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Distant relations: limits to relational contracting in domestic violence programmes

The Authors

Ed Carson, School of Psychology, Social Work and Social Policy, University of South Australia, Adelaide, Australia

Donna Chung, Centre for the Study of Safety and Wellbeing, University of Warwick, Coventry, UK

Andrew Day, Centre for Offender Reintegration, School of Psychology, Deakin University, Geelong, Australia

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Abstract

Purpose – The purpose of this paper is to assess the applicability of relational contract theory in situations where government departments contract with non-government welfare organisations to deliver human service programmes. Its limits are highlighted by an assessment of programmes for domestically violent men that epitomise “management of incomplete contracts” central to the theory.

Design/methodology/approach – The paper is based on an evaluation of contracted-out programmes for perpetrators of domestic violence in Australia that set out to compare and contrast distinct models of service delivery by documenting programme logic, service delivery effectiveness and effects on programme participants. It reflects on the difficulties of monitoring such programmes and considers the implications of this for contracting theory and for human service practice.

Findings – In contrast to critiques of contracting-out in a neo-liberal environment that emphasise how accountability and reporting requirements limit the autonomy of contracted agencies, this paper highlights considerable variation in how programmes were managed and delivered despite standardised service delivery contracts developed by the government department funding the programmes. This leads to a consideration of “incomplete contracts” where service delivery outcomes are hard to measure or there is limited knowledge of the contracted agencies by the contracting government department.

Originality/value – The paper highlights a situation in which the recommendations of relational contracting theory can exacerbate the difficulties of quality assurance rather than minimise them. It then argues a need for workforce development in the government departments and the contracted agencies, to enable a nuanced monitoring of the programmes' service delivery and promotion of quality assurance processes.
Introduction

From the 1980s onwards, the contracting out or commissioning of human services delivery by government departments to non-government welfare organisations (NGOs), both not-for-profit and for-profit, has been a common feature of social policy in many countries around the world. The rationale has been that state-run services are both inherently expensive and ill-equipped to respond quickly to changing service user and service delivery needs, whereas contracting out introduces market efficiency and a greater degree of flexibility in how services are delivered. In addition, proponents argue that contracting out provides an opportunity for government departments to specify what should be delivered, thereby offering a high level of control over service delivery, without having to directly run the services.

Some practice and service delivery consequences of programmes contracted out to NGOs are illustrated in this paper through a case study approach which describes a multi-site evaluation of programmes for perpetrators of domestic violence delivered in Australia. The programmes were being run by not-for-profit non-government welfare organisations, with the common intention of increasing women's and children's safety and reducing men's use of domestic violence. All of the organisations were subject to the same formal contract requirements but in this paper we document and discuss the variations in practice that were observed between the different providers, and the extent to which the programmes conformed to their self-described models. Before doing so, a brief history of domestic violence perpetrator programmes, along with a discussion of contracting out in the human services in Australia, is presented to provide a context for the analysis.

Contractualism

Developments in human services delivery in Australia since the 1980s have been consistent with developments elsewhere in the western world. These include contracting out of service delivery through a purchasing model that relies on competitive tendering by NGOs[1], performance measurement based service agreements, and increasing specification by government about the nature, outcome and quality of the service to be delivered by funded organisations. As with international developments, increasing government regulation of outputs through stringent accountability and governance requirements has been intended to increase efficiency and productivity in the human services in Australia (Austin, 2003). Instead of focusing on resource development within the government departments, it was held to be preferable and/or more efficient to contract with NGOs that were already undertaking the various roles and responsibilities.

Considerable research has focused on the capacity of service provider agencies to meet contractual requirements for reporting and accountability as well as actually delivering the services. A number of researchers in Australia, (Buchanan and Considine, 2002; Owen et al., 2001; Spall and Zetlin, 2004; Yeatman and Penglase, 2004) and in the US and Canada (Light, 2003; McMullen and Brisbois, 2003; Nittoli, 2003; O'Connor and Ilcan, 2005; Romzek and...
Johnston, 2005; Saunders and Brisbois, 2004) have identified a range of commonly reported challenges for service delivery as a result of these changes. In particular, the project-based, fixed-term funding arrangements typically associated with contracting out are seen to have resulted in increased use of short-term employment contracts by most NGOs, and there are arguments in the scholarly literature that this can seriously undermine the potential for capacity building in these agencies (Healy, 2004; Meagher and Healy, 2003; Wagner and Spence, 2003).

A much less well-developed strand of research, however, concerns the capacity of commissioning departments to develop and manage contracts with agencies (Cooper, 2003; Fernandez, 2007). In practice, agreements between governments and NGOs appear to be associated with significant implementation problems, including:

- an inability to define outcomes in contracts (Flynn et al., 1995);
- difficulties in defining appropriate measures of service quality rather than simply focusing on “activities” or outputs (Ryan and Brown, 1998); and
- the difficulty in applying a cost/benefit analysis in a public sector context (Seddon and MacPherson, 2000).

Relational contracting theory (MacNeil, 1980; Williamson, 1985) emphasises the merits of generating a network of trusted agents to lower transaction costs in “incomplete contracts”; that is where contracts are for the delivery of services that are hard to quantify and assess, such as in community services (Milward and Provan, 2000). Recent developments in public management literature (Bertelli and Smith, 2010) highlight that where agency capacity to supply specialised services is limited or volatile, if the government department does not retain the responsibility for delivery it must put in place a strong relational basis for the contract. Where outputs are complex, traditional command-and-control approaches to accountability are difficult and costly to maintain so it makes sense to emphasise trust rather than formal arms-length tendering. While all business relationships rely on a degree of trust, that degree is greater in situations of complexity typical of human services. In such situations, managers emphasise flexibility as a response to the complexity, on the basis that motivation to renege on contract in the short run is overpowered by potential future gains.

Services for perpetrators of domestic violence epitomise situations where incomplete contractual information, the perceived merits of community-based service delivery, and a limited range of service suppliers combine to highlight the importance of the relationship between the funder and the providers of the services. We will argue below, however, that relational contracting practices in the situations under investigation did not improve contract management, and indeed, what we have identified as distant relations contributed to poor monitoring and assessment of programme processes and output.

**Contracting out domestic violence perpetrator programmes**

In Australia, and other countries, the earliest specialist services responding to domestic violence were those which were developed to support women and their children escaping domestic violence. Such programmes, centring on the provision of emergency accommodation, remain the first line of specialist response. In the 1980s there was concern that, in addition to legal remedies, there should be direct work undertaken with men using violence against their female partners. Scholars and practitioners have been sceptical about
their effect, which has resulted in calls for their evaluation (Babcock et al., 2004; Feder and Wilson, 2005; Laing, 2002).

Commonly these programmes involve group-delivered interventions for perpetrators that are psycho-educational in approach, although a number of different models are employed (Day et al., 2009). These include interventions which focus on intra-psychic behaviour change, particularly anger management and emotional self-regulation, to approaches which place more emphasis on the context in which gendered violence occurs and focus on the need for multi-agency and co-ordinated service provision. In practice, many contemporary perpetrator programmes represent a blend between these two approaches, delivering interventions that target individual problem awareness and the development of skills that can improve self-control and also acknowledge the importance of integrated community responses or multi-agency working approaches to effective risk management[2]. The best documented and most often replicated of these latter models, in Australia at least, is the Duluth model (Shepard and Pence, 1999).

The Duluth model advocates that men's domestic violence perpetrator programmes should only be one element of an integrated domestic violence community response, and specifies that programme providers should seek contact with women partners/ex-partners as a means of ensuring that accounts of abusive behaviour are not reliant solely on perpetrator self-reports. Furthermore, it requires processes to be in place for programme providers to have contact with the police and other services so that risk management procedures are in place, should concerns for women's and children's safety arise. Thus the approach is an integrated response whereby information is shared, agencies have an agreed understanding of domestic violence, joint protocols for action are agreed, and the role of each of the agencies in stopping domestic violence and promoting safety is clearly articulated and understood.

The Department of Corrections funds the programmes for legally mandated perpetrators but these are delivered by agencies that often also deliver programmes for non-mandated participants. One complication for the contracting out process in domestic violence services is that for some time there has been a national shortage of professionals available to run domestic violence perpetrator programmes in Australia. Whilst this absence of workers is not a consequence of the contracting process, it can lead to situations where programmes are disrupted and discontinuous. This is not unique to domestic violence perpetrator programme delivery as various areas of community services where professionals are dealing directly with complex situations of violence and abuse, such as child safety, have difficulty recruiting, retaining and experienced staff (Healy et al., 2009). When workers are scarce and often change, however, this increases the case for strong explicit contracts, oversight and clear programme standards.

In the area of contracting for domestic violence perpetrator programmes, however, the nature of the service delivery, and the limited availability of trained staff and supervisors, makes such a case difficult to satisfy.

The agencies and programmes being evaluated

The public servants in the contracting department were aiming to fund perpetrator programmes that were part of a local community integrated domestic violence response, as had been identified nationally as good practice (Chung et al., 2003). In line with the commissioning requirements of the State, all agencies indicated that they were part of a local
integrated response and could offer female partner contact and referral to support and other services as required by female partners/ex-partners. Beyond that stipulation of community integration, the department was aware that it was purchasing programmes based on different rationales and approaches. As work in the area of programmes for domestic violence perpetrators is still relatively new, this variation was viewed as a helpful means of assessing whether a particular approach would produce better outcomes.

In the situation under investigation, four NGOs, based in four different locations, (two metropolitan and two regional), were contracted by the Department of Corrections to deliver domestic violence perpetrator programmes. Each of the organisations had considerable experience in providing various types of contracted human services such as counselling, employment and family support programmes, as well as a history of running domestic violence perpetrator programmes and support services for female victims of domestic violence. All of the agencies were members of large national not-for-profit organisations, three of which had religious affiliations.

At two of the agencies (agencies A and B), a locally developed programme model was used, which incorporated some programme content elements that were drawn from the Duluth programme (emphasising perpetrator accountability for actions, measured through techniques such as the use of a “power and control wheel”), but were not fully identified or promoted as Duluth programmes. By contrast, agencies C and D presented their programme as based on the complete Duluth model (Table I).

The contracts used for all of the organisations were the same, with variations only in terms of the annual number of groups to be delivered, or the number of participants who were expected to attend. This meant that the total funds for an organisation delivering programmes in a large urban area were greater than for those working in a small rural community with considerably less population.

A key point is that contracts were written in terms of agency activity, not output and outcomes. With respect to perpetrator group programs, the contract reporting requirements specified the time and length of the group programmes typically measured by their hours of attendance at weekly group sessions typically run over 18 to 24 week period and the level of required throughput of perpetrators. All of this was reported in a simple template, and thus it was easy for the agencies to acquit in strict accordance with the wording of the contract, without needing to assess participant behaviour change. As for the victim protection component of the contract, it was not specific about what was required and only specified the hours to be allocated to victim contact. Agencies were not required to report on this activity in detail although the agencies felt that they were doing what was possible within the resources that were available. It was not apparent from their routine reporting to the Department that they had breached the specification of the contract even though we were concerned that this was the case.

Note that this research team was not contracted to evaluate the programmes, per se, on behalf of the funding department. Our research was expected to reflect on the relative merits of differing models of service delivery rather than assess whether contract specifications about output and outcome were being met by each agency. Nevertheless, we did advise the Department that, in our opinion, the poor victim contact practices constituted a breach of contract. While this was accepted by the Department and led to discussion of an overhaul of contracting practices, at the time of writing we were not aware that this had taken place.
The programme design for the research reported here included an assessment of the relative importance of first, the declared programme design and second, the location of the service, for programme outcomes including victim safety.

**Evaluation methodology**

Building on previous large-scale evaluation research on domestic violence perpetrator programmes (Gondolf, 2002) our study design examined the programme design and content as well as documenting participant throughput. Gondolf (2002) argued that based on his research findings, the programme content was not the most critical variable in effectiveness but rather it was the local agencies integrated responses that mattered in responding to men's use of violence. Therefore our evaluation design emphasised examining the programmes and how the service providers worked within a local community response. The evaluation aims were therefore to compare the use of two different perpetrator programmes models to identify whether one is more effective and under what circumstances, and identify social/structural factors and organisational factors across the four locations that contribute to programme effectiveness or impede effectiveness.

The evaluation design was a realist evaluation (Pawson, 2006; Pawson and Tilley, 1997) that combined three strands of data collection:

1. programme level data on individual men's participation and progress through a domestic violence perpetrator programme;
2. women partners' safety and access to support services; and
3. information about the extent to which agencies worked as part of a local integrated response.

Data were collected via: pre-and post survey questionnaires completed by participants of the programme; semi-structured interviews with partners of the men in the programme; and semi-structured interviews with managers and workers from the contracted agencies, the commissioning department, and partner agencies that the contracted agencies were expected to link with in their respective locations. Secondary data collected included an analysis of State policy documents, agency documents including domestic violence policies, as well as programme documentation and agency data collected through the contract monitoring process. The interviews were repeated over a three-year period, and covered issues of programme logic, challenges to programme implementation and strengths of current practices.

For the analysis of programme effectiveness, a battery of self-report measures including measures of abusive behaviour and attitudes, alcohol dependency, treatment readiness, and trait anger was administered to participants before and after the programme. Descriptive statistics were produced, and a series of related sample t-tests were used to examine the changes in participants on the measures between the start of the program and after completing the program.

The analysis of programme delivery including inter-agency collaboration and victim outreach was based on scrutiny of the comprehensive program manuals produced by each agency, including the theoretical framework purported to underpin the program, compared and contrasted with the data collected in the interviews as described above. The principle of saturation determined when sufficient data were been collected in relation to each issue.
(Denzin and Lincoln, 2005). Interviews were transcribed and entered into Nvivo for qualitative management and coding (Richards, 1999) although, beyond assignment of nodes for key conceptual variables, much of the subsequent analysis was manual. Analysis of data was informed by interpretivist traditions, using constant comparison to identify themes and issues associated with key research foci, such as perceptions of the role of victim outreach and need for integration with women's shelters and child protection agencies. These themes were identified and sorted inductively, using constant comparison techniques to analyze differences within and between the themes emergent within and between the agency responses.

It was evident, that there was wide variation in programme delivery across sites and this largely seemed attributable to differences in contract interpretation and organizational cultures, rather than different models of programme practice which is what we had anticipated. Therefore in this paper we focus on examining the ways in which the commissioning process and organizational factors in the four locations influenced service delivery arrangements. In particular, in the following sections we address, first, our findings on organisation arrangements resulting from decisions by departmental managers about how they implemented and monitored the contracts and, second, the practices of programme facilitators in the agencies that shaped the relationship between the perpetrator programmes and the agency links with the police, other domestic violence providers and the victims.

Findings

Intra-organisational factors

The ways in which agencies ran and organised the contracted programme delivery in question was not standardised across sites. A notable difference in organisational arrangements was in terms of how much the programme was related to the agency's core business and how the contracted programmes related to each agency's suite of programmes. Agencies A and C and to a lesser extent B added the funding from the contract to funds derived from other sources, to either provide additional services or to include state referred (and legally mandated) male participants in existing group programmes run for non-mandated participants. The men referred to the contracted service therefore received the same programme as these agencies provided to all their male service users. For the purposes of this analysis, however, a critical arrangement was that these three agencies employed workers as programme facilitators on a full or a continuing part time basis, and all or some of their work involved running perpetrator programmes. As facilitators were staff members they participated in supervision, training, performance reviews and other agency requirements.

In contrast, agency D treated the contracted funding from the State as a completely separate item, to the point where programme facilitators were paid on a sessional basis, only related to the actual delivery of the men's group programmes plus some hours of preparation. In these cases the workers had minimal ongoing supervision and were not part of regular staff meetings or general organisational communications. Their opportunities for staff development and performance review were limited.

Our observation here is that the short term contract culture which emerged in agency D as a direct result of that agency's response to contracting-out, epitomises the concern of critics about the potential of contractualism for reduced capacity building in the community services workforce (Healy, 2004; Meagher and Healy, 2003; Wagner and Spence, 2003). Moreover,
not only does sessional work and minimal supervision run the risk of limited capacity building, but also of high staff turnover in an area that is already experiencing strain, all of which can lead to programme disruption and suspension at times.

It could be argued that whilst agency D was a not-for-profit agency, its approach more closely reflected that of a for profit organisation, emphasising cost and efficiency considerations more than the other agencies, which emphasised a commitment to service delivery in areas where the private market would not operate. Beyond funding deployment within the agencies, however, there was notable variation in service delivery that was partly related to employment arrangements for the workforce.

Government departments throughout Australia have produced domestic violence policies that include standards of practice for working with male perpetrators of domestic violence (Chung et al., 2003). Some important aspects of those government-stipulated standards of practice include male and female workers jointly facilitating group programmes, a form of women’s safety contact being undertaken to follow up with female partners/ex-partners, and expectations about reporting men who breached attendance requirements to the State authorities. The ways in which agencies ran and organised the contracted programme delivery in question was not standardised across sites and from our observations, the agencies were only meeting some of these standards in their practice. In relation to the requirement for male and female facilitators, for example, agency A always ran programmes with male and female facilitators, whereas agency B subscribed to the same principles as agency A, but in practice its location in a regional town contributed to decisions to often run small sessions with one facilitator, including individual counselling sessions. As anticipated, worker shortage was evident in this situation, where programmes had to be suspended at times as no workers were available.

Both agencies A and B exhibited minimal commitment to contacting female partners/ex-partners. By contrast, agency C was alone in assiduously pursuing the outreach and safety monitoring of women victims despite the fact that its contract with the department entailed the same level of funding as the other three agencies and the same (minimal) reporting requirements by the department about men's attendance at the programmes. This might have conceivably been associated with the regional location of agency C but more specifically it could be attributed to the organisational and worker commitment to maintaining standards of practice in domestic violence.

A direct consequence of the minimal attempt to contact female partners in agencies A and B was the reliance on men's self reporting of their behaviour. Relying solely on men's self reporting of their behaviour in domestic violence programmes is considered notoriously poor practice (Chung and O’Leary, 2009). This highlighted variation in the standards of practice between agencies and offers an example of a lack of attention to appropriate risk management strategies by programme facilitators and agencies.

**Inter-organisational factors – working in the local community**

Differences in how programmes are delivered are not intrinsically a problem if programmes are delivering similar outcomes. However, good practice standards recommend that any response is strongly embedded in the broader responses to domestic violence. A critical factor in our evaluation was how the agency’s practice model determined its place in a local response to domestic violence.
Where agencies viewed themselves as key partners in a local domestic violence response, the additional delivery of a contracted male perpetrator programme was viewed as extending their agency mandate to stop domestic violence in the community within an integrated response system. Some (agencies A, B and C), regardless of location, viewed their agency as one member in a “network” or “integrated” response to domestic violence in their local community, and held that this contracted service was one aspect of a partnership. The agencies, therefore, had links with the police, other domestic violence providers and so on, so that if men or women needed support the agency could refer them to other services. There were often already-established staff relationships and networks, to which the contracted programme was added.

In contrast, another large agency with responsibility for programme delivery across multiple metropolitan sites (agency D, which we have already identified as holding its funding for this programme separate from other funds), interpreted its relationship with the department as essentially that of a principal/agent partnership (Stoker, 1998). It focused only on delivering the perpetrator group programme element despite the contract clearly stipulating a component of victim contact/outreach as a key component of service delivery. Unlike the other agencies studied here, agency D also showed less commitment to being a key partner in the local community domestic violence integrated system. It presented itself as more of a standalone “programme for hire” with no responsibility for linking into any integrated response. Where there was contact with women partners who required support this led to intra-organisational referrals (between departments in the agency or occasionally between agency branches in different locations) for women's support. In essence, the notion of an integrated response in this instance was operationalised in terms of intra-organisational referrals rather than through a community based partnership strategy. This approach was, of course, in part the result of the sessional facilitator employment practices of this agency which did not enable the men's programme facilitators to become part of a local community-based response.

Finally, all of the agencies were responsible for reporting to the State on male participants who breached attendance requirements and it was then local departmental corrective services that had the responsibility of addressing these breaches. It was, therefore, also concerning that at two sites, one metropolitan and one regional, the local department service was not a member of the regular meetings of the agencies that were held to coordinate service delivery for domestic violence victims in those areas. The participants included representatives of women's shelters and family and community/child protection support workers as recommended by the Duluth model held to underpin much of the service delivery. It also adds further to the lack of a coherent integrated response within the department, and importantly for outcomes, it contributes to inconsistencies across service delivery sites.

**Contractualism and quality assurance: the need for workforce development in contracted agencies and hollowed-out government departments**

A dilemma in this situation was that the familiarity of the department staff with staff in the chosen agencies at the time of offering the contracts led to an insufficient amount of detailed contractual negotiations and subsequent contract management and accountability, rather than too much, as is more commonly reported in the literature. This poor monitoring was then exacerbated by subsequent staff turnover in both the government department and the contracted organisations, without adequate succession planning or handover. Since the commencement of contracts, staff changes in both the department and the agencies meant that an initial underlying commitment to workforce development, trust and good-will were made
increasingly irrelevant. This is common in the human services in Australia, and in this situation it was particularly problematic for practice. Distant relations are fine to invite to a birthday party but not as the premise for effective contracting of human service programmes!

Although it is not an issue commonly discussed in the literature about service delivery, quality assurance, we suggest is important for commissioning departments to give increased attention to the implications for human resources within the department, the administrative burden of the resulting implementation strategies and the demands of the ongoing management of programmes.

The practices of the commissioned agencies in question varied in accordance with organisational culture as much as the distinctiveness of the model deemed to underpin each programme or the location of the agency. In terms of the effect on direct practice the evaluation showed that the pre-existing organisational cultures and practices for managing contracts directly impacted on the quality of services provided.

Attempts to identify the implications of different programme models in operation were confounded by the fact that, at an organisational level, agencies had differing arrangements and standards about who was recruited to conduct the programmes. Notwithstanding published standards of practice for domestic violence programmes, a range of professionals from differing disciplinary backgrounds were involved in the work and brought differing approaches to practice. In addition to variable employment practices, the level of experience, training and supervision varied considerably across agencies, adding further to the variation in programme practice. Those agencies that employed people on a longer term and permanent basis tended to have experience in domestic violence and exposed the workers to new training and developments as permanent members of staff. By contrast, those who were employed on casual contracts in some cases did have experience in working in domestic violence but this was not universal and opportunities for further development or even participation in case reviews or case conferences were not made evident during interviews with managers.

The variation that related to both organisational cultures and service delivery models raises questions about the discretion of agency managers responsible for the implementation of the contracts and individual practitioners working in these situations and, in particular, their interpretations of (organisational) policy and what constitutes good practice in domestic violence service delivery. This observation resonates with Lipsky's (1981) seminal analysis of “street-level bureaucrats”, even though in this case the street level bureaucrats were employees of non-government welfare agencies responsible for the implementation of State policy through their contracted organisation/employer. Evans' (2010) recent work highlighting the role of discretion amongst managers in welfare was starkly evident from the data we collected, highlighting wide variation in contract interpretation and consequently practice standards in programmes.

At the micro level of professional practice it is evident that there is professional discretion which practitioners have in their approach to their work (Evans and Harris, 2004; Evans, 2010). In running programmes for domestic violence perpetrators, there are choices that each practitioner makes between confronting, persuading, cajoling, and motivating clients towards some form of agreement with the basic goal of non-violence. The standards of practice which different workers may in reality adhere to also highlight the place of discretion. In this evaluation, some practitioners in agencies did not adhere to standards of practice associated
with female partner contact, some would consider this discretion, and others would view it as poor practice. Discretion is often restricted or bounded by the agency's standard of practice and these aspects of practice will be influenced by all of the above mentioned factors, as well as the discretion of the facilitators running the programme. Discretion is neither good nor bad, but in the case of domestic violence perpetrator programmes the issue of victim safety is paramount and some contact with victims should not be optional.

All of these intra-organisational factors, compounded by the discretion of managers and practitioners, demonstrate why variations occur between agencies with same mandates and responsibilities, and why the commissioning process will not necessarily produce similar practices and outcomes in implementation. In a context of limited quality assurance and monitoring by the agencies and the commissioning department, this can pose problems for people's safety. We have highlighted the issues that are typically emphasised in “implementation gap” and “street-level bureaucrat” analyses, but we have been at pains to emphasise the importance of capacity to monitor these issues by the commissioning department as being critical for any relationship between the department and the contracted agencies.

In terms of contract monitoring, these emerging variations in agencies' programmes were not identified either by the routine data collection processes (which were part of the contract requirements), or by monitoring of the agencies by the commissioning department. Careful monitoring and quality assurance did not seem to have occurred in the situations being investigated here, best characterised as distant relations. There was little expectation that agencies' practices would change at either the managerial or service delivery levels. Rather agencies signed the contracts and began provision of programmes with limited advice, interference or monitoring from the state. All of these aspects can cumulatively compromise the programme goal of promoting victim safety. However, as the contracts and the contracting out process did not involve sufficiently rigorous documenting of programme elements to be delivered, nor of programme outputs, there was considerable discretion for the agencies to implement the programmes. This meant that at a later stage insufficient evidence that the department could use to make a confident assessment of how the programme was promoting the safety of victims.

Given the current limited numbers of agencies available as potential contractors to deliver domestic violence services, and the lack of workers available to run the perpetrator programmes, the State was left at the mercy of the human services market, especially in rural areas, where the State had to purchase what was available. But we conclude that, despite the literature asserting that relational contracting is the most suitable mechanism for such situations as these, where services that are hard to quantify and assess or agency capacity to supply specialised services is limited, what was needed in this situation was greater specificity in the contract, as well as more carefully monitored implementation, to assure the safety of victims of violence.

Public servants in the commissioning departments, with limited experience in writing contracts, continue to be part of the teams responsible for the preparation of tenders and contracts in the human services. In the present study, there was strong evidence of a need for the commissioning department to develop performance agreements that have more clarity and precision about what constitutes contract compliance, the consequences of non-compliance and the scope and mechanisms for review or renegotiation of contract conditions. This is not an indictment of the applicability of relational contracting theory in all cases, but it is an
illustration of how the level of complexity of the programme/intervention being contracted is critical (not uncommon in human services) and the limitations of relationship building in the situation of depleted resources in government departments. Where this is the case, it points to a need to question the fashion for contracting-out as a cheap alternative to capacity development in the government departments.

**When distant relations undermine relational contracting and limit quality assurance**

A key to the various arrangements for service delivery observed in this study was whether the funded programme had been incorporated into the agency's core business or treated as a relatively discrete service delivery arrangement. A critical fact for an assessment of contractualism was the extent to which the agencies continued to operate in relatively autonomous ways. This was diametrically opposed to much of the critique of contracting out as being overly restrictive because of onerous reporting and accountability requirements.

In this case, incomplete contracting was not well managed by relational contracting, contrary to suggestions in the literature. Allowing agency discretion (by default), and the associated worker variability in service delivery, generated practices that raise concerns about compromising the quality of the service. In the particular case of domestic violence perpetrator programmes under investigation here, this is not just an issue of a policy implementation gap or professional discretion, but, most importantly a safety issue, where the knowledge of safety of victims and their children should not be left to worker or agency discretion.

Detailed contracts and contract monitoring can contribute to public accountability, but many authors in the literature express concern that it should not stifle innovation and appropriate use of discretion. However, the commissioning of relatively complex forms of service delivery to meet standards of practice which promote women's and children's safety cannot be easily addressed by only these relational commissioning activities in the absence of capacity development in the commissioning departments. A prerequisite is that commissioning managers need to be knowledgeable and well informed about the types of services they are commissioning in order that agencies contracted have appropriate staffing levels and qualifications to try and ensure programme standards and outcomes for service delivery are met.

Relational contracting practices did not help solve this problem, and indeed, we argue that they exacerbated it. In cases such as those investigated here where government department resources have been depleted, the preference for contracting community service agencies to deliver services continues highlights the need for greater specificity and monitoring in the contract arrangements, to potentially increase consistency and impose more precise standards of practice than were in evidence.

At a time where the significance of evidence based practice is understandably being emphasised, contracted out programmes pose a challenge to the development of such knowledge, as the contracted organisations will not be funded or necessarily see it as their role to open their programmes to the scrutiny of researchers. Thus community services generally, and domestic violence perpetrator programmes in particular, will struggle to develop a large scale and sound evidence base. In the particular case of domestic violence perpetrator programmes under investigation here, this is not just an issue of a policy
implementation gap but, most importantly a safety issue, where the knowledge of safety of victims and their children is patchy at best and unknown at worst.

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<thead>
<tr>
<th>Agency</th>
<th>Declared programme logic</th>
<th>Location</th>
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<tr>
<td>Agency A</td>
<td>Locally developed proprietary model</td>
<td>Metropolitan</td>
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<tr>
<td>Agency B</td>
<td>Locally developed proprietary model</td>
<td>Regional town</td>
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<tr>
<td>Agency C</td>
<td>Duluth model</td>
<td>Regional town</td>
</tr>
<tr>
<td>Agency D</td>
<td>Duluth model</td>
<td>Metropolitan</td>
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</table>

Table I: Service delivery context of agencies

Notes

1. Usually not-for-profit agencies.
2. The terms integrated community responses and multi-agency working have both been used here as they represent how these ways of working have been phrased differently in different countries.

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**Further Reading**


**Corresponding author**

Ed Carson can be contacted at: edgar.carson@unisa.edu.au