and safety checks required under Part 3 of the Act and the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015 (the "Regulations"); and
 - 17.2.2. ensure that the Supplier (including through its employees or Providers) consistently applies operating policies and practices which effectively manage its obligations under the Children's Act 2014 Act, including to address all matters required to be included in

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a child protection policy by section 19 of the Act and all safety checks as required under Part 3 of the Act and the Regulations.

18. Reports of serious misconduct

- 18.1. The Supplier must have a process in place to address any reports of serious misconduct by a Provider.
- 18.2. The Supplier must notify the Contract Manager within 24 hours of receipt of a report of serious misconduct by a Provider.
- 18.3. The Contract Manager will determine ongoing reporting requirements regarding a report of serious misconduct on a case-by-case basis based on the specific nature of the report and the applicable complaint pathway to address the report.
- 18.4. The Supplier must suspend a Provider with a report of serious misconduct from displaying on the Supplier's digital platform within 12 hours of receipt of the report.
- 18.5. A Provider suspended as result of a report of serious misconduct will not be displayed on the Supplier's digital platform unless the process referenced in clause 18.1 of this Schedule 1 determines no serious misconduct has occurred and the Contract Manager has approved this finding.
- 18.6. Where the process referenced in clause 18.1 of this Schedule 1 determines serious misconduct with respect to a Provider has occurred, fees paid for Services delivered by that Provider during the timeframe of the serious misconduct will be refunded to the Ministry.

19. Data security

- 19.1. The Supplier must apply appropriate policies and procedures and maintain strong systems and controls to ensure that all client information always remains confidential.
- 19.2. The Supplier must ensure its digital platform adheres to appropriate information technology standards and will provide an overview of IT data security and approaches as part of this contract within 4 weeks of the commencement of this Contract.
- 19.3. In the event of a data security breach the Supplier must notify the Contract Manager as soon as practicable and within 24 hours of discovery of the breach. All Services delivered through the Supplier's digital platform will be suspended until:
 - 19.3.1. the breach is resolved; and
 - 19.3.2. proof of resolution has been provided to the Contract Manager; and
 - 19.3.3. the Contract Manager has confirmed that services through the digital platform can resume.

Supplier's Reporting Requirements

Reference Schedule 2 clause 5.2

Report to:	Description of report	Due date
Contract Manager	Monthly report	20th of the month following service delivery
Contract Manager	Narrative report every two months	20th of the month following the end of the two months with first report due on 20 September
Contract Manager	Quarterly report	20th of the month following the end of the quarter

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Report to:	Description of report	Due date
Contract Manager	Ad hoc notifications of complaints or security breaches	Within 24 hours

Charges

The following section sets out the Charges. Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees, and where agreed, Expenses and Daily Allowances. The Charges for this Contract are set out below.

Fees

Reference Schedule 2 clause 3

The Supplier's Fees will be calculated as follows:

Fixed Session Fee

A fixed Fee of \$150 excluding GST per session up to a maximum of \$500,000 per month and a maximum of \$6.0 million per year.

A session is defined as a one-hour counselling intervention between a Provider and client.

Initial payment upon signing of Contract

Upon signing of this Contract, the Supplier will receive an initial lump sum payment of \$500,000 to enable immediate initiation of Service delivery. An invoice for Services delivered in the first month of the Contract will be required in accordance with the invoice and payment schedule described in the Invoice section of this Schedule 1. Invoices from subsequent months will take into account any underspend from the initial lump sum payment.

Expenses

No Expenses are payable.

Daily Allowance

No Daily Allowances are payable.

Invoices

Reference Schedule 2 Subject to clauses 3 and 11.7

The Supplier must send the Buyer an invoice for the Charges at the following times:

At the end of the month, for Services delivered during that month.

Address for invoices

Reference Schedule 2 clause 3

	Buyer's address
For the attention of:	Anna McNaughton
Address:	anna.mcnaughton@health.govt.nz; MHAcontracts@tewhatuora.govt.nz

Other instructions about invoices

Reporting of number of sessions delivered is due with invoice.

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Insurance

Reference Schedule 2 Clause 8.1

The Supplier must have the following insurance:

- 1. Public liability insurance of \$\$5,000,000.00
- 2. All providers will hold adequate Professional indemnity insurance as part of their agreement with the Supplier.

Changes to Schedule 2 and attachments

Schedule 2 of this Contract is amended as follows:

Clause 11

Existing clause 11.2 is deleted and replaced with:

11.2 Termination for Convenience

- a Either Party may terminate this Contract at any time by giving not less than six months' notice to the other Party, and specifying the effective date (Termination Date)
- If we terminate this Contract under this clause, then, subject to all other clauses of this Contract, we will pay
 you all Services performed up to the Termination Date.

Clause 12

The following clauses apply in addition to existing clauses 12.1 and 12.2 of this Contract.

12.3 Quality of Intellectual Property Rights: The Supplier must ensure that all Intellectual Property Rights transferred to the Buyer are of sufficient quality, clarity and completeness to enable the Buyer to understand and use the Intellectual Property Rights for the Purposes sought by the Buyer.

12.4 Publication of New Intellectual Property Rights

- a. Where the Buyer publishes any New Intellectual Property Rights resulting from the Services, the Buyer will ensure that any such publication contains a suitably worded acknowledgement of the Supplier's involvement in the New Intellectual Property Rights produced under this Contract;
- b. The Buyer agrees the Supplier has the right to use the New Intellectual Property Rights for academic or educational purposes.

Clause 17

Existing clause 17.1 is deleted and replaced with:

Variations: Any change to this Contract is called a Variation. A Variation must be agreed by both Parties and recorded in writing and signed by both Parties.

Attachments

Reference 'Contract documents' described at Page 1

The Supplier must comply with the attached Provider Quality Specifications. The Supplier must ensure all subcontracted Providers are aware of and comply with the Provider Quality Specifications in delivering the Services.

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Schedule 2 Standard Terms and Conditions—Services

Length of Contract

- 1.1 **Start Date:** This Contract starts on the Start Date. Services must not be delivered before the Start Date.
- 1.2 **End Date:** This Contract ends on the End Date.

1.3 Renewal:

- a. The Buyer may extend the End Date the number of times, and for the additional period (Additional Period), set out in Schedule 1 by giving the Supplier Notice at least 20 Business Days before the then current End Date (Extension Notice).
- b. If the Buyer gives an Extension Notice, the Contract will be renewed for the Additional Period on the same terms, unless the Parties agree otherwise in a Variation.

The Services

- 2.1 **Both Parties' obligations:** Both Parties agree to:
 - a. act in good faith and honestly in their dealings with each other
 - discuss matters affecting this Contract or the delivery of the Services, whenever necessary
 - c. notify each other promptly of any actual or anticipated issues that could:
 - significantly impact on the Services or the Charges, and/or
 - receive media attention, and
 - d. comply with all applicable laws and regulations.
- 2.2 **Buyer's obligations:** The Buyer must:
 - a. provide the Supplier with any information and/or access to Buyer Personnel the Supplier has reasonably requested to enable the delivery of the Services
 - make decisions and give approvals reasonably required by the Supplier to enable delivery of the Services, within reasonable timeframes, and
 - c. pay the Supplier the Charges for the Services in accordance with this Contract.
- 2.3 **Supplier's obligations:** The Supplier must:
 - a. deliver the Services:
 - on time (including meeting all Milestones on time), except where delay is caused by the Buyer, and to the required performance standards and quality set out in Schedule 1 or reasonably notified by the Buyer to the Supplier from time to time, and
 - with due care, skill and diligence, and to the appropriate professional standard or in accordance with good industry practice as would be expected from a leading supplier in the relevant industry

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- b. ensure that its Personnel have the necessary skills, experience, training and resources to deliver the Services
- c. provide all equipment and resources necessary to deliver the Services, and
- d. comply with any relevant codes of conduct listed in Schedule 1, including (if applicable) the <u>Supplier Code of Conduct</u> issued by the <u>Procurement Functional Leader (see www.procurement.govt.nz)</u>.
- 2.4 **Approved Personnel:** Where Approved Personnel have been agreed in Schedule 1, the Supplier must:
 - a. use those Approved Personnel in delivering the Services, and
 - b. obtain the Buyer's prior written approval if it wishes to change any Approved Personnel.
- 2.5 **Premises:** If the Supplier is at the Buyer's premises, the Supplier must observe the Buyer's policies and procedures, including those relating to health and safety, and security requirements, as provided to the Supplier.
- 2.6 **Health, Safety and Security:** The Supplier must:
 - consult, cooperate and coordinate with the Buyer regarding the Parties' overlapping obligations under, and what is required from the Supplier to assist the Buyer to comply with the HSW Act as it relates to, of affects, the Contract
 - b. comply, and ensure that its Personnel comply, with their obligations under the HSW Act as it relates to, or affects, the Contract
 - c. comply with all reasonable directions of the Buyer relating to health, safety, and security, and
 - d. report any of the following that applies to the Supplier or the Buyer, or relates to or affects the Contract:
 - notifiable injury, illness, incident or event, or any notice issued under the HSW
 Act or any other health and safety legislation, and
 - Protective Security Incident.
- 2.7 **Employment standards**: The Supplier must:
 - a. comply with its obligations under the Employment Relations Act 2000, Minimum Wage Act 1983, Wages Protection Act 1983, Holidays Act 2003 and the Parental Leave and Employment Protection Act 1987, and
 - b. report any instances where the Supplier is being investigated by the Labour Inspectorate, or where the Supplier has been found by the Labour Inspectorate, Employment Relations Authority, or the Employment Court to have breached any of the legislation referenced in clause 2.7.a.
- 2.8 **Respect:** The Supplier must deliver the Services in a manner that:
 - a. is culturally appropriate for Māori, Pacific and other ethnic or indigenous groups, and
 - b. respects the personal privacy and dignity of all individuals.

Charges and payment

3.1 **Maximum amount:** The Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees and, where agreed, Expenses and Daily Allowances.

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- 3.2 **Valid tax invoice:** The Supplier must provide valid tax invoices for all Charges on the dates or at the times specified in Schedule 1. The Buyer has no obligation to pay the Charges set out on an invoice that is not a valid tax invoice. A valid tax invoice must:
 - a. clearly show all GST due, if any
 - b. be in New Zealand currency or the currency stated in Schedule 1
 - c. be clearly marked 'Tax invoice'
 - d. contain the Supplier's name, address, NZBN and GST number, if the Supplier is registered for GST
 - e. contain the Buyer's name and address and be marked for the attention of the Buyer's Contract Manager or such other person stated in Schedule 1
 - f. state the date the invoice was issued
 - g. name this Contract and provide a description of the Services supplied, including the amount of time spent in the delivery of the Services if the Charges are based on an Hourly Fee Rate or Daily Fee Rate
 - h. contain the Buyer's contract reference or purchase order number if there is one
 - i. state the Charges due, calculated correctly, and
 - be supported by GST receipts if Expenses are claimed, and any other verifying documentation reasonably requested by the Buyer.
- 3.3 Payment: Subject to clauses 3.4 and 11.4(e), if the Buyer receives a valid tax invoice:
 - a. on or before the 5th Business Day of the month, the Buyer will pay that invoice by the 20th calendar day of that month, or
 - b. after the 5th Business Day of the month, the Buyer will pay that invoice by the 20th calendar day of the following month.
- 3.4 **Dispute:** The Buyer must notify the Supplier within 10 Business Days of the date of receipt of a tax invoice if the Buyer disputes any part of that tax invoice, and the Buyer:
 - a. must pay the portion of the tax invoice that is not in dispute (and the Supplier will provide a further valid tax invoice for the undisputed amount if required), and
 - b. may withhold payment of the disputed portion until the dispute is resolved.

Contract management

- 4.1 **Contract Manager:** The persons named in Schedule 1 as the Contract Managers will manage the Contract, including:
 - a. managing the relationship between the Parties
 - b. overseeing the effective implementation of this Contract, and
 - c. acting as a first point of contact for any issues that arise.
- 4.2 **Changing the Contract Manager:** A Party may change its Contract Manager by telling the other Party, in writing, the name and contact details of the replacement.

Information management

- 5.1 **Information and Records**: The Supplier must:
 - keep and maintain Records in accordance with prudent business practice and all applicable laws

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- b. make sure the Records clearly identify all relevant time and Expenses incurred in providing the Services
- c. make sure the Records are kept safe and are easy to access
- d. give information to the Buyer relating to the Services that the Buyer reasonably requests, in a format that is usable by the Buyer, and within a reasonable time of the request
- e. co-operate with the Buyer to provide information promptly if the information is required by the Buyer to comply with an enquiry or its statutory, parliamentary, or other reporting obligations
- f. make its Records available to the Buyer during the term of the Contract and for 7 years after the End Date (unless already provided to the Buyer earlier), and
- g. make sure that Records provided by, or created for, the Buyer are securely managed and destroyed on their disposal.
- 5.2 **Reports:** The Supplier must give the Buyer the reports, by the due dates, stated in Schedule 1.

The contractual relationship

- 6.1 **Independent contractor:** Nothing in this Contract constitutes a legal relationship between the Parties of partnership, joint venture, agency, or employment.
- 6.2 **No representing:** Neither Party has authority to bind or represent the other Party in any way.
- 6.3 **Transfer of rights or obligations:** The Supplier must not transfer any of its rights or obligations under this Contract without the Buyer's prior written approval. The Buyer will not unreasonably withhold its approval.

Subcontractors

- 7.1 **Subcontracting:** The Supplier must not enter into a contract with someone else to deliver any part of the Services without the Buyer's prior written approval.
- 7.2 **Supplier responsibilities:** The Supplier:
 - a. must ensure that each Subcontractor is suitable and has the capability and capacity to deliver that aspect of the Services being subcontracted
 - b. must ensure that:
 - each Subcontractor is fully aware of the Supplier's obligations under this Contract, and
 - any subcontract it enters into is on terms that are consistent with this Contract
 - c. is responsible for delivering the Services under this Contract even if aspects of the Services are subcontracted, and
 - d. is responsible for the acts and omission of any Subcontractor as if they were the acts and omissions of the Supplier.

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Insurance

- 8.1 The Supplier is responsible for ensuring its risks of doing business are adequately covered, whether by insurance or otherwise. If required in Schedule 1, the Supplier must:
 - a. hold the insurance, with a reputable insurer, as specified in Schedule 1, and maintain that insurance cover for the term of this Contract and for a period of 3 years after the End Date, and
 - b. provide a certificate confirming the nature of the insurance cover and proving that each policy is current within 10 Business Days of any request from the Buyer.

Conflicts of Interest

- 9.1 **Avoiding conflicts of interest:** The Supplier:
 - a. warrants that as at the Start Date, it has no Conflict of Interest in providing the Services or entering into this Contract, and
 - b. must do its best to avoid situations that may lead to a Conflict of Interest arising.
- 9.2 **Obligation to tell Buyer:** The Supplier must tell the Buyer promptly, in writing, if any Conflict of Interest arises in relation to the Services or this Contract. If a Conflict of Interest does arise the Parties must discuss, agree and record in writing whether it can be managed and, if so, how it will be managed. Each Party must pay its own costs in relation to managing a Conflict of Interest.

Resolving disputes

- 10.1 **Negotiation:** The Parties agree to use their best endeavours to resolve any dispute that may arise under this Contract. The following process will apply to disputes:
 - a. a Party will notify the other if it considers a matter is in dispute
 - b. the Contract Managers will attempt to resolve the dispute through negotiation
 - c. if the Contract Managers have not resolved the dispute within 10 Business Days of notification, they will refer it to the Parties' senior managers for resolution, and
 - d. if the senior managers have not resolved the dispute within 10 Business Days of it being referred to them, the Parties shall refer the dispute to mediation or, if agreed by the parties, some other form of alternative dispute resolution.
- 10.2 **Mediation**: If a dispute is referred to mediation, the mediation will be conducted:
 - a. by a single mediator agreed by the Parties or if they cannot agree, appointed by the Resolution Institute
 - b. on the terms of the Resolution Institute Mediation Rules, and
 - c. at a fee to be agreed by the Parties or if they cannot agree, at a fee determined by the Resolution Institute.
- 10.3 **Costs:** Each Party will pay its own costs of mediation or alternative dispute resolution under this clause 10.
- 10.4 **Effect of dispute:** If there is a dispute, each Party will continue to perform its obligations under this Contract as far as practical given the nature of the dispute.

10.5 **Taking court action:** Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in clause 10.1, unless that Party requires urgent relief from a court.

Ending this Contract

- 11.1 **Supplier's request to terminate:** At any time during the term of this Contract the Supplier may notify the Buyer that it wishes to terminate this Contact. The Buyer will, within 20 Business Days following receipt of the Supplier's Notice, notify the Supplier whether, in its absolute discretion, it consents to the Supplier's Notice of termination. If the Buyer:
 - a. consents, the Contract will be terminated on a date that is mutually agreed between the Parties, or
 - b. does not consent, the Contract will continue in full force as if the Supplier's Notice requesting termination had not been given.

11.2 Buyer's termination for convenience:

- a. The Buyer may terminate this Contract at any time by giving not less than 20 Business Days' Notice to the Supplier.
- b. If the Buyer terminates the Contract under this clause then, subject to all other clauses of this Contract, the Buyer will pay the Supplier for all Services performed up to the End Date.
- 11.3 **Buyer's termination for cause:** The Buyer may terminate this Contract immediately, by giving Notice, if the Supplier:
 - a. becomes bankrupt or insolvent
 - b. has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed
 - c. becomes subject to any form of external administration
 - d. ceases for any reason to continue in business
 - e. does something or fails to do something that, in the Buyer's opinion, results in damage to the Buyer's reputation or business
 - f. has a Conflict of Interest that in the Buyer's opinion is so material as to impact adversely on the delivery of the Services, the Buyer, or
 - g. provides information to the Buyer that is misleading or inaccurate in any material respect.

11.4 **Termination for breach**:

- a. If a Party breaches this Contract (**defaulting Party**), the non-defaulting Party may give a default Notice to the defaulting Party.
- b. A default Notice must state:
 - the nature of the breach, and
 - the time and date by which it must be remedied.
- The period allowed to remedy the breach must be reasonable given the nature of the breach.
- d. The non-defaulting Party may terminate this Contract immediately by giving a further Notice to the defaulting Party if the defaulting Party does not remedy the breach as required by the default Notice.
- e. If the Buyer gives a default Notice to the Supplier, the Buyer may also:

- withhold any payment of Charges due until the breach is remedied as required by the default Notice, and/or
- if the breach is not remedied as required by the default Notice, deduct a reasonable amount from any Charges due to reflect the reduced value of the Services to the Buyer.

11.5 Supplier's obligations:

- On giving or receiving a Notice of termination, the Supplier must immediately do everything reasonably possible to reduce its losses, costs and expenses arising from the termination of this Contract.
- On termination or expiry of this Contract, the Supplier must, if requested by the Buyer, promptly return or securely destroy all Confidential Information and other material or property belonging to the Buyer.
- 11.6 Accrued rights: The termination or expiry of this Contract does not affect any rights of a Party which:
 - arose prior to the End Date, or
 - relate to any breach of this Contract that arose prior to the End Date.
- 11.7 **Buyer's rights:** Subject to clause 11.2(b), if this Contract is terminated the Buyer:
 - will only be liable to pay Charges that were due for Services delivered before the effective date of termination, and
 - may recover from the Supplier or set off against sums due to the Supplier, any Charges paid in advance for Services or Deliverables that have not been provided.

11.8 **Handing over the Services:**

- The Supplier will provide all reasonable assistance and cooperation necessary to facilitate a smooth handover of the Services to the Buyer or any person appointed by the Buyer during the term of this Contract and for a period of 10 Business Days after the End Date.
- If required by the Buyer, the Supplier will provide additional assistance to support any replacement supplier to deliver the Services, for a period of up to 3 months from the End Date at a reasonable fee to be agreed between the Parties, based on the Charges.

Intellectual Property Rights

12.1 Ownership of Intellectual Property Rights:

- Pre-existing Intellectual Property Rights remain the property of their owner.
- New Intellectual Property Rights in the Deliverables become the property of the Buyer when they are created, and the Supplier agrees to do all things necessary to give effect to this clause 12.1(b).
- New Intellectual Property Rights that are not in the Deliverables will become the property of the Party that created them.
- The Supplier grants to the Buyer a perpetual, non-exclusive, worldwide, transferable, sub-licensable and royalty-free licence to use, for any purpose, all Intellectual Property Rights in the Deliverables that are not owned by the Buyer to:
 - receive the full benefit of the Services and Deliverables, and
 - use, copy, modify and distribute the Deliverables.

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- 12.2 **Supplier warranties:** The Supplier warrants that:
 - a. it is legally entitled to grant the licence in clause 12.1(d), and
 - b. the Buyer's use of anything provided by the Supplier and incorporated in the Services and Deliverables, for the purposes communicated to, or that are or ought to be known by, the Supplier, will not infringe the rights, including Intellectual Property Rights, of any third party.

The Supplier's liability for breach of the warranties in this clause is not subject to any limitation or cap on liability that may be stated elsewhere in this Contract.

Confidential Information

- 13.1 **Protection of Confidential Information:** Each Party agrees to not use or disclose the other Party's Confidential Information to any person or organisation other than:
 - to the extent that use or disclosure is necessary for the purposes of providing the Deliverables or Services or, in the case of the Buyer, using the Deliverables or Services
 - b. if the other Party gives prior written approval to the use or disclosure
 - c. if the use or disclosure is required by law (including under the Official Information Act 1982), Ministers, parliamentary convention or any other regulation, rules or policy that is binding on that Party, or
 - d. if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.
- 13.2 **Obligation to inform staff:** Each Party will ensure that its Personnel:
 - a. are aware of the confidentiality obligations in this Contract, and
 - b. do not use or disclose any of the other Party's Confidential Information except as allowed by this Contract.
- 13.3 Security: Each Party will:
 - a. put in place and maintain adequate security measures to safeguard the other Party's Confidential Information from unauthorised access or use by third parties,
 - b. notify the other Party if it becomes aware of any suspected or actual unauthorized use, copying or disclosure of the other Party's Confidential Information, and
 - c. comply with any reasonable direction of the other Party in relation to any suspected or actual breach of the obligations in this clause 13 as the other Party reasonably requests.

Privacy

- 14.1 **Protection of Personal Information** Where the Supplier has access to Personal Information under or in connection with this Agreement, the Supplier must:
 - a. only use, access, store, process or transmit that Personal Information to the extent necessary to provide the Deliverables or Services,
 - b. ensure that the Personal Information is protected against loss, access, use, modification, or disclosure that is not authorised by the Buyer,
 - c. provide all information and assistance reasonably required by the Buyer to comply with its obligations under the Privacy Act in relation to this Agreement, and
 - d. comply with the Privacy Act and not do anything under this Agreement that would cause the Buyer to breach the Privacy Act.

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- 14.2 **Privacy Breaches** If the Supplier becomes aware of any Privacy Breach in relation to this Agreement it will notify the Buyer as soon as possible and take all reasonable steps:
 - a. to identify the person or persons affected,
 - b. required by the Buyer to undertake its own investigation,
 - c. stop, and/or mitigate the impact of, any Privacy Breach and prevent its reoccurrence, and
 - d. the Supplier shall not notify any person of the Privacy Breach without the Buyer's prior written approval.
- 14.3 **Application to Confidential Information** The obligations under this clause 14 are not limited by and do not limit either Party's other obligations as regards the protection or security of Confidential Information set out in clause 13, provided that any disclosure of Confidential Information under clause 13.1 shall be subject to this clause 14.

Notices

- 15.1 **Requirements:** All Notices must be:
 - a. in writing and delivered by hand or sent by post, courier or email to the recipient Party's address for Notices stated in Schedule 1, and
 - b. signed, or in the case of email sent, by the appropriate manager or person having authority to do so.
- 15.2 **Receipt of Notices:** A Notice will be considered to be received:
 - a. if delivered by hand or sent by courier, on the date it is delivered
 - b. if sent by post within New Zealand, on the 5th Business Day after the date it was sent
 - c. if sent by post internationally, on the 9th Business Day after the date it was sent, or
 - d. if sent by email, at the time the email enters the recipient's information system and it is not returned undelivered or as an error,

but a Notice received after 5pm on a Business Day or on a day that is not a Business Day will be considered to be received on the next Business Day.

Extraordinary Events

- 16.1 **No liability:** Neither Party will be liable to the other for any failure to perform its obligations under this Contract to the extent the failure is due to an Extraordinary Event.
- 16.2 **Obligations of affected Party:** A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The Notice must state:
 - a. the nature of the circumstances giving rise to the Extraordinary Event
 - b. the extent of that Party's inability to perform under this Contract
 - c. the likely duration of that non-performance, and
 - d. what steps are being taken to minimise the impact of the Extraordinary Event on the performance of this Contract.
- 16.3 **Termination:** If a Party is unable to perform any obligations under this Contract for 20 Business Days or more due to an Extraordinary Event, the other Party may terminate this Contract immediately by giving Notice.

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General

- 17.1 **Variations:** A Variation must be agreed by both Parties and recorded:
 - a. in writing and signed by both Parties, or
 - b. through an exchange of emails,

where the signatories or authors have delegated authority to approve the Variation.

- 17.2 **Entire contract:** This Contract, including any Variation, records everything agreed between the Parties relating to the Services. It replaces any previous communications, negotiations, arrangements or agreements that the Parties had with each other relating to the Services before this Contract was signed, whether they were oral or in writing.
- 17.3 **Waiver:** If a Party does not immediately enforce its rights under this Contract that:
 - a. does not mean that the other Party is released or excused from any obligation to perform at the time or in the future, and
 - does not prevent that Party from exercising its rights at a later time.
- 17.4 **New Zealand law, currency and time:** This Contract will be governed and interpreted in accordance with the laws of New Zealand. All money is in New Zealand dollars, unless Schedule 1 specifies a different currency. Dates and times are New Zealand time.
- 17.5 **Publication:** The Supplier must obtain the Buyer's prior written approval before making reference to the Buyer or this Contract in its publications, public statements, promotional material or promotional activities.
- 17.6 **No derogatory remarks:** Each Party undertakes not to publicly make objectionable or derogatory comments about the Services, this Contract, the other Party or any of the other Party's Personnel, and to ensure that its Personnel do not do so.
- 17.7 **Signing the Contract:** The date of execution is the date this Contract has been signed by both parties. This Contract is properly signed if each Party signs the same copy, or separate identical copies, including electronic copies, of the Contract Details section.
- 17.8 **No poaching:** During the term of this Contract and for a period of 6 months after the End Date neither Party shall, without the other's written consent, deliberately seek to employ or hire any person who is or has been employed by the other and involved in the delivery of the Services. This does not apply where a person has responded to a legitimate advertisement.
- 17.9 Clauses that remain in force: The clauses that by their nature should remain in force on expiry or termination of this Contract do so, including clauses 5 (Information management), 8 (Insurance), 10 (Resolving disputes), 11 (Ending this Contract), 12 (Intellectual Property Rights),13 (Confidential Information), 15 (Notices), 17 (General) and 18 (Definitions).
- 17.10 **Precedence:** If there is any conflict or difference between the documents forming this Contract (as stated in the Contract Details section) then the order of precedence is:
 - 1. a Variation
 - 2. Schedule 1
 - 3. any Attachment to Schedule 1, and
 - 4. Schedule 2.

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Definitions

When used in this Contract the following terms have the meaning beside them:

Attachment Any supplementary document named in Schedule 1 as an Attachment to this Contract.

Approved Personnel A person who is engaged by the Supplier to deliver the Services and is named in Schedule 1.

Business Day A day when most businesses are open for business in New Zealand. It excludes Saturday, Sunday, and public holidays. A Business Day starts at 8.30am and ends at 5pm.

Buyer The Buyer is the entity named as the Buyer in the Contract Details section.

Charges The total amount payable by the Buyer to the Supplier as stated in Schedule 1, including Fees and any Expenses and Daily Allowances.

Confidential Information Information, including data and personal information, that:

- is by its nature confidential
- is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence'
- is provided by either Party or a third party 'in confidence', or
- either Party knows or ought to know is confidential.

Conflict of Interest A Conflict of Interest arises if a Party or its Personnel's personal or business interests or obligations do or could conflict or be perceived to conflict with its obligations under this Contract, such that the Party's or its Personnel's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:

- actual: where the conflict currently exists
- potential: where the conflict is about to happen or could happen, or
- perceived: where other people may reasonably think that a person is compromised.

Contract The legal agreement between the Buyer and the Supplier that comprises the Contract Details section, Schedule 1, this Schedule 2 and any other Schedule, and any Variation and Attachment.

Contract Manager The person named in Schedule 1 as the Contract Manager.

Daily Allowance An allowance to cover accommodation, meals and incidentals for the Supplier's Personnel if they are required in order to deliver the Services or to travel overnight away from their normal place of business, as agreed in Schedule 1.

Daily Fee Rate A fee payable for each day spent in the delivery of Services. A day is a minimum of 8 working hours.

Deliverables An output resulting from the delivery of the Services as stated in Schedule 1. A Deliverable may be a document, a piece of equipment, goods or information or data stored by any means.

End Date The earlier of the date this Contract is due to end as stated in Schedule 1, as may be extended under clause 1.3, and the date of termination as set out in a Notice of termination, or any other date agreed between the Parties as the date the Contract is to end.

Expenses Any actual and reasonable out-of-pocket costs incurred by the Supplier in the delivery of the Services and agreed to in Schedule 1.

Extraordinary Event An event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care.

Document 8

Fees The amount payable to the Supplier for the time spent in delivery of the Services calculated on the basis stated in Schedule 1, excluding any Expenses and Daily Allowances.

GST The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.

HSW Act means the Health and Safety at Work Act 2015.

Hourly Fee Rate A Fee payable for each hour spent delivering the Services.

Intellectual Property Rights All industrial and intellectual property rights whether conferred by statute, at common law or in equity, including, but not limited to copyright, trademarks, designs and patents.

Milestone A phase or stage in the delivery of Services resulting in a measurable output. Payment of Fees is usually due on the satisfactory delivery of a Milestone.

New Intellectual Property Rights Intellectual Property Rights developed under this Contract or in the performance of the Services.

Notice A communication from one Party to the other that meets the requirements of clause 14.

Party The Buyer or the Supplier, and together they are the **Parties**.

Personal Information has the meaning given to that term in the Privacy Act.

Personnel All individuals engaged by either Party in relation to this Contract or the delivery of Services. Examples include: the owner of the business, its directors, employees, Subcontractors, agents, external consultants and co-opted or seconded staff.

Pre-existing Intellectual Property Rights Intellectual Property Rights developed before the date of, or independently from, this Contract.

Privacy Act means the Privacy Act 2020 and includes any codes or regulations issued under that Act.

Privacy Breach means any:

- unauthorised or accidental access to or use of, or disclosure, alteration, loss, or destruction of any Personal Information; and
- any action that prevents any Buyer from accessing Personal Information on either a temporary or permanent basis,

whether or not:

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

Protective Security Incident A security incident that is:

- a breach of protective security policy or procedures
- an approach from anybody seeking unauthorised access to officials or official information, or
- any other event that harms, or may harm, the security of the Buyer and/or the Buyer's Confidential Information.

Records All information and data necessary for the management of this Contract and the delivery of Services. Records include, but are not limited to, reports, invoices, letters, emails, notes of meetings, photographs and other media recordings. Records can be hard copies or soft copies stored electronically.

Services All work, tasks and Deliverables, including those stated in Schedule 1, that the Supplier must perform and deliver under this Contract.

Schedule An attachment to this Contract with the title 'Schedule'.



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Start Date The date when this Contract starts as stated in Schedule 1.

Subcontractor A person, business, company or organisation contracted by the Supplier to deliver or perform part of the Supplier's obligations under this Contract.

Supplier The person, business, company or organisation named as the Supplier in in the Contract Details section.

PROVIDER QUALITY SPECIFICATIONS

INTRODUCTION

1 Relationship Principles

- 1.1 The following values will guide us in all our dealings with each other under the Contract:
 - a) integrity we will act towards each other honestly and in good faith;
 - good communication we will listen, talk and engage with each other openly and promptly including clear and timely written communication;
 - enablement we will seek to enable each other to meet our respective objectives and commitments to achieve positive outcomes for communities and consumers of health and disability services;
 - trust and co-operation we will work in a co-operative and constructive manner recognising each other's viewpoints and respecting each other's differences;
 - e) accountability we will each recognise the accountabilities that each of us have to our respective and mutual clients and stakeholder;
 - f) innovation we will encourage new approaches and creative solutions to achieve positive outcomes for communities and consumers of health and disability services; and
 - g) quality improvement we will work co-operatively with each other to achieve quality health and disability services with positive outcomes for consumers.

2 Quality of Service

2.1 These Provider Quality Specifications define the quality of service which consumers and populations served under the terms of this Contract will receive.

3 Health and Disability Services Standard

3.1 The Ngā Paerewa Health and Disability Services Standard (NZS 8134:2021) provides the foundation for describing best practice and fostering continuous improvement in the quality of health and disability services. It sets out the rights of people and ensures service providers know their responsibilities for safe outcomes. You and all providers are required to comply with Ngā Paerewa to the extent it is applicable to the Services.

4 Provider Quality Specifications (PQS)

4.1 All providers are required to meet these Provider Quality Specifications (PQS). The PQS have been developed to ensure a common basis for quality among providers of similar services nationally. They focus on key processes and outcomes. The PQS apply to all Services provided under the terms of this Contract.

5 Auditing and Reporting

5.1 We may, at any time, audit the Services against the Ngā Paerewa Health and Disability Services Standard (NZS 8134:2021) or against a PQS by asking you or a subcontracted Provider to demonstrate compliance with it. This is part of the Provider Quality Improvement Strategy, which may include regular, random and risk-based auditing of services. The PQS are not, at present, subject to regular reporting. You are, however, invited to raise with us at any time any concerns you have about your ability to meet these PQS so corrective processes can be put in place.

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PROVIDER QUALITY SPECIFICATIONS

PQS Apply to All Services 6

- 6.1 You will deliver all Services covered in this Contract according to these PQS. You will implement these requirements in a manner that is appropriate for your Organisation and the Services, taking into account:
 - a) requirements of Government Māori Health Policy and Strategies,
 - b) identified needs of consumers, carers and families,
 - c) service goals and objectives,
 - d) parameters of activities,
 - e) management of risks,
 - any good practice guidelines endorsed by the Ministry of Health,
 - professional standards and codes relevant to the Services.

7 Written Policy, Procedures, Programme, Protocol, Guideline, Information, System or Plan

- 7.1 Where, to meet a standard in Ngā Paerewa Health and Disability Services Standard (NZS 8134:2021) or a PQS, you need to develop a written policy, procedure, programme, protocol, guideline, information, system or plan etc, you will:
 - a) Develop such a document,
 - b) Demonstrate systems for reviewing and updating all such documents regularly and as required by current performance or risks,
 - Demonstrate implementation, through documentation supported as requested through interviews with staff, consumers, and Māori,
 - Demonstrate that staff are adequately informed of the content and the intent of these written documents,
 - e) Provide us with a copy on request.

All Staff Informed 8

You will ensure that your employees and sub-contractor Providers are aware of your and 8.1 their responsibilities for these PQS and relevant Service Specifications as they relate to the Services.

Requirements for Māori 9

- 9.1 Requirements for Māori are specified here and elsewhere in this Contract
- 9.2 Your Services will meet the diverse needs of Māori and will apply any relevant strategy for Māori Health issued by the Minister.

10 Māori Participation

10.1 Māori participation will be integrated at all levels of strategic and service planning, development and implementation within your organisation at governance, management and service delivery levels.

This will include:

- a) consultation with, and involvement of, Māori¹ in your strategic, operational and service processes.
- b) development of a monitoring strategy in partnership with Māori that reviews and

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¹ Reference to "Māori" includes the development of a relationship with local tangata whenua and if appropriate, regional tangata whenua, Māori staff, Māori providers, and Māori community organisations to achieve the required Māori input.

evaluates whether Māori needs are being met by your organisation, including:

- i. removal of barriers to accessing your services;
- ii. facilitation of the involvement of whanau and others;
- iii. integration of Māori values and beliefs, and cultural practices;
- iv. availability of Māori staff to reflect the consumer population;
- v. existence, knowledge and use of referral protocols with Māori service providers in your locality.
- c) education and training of staff in Māori values and beliefs and cultural practices, and in the requirements of any Māori Health Strategy,
- d) support and development of a Māori workforce.

QUALITY MANAGEMENT

You are required to develop, document, implement and evaluate a transparent system for managing and improving the quality of Services to achieve the best outcomes for consumers.

11 Quality Plan

- 11.1 You will have a written, implemented and at least annually reviewed Quality Plan designed to improve outcomes for consumers. This plan may be integrated into your business plan. It will describe how you manage the risks associated with the provision of the Services. The plan will outline a clear quality strategy and will identify the organisational arrangements to implement it. The plan will be of a size and scope appropriate to the size of the Services, and will at least include:
 - a) an explicit quality philosophy,
 - b) clear quality objectives,
 - c) commitment to meeting these and any other relevant Quality Specification and Standards, and guidelines for good practice as appropriate,
 - d) quality improvement systems,
 - e) written and implemented systems for monitoring and auditing compliance with your contractual requirements,
 - f) designated organisational and staff responsibilities,
 - g) processes for and evidence of consumer input into services and into development of the Quality Plan,
 - h) processes for sound financial management,
 - i) how you will address Māori issues including recognition of:
 - Māori participation with Strategic, Governance, Management and Service Delivery planning, implementation and review functions,
 - ii. Māori as a Government Health Gain priority area,
 - iii. the Pathways set out in any Māori Health Strategy issued by the Minister,
 - iv. Māori specific quality specifications,
 - v. Māori specific monitoring requirements,
 - vi. Māori service specific requirements.

12 Professional Development and Performance Management

- 12.1 You will ensure that Providers will ensure continuing education is made available to staff to support maintenance of professional registration and enhancement of service delivery and clinical practice, to ensure practice is safe and reflects knowledge of recent developments in service delivery.
- 12.2 You will have in place a system of performance management for any issues that arise.

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13 Clinical Audit

You will have in place clinical audit/peer review processes that incorporate input from relevant health professionals from all services.

14 Access

14.1 All eligible people will have fair, reasonable and timely access to effective Services within the terms of this Contract. You will define and apply criteria for providing services, including any priority or eligibility criteria agreed between us. You will manage access to Services within available resources and according to those criteria. You will maintain records of people who receive Services and those who do not, and the criteria by which these decisions are made.

15 Service Information

- 15.1 Potential and current consumers, and referrers, will have access to appropriately presented information in order for eligible people to access your services. This will include at least:
 - a) the services you offer,
 - b) the location of those services,
 - c) the hours the service is available,
 - d) how to access the service (e.g. whether a referral is required),
 - e) consumer rights and responsibilities including copy of H&DC Code of Rights, and Complaints Procedure,
 - f) availability of cultural support,
 - g) after hours or emergency contact if necessary or appropriate,
 - h) any other important information in order for people to access your services.

This information will be presented in a manner appropriate to the communication needs of consumers and communities.

16 Support for Māori

You will facilitate support from whanau/hapu/iwi; kuia/kaumatua; rongoa practitioners; spiritual advisors; Māori staff and others as appropriate for Māori accessing the Services.

ACCEPTABILITY

17 Consumer Rights

- 17.1 Each consumer will receive the Services in a manner that complies with the Health and Disability Commissioner Act 1994, and with all aspects of the Health and Disability Commissioner (Code of Health and Disability Services Consumers' Rights) Regulations 1996 (H&DC Code). This will include provision for the:
 - a) right to be treated with respect for person, privacy and culture,
 - b) freedom from discrimination, coercion, harassment, and exploitation,
 - c) right to dignity and independence,
 - d) right to services of an appropriate standard including legal, professional, ethical,
 - e) right to effective communication,
 - f) right to be fully informed,
 - g) right to make an informed choice and give informed consent,
 - h) right to support person present,
 - i) rights in respect of teaching or research,
 - i) right to complain.

You will make available and known to consumers and visitors to the service the Code of Health and Disability Services Consumers' Rights. You will ensure staff are familiar with and observe their obligations under this Code.

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18 Confidentiality

- 18.1 You will disclose information about consumers to any third party only:
 - a) with the person's informed consent or,
 - b) in accordance with the Health Information Privacy Code,
 - c) to assist in effective service provision and achieving positive outcomes for the consumer.

19 Cultural Values

- 19.1 Your subcontracted Providers will deliver the Services in a culturally appropriate and competent manner, ensuring that the integrity of each consumer's culture is acknowledged and respected. You will take account of the particular needs within the community served in order that there are no barriers to access or communication, and that your services are safe for all people. You will include significant local or service specific ethnic and other cultural groups in assessing satisfaction with services.
- 19.2 You will incorporate Māori principles/tikanga into your organisation. These may be explained in the following ways:

Wairua	Spirit or spirituality	A recognition that the Māori view of spirituality is inextricably related to the wellbeing of the Māori consumer
Aroha	Compassionate love	The unconditional acceptance which is the heart of care and support
Turangawaewae	A place to stand	The place the person calls home, where their origins are. Must be identified for all Māori consumers
Whanaungatanga	The extended family	Which takes responsibility for its members and must be informed of where its member is
Tapu/Noa	Sacred/profane	The recognition of the cultural means of social control envisaged in tapu and noa including its implications for practices in working with Māori consumers
Mana	Authority, standing	Service must recognise the mana of Māori consumers
Manaaki	To care for and show respect to	Services show respect for Māori values; traditions and aspirations
Kawa	Protocol of the marae, land, iwi	Determines how things are done in various circumstances. Respect for kawa is very important. If the kawa is not known the tangata whenua should be consulted.

20 Consumer Advocates

20.1 You will inform consumers and staff, in a manner appropriate to their communication needs, of their right to have an advocate, including to support the resolution of any complaint. You will allow advocates reasonable access to facilities, consumers, employees and information to enable them to carry out their role as an advocate. You will know of and be able to facilitate access to a Māori advocate for consumers who require this service.

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21 Consumer/Family/Whanau and Referrer Input

21.1 You will regularly offer consumers/families/whanau and referrers the opportunity to provide feedback as a means of improving the outcomes for consumers. When you obtain feedback from consumers by means of written surveys, you will comply with the Ministry of Health Guidelines for Consumer Surveys. Consumer input will be reflected in the maintenance and improvement of quality of service, both for the individual consumer and across the Services as a whole. You will actively seek feedback from Māori by appropriate methods to improve organisation responsiveness to Māori. When requested you will make available to us the results of such surveys.

22 Community Involvement

You will have in place and follow active processes for consulting with the local community in matters affecting them such as service location and building programmes.

23 Complaints Procedure

- 23.1 You will enable consumers/families/whanau and other people to make complaints through a written and implemented procedure for the identification and management of Complaints. This procedure will meet the H&DC Code requirements and will also ensure that:
 - a) the complaints procedure itself is made known to and easily understandable by consumers,
 - b) all parties have the right to be heard,
 - c) the person handling the complaint is impartial and acts fairly,
 - d) complaints are handled at the level appropriate to the complexity or gravity of the complaint,
 - e) any corrective action required following a complaint is undertaken,
 - f) it sets out the various complaints bodies to whom complaints may be made and the process for doing so. Consumers will further be advised of their right to direct their complaint to the H&D Commissioner and any other relevant complaints body, particularly in the event of non-resolution of a complaint,
 - g) complaints are handled sensitively with due consideration of cultural or other values,
 - h) Māori consumers and their whanau will have access to a Māori advocate to support them during the complaints process,
 - i) consumers who complain, or on whose behalf families/whanau complain, shall continue to receive Services which meet all contractual requirements,
 - j) complaints are regularly monitored by the management of the service and trends identified in order to improve service delivery,
 - k) it is consistent with any complaints policy as we may notify from time to time.

24 Personnel Identification

24.1 Employees, volunteers, students or sub-contractors undertaking or observing service delivery will identify themselves to all consumers and family/whanau.

25 Ethical Review

25.1 If you conduct research and innovative procedures or treatments you will have written and implemented policies and procedures for seeking ethical review and advice from a Health and Disability Ethics Committee in accordance with the current "National Standard for Ethics Committees" (or any replacement publication). You will consult with and receive approval from Māori for any research or innovative procedures or treatments which will impact on Māori.

SAFETY AND EFFICIENCY

26 General Safety Obligation

26.1 You will protect consumers, visitors and staff from exposure to avoidable/preventable risk

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and harm.

27 Risk Management

- 27.1 You will have in place well developed processes for:
 - a) identifying key risks including risks to health and safety,
 - b) evaluating and prioritising those risks based on their severity, the effectiveness of any controls you have and the probability of occurrence,
 - c) dealing with those risks and where possible reducing them.

28 Security

28.1 You will safeguard consumers, employees and visitors from intrusion and associated risks.

29 Management of Internal Emergencies and External Disasters

29.1 You will have written, implemented and reviewed contingency management policies and procedures that minimise the adverse impact of internal emergencies and external or environmental disasters on your consumer, staff and visitors. The policies and procedures will include the processes for working with the organisations who have responsibility for coordinating internal and external (environmental) disaster services. These policies and procedures will be linked to your risk management processes.

30 Incident and Accident Management

- 30.1 You will safeguard consumers, staff and visitors from untoward risk arising from avoidable incidents, accidents and hazards. You will have written, implemented and reviewed incident, accident and hazard management policies and procedures which assist in managing safety and risk. These will include definitions of incidents and accidents and will clearly outline the responsibilities of all employees, including:
 - a) taking immediate action,
 - b reporting, monitoring and corrective action to minimise incidents, accidents and hazards, and improve safety,
 - c) debriefing and staff support as necessary.

31 Prevention of Abuse and/or Neglect

31.1 You will safeguard consumers, staff and visitors from abuse, including physical, mental, emotional, financial and sexual maltreatment or neglect. You will have written, implemented and reviewed policy and procedures on preventing, detecting and removing abuse and/or neglect. These will include definitions of abuse and neglect and will clearly outline the responsibilities of all staff who suspect actual or potential abuse, including immediate action, reporting, monitoring and corrective action. You will ensure that relevant employees are able to participate in family, inter-agency or court proceedings to address specific cases of abuse and neglect. These procedures will also include reference to the Complaints Procedure.

EFFECTIVENESS

32 Entry to Service

32.1 You will manage consumer entry to your service in a timely, equitable and efficient manner, to meet assessed need.

33 Plan of Care/Service Plan

- 33.1 Your providers will develop for each consumer a written, /or record of early intervention which:
 - a) is based on assessment of his/her individual needs, including cultural needs,
 - b) includes consultation with the consumer, and,
 - c) where appropriate, and with the consent of the consumer, includes consultation with

ah

- the consumer's family/whanau and/or caregivers,
- d) contains detail appropriate to the impact of the service on the consumer,
- e) facilitates the achievement of appropriate outcomes as defined with the consumer,
- f) includes plans for discharge/transfer,
- g) provides for referral to and co-ordination with other medical services and links with community, iwi, Māori and other services as necessary.

34 Service Provision

34.1 You will deliver to consumers services that meet their individual assessed needs, reflect current good practice, and are co-ordinated to minimise potentially harmful breaks in provision.

35 Planning Discharge from the Service or Transfer between Services

- 35.1 You will collaborate with other services to ensure consumers access all necessary services. When a consumer is transferred or discharged from your services and accesses other appropriate services they will do so without avoidable delay or interruption. You will have written, implemented and reviewed policies and procedures for planning discharge/exit/transfer from your services. These will facilitate appropriate outcomes as defined with the consumer. The policies and procedures will include:
 - a) defined employees' responsibilities for discharge planning,
 - b) incorporating discharge planning into the consumer's plan of care/service plan, where appropriate from or before admission,
 - c) full involvement of the consumer in planning discharge,
 - d) involvement of family/whanau, including advising them of discharge, as appropriate,
 - e) assessment and management of any risks associated with the discharge,
 - f) informing the consumer on their condition, possible future course of this, any risks, emergency contacts, and how to access future treatment, care or support services,
 - g) where appropriate involving the original referrer and the health professional having ongoing responsibility for the consumer in planning discharge and informing them of confirmed discharge arrangements.
 - h) a process for monitoring that discharge planning does take place, which includes assessment of the effectiveness of the discharge planning programme.

36 Where Services are Declined

- 36.1 You will have written and implemented policies and procedures to manage the immediate safety of the consumer for whom entry to the service is declined and, where necessary the safety of their immediate family/whanau and the wider community. These include:
 - a) applying agreed criteria for providing services,
 - b) ensuring all diagnostic steps have been taken to identify serious problems which may require your service,
 - c) advising the consumer and/or their family/whanau of appropriate alternative services.
 - d) where appropriate advising the family/whanau or other current services that you have declined service.
 - e) recording that entry has been declined, giving reasons and other relevant information,
 - f) having in place processes for providing this information to us.

37 Death/Tangihanga

37.1 You will have written and implemented policies and procedures to follow in the event of a

All



death including:

- a) immediate action including first aid, calling appropriate emergency services,
- b) appropriate and culturally sensitive procedures for notification of next of kin,
- c) any necessary certification and documentation including notifying us or the Ministry of Health if required in the Service Specifications,
- d) appropriate and culturally competent arrangements, particularly to meet the special needs of Māori, are taken into account in the care of the deceased, until responsibility is accepted by the family or a duly authorised person.

38 Health Education, Disease Prevention and Health Advice/Counselling

You will incorporate within your services, where appropriate, an emphasis on health education, disease prevention and health advice/counselling.

FACILITIES

39 Accessible

39.1 Your providers will support consumers in accessing your services and will make specific provision for consumers with a mobility, sensory or communication disability available and known to the consumer.

40 Facilities, Maintained

40.1 Your providers will provide services from safe, well-designed, well-equipped, hygienic and well-maintained premises.



Minister for Mental Health Weekly Report

Week commencing 8 July 2024 prepared on 3 July 2024

Version 2





2 Update on Gumboot Friday implementation

This item updates you on the Ministry's progress in contracting the I Am Hope Foundation for the delivery of free mental health counselling services for young people.

Finalisation of contract

Following constructive negotiation discussions, the Ministry and I Am Hope Foundation have both signed a contract, effective from 1 July 2024, for delivery of services through the Gumboot Friday initiative. The contract has a value of \$6 million per year with an initial term of one year plus the right of renewal for an additional three years. This will allow an opportunity to revisit and confirm or adjust the service specifications if needed.

Health NZ and the Ministry will co-manage the contract for the first six months. After this period, contract management will be handed over to Health NZ as the Ministry's agent (reflecting its contracting capacity and expertise), with the Ministry managing financial payments as the contracting party and funding holder.

The Ministry paid an initial up-front payment of \$500,000 to the I Am Hope Foundation in the first week of July 2024 to enable immediate service delivery under the contract to begin.

The service package model outlined in the contract is based on two brief early intervention sessions, with the goal of addressing small issues before they escalate into more significant problems or suicidal thoughts. Access to the service is through an online platform, which young people designed, ensuring their needs are prioritised. Young people can access additional sessions for complex issues if required, or while waiting for a referral to another agency.

With the signing of the contract and the initial up-front payment, the Gumboot Friday initiative is now able to start adding additional counsellors to its platform to provide an increased number of counselling sessions. There are currently 1,859 sessions booked for the month of July 2024.

Initial focus areas

We understand the initial focus areas for Gumboot Friday will include:

- supporting the new Clinical Lead, Dr Madeleine Haerewa, Bachelor of Arts in psychology, post-graduate diploma in psychology, PhD, to engage and build relationships across the mental health and addiction sector
- implementing strengthened terms and conditions for counsellors including annual police vetting, and quality and safety standards
- delivering initial monthly reporting on high-level outputs (which will include information on numbers of young people seen, numbers of sessions, and new counsellors engaged), and summary reports every two months (which will include information on ages, ethnicity, and narrative summary of work and engagements) to the Ministry and Health NZ.

Next steps

We will keep you up to date on the progress of the implementation of this initiative via the Weekly Report.

Deputy Director-General Robyn Shearer, Deputy Director-General, Clinical, Community Mental Health – Te Pou Whakakaha, \$\frac{5}{9(2)(a)}\$

Communication and the second s

MEMORANDUM OF UNDERSTANDING (MOU)

Parties

1. The Ministry of Health (the Ministry) and Heath New Zealand |Te Whatu Ora (Health New Zealand).

Purpose

- This memorandum of understanding (MoU) relates to the roles and responsibilities of the Ministry and Health New Zealand with respect to the Government's I Am Hope Foundation/Gumboot Friday (the Provider) investment and associated contract (the Contract).
- 3. The provisions of this MoU are intended to:
 - 3.1. clarify the inter-relationship between the accountabilities of the Ministry and Health New Zealand in the areas of contract development and contract management for the Contract
 - 3.2. confirm that the Ministry of Health is the contracting party, and that Health New Zealand will act as an agent of the Ministry in the distribution of funding and administration of the Contract
 - 3.3. specify the nature of the agency and contract administration
 - 3.4. provide mechanisms to enable co-operation in the relevant areas.

Roles

- 4. The role of the Ministry is to lead and steward the health system to improve, promote and protect the health and wellbeing of New Zealanders through policy advice, regulation, and monitoring, amongst other core functions. The Ministry is the responsible entity for the Government's investment commitment with the Provider and the Contract.
- 5. The role of Health New Zealand is to lead the day-to-day operation of the public health system across New Zealand. Health New Zealand's functions, pursuant to section 14 of the Pae Ora (Healthy Futures) Act 2022, include providing or arranging for the provision of health services, and setting requirements and specifications for publicly funded services.
- 6. The Ministry has requested Health New Zealand act as its agent and assist in administering a contract engaging the Provider to deliver Services related to mental health.
- 7. Health New Zealand has considered the Ministry's request. The contracting of health services clearly falls within Health New Zealand's functions and is consistent with its

- objectives under the Pae Ora (Healthy Futures) Act 2022, and Health New Zealand has the capacity to offer the assistance requested. On that basis, Health New Zealand agrees to act on behalf of the Ministry as agent and implement any actions to administer the Contract on behalf of the Ministry. This includes performance monitoring of the Services against the requirements set out in the Contract.
- 8. The Ministry and Health New Zealand will coordinate and collaborate where necessary, and as specified within this MoU, to enable each entity to carry out their role effectively.

Responsibilities under this Memorandum of Understanding

Contract development negotiation process

- 9. The Ministry will undertake negotiations with the Provider to develop and agree a Contract for the Services.
- 10. Health New Zealand will nominate a representative to attend contract negotiations between the Ministry and the Provider for the purpose of advising on matters of administrative feasibility with respect to Health New Zealand's role as the Ministry's agent in administering the Contract.
- 11. The Ministry will prepare a draft contract based on the usual Health New Zealand contract templates, which contain key terms and conditions governing the use of public funding to fund non-government organisations. This includes, but is not limited to, terms requiring compliance with relevant laws including the Children's Act 2014, Privacy Act 2020 and Code of Health and Disability Services Consumers' Rights.

Parameters of Services

- 12. It is expected that the Provider will deliver Brief Intervention Counselling services for young people aged 5 to 25 years experiencing mild and moderate levels of mental distress/mental health and addiction concern. Further work will be needed to reflect the specific details to be included in the service description in the Contract.
- 13. The Contract will include monitoring and monthly and quarterly reporting requirements with clear key performance indicators. At a minimum, Provider reporting is expected to include information such as:
 - 13.1. Monthly funding utilised
 - 13.2. Number of young people seen and their key demographics and circumstances
 - 13.3. Number of activities (eg, sessions delivered)
 - 13.4. Workforce information and utilisation

- 13.5. Details of referrals to other services, including the name of the entity receiving the referral
- 13.6. Details of any complaints or incidents raised by and/or to the Provider or any other regulator (including but not limited the Health and Disability Commissioner or a professional body).

Process to develop Contract

- 14. Health New Zealand will provide a contract template to the Ministry.
- 15. The Ministry will negotiate service specifications, key performance requirements, and payment terms with the Provider.
- 16. Health New Zealand will advise on administrative feasibility of the Contract.
- 17. The Ministry will share a draft contract with Health New Zealand for the purpose of feedback on administrative feasibility, prior to finalisation and signing by the Ministry and Provider.
- 18. Health New Zealand will appoint a representative to be present alongside the Ministry in the negotiation process to advise on administrative feasibility issues.
- 19. The Ministry will be responsible for final approval of the negotiated contract terms. The Ministry will sign the Contract as the contracting party.

Administration and monitoring of the Contract

- 20. Acting as the Ministry's agent, Health New Zealand will be responsible for day-to-day administration of the Contract. This includes:
 - 20.1. monitoring of contract delivery against key performance indicators
 - 20.2. monitoring compliance with contract terms and conditions
 - 20.3. receipt and review of regular reporting specified in the Contract.
- 21. Health New Zealand will share monitoring reports, including the Provider's monthly and quarterly reporting, and its assessment of the Provider's reporting, with the Ministry on a monthly and quarterly basis.
- 22. Any key contract performance issues identified by Health New Zealand through routine monitoring and reporting will be raised quickly to the Ministry outside of monthly updates to ensure swift resolution. This would include issues or risks identified in reporting or in performance conversations with the Provider, especially around the safety of children and young people.

23. Regular quarterly reviews between the Ministry and Health New Zealand will take place on the status of the Contract to ensure any issues are identified quickly with a view to early resolution.

Contract variations and breaches

- 24. Health New Zealand will advise the Ministry of any requests for contract variation.
- 25. The Ministry will be responsible for any discussions or negotiations with the Provider regarding any contract variation, as well as any agreement to, and signing of contract variations.
- 26. Health New Zealand will advise on any administrative feasibility issues with respect to any contract variations.
- 27. Health New Zealand will notify the Ministry as soon as possible regarding any concerns of breach of contract by the Provider, or any claims by the Provider of breach of contract by Health New Zealand or the Ministry.
- 28. The Ministry will lead the response to any legal action, inquiries, or investigations in respect of the Contract or its administration and monitoring. Health New Zealand must provide all reasonable assistance to the Ministry.
- 29. If any legal proceedings, inquiries or investigations are commenced specifically in relation to the conduct of Health New Zealand or Health New Zealand is specifically named as a party, Health New Zealand must promptly notify the Ministry unless any legal restriction applies. The legal teams will collectively determine whether it remains appropriate for the Ministry to lead the response on a case-by-case basis.
- 30. Health New Zealand must not commence, or threaten to commence, legal action in relation to the Contract without the prior consent of the Ministry.

Contract wind-down or termination

- 31. It is expected with all government contracts, that that there will be termination clauses through mutual negotiation, failure to meet the expectations and obligations of the Contract, or for convenience by either party with six months' notice.
- 32. Health New Zealand will be responsible for providing the Ministry with any information relating to requests to terminate the Contract from either the Provider or Health New Zealand. The Ministry will be responsible for making final decisions with respect to a request to terminate the Contract but will consult with Health New Zealand when making a decision.

Responses to requests for information relating to the Contract

33. As the Contracting Party, the Ministry will be responsible for providing responses to Official Information Act requests, Parliamentary Questions, media queries, and other

- similar requests for information related to decisions about the contracting approach and decisions set out in the MoU (e.g. decisions on arrangements between the parties to the MoU, terms, renewal, termination, and/or litigation).
- 34. Health New Zealand will be responsible for providing responses to Official Information Act requests, Parliamentary Questions, media queries, and other similar requests for information related to operational matters of detail that are reported by the Provider through the monitoring and reporting requirements of the Contract. Health New Zealand will consult with the Ministry on responses prior to delivery to the requester.

Problem Resolution

- 35. All disputes and differences between the two parties in relation to the interpretation or performance of this MoU shall be settled in the first instance by the Director of Commissioning, Health New Zealand and the Deputy Director-General of Clinical, Community and Mental Health, Ministry of Health, and in the second instance by a forum mutually agreed to between the parties.
- 36. The parties must use reasonable endeavors to resolve any disputes or differences in relation to the interpretation or performance of this MoU within 21 working days.

Variation

37. This MoU can only be modified by a written agreement duly signed by persons authorised to sign agreements on behalf of the parties hereto.

Review

38. This MoU shall be reviewed annually or at such other time as may be agreed by the respective chief executives.

Term

39. This MoU will terminate on 30 June 2028, unless earlier terminated by either party through serving three months' notice in writing.

Effective Date

40. This agreement will come into force on 31 May 2024.

Confidentiality

41. Information that is exchanged shall be treated as confidential for use of the participating parties only and should not be released without prior written approval from the other party.

Financial Responsibilities

42. Each participating party will bear the costs it incurs in relation to this MoU.

Signed by the parties

Signed by Authorised Officer

Name ____ Dr Diana Sarfati

Ministry of Health

Signed by Authorised Officer

Name Margie Apa
Title Chief Executive

Health New Zealand Te Whatu Ora

Date 24/5/2024

Date 28 May 2024



Minister for Mental Health Weekly Report

Week commencing 19 August 2024 prepared on 14 August 2024



1 Mental health work programme weekly update

1.1 Gumboot Friday

This item updates you on your Gumboot Friday work programme priority.

On 9 August 2024, Gumboot Friday provided its first monthly sessions figures to the Ministry since the contract was signed, in line with contractual requirements and agreed invoicing processes. Gumboot Friday advised they delivered 2,559 sessions in July 2024.

Over 2024/25, Gumboot Friday will receive funding to deliver around 40,000 sessions (equating to 3,333 sessions per month if spread evenly) to support 15,000 young people. The first month's figures are in line with expectations as the service scales up.

Gumboot Friday has advised that in the next two weeks they will begin onboarding 150 counsellors currently on their workforce waiting list. They are in the process of interviewing contractors to verify the credentials of each counsellor before adding them to their delivery platform, in line with the contract requirements. They will then work through the rest of the onboarding process.

Next steps

The first bimonthly report from Gumboot Friday with details of the number of providers, outputs delivered, and referrals made, is due to the Ministry on 20 September 2024. We will use this report to then provide you with a more detailed update on progress.

Deputy Director-General	Robyn Shearer, Deputy Director-General, Clinical, Community and Mental Health – Te Pou Whakakaha, s 9(2)(a)
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Minister for Mental Health Weekly Report

Week commencing 16 September 2024 prepared on 11 September 2024



1 Mental health work programme weekly update

1.1 Gumboot Friday

This item updates you on your Gumboot Friday work programme priority.

On 9 August 2024, Gumboot Friday provided its first monthly sessions figures to the Ministry in line with contractual requirements and agreed invoicing processes. Gumboot Friday advised almost 2,560 sessions in July 2024.

On 5 September 2024, Gumboot Friday provided its monthly sessions figures for August 2024 to the Ministry, advising that they delivered around 2,800 sessions for the month to around 1,700 clients. Of these, around 690 clients had more than two sessions.

Gumboot Friday has also advised that they currently have 553 counsellors available on the Platform.

Over 2024/25, Gumboot Friday will receive funding to deliver around 40,000 sessions (equating to 3,333 sessions per month if spread evenly) and to support 15,000 young people. The first monthly figures are in line with expectations as the service scales up.

Geoff Short, Deputy Director-General, Clinical, Community and Mental Health, has an introductory meeting with I Am Hope representatives in Auckland on 13 September 2024.

Next steps

The first bimonthly report from Gumboot Friday with details on the number of providers, outputs delivered, and referrals made, is due to the Ministry on 20 September 2024. We will provide you with an update via the weekly report later in September 2024.

Deputy Director-General	Geoff Short, Deputy Director-General, Clinical, Community and Mental Health – Te Pou Whakakaha, s 9(2)(a)





Minister for Mental Health Weekly Report

Week commencing 7 October 2024 prepared on 2 October 2024





1.2 Update on first bi-monthly Gumboot Friday progress report

This item updates you on your Gumboot Friday work programme priority.

Background

Over 2024/25, Gumboot Friday will receive \$6 million to deliver 40,000 sessions (equating to 3,333 sessions per month if spread evenly) to support 15,000 young people. In the July and August 2024 period, Gumboot Friday delivered approximately 5,360 sessions.

Update

On 25 September 2024 the Ministry received the first bi-monthly Gumboot Friday report covering the July and August 2024 period, which provides a level of detail on the number of sessions delivered. Key updates from the report included:

- 3,377 young people were seen over the two-month period, with an average of 1.585 sessions per person
- the age breakdown of those seen was:

o 5-11 years: 897

o 12-17 years: 1,085

o 18-25 years: 1,395

the ethnicity breakdown of those seen was:

Māori: 432

o Pasifika: 104

o NZ European: 2,201

o Asian: 243

Other: 397

- average wait time was 7.3 days (7.78 in July and 6.91 in August)
- the number of people waiting more than five days was 236
- there were 1,791 exits across the over the two-month period, which also included those with extended inactivity
- Gumboot Friday is engaging with a range of providers (at both a national and community level) to support the alignment of services
- Gumboot Friday is working on a series of continuous improvement activities, such as updated policies relating to Performance management and a refreshed complaints policy.

Next steps

We will keep you informed of progress of the Gumboot Friday initiatives as we receive monthly data and bimonthly reports.

Deputy Director-General Geoff Short, Deputy Director-General, Clinical, Community and Mental Health – Te Pou Whakakaha, \$9(2)(a)
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2024/25 Estimates of Appropriation Key Messages – Minister Doocey

September 2024

Key initiatives and work programme items

Gumboot Friday / I am Hope Foundation

Key messages:

- The National and New Zealand First coalition agreement includes a commitment to fund the Gumboot Friday initiative \$6 million per annum for increased delivery of free mental health counselling services for youth people. On 22 May 2024 Government announced Budget 2024 included new funding to implement this commitment.
- I Am Hope Foundation is responsible for the Gumboot Friday initiative which supports young people ages 5–25 to access free
 mental health counselling services. The initiative provides for brief early intervention counselling services for young people, typically
 two sessions. However, the initiative is able to provide additional counselling sessions while the young person waits for referral to
 other services.
- All of the new funding delivered through Budget 2024 will go directly to providing more mental health counselling sessions for young people and will not be used for other costs incurred by I Am Hope Foundation.
- Prevention and early intervention are one of the priorities for the Mental Health portfolio and a critical part of improving outcomes the Gumboot Friday initiative helps youth with mild to moderate mental health needs to access counselling services earlier before
 mental health needs escalate to crisis and/or higher acuity. Earlier intervention such as this can ultimately reduce demand for
 specialist services.
- The contract was signed on 1 July 2024 with service delivery then beginning immediately.

Key statistics:

- The funding for this initiative will enable at least 15,000 young people to access free mental health counselling services through Gumboot Friday every year.
- In the first month of service delivery, July 2024, Gumboot Friday delivered 2,559 counselling sessions. This aligns with
 expectations for initial delivery as the initiative scales up.
- There has been a large increase in self-reported psychological distress among people aged 15–24, according to the New Zealand Health Survey. For children aged 0–14, there has been an increase in anxiety disorders and emotional/behavioural problems, both of which have roughly doubled from 2011/12 to 2021/22.
- Self-reported levels of unmet need for professional help for emotions, stress, mental health or substance use has increased from 4.9% of those 15 years and older in 2016/17 to 8.8% in 2021/22.
- Approximately 37% of youth 0–19 years old waited longer than 3 weeks for specialist mental health services in 2022/23.

Key issues/risks:	What is being done:		
Questions and concerns about the process used to contract directly with I Am Hope foundation without an open procurement process.	The government rules of procurement include an opt-out rule, which provides flexibility to how services can be sourced. This rule will be exercised to enter into a contract with I Am Hope Foundation in compliance with government rules of procurement.		
Concern about the qualifications and clinical safety of the providers delivering services through the Gumboot Friday initiative.	I Am Hope Foundation has set criteria for all counsellors, therapists and health professionals that provide services for Gumboot Friday to ensure that they are suitably qualified and registered with an appropriate body where police clearance criteria are met.		
Ministry contact: Kiri Richards, Associate Deputy Director-General, Mental Health and Addiction, Clinical Community & Mental Health - \$9(2)(a)			



441,427.50

TAX INVOICE

Ministry of Health Attention: Anna McNaughton 133 Molesworth Street PO Box 5013 Wellington 6011 NEW ZEALAND Invoice Date 31 Jul 2024

Invoice Number INV-1193

Reference MOH

s 9(2)(ba)(i)

I Am Hope Foundation PO Box 10271 Mt Eden Auckland 1024 Charity Registration

Number: CC4260

Description	Quantity	Unit Price	Amount NZD
July for Counselling Services For Gumboot Friday \$150 per session for 2559 sessions	2559.00	150.00	383,850.00
	OF	Subtotal	383,850.00
	TOTAL	_ GST 15%	57,577.50

Due Date: 1 Aug 2024

Please deposit funds to the following account:

s 9(2)(ba)(i)

PAYMENT ADVICE

To: I Am Hope Foundation PO Box 10271 Mt Eden Auckland 1024

Charity Registration Number: CC4260

Customer Ministry of Health
Invoice Number INV-1193

Amount Due 441,427.50

Due Date 1 Aug 2024

Amount Enclosed

TOTAL NZD



TAX INVOICE

Ministry of Health

Attention: Anna McNaughton 133 Molesworth Street PO Box 5013 Wellington 6011 NEW ZEALAND Invoice Date 31 Aug 2024

Invoice Number INV-1243

Reference MOH

s 9(2)(ba)(i)

I Am Hope Foundation PO Box 10271 Mt Eden Auckland 1024 Charity Registration

Number: CC4260

Description	Quantity	Unit Price	Amount NZD
August 2024 Counselling Services For Gumboot Friday -\$150 per session for 2827 sessions -Practitioners on Platform Aug: 553	2827.00	150.00	424,050.00
-Clients seen: 1734	OF		
-Average Number sessions per client: 1.62			
-Service Exits: 1228			
-Service Exits with more than 2			
Sessions: 690			
		Subtotal	424,050.00

TOTAL NZD	497 GE7 E0
TOTAL GST 15%	63,607.50
Subtotal	424,050.00

TOTAL NZD 487,657.50

Due Date: 5 Sep 2024

Please deposit funds to the following account:

s 9(2)(ba)(i)

PAYMENT ADVICE

To: I Am Hope Foundation PO Box 10271 Mt Eden

Auckland 1024

Charity Registration Number: CC4260

Customer Ministry of Health	
Invoice Number	INV-1243
Amount Due	487,657.50
Due Date	5 Sep 2024
Amount Enclosed	



TAX INVOICE

Ministry of Health

Attention: Anna McNaughton 133 Molesworth Street PO Box 5013 Wellington 6011 **NEW ZEALAND**

Invoice Date 30 Sep 2024

PO Box 10271 Mt Eden

I Am Hope Foundation

Invoice Number INV-1261

Auckland 1024 **Charity Registration**

Reference NDE_MOH-00000092-PO Number: CC4260

s 9(2)(ba)(i)

Description	Quantity	Unit Price	Amount NZD
September 2024 Counselling Services For Gumboot Friday	2519.00	150.00	377,850.00

-\$150 per session for 2519 sessions

-Practitioners on Platform Aug: 569

-Clients seen: 1692

-Average Number sessions per

client: 1.54

-Service Exits: 886

-Service Exits with more than 2

Sessions: 316

 TOTAL NZD	434,527.50
TOTAL GST 15%	56,677.50
Subtotal	377,850.00

Due Date: 4 Oct 2024

Please deposit funds to the following account:

s 9(2)(ba)(i)

PAYMENT ADVICE

To: I Am Hope Foundation PO Box 10271 Mt Eden

Auckland 1024

Charity Registration Number: CC4260

Customer Ministry of Health INV-1261 **Invoice Number Amount Due** 434,527.50 **Due Date** 4 Oct 2024 **Amount Enclosed**



452,122.50

TAX INVOICE

Ministry of Health

Attention: Anna McNaughton 133 Molesworth Street PO Box 5013 Wellington 6011 **NEW ZEALAND**

Invoice Date

5 Nov 2024

Invoice Number INV-1290

Reference

NDE_MOH-00000092-PO Number: CC4260

I Am Hope Foundation

PO Box 10271

Mt Eden Auckland 1024

Charity Registration

s 9(2)(ba)(i)

Description	Quantity Unit Price	Amount NZD
October 2024 Counselling Services For Gumboot Friday	2621.00 150.00	393,150.00
-\$150 per session for 2518 sessions		
-Practitioners on Platform Aug: 569	2	
-Clients seen: 1632	,0)	
-Average Number sessions per		
client: 1.54	. 6	
-Service Exits: 1057		
-Service Exits with more than 2		
Sessions: 384	Y	
	Subtotal	393,150.00
OK.	TOTAL GST 15%	58,972.50

Due Date: 12 Nov 2024

Please deposit funds to the following account:

s 9(2)(ba)(i)

PAYMENT ADVICE

To: I Am Hope Foundation PO Box 10271 Mt Eden Auckland 1024

Charity Registration Number: CC4260

Customer Ministry of Health **Invoice Number** INV-1290 **Amount Due** 452,122.50 **Due Date** 12 Nov 2024 **Amount Enclosed**

TOTAL NZD



GBF July and August

Summary of service user feedback including:

- Number of people seen
 - o 1,643 (Jul) + 1,734 (Aug) = 3,377 people seen
- Number of people exiting with more than two sessions
 - 359 (Jul) + 320 (Aug) = 679 exiting (with extended inactivity*)
- Average number of sessions per person
 - o 1.55 (Jul) & 1.62 (Aug) = 1.585 sessions monthly
- Number of new people seen by ethnic group (Māori; Pasifika; NZ European; Asian; another ethnicity)**
 - o Māori: 209 (Jul) + 223 (Aug) = 432
 - o Pasifika: 50 (Jul) + 54 (Aug) = 104
 - NZ European: 1,069 (Jul) + 1,132 (Aug) = 2,201
 - o Asian: 119 (Jul) + 124 (Aug) = 243
 - Another Ethnicity: 196 (Jul) + 201 (Aug) = 397
- Number of new people seen by age group (5-11; 12-17; 18-25)**
 - o 5-11: 421 (Jul) + 476 (Aug) = 897
 - o 12-17: 539 (Jul) + 546 (Aug)= 1,085
 - 18-25: 683 (Jul) + 712 (Aug) = 1,395
- Average wait time
 - 7.78 (Jul) & 6.91 (Aug) = 7.3 days average (via help site***)
- Number of people waiting more than five days
 - 123 (Jul) + 113 (Aug) = 236 (via help site***)
- Number of service exits
 - 917 (Jul) + 874 (Aug) = 1,791 exiting (with extended inactivity*)

Summary of:

- Engagement with local communities
 - We have begun discussions with a local community provider in Waitako, and will be engaging with more community stakeholders soon.



- Quality initiatives
 - Multiple policies have been drafted, including Performance Management and a refreshed complaints policy. Work on the required Quality Plan is underway.
 Coordinating with Jeoff Short to ensure fulfillment.
- Risk management issues including mitigation strategies
 - See above. Additionally, Platform update highlights any atypical platform use which is promptly acted on.
- Linkages with other services including other primary and secondary mental health and addiction services
 - Had a discussion with Asian Family Services regarding giving GBF practitioners a referral pathway for Asian clients who require additional support.
- Any other issues
 - o N/A

Footnotes:

- * Service exits are defined as clients who have not had any sessions for a continuous period of **four weeks** (28 days). This is calculated based on a gap of four weeks or more between their last session and the current date.
- ** The counts for *number of people by ethnic group* and *age group* are based on **all clients** who had at least one session during the target month, regardless of whether it was their first session.
- *** The average wait time and the number of people waiting over five days are calculated only for clients who had their **first-ever session** during the target month and originate via the **help website**. Clients who come directly to practitioners are not included in the wait time calculation, as there is no initial outreach event to measure from.

Bi-monthly Reporting Gumboot Friday Funding

Gumboot Friday Funding	
Name	I am Hope
Period	Sept- Oct 2024
Lead Contact Name	
Outputs	Data and Narrative
Number of people seen	3339
Number of people exiting with	700 Multi-session Service Exits*
more than two sessions	
Average number of sessions	1.55
per person	
Number of new people seen by	
ethnic group (Māori; Pasifika;	Māori*
NZ European; Asian; another	86
ethnicity)	Pasifika*
	2214 N7 European*
	NZ European* 221
	Asian*
	371
	Another Ethnicity*
Number of new people seen by	
age group (5-11; 12-17; 18-25)	5-11
	1128
	12-17
	1350
	18-25
	4
Average wait time	6.53
Number of people waiting	214
more than five days	4040.0
Number of service exits	1943 Service Exits*
Narrative Summary – high level na	arrative reporting
	Engaging with Te Rau Ora on how we can work together in
communities	particular in relation to Treaty Principles.
Quality initiatives	We have partnered with CVCheck to conduct our Children's
4X	Worker Safety Checks for oncoming providers. This now allows
	us to safety and quickly onboard providers.
	Multiple policies have been drafted:
	1. Clinical Auditing Delieur
	Clinical Auditing Policy Decline of Services Policy
	Decline of Services Policy Planned Discharge Policy
	Planned Discharge Policy Consent Policy
	·
	5. Performance Management Policy
	We are coordinating with our lawyers to turn these into a
	practitioner policy handbook, alongside developing a new
	Practitioner policy handbook, alongside developing a new

	practitioner agreement that aligns with our contractual obligations.
Risk management issues including mitigation strategies	As above, working with lawyers to create new agreement and policy handbook that ensures practitioners understand and act towards expectations along with quality plan.
Linkages with other services including other primary and secondary mental health and addiction services	Had a discussion with Asian Family Services regarding giving GBF practitioners a referral pathway for Asian clients who require additional support.
	Additionally, connected with HELP Auckland regarding their trauma and crisis services. Another potential pathway for GBF clients to receive additional care.
Any other issues	ACC Issue We had a situation where a complex ACC client reached out for support on the Gumboot Friday platform. Gumboot Friday is dedicated to providing accessible mental health support for young people; however, the platform is not currently equipped to handle the specialised needs of ACC Sensitive Claims clients seeking psychologist services. Sensitive Claims often require a higher level of clinical expertise, including trauma-focused therapies and complex care coordination, which fall outside the scope of the general counselling and therapy services we offer. To ensure these clients receive the appropriate care, we would like to establish a clear referral pathway to ACC-accredited psychologists or other suitable services, ensuring these individuals are not left without the critical support they need.
-ELEASED UNDE	<u>Positive Feedback</u> We wanted to take the opportunity to a couple of the positive messages we have received from practitioners recently as a result of our platform updates:
RELEIA	"Mōrena Gumboot Friday crew I am emailing to say thank you for the recent changes to your website.
	I particularly find the 'sessions needing updating' and the 'upcoming sessions' sections helpful for me to know where things are at with my GBF clients. I appreciate the work that has gone into updating the website and value the time and effort behind the scenes that goes into making the GBF platform flow so well."
	- Practitioner, 18 th September

"HI

I want to say how fantastic the new updates to the therapist page are. It is very clear and easy to follow. It has made today super easy to work with.

Thank you so much"

Practitioner, 3rd September 2024

Footnotes:

- * Service exits are defined as clients who have not had any sessions for a continuous period of **four weeks** (28 days). This is calculated based on a gap of four weeks or more between their last session and the current date.
- ** The counts for *number of people by ethnic group* and *age group* are based on **all clients** who had at least one session during the target month, regardless of whether it was their first session.
- *** The average wait time and the number of people waiting over five days are calculated only for clients who had their first-ever session during the target month and originate via the help website. Clients who come directly to practitioners are not included in the wait time calculation, as there is no initial outreach event to measure from.