



26 June 2020



Dear 

Thank you for your email of 28 May 2020 to the Ministry of Education requesting the following information:

- *“..a copy of the first signs contract between Deaf Aotearoa and the Ministry of education.”*

Your request has been considered under the Official Information Act 1982 (the Act).

I am releasing the contract to you as **Appendix A** to this response. Some information has been withheld under section 9(2)(a) of the Act to protect the privacy of natural persons.

As required under section 9(1) of the Act, I have identified no public interest considerations sufficient to outweigh the need to withhold this information.

Please note, the Ministry now proactively publishes OIA responses on our website. As such, we may publish this response on our website after five working days. Your name and contact details will be removed.

Thank you again for your email. You have the right to ask an Ombudsman to review this decision. You can do this by writing to [info@ombudsman.parliament.nz](mailto:info@ombudsman.parliament.nz) or Office of the Ombudsman, PO Box 10152, Wellington 6143.

Yours sincerely



Katrina Casey  
**Deputy Secretary**  
**Sector Enablement and Support**

## Outcome Agreement (Bilateral)

Ministry of Education

and

Deaf Aotearoa Holdings Limited

Contract Name	Services to support the New Zealand Sign Language (NZSL) Work Programme: delivery of the First Signs Service	
Contract Number (if relevant)	Ariba Contract ID CW24937 EOE #2 SES1561	
Commencement Date	1 July 2018	
Term (including any rights of renewal)	Three Years	
Expiry Date	30 June 2021	
Annual contract value (excluding GST)	1 July 2018 to 30 June 2019	\$1,202,000
	1 July 2019 to 30 June 2020	\$1,202,000
	1 July 2020 to 30 June 2021	\$1,202,000
Total contract value (excluding GST)	1 July 2018 to 30 June 2021	\$3,606,000

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## Outcome Agreement

### Parties

The Sovereign in right of New Zealand acting by and through the Ministry of Education (**Purchasing Agency**)

Deaf Aotearoa Holdings Limited, the registered office in Auckland, company registration number 2187515 [NZBN 9429032494242] (**Provider**)

### Introduction

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

### It is agreed

- 1 **Relationship between this Outcome Agreement and the Framework Terms and Conditions**
- 1.1 This Outcome Agreement is deemed to incorporate and be governed by the Framework Terms and Conditions (as added to or modified in accordance with clause 9).
- 1.2 Unless the context otherwise requires, all terms defined in the Framework Terms and Conditions have the same meaning in this Outcome Agreement.
- 1.3 The Introduction above forms part of this Outcome Agreement.
- 2 **Term of this Outcome Agreement**
- 2.1 This Outcome Agreement will commence on 1 July 2018 and end on 30 June 2021 unless extended pursuant to clause 2.2 or terminated earlier in accordance with the Framework Terms and Conditions.
- 2.2 The Purchasing Agency will undertake a full review by the end of 2020 prior to considering any additional terms. The Purchasing Agency will give the Provider notice it wishes to extend the term at least sixty days before the date when the term would otherwise expire.

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### 3 Services

- 3.1 The Provider will provide the Services described in Appendix 1.
- 3.2 In providing the Services, the Provider will meet or exceed any performance measures set out in Appendix 1. The performance measures will be used to determine whether the Provider has been successful in delivering each Service in accordance with this Outcome Agreement so as to contribute toward achieving the Outcome linked to each Service.
- 3.3 In providing the Services the Provider must follow the reasonable directions of the Purchasing Agency. Such directions must be consistent with the terms of this Outcome Agreement.

### 4 Payment

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

### 5 Contract management

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

### 6 New IP

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

### 7 Privacy of personal information

- 7.1 The details of any personal information that will be shared between the Purchasing Agency and the Provider, and any agreed approach to the management of such information, are recorded in Appendix 7.

### 8 Relationship Managers and contact details

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

Purchasing Agency: Ministry of Education

Relationship Manager: Georgina Muir

Postal address: PO Box 1666, Wellington 6140, New Zealand

Physical address: Mātauranga House, 33 Bowen Street, Wellington 6011

Email address: [Georgina.muir@education.govt.nz](mailto:Georgina.muir@education.govt.nz)

Phone number: s 9(2)(a)

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**Provider:**

Relationship Manager: s 9(2)(a)

Postal address: PO Box 25439, Wellington, New Zealand

Physical address: Level 3, 12 Johnston Street, Wellington 6011

Email address: s 9(2)(a)@deaf.org.nz

Phone number: s 9(2)(a)

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

- 9.1 The Provider and Purchasing Agency agree to amend the Framework Terms and Conditions as set out in Appendix 8 and 9.
- 9.2 Except as set out in Appendix 8 and 9, the Framework Terms and Conditions remain in full force and effect in relation to this Outcome Agreement.

**Signatures**

**Signed as an agreement**

For and on behalf of the Ministry of Education as follows:



Signed by David Wales, National Director Learning Support

26/6/18

Date

**Signed as an agreement**

For and on behalf of Deaf Aotearoa Holdings Limited as follows:

s 9(2)(a)

Signed by Lachlan Keating, Chief Executive Officer

26.6.2018

Date

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

<b>Outcome (Population)</b>	This Service is to contribute towards the Purchasing Agency's purpose: to lift aspiration and raise educational achievement for every New Zealander.	
<b>Indicator (population)</b>	Deaf children start school with age-appropriate language.	
<b>Service Outcome</b>	<p>The student outcomes the Ministry of Education (the Ministry) expects are:</p> <ul style="list-style-type: none"> <li>• Presence: Children and young people with additional learning needs are present and welcome in home and early learning settings.</li> <li>• Participation: Children and young people with additional learning needs participate and engage in home and early learning settings.</li> <li>• Wellbeing: Children and young people with additional learning needs feel supported, have good emotional and social skills and a sense of belonging in home and early learning settings.</li> <li>• Progress and achievement: Children and young people with additional learning needs progress and achieve in home and early learning settings.</li> </ul>	
<b>Service name and description</b>	The First Signs Service <a href="http://www.firstsigns.co.nz/">http://www.firstsigns.co.nz/</a> helps families and whānau with a deaf baby or child under 5 years of age to develop language early in the home.	
<b>Client Group</b>	<b>Contracted Volume</b>	<b>Performance Measures</b>
Families and whānau with newly identified deaf children aged 0-5 years	The Provider will deliver the First Signs Service described in Appendix 10.	100%
	At least one FTE dedicated management resource is in place throughout the period of the Agreement and sufficient Facilitators are appointed for effective Service delivery.	100%
	Service access, including wider outreach, is available nationally throughout the period of the Agreement.	100%
	Individual service plans that focus facilitator engagement are in place for each family within 6 weeks of engagement.	100%
	Facilitator adherence to plans is demonstrated.	100%

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	Parents are invited to participate in an exit interview and programme evaluation.	100%
	Parents report in their exit interview and programme evaluation reports that they are satisfied or highly satisfied with the Service.	75%
	The Service is modified in response to feedback where necessary.	100%

#### Appendix 2 – Monitoring by the Purchasing Agency

Monitoring activity	Time and frequency of monitoring activity
The Provider's compliance with their Health and Safety procedures and, as appropriate, Vulnerable Children Act and privacy policies will be monitored.	Annually
Communication with the Provider (e.g. opportunities and issues)	As arise
The Provider will report to the Purchasing Agency on the evaluation process and findings through the evaluation commissioned by the Purchasing Agency	3-yearly or as agreed (next due in 2019/20)
Collection and analysis of service data and user feedback received by the Purchasing Agency	6-monthly
Achievement and participation information received from early childhood services	Annually
Transition information received from Advisors on Deaf Children (AoDC) and/or schools (e.g. achievement on entry, participation)	Annually
Feedback from the NZSL Board	6-monthly
Feedback from the Purchasing Agency's NZSL Sector Advisory Group	6-monthly

#### Appendix 3 – Regular reporting by the Provider

Report name	Details to be included in the report	Time and frequency of reporting
Quarterly Implementation Report	See Appendix 10	Quarterly from September 2018
Annual Compliance Report	See Appendix 10	Annually
Contract Completion Report	See Appendix 10	On the 5th working day following end of the service delivery

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## Appendix 4 – Regular audits or Accreditation Reviews of the Provider

Audit or Accreditation Review	Time for conducting the audit or accreditation review
Financial audits shall be undertaken and reported to the Purchasing Agency by an independent auditor	Annually

## Appendix 5 – Payment for Services

The Purchasing Agency will pay the Provider the total amount of \$3,606,000 excl. GST for the Services.

Payment Number	Payment date/ milestone	Payment amount	Pre-conditions to receiving payment (if any)
1	30 September 2018	\$300,500	On receipt for the previous period of a satisfactory • Invoice • Quarterly Implementation Report.
2	31 December 2018	\$300,500	On receipt for the previous period of a satisfactory • Invoice • Quarterly Implementation Report.
3	31 March 2019	\$300,500	On receipt for the previous period of a satisfactory • Invoice • Quarterly Implementation Report.
4	30 June 2019	\$300,500	On receipt for the previous period of a satisfactory • Invoice • Quarterly Implementation Report • Annual Compliance Report.
5	30 September 2019	\$300,500	On receipt for the previous period of a satisfactory • Invoice • Quarterly Implementation Report.
6	31 December 2019	\$300,500	On receipt for the previous period of a satisfactory • Invoice • Implementation Report.
7	31 March 2020	\$300,500	On receipt for the previous period of a satisfactory • Invoice • Quarterly Implementation Report.
8	30 June 2020	\$300,500	On receipt for the previous period of a satisfactory • Invoice • Quarterly Implementation Report • Annual Compliance Report.
9	30 September 2020	\$300,500	On receipt for the previous period of a satisfactory • Invoice

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			<ul style="list-style-type: none"> <li>• Quarterly Implementation Report.</li> </ul>
10	31 December 2020	\$300,500	<ul style="list-style-type: none"> <li>On receipt for the previous period of a satisfactory</li> <li>• invoice</li> <li>• Quarterly Implementation Report.</li> </ul>
11	31 March 2021	\$300,500	<ul style="list-style-type: none"> <li>On receipt for the previous period of a satisfactory</li> <li>• invoice</li> <li>• Quarterly Implementation Report.</li> </ul>
12	30 June 2021	\$300,500	<ul style="list-style-type: none"> <li>On receipt for the previous period of a satisfactory</li> <li>• invoice</li> <li>• Quarterly Implementation Report</li> <li>• Annual Compliance Report</li> <li>• Contract Completion Report.</li> </ul>

#### Appendix 6 – New IP

New IP	Agreed Uses of the New IP
The Provider will be sole owner of the First Signs resources and service, including all aspects of service design and resources, including promotional material and online resources.	Note: agreed uses are other uses not connected to this Outcomes Agreement

#### Appendix 7 - Privacy of personal information

The Provider will, collect, use, store and disclose personal Information in accordance with the Privacy Act 1993.

The Provider will be mindful of Informed Consent - having access to information, handling and sharing information.

The Provider will know that confidentiality is an obligation and that they have a duty to protect and hold in strict confidence all information concerning the student who is the subject of a professional relationship.

When reporting to Ministry, Providers will not use a family's or a student's real name, but may use a student's NSN and gender.

The provider will have in place staff training to ensure all staff engaged in this contract understand privacy requirements relating to the service purchased.

The provider will inform the Ministry within 24 hours of becoming aware of any actual or suspected privacy breach.

The provider will facilitate any reasonable request that the Ministry has in relation to undertaking privacy audit/ assurance checks.

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

Nil

## Appendix 9 – Additional terms to the Framework Terms and Conditions

In addition to complying with its health and safety obligations under this Outcomes Agreement, the Provider must also:

Additional Terms and Condition
<p><b>1. Vulnerable Children Act 2014</b> <i>A provider will be providing Children's Services if it is providing services to a child or children under 17 or to adults in respect of a child or children under 17</i></p> <p>1.1. The Provider will maintain during the Term of this Agreement a child protection policy that accords with the requirements of section 19 of the Vulnerable Children Act 2014 (the VC Policy).</p> <p>1.2. The Provider further undertakes to ensure its VC Policy is reviewed on a regular basis.</p> <p>1.3. All people involved in delivery or running of the Service will be safety checked prior to any engagement with children and in accordance with Part 3 of the Vulnerable Children Act 2014. Failure to comply will constitute a breach under clause 11.2(a) (i) of the Framework Terms and Conditions.</p> <p><b>2. Health and Safety at Work Act 2015</b></p> <p>2.1. The Provider shall:</p> <ul style="list-style-type: none"><li>(a) consult, cooperate and coordinate with the Purchasing Agency, to the extent required by the Purchasing Agency, and to ensure that the Purchasing agency and the Provider will each comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to this Contract;</li><li>(b) perform its, and ensure that its Personnel perform their, obligations under this Contract in compliance with its and their obligations under the Health and Safety at Work Act 2015;</li><li>(c) comply with all reasonable directions of the Purchasing Agency relating to health, safety, and security;</li><li>(d) report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act 2015, to the Purchasing Agency to the extent that it relates to, or affects, this Contract;</li></ul> <p><b>3. Announcements</b></p> <p>3.1. The Provider must not make any announcement regarding this Agreement to any person, without the Ministry's prior written consent.</p>



## Appendix 10 – Detailed Service Description: First Signs service scope

Further to Appendix 1, the Service to be delivered is the First Signs Service for families and whānau with newly identified deaf children aged 0-5.

### 1 The First Signs service

The First Signs Service <http://www.firstsigns.co.nz/> helps families and whānau with a deaf baby or child under 5 years of age to develop language early in the home.

### 2 Purpose

The purpose of the First Signs service is to lift the proportion of deaf and hard of hearing children who start school with age-appropriate language.

The student outcomes the Ministry of Education (the Ministry) expects are:

- Presence: Children and young people with additional learning needs are present and welcome in home and early learning settings.
- Participation: Children and young people with additional learning needs participate and engage in home and early learning settings.
- Wellbeing: Children and young people with additional learning needs feel supported, have good emotional and social skills and a sense of belonging in home and early learning settings.
- Progress and achievement: Children and young people with additional learning needs progress and achieve in home and early learning settings.

### 3 Background to the Service: Strategic drivers

The Human Rights Commission (HRC) report *A New Era in the Right to Sign*, identified timely support to families with newly identified deaf children as a priority.

*"It is crucial that a child acquires language skills early in life. Early language fluency supports social development, cognitive development and further language development. For prelingually deaf children their right to language can be dependent on access to both sign language and spoken/written language.*

*... too little is being done too late to facilitate children's and families' access to NZSL in these crucial early years."*<sup>1</sup>

A working group, convened under the Purchasing Agency's NZSL Sector Advisory Group (SAG) to respond to the HRC report, proposed the establishment of a new role, now known as First Signs, to address the critical service gap around NZSL support for families with newly identified deaf children.

There was widespread endorsement of this priority initiative from all quarters. It is consistent with international research, policy direction and recognised good practice. It also aligns strongly with the Purchasing Agency's strategic priorities.

<sup>1</sup> Human Rights Commission. (September 2013). *A New Era in the Right to Sign He Houhanga Rongo te Tika Ki Te Reo Turi: Report of the New Zealand Sign Language Inquiry*. Wellington: Human Rights Commission - Te Kāhui Tika Tangata. pp30 and 35.





This service now has an international profile.

#### 4 Service outcomes

The potential benefits of the First Signs service include:

<i>For children and young people</i>	<i>For families/whānau</i>	<i>For educators and employers</i>
<p>Excellence and equity of education outcome for all students through:</p> <ul style="list-style-type: none"> <li>• Participating in local community (e.g. by attending local school)</li> <li>• Achieving at rates comparable to peers</li> <li>• Relationships and communication</li> <li>• Happy, engaged and achieving at school</li> <li>• Able to form friendships</li> <li>• Good mental wellbeing</li> </ul>	<ul style="list-style-type: none"> <li>• Able to communicate with child</li> <li>• Well-informed and supported</li> <li>• Able to access peer support</li> <li>• Greater certainty and confidence</li> <li>• Higher expectations of what their child can achieve.</li> </ul>	<ul style="list-style-type: none"> <li>• Higher NCEA achievement</li> <li>• Employment</li> <li>• Maintain International reputation as a leader in rights for disabled people.</li> <li>• More effective</li> <li>• Confident to respond to diverse needs</li> <li>• Able to build capability of other educators to serve deaf, hard of hearing, deafblind, blind and low vision children and young people</li> </ul>

Provision of the Facilitator role is based on parents exercising informed choice. Parents may elect not to have involvement with a Facilitator, or may not take up all of the opportunities that a Facilitator might offer, such as connecting with other parents or the local Deaf community.

The primary objective of the Facilitator role is to enable parents to learn NZSL and support their children's language development. This will be valuable to all families, but particularly valuable to families whose children are likely to use NZSL as their first language. The Purchasing Agency recognises that for some families NZSL may initially be seen as an interim measure until their child is engaged in intensive auditory verbal therapy or a similar programme following a cochlear implant, or has made good progress establishing spoken English as their primary communication approach, or as a backstop for times when cochlear implants or hearing aids are not effective. The Purchasing Agency expects however, that some families, if well supported, will continue to use NZSL as an effective means of communicating with their deaf child some or all of the time.

Equally important objectives are strengthening deaf awareness, inspiring strong positive aspirations for deaf children and building resilience. Linking families to a support network within their local community and working with early childhood education providers to support inclusive practices and continuity of access to NZSL, are key aspects of this work. This will be of value to all families with deaf children.

The outcomes sought are parents, families and whānau feeling well supported, confident and equipped to support their deaf children, and the children developing strong early language skills. Low early language acquisition for very young deaf and hard of hearing children has a flow-on impact across life. Acquisition of language early will affect their communication and relationships with family, their later language development and future learning, and their wellbeing.

## 5 Service establishment (2014)

The Provider contracted a project implementation manager to establish the First Signs service, in collaboration with the Purchasing Agency and in consultation with other stakeholders.

The following tasks were undertaken by the Provider and the Purchasing Agency, in consultation with other stakeholders, using a 'learning forward' approach:

- review of similar roles and approaches to learn from them
- development of service guidelines, quality standards and issues resolution protocols
- establishment of referral pathways protocols into, through and out of the service, including interfaces with the Deaf Education Centres (DECs) and Cochlear Implant early intervention programmes
- identification of Facilitator and AoDC training needs, and options for meeting these
- confirmation of the initial implementation location - Wellington
- Facilitator selection and training
- identification of an implementation pathway, over 2, 5 and 10 years
- identification of resource requirements for scalable options to match rate and scale of roll-out with available resources
- drafting a specification for evaluation of the First Signs Implementation
- initial service provision
- establishment of systematic data gathering and reporting processes.

By 30 June 2015 the First Signs service was available in 4 separate geographic locations, to reflect demand, the availability of other community services, and other activity in those locations that might affect implementation.

The rate and scale of roll-out was initially constrained by the availability of funding but it was envisaged that the First Signs service would be accessible to all families with deaf children, locally or through distance outreach, by 2024.

The Provider offered in early 2015, within the available funding, to significantly exceed the planned rollout expectation and to make the Service available nationally by the end of 2015. The Provider has continued to ensure service quality is maintained. Capacity has met demand in all locations since the end of 2015. Workforce deployment has remained flexible to accommodate ongoing changes in demand as families relocated and new families entered the service.

## 6 Service design: from 2015

This section outlines expectations for the Service and its implementation, to be undertaken by the Provider during the Term of this Agreement.

The service is provided by Deaf Aotearoa on contract by the Ministry of Education. The national network of Facilitators operate from Deaf Aotearoa regional service offices. Deaf Facilitators work in partnership with the local AoDC to support the families and whānau to develop language early. This age is critical for language development.





## 6.1 Service Overview

### SERVICE OUTLINE First Signs



#### The First Signs Service aims to:

- Enable families and whānau of deaf or hard of hearing children to begin to learn New Zealand Sign Language (NZSL) and support their child's language development
- Increase awareness of what it means to be Deaf – learn directly from Deaf people about their own lives
- Ensure families and whānau feel well supported, confident and equipped to support their deaf child
- Inspire strong positive aspirations
- Link families to parent support networks and the local Deaf community

#### What the service is:

- An introduction to NZSL and the Deaf community for families who have a deaf or hard of hearing child aged 0-5
- Primarily focussed on families and whānau in the home and community
- Secondary focus can be in the early learning centre with the child, peers and staff. This is in addition to the direct service to the family. There is to be a clear focus and goal for the in-centre service and will be reviewed termly.
- In-centre support is in a variety of ways, such as: interacting with all the children at the session to model and encourage NZSL; offering an activity with the group at 'mat time' to encourage the staff and children to use NZSL; or casting a 'Deaf eye' over the centre to guide it in creating an inclusive environment.
- Organisation of monthly gatherings or workshops. These are opportunities for families to communicate in NZSL with a variety of Deaf and hearing people. This also supports the families to develop networks and friendships within the Deaf community. This will enable independence for the family so they are confident attending Deaf community events.
- Observation and recording of NZSL development by skilled Facilitators.
- Where possible, Facilitators may attend Individual Development Plan meetings. However due to caseload commitments this may not always be possible.
- Regular review, as agreed by the family, of progress on the goals set by the family.

#### What the Service doesn't do:

- Provide childcare or babysitting
- Provide professional development for teachers or staff of early childhood services or schools
- Formally assess adult learners of NZSL or offer formal qualifications in NZSL
- On-going/permanent in-centre support
- Check or record the use of cochlear implants or hearing aids.

#### Eligibility:

Families and whānau with recently identified deaf children will be able to access a Facilitator irrespective of:

- any medical interventions planned or received
- modes of communication being used
- the expected future primary language.

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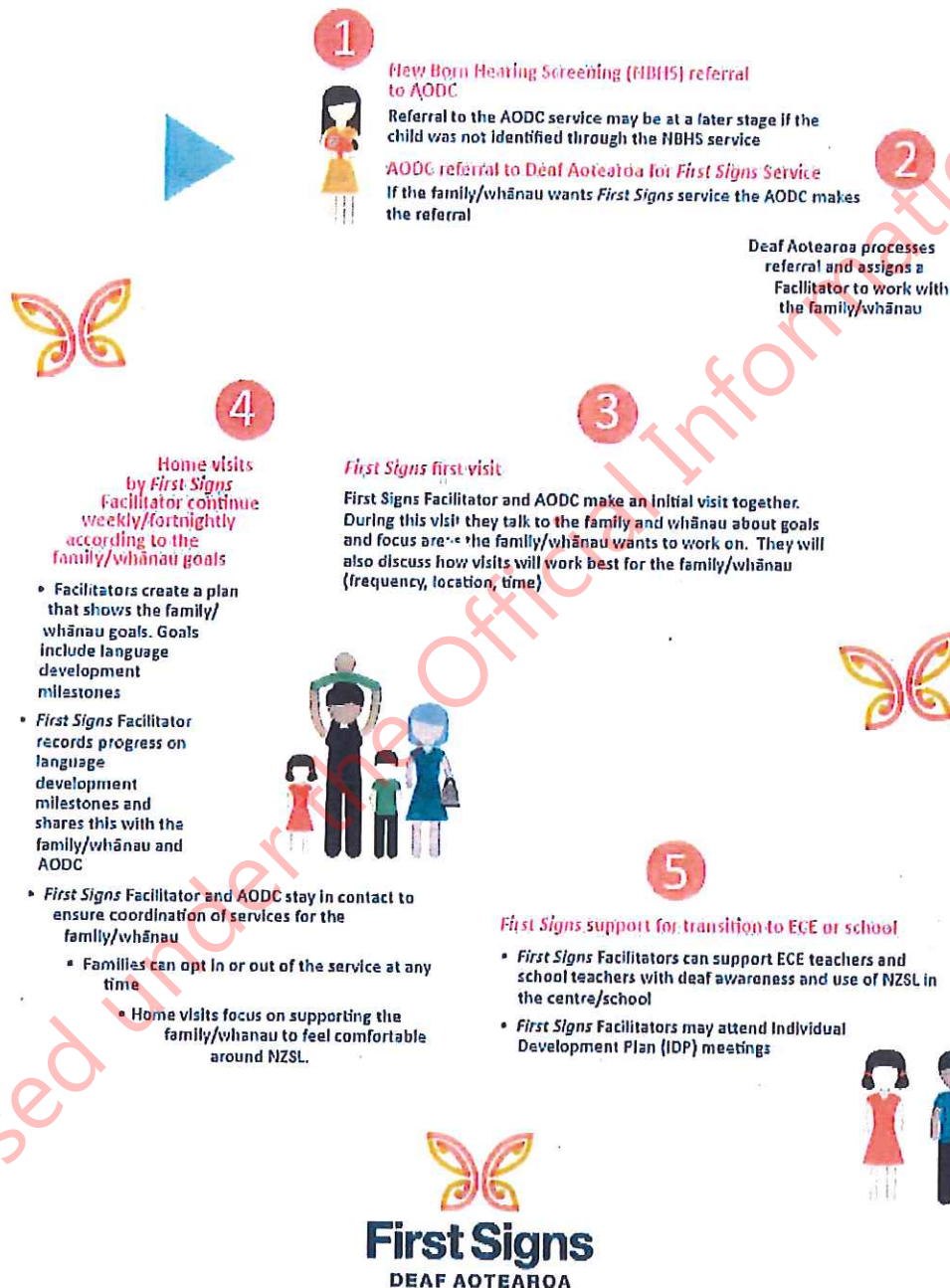
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## 6.2 Service Design

# First Signs How does it work?



## 7 Roles and responsibilities

### 7.1 Provider attributes for delivery of the First Signs service

The Provider champions NZSL, employs qualified Deaf sign language tutors and delivers a range of community services including sign language and Deaf awareness courses.

The employment model will continue to be one that employs appropriately skilled and qualified people, supports them in the Facilitator role, and assures effective high-quality family-centred strengths-based delivery through a national service delivery network.

The Purchasing Agency is contracting the First Signs service from the Provider, with the Facilitators working in close partnership with the AoDCs, and in turn working collaboratively with the DEC to ensure optimal service coverage and coordination.

Contracting with the Provider is consistent with the direction established by the Convention on the Rights of Persons with Disabilities, which directs government agencies to recognise and value the contribution that can be made by people with lived experience of disability and the organisation that represents them. Contracting with the Provider also:

- vests promotion and maintenance of NZSL with the Deaf community
- draws on strong relationships with the Deaf community
- ensures a community development focus
- builds on existing services and expertise
- aligns well with the organisation's core business
- enables the DEC to focus on building complementary NZSL expertise to cover children aged 4 years and over.

### 7.2 Relationship to existing services

The role will complement, not replace, existing services for this age group, such as the early intervention centres provided by the DEC. Where multiple service providers are involved services will be coordinated through cross-agency trans-disciplinary teamwork.

The Facilitators will work in close partnership with the Purchasing Agency's AoDCs.<sup>2</sup> The AoDCs will offer to involve the Facilitators with potential Service users at the earliest opportunity, may visit families together with the Facilitator initially, and will provide ongoing professional supervision and support to the Facilitator as required.

The focus of AoDCs on working with younger age groups will support the complementary roles between the First Signs Service, AoDCs and the DEC. Close collaboration is expected, particularly during transitions to early childhood education services and schools.

<sup>2</sup> The Purchasing Agency currently employs 38 AoDCs (31 FTEs). They are highly trained professionals with specialist knowledge and expertise. Three members of the current AoDC workforce are Deaf. Some of the hearing AoDCs can sign, although few are proficient in NZSL. As part of the protocols around Universal Newborn Hearing Screening all families should be offered a referral to an AoDC by their child's audiologist at point of diagnosis. Some opt not to be referred or are unable to be contacted by the AoDC, but in most cases the AoDC is a key support person for families and whānau with a newly identified deaf child.





The established nature of the working partnership, boundaries and accountabilities will continue.

Of new importance is the need to also align with the Ministry's new way of working – the new service delivery model. The Facilitators will be familiar with the Ministry's service delivery model and work with the local AoDC to raise local awareness of First Signs amongst their local education community, including Kāhui Ako | Communities of Learning, and be pro-active in identifying opportunities to align with other services.

### **7.3 Eligibility and prioritisation for Service**

The service is for the families with a deaf child under 5 years of age who are deaf or hard of hearing. Access to the service is via referral following first identification, usually through the Universal New-born Hearing Screening Programme.

Subject to local availability, families and whānau with recently identified deaf children will be able to access a Facilitator if they wish, irrespective of any medical interventions planned or received or modes of communication being used, or the expected future primary language.

As at April 2018 approximately 170 families with children aged 0-5 years received the service. This was around 30% of the 560 families seen by AoDCs (up from around 18% in November 2016).

Projections based on provider feedback collected from service users suggests that nearer 50%, or 280 families (an increase of 110 families), may be achievable in the future, although this would include families in more remote locations where service provision may be more complex. For the Term of this Agreement to June 2021, a lift in the number of families by 30 is likely to be achieved.

The First Signs service is intended to give children the best possible start and maintain good rates of language acquisition, rather than to be focused on remedial activity. Meeting the needs of families with newly identified deaf children from birth through to three years is a priority, to ensure that these children have the opportunity to build a strong first language in NZSL to support their ongoing learning and achievement.

It will be important to ensure that there is continuity of access to NZSL beyond three years of age through transition planning.

There will also be flexibility to work with older children on an 'exceptions' basis subject to there being sufficient capacity to provide services without younger children missing out.

Robust and transparent eligibility and prioritisation criteria for entering the service will be applied, and reviewed annually by the Provider with the Purchasing Agency.

Caseloads and activities undertaken will be managed to ensure that resources are used efficiently and children receive sufficient quality and intensity of service to achieve desired outcomes. The First Signs service Team Leader will discuss referrals with the relevant AoDC or key worker, and trans-disciplinary team if appropriate (eg where a child is involved with multiple services).

### **7.4 Functions of the Facilitator role to be maintained**

Facilitators will operate as a member of a national network of sign language Facilitators accountable to their employer. They will also be an integral member of the multidisciplinary team available to the





family and will provide NZSL related advice. They will have access to good professional supervision and support from a range of peers and professionals.

Facilitators will work primarily in partnership with parents, families and whānau. They are also likely to work in early childhood education settings.

In focussing on newly identified deaf children key functions of the Facilitator role include:

- teaching NZSL to parents, children, families and whānau, and providing and facilitating access to good NZSL resources
- supporting parents, families and whānau to interact with their deaf children in ways that will enhance effective communication and language acquisition
- working directly with the children to stimulate their language development through NZSL.

Other important facilitative functions that will continue to develop and maintain NZSL skills, increase deaf awareness and build resilience are:

- facilitating parent networks, so that parents have the opportunity to build local communities of support, including local 'language nests'
- being a good Deaf role model to encourage parents to have positive aspirations for their children
- being a safe person to ask any questions they may have about the lived experience of deafness
- responding to parents' efforts to understand what it means to be deaf and how this may affect them and their children
- introducing the family to the concepts of linguistic identity and Deaf culture
- facilitating and, if required, delivering community NZSL courses modelled on the approaches developed for the Invercargill community and the Northland community
- facilitating access to the local Deaf community, including diverse deaf role models
- providing practical tips to families on how to set up the home environment to work well for them and their deaf child, including from a safety perspective
- supporting participation in early childhood education (ECE) by providing access to NZSL training and an appropriate level of deaf awareness for staff and children attending a centre.

The service may include the use of technologies, such as online learning and Skype, to support access.

## 7.5 Attributes, experience and training for Facilitators

Essential attributes of the role include the ability to:

- establish positive rapport with families and whānau, recognising that there will often be emotional and cultural sensitivities to navigate
- communicate with families and whānau, and inspire confidence and optimism
- inspire a positive attitude
- competently teach NZSL to parents, families and whānau, and children
- be non-judgemental, provide balanced unbiased information and maintain a neutral stance in terms of informed choice
- competently communicate about Deaf culture and related matters

- work in a strengths-based, family-centred way (taking their lead from families or whānau), and in early childhood education settings
- facilitate the establishment of peer networks
- work collaboratively as a key member of a multidisciplinary team – managing the expectations and demands of families and whānau by working within the scope of their role and consulting or involving others as required.
- work independently, without overstepping the agreed scope of the Facilitator role.

Knowledge, experience, training and other attributes to support the skills identified above include:

- how to work in partnership with families and whānau and the Deaf community
- professionalism, teamwork, and ethical conduct
- fluent and well-rounded in their knowledge of NZSL
- understanding the importance of early language acquisition, how adults acquire language, and how children acquire language – including practical strategies for facilitating early language acquisition
- ability to be reflective – of self and practice, so that they maintain their focus, adapt to the needs of particular families, and continually improving their performance in the role
- ability to work comfortably in a bilingual environment where both visual and oral communication is being developed
- ability to work in culturally appropriate ways with Māori and Pasifika whānau
- ability to work sensitively and effectively with diverse perspectives and cultural groups.

Facilitators will be active members of the Deaf community with an in-depth knowledge of Deaf culture. Deaf people are the most suitable candidates for this role. Vesting the role in the Deaf community also recognises that NZSL is the language of that community and is central to their identity and culture. While interpreters and children of Deaf adults (CODAs), for example, may have good fluency in NZSL, they will not be Deaf role models.

Completion of formal courses of study at least equivalent to the Deaf Studies course and Certificate in Teaching NZSL offered by Victoria University is highly desirable. Being a member of the NZSL Teachers Association is also desirable.

Ongoing training will be provided as needed, including on:

- values, reflection and informed choice
- working in partnership with families
- working as part of a multidisciplinary team
- working in early childhood education settings and with *Te Whāriki*.

## **8 Quality assurance, monitoring and evaluation**

### **8.1 Overview**

The following mechanisms are in place to support implementation:

- Purchasing Agency and the Provider internal and public accountability processes
- periodic feedback from the NZSL Board
- oversight from the Purchasing Agency NZSL Sector Advisory Group.

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The Provider is responsible for ensuring

- workforce safety checks are undertaken on all potential staff in accordance with the Vulnerable Children Act
- all staff are suitably qualified
- all staff are provided support, supervision and pastoral care
- collaborative engagement with the Deaf community and with the DEC's is maintained.

The Purchasing Agency is responsible for the provision of professional support through the Purchasing Agency's special education services staff network teams, led by the AoDCs.

### 8.2 Evaluation

An evaluation process has been put in place, was reported after three years (2016/17) and is next due after six years of service (2019/20), at which point the preferred provider, service and funding model will be formally reviewed.

All aspects of the service, including a repeat of the baseline survey described further below, will be considered.

### 8.3 Survey: Experiences of the First Signs Service: Survey for parents and whānau

The Ministry of Education and Deaf Aotearoa New Zealand co-developed a baseline survey to collect evaluative information on service effectiveness. This was designed with assistance from the Ministry of Education Evaluation, Data and Knowledge Team. Data was collected in 2016 from the first cohort of families and used to evaluate how well the service was working.

The baseline research data from the 2016 survey of all initial participating families and whānau found:

- Most communicated with their child using a mixture of NZSL and spoken language.
- Most considered their level of NZSL to be between "I can talk about and understand some things" to, "I can't really sign at all".
- 75% had a plan to use NZSL in the home.
- 75% had a plan to use NZSL in their ECE centre.
- User satisfaction was very high.

Ongoing data is being collected from service users on entry and exit, and from practitioners. Participating families reported increased knowledge of deaf ways, increased use of NZSL at home, improved confidence in communicating with their child, and stronger and sustained commitment to continuing inclusion of NZSL in the family communication.

The survey questions ask users about how well the service is working, what changes could make it work better, and what outcomes they are experiencing as a result of their participation. The questions are:

#### Demographics

1. Which region do you live in?

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2. What is your relationship to the child?
3. How long have you been involved with the First Signs Service?
4. How did you become involved in the First Signs Service?
5. How does your child communicate most comfortably most of the time? [NZSL, spoken, bimodal]
6. How do you communicate with your child most of the time? [NZSL, spoken, bimodal]
7. How would you rate your current level of New Zealand Sign Language (NZSL)? [Very good (I can talk about and understand almost anything in NZSL). Good (I can talk about and understand many things in NZSL). Fairly good (I can talk about and understand some things). Not very good (I can talk about and understand a few basic things). Not good (I can't really sign at all)].

#### ***Service quality***

8. I am satisfied with the amount of support I'm receiving from First Signs
9. I am satisfied with the type of support I'm receiving from First Signs
10. I am satisfied with the quality of support I'm receiving from First Signs
11. My Facilitator and Advisor on Deaf Children are working well together
12. First Signs is meeting my needs
13. I am able to commit time to First Signs
14. Do you have a plan in place to use NZSL in your home?
15. Do you have a plan in place to use NZSL in your early childhood education centre?

#### ***Service impacts***

16. I have increased my knowledge of deaf ways
17. My level of NZSL has increased
18. My child's level of NZSL has increased
19. I am more confident communicating with my child
20. My connections in the Deaf community are stronger
21. Overall how satisfied are you with the First Signs Service?
22. How could First Signs be improved to better support you and your child?
23. Do you have any other comments that you would like to make about First Signs?

### **8.4 Reporting**

The First Signs Service is to help families and whānau with a deaf baby or child under 5 years of age to develop language early in the home. The outcome sought is for d/Deaf children to start school with age-appropriate language.

The contract has a value of \$1,202,000 p.a. plus GST and an end date of 30 June 2021. Invoicing is quarterly.

The following sections outline the information sought in the milestone reporting.

Reports must be dated and signed by the service manager.



#### 8.4.1 Quarterly Implementation Report: First Signs [for the period: \_\_\_\_ to \_\_\_\_]

This report will provide relevant information for the period on:

Progress against performance measures

	Contracted Volume	Status for this period
<b>Quantity - how many?</b>		
Number of families receiving the service.	N/A	
Number of children under 5 years old in families supported.	N/A	
Number of families waiting for a service.	N/A	
<b>Quality - how well?</b>		
First Signs Service is provided as described in Appendix 10.	100%	
At least one FTE dedicated management resource is in place. Sufficient Facilitators are appointed for effective Service provision.	100%	
Service access, including wider outreach, is available nationally.	100%	
Individual service plans are in place for each family within 6 weeks of engagement.	100%	
Facilitators adhere to plans.	100%	
Parents are invited to participate in an exit interview and programme evaluation.	100%	
The Service is modified in response to feedback where necessary.	100%	
<b>Effectiveness - who's better off?</b>		
Progress against agreed language development goals	N/A	
Parents report in their exit interview and programme evaluation reports that they are satisfied or highly satisfied with the Service.	75%	

The following template should also be completed [suggestions for additional information are provided below]:

**Note:** the information provided should be non-identifying unless permission to publish has been obtained in writing from all identifiable parties.

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Provider Summary Narrative Report
1. Describe any highlights from the period (could include trends, successes, impact).
2. Describe any issues that have arisen over the period, including for health and safety.
3. Identify any new risks that the Purchasing Agency should be aware of.
4. Describe any other key points from the period.

Additional Information may be provided on:

**Service volumes and demographics**

- Number and geographic distribution of families receiving the service.
- Number of children under 5 years old in families supported.
- Number and location of families waiting for a service.

**Staffing**

- Capacity
- Recruitment
- Training and professional learning

**Activity during this period**

- Engagement and emerging opportunities, such as:
  - sector liaison and collaboration
  - parent groups facilitated
  - early childhood providers engaged with
- Promotions, Presentations and Conference participation
- Challenges, risks and issues
- User feedback, such as:
  - progress against agreed language development goals:
    - Goals are agreed with the parents, AoDC and Facilitator.
    - The agreed First Signs contributions are met.

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- Progress against goals is reported to the AoDC 3-monthly.
- the number of parents who in their exit interview and programme evaluation report that they:
  - Feel well supported
  - Feel their confidence has grown through their service engagement, and the degree of that growth
  - Hold strong, positive aspirations for their deaf child
  - Were offered an introduction to another family with a deaf child and to the local Deaf community
  - Parents report they are satisfied with the rate of progress
- AoDC reports that parents are satisfied with the rate of progress
- Lessons learned

**Service development during this period**

- Resource development and assessment tools
- Delivery approach, including for remote families
- Budget monitoring

**8.4.2 Annual Compliance Report: First Signs [for the period: \_\_\_\_\_ to \_\_\_\_\_]**

This report will provide the required information on:

- Health and Safety
- Vulnerable Children Act
- privacy policies

Service unit of measure	Contracted Level (%)	Report			
		1	2	3	4
Quantity - how many?					
Quality - how well?					
First Signs Service is provided as described in Appendix 10.	100				
At least one FTE dedicated management resource is in place. Sufficient Facilitators are appointed for effective Service provision.	100				

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Service access, including wider outreach, is available nationally.	100				
Individual service plans are in place for each family within 6 weeks of engagement.	100				
Facilitators adhere to plans.	100				
Parents are invited to participate in an exit interview and programme evaluation.	100				
The Service is modified in response to feedback where necessary.	100				
<b>Effectiveness - who's better off?</b>					
Parents report in their exit interview and programme evaluation reports that they are satisfied or highly satisfied with the Service.	75				

#### 8.4.3 Contract Completion Report: First Signs [for 1 July 2018 to 30 June 2021]

This report will provide summary information for the three-year period on:

- Quarterly Implementation Reporting
- Annual Compliance Reporting
- Service performance in regard to outcomes and budget
- Recommendations for service improvements.