

Agreement for Services



National Telehealth Service

Provider Number: 933626

Agreement Number: 354219-00

The Parties

HER MAJESTY THE QUEEN IN RIGHT OF HER GOVERNMENT IN NEW ZEALAND (Ministry)
(acting by and through the Ministry of Health)

1 The Terrace, PO Box 5013

Wellington 6145

and

Homecare Medical (New Zealand) Limited Partnership (Provider)

2nd Floor, 110 Stanley Street, Grafton, P O Box 105-346

Auckland 1100

The Agreement

The Parties agree that the Provider will provide the Services on the terms set out in this Agreement. This Agreement sets out the Parties' rights and obligations.

The documents forming this Agreement are:

1. Schedule 1 - Contact, Services and Payment Details
2. Schedule 2 – The Services
3. Schedule 3 – Standard Terms and Conditions
4. Schedule 4 – Quality Specifications (if relevant)
5. any other Schedule
6. The Annual Plan referred to in clause 10 of Schedule 3

How to read this Agreement

In the event of any inconsistency, the following order of preference applies (unless expressly stated otherwise):

1. Schedule 1 - Contact, Services and Payment Details
2. Schedule 2 - The Services
3. Schedule 3 - Standard Terms and Conditions
4. Schedule 4 - Quality Specifications (if relevant)
5. any other Schedule
6. The Annual Plan referred to in clause 10 of Schedule 3

Acceptance			
In signing this Agreement each Party acknowledges that it has read, and agrees to be bound by, it.			
For and on behalf of the Ministry:		For and on behalf of the Provider:	
_____		_____	
(signature)		(signature)	
name:	Jill Lane	name:	Steve Boomert
position:	Director, National Services Purchasing	position:	Director
date:		date:	

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SCHEDULE 1 – Contact, Services and Payment Details

1 Details of this Agreement:

Agreement Start Date	14 September 2015
Agreement End Date	30 June 2025
Ministry Designated Representative	Grant Pollard
Ministry physical address	1 The Terrace, Wellington
Ministry postal address	P O Box 5013, Lambton Quay, Wellington, 6145
Ministry fax number	09 580 9195
Ministry phone number	04 496 2000
Ministry email address	
Provider Designated Representative	Andrew Slater
Provider physical address	110 Stanley Street, Grafton, Auckland, 1010
Provider postal address	P O Box 105-346, Auckland, 1100
Provider fax number	09 377 7826
Provider phone number	09 377 7827
Provider email address	

2 Details of all purchase units relevant to this Agreement

PU ID	Purchase Unit Description	Total Price (GST exclusive)	GST Rate %	Payment Type
MoH8027	National Telehealth Service	\$257,662,000	15%	CMS

Contract period	Payments (GST exclusive)	Annual Price (GST exclusive)
14 September 2015 to 30 June 2016		
1 July 2016 to 30 June 2017		
1 July 2017 to 30 June 2018		
1 July 2018 to 30 June 2019		
1 July 2019 to 30 June 2020		
1 July 2020 to 30 June 2021		
1 July 2021 to 30 June 2022		
1 July 2022 to 30 June 2023		
1 July 2023 to 30 June 2024		
1 July 2024 to 30 June 2025		

3 Price

- 3.1 The total maximum price we will pay for the Services you provide is specified above. All prices are exclusive of GST. However, the actual price we will pay you for the Services for any Contract period may be changed in accordance with other clauses in this Agreement.
- 3.2 The innovation funding is excluded from the Price and will be funded in accordance with clause 7 of Schedule 3.
- 3.3 The price includes payment for all overheads, expenses, and disbursements related to the Services.
- 3.4 You are responsible for all taxation and all ACC or other levies payable in regard to payments made and your provision of the Services.

4 Invoicing and payment

- 4.1 Subject to clauses 3.1, 4.5 and 5, we will pay you on the dates set out in the Payment Schedule below for the Services you provide in accordance with this Agreement in each invoice period, so long as we receive a valid GST tax invoice from you by the date specified in the Payment Schedule. If we do not receive an invoice from you by the date specified in the Payment Schedule, we will pay you within 20 Working Days after we receive the invoice.

Payments will be made by us on these dates	For invoices received by us on or before these dates	For Services provided for the invoice period
21 September 2015	15 September 2015	14 September 2015 to 31 December 2015
1 October	17 September	October – December
1 January	17 December	January – March
1 April	17 March	April – June
1 July	17 June	July – September

- 4.2 The invoice must meet all legal requirements, be in New Zealand currency, and contain the following information:
- (a) Provider name (legal entity name);
 - (b) Provider number (legal entity number);
 - (c) Provider invoice number;
 - (d) Agreement number;
 - (e) PU ID and description of the Services being purchased;
 - (f) dollar amount to be paid;
 - (g) period in which the Services were provided (invoice period);
 - (h) the date on which the invoice was issued;
 - (i) all GST due
 - (j) GST rate;
 - (k) GST number

- 4.3 Invoices are to be sent care of:
- Sector Operations
Private Bag 1942
Dunedin

- 4.4 We are not required to pay any invoices that you provide more than 6 months after the last day of the invoice period to which the invoice relates.
- 4.5 If we dispute an invoice or any part of an invoice, we will notify you within 10 Working Days of the date of receipt of the invoice by sending you a notice in accordance with clause 23.1 of Schedule 3. We will pay the portion of the invoice that is not in dispute. We may withhold payment of the disputed portion until the dispute is resolved.
- 4.6 Unless this Agreement specifically provides otherwise, you will not provide the Services under this Agreement to a person whom you know is not an Eligible Person. You must ensure that evidence of eligibility and place of residence of the Consumer is provided to you prior to any Services being provided if the Ministry reasonably requires you to do so by written notice in respect of a particular Service. You will use reasonable endeavours to ensure that you do not provide the Services to Consumers who are not in New Zealand at the time of accessing the Services.

5 Withholding of payments, overpayments, and amounts owed

- 5.1 If you are in default of any obligation under this Agreement then, without prejudice to any other remedies we may have, we may exercise our right in accordance with clause 24 of Schedule 3.
- 5.2 If you become aware that we have paid you more than you are entitled to for the Services you have provided, you must:
- (a) immediately notify us in writing of the overpayment; and
 - (b) repay us the amount of the overpayment within 10 Working Days of receiving a written request from us to do so.
- 5.3 If you owe us any amount under this Agreement, including if you are obliged to indemnify us pursuant to clause 19 of Schedule 3, we may set-off that amount against any amount that we owe you both now and in the future, or recover that amount as a debt due by you to us.

SCHEDULE 2 – Service Specification

1 Background

- 1.1 The Service is part of the broader health system and has the capability and capacity to ensure a seamless transition for Consumers from one service to another. Integration with other parts of the health system will be via: information technology systems enabling the transfer of appropriate information; clinical pathways and referral pathways ensuring the safe transition of Consumers between services; and trusting relationships with health partners to develop new pathways.
- 1.2 The Service will have the capability, behind the scenes, of enabling the Consumer regardless of the access method used to get to the definitive point of care or the appropriate information as quickly as possible, with the interaction system capable of handling numerous telephone numbers and channels within the same infrastructure.
- 1.3 The Service provides a Consumer centric service for both unplanned care and counselling services through a multi-channel approach, including: telephone triage and phone advice; text; email; phone applications; social media and web-based services. This allows a person to receive prompt triage, health advice, support, package of counselling care; information and sign-posting to appropriate services and care.
- 1.4 The purposes and objectives of the Service are to:
- (a) be a trusted part of the health care system that offers a confidential, reliable and consistent source of advice on health care in order to enable Consumers to manage their health care in an appropriate manner;
 - (b) facilitate the right person delivering the right care at the right time and at the right place;
 - (c) increase cost-effectiveness in the health care sector and reduce demand on other health services; and
 - (d) have the flexibility to adapt and develop over time to meet the changing needs of users and technology.

2 Relationship principles

- 2.1 In their relationship and dealings under this Agreement the Parties will be governed by the following principles:
- (a) work in a collaborative and constructive manner;
 - (b) act honestly towards each other and in good faith;
 - (c) communicate with each other clearly, openly and promptly;
 - (d) recognise that each of us is accountable to our respective and mutual clients and stakeholders;
 - (e) we acknowledge your right to maintain your clinical and business autonomy;
 - (f) you acknowledge that we are subject to, and must comply with, the strategic direction and policy directions of the Crown;
 - (g) a shared recognition of the value of each Party's skills and expertise;
 - (h) build on success and encourage creative approaches and solutions to achieve positive outcomes for Consumers and communities;
 - (i) a shared commitment to:

- (i) the delivery of high quality healthcare services
 - (ii) respecting and maintaining patient confidentiality; and
 - (iii) continuing quality improvement and innovative service development.
- (j) engagement in an annual planning process that facilitates continuous quality improvement and innovative service development, including reviewing and updating;
- (i) this Service specification; and
 - (ii) the standards and guidelines used by the Service.

3 Political neutrality

- 3.1 You must comply with the conventions relating to the political neutrality of the state sector, and agree that you will deliver the Services in a manner that is consistent with, and maintains, our actual and perceived political neutrality. Refer to the Standards of Integrity and Conduct, issued by the State Services Commissioner Code under the State Sector Act 1988, available on the SSC website.
- 3.2 We acknowledge that your obligation to perform the Services does not limit your ability to carry out any other activities. However, you must ensure that other activities outside the Services are clearly separate from, independent of and not in conflict with the Services.
- 3.3 If in doubt, you will consult with us on matters relating to political neutrality prior to taking any action that may contravene state sector political neutrality conventions.

4 Objectives of the Services

- 4.1 In providing the Services you must:
- (a) deliver Consumer-centred outcomes, supporting a holistic view of the Consumer's life;
 - (b) provide accurate information and guidance to Consumers through the use of robust pathways that have been approved for use in New Zealand in consultation with primary care providers, relevant medical advisors, iwi and Maori organisations;
 - (c) provide the Services in a non-judgmental, culturally-appropriate manner;
 - (d) integrate with local and regional health and injury support services;
 - (e) address the needs of a wide range of communities, including vulnerable families, new migrants and other communities that experience multiple social and economic disadvantages;
 - (f) promote (as appropriate) locally provided care and family/carer support;
 - (g) adapt and develop the Services over time to meet the changing needs of users and utilise up-to-date technology;
 - (h) implement innovative solutions to improve the Services; and
 - (i) engage with relevant community groups to facilitate the improvement of the Services.

5 Components of the service

- 5.1 You must provide each component of the Services described in clauses 6 to 20 in accordance with the requirements of this Schedule. Those Service components include:
- (a) clinical triage service including immunisation advice to the public;

- (b) poisons advice service;
- (c) stop smoking service;
- (d) depression counselling support service;
- (e) gambling counselling support service;
- (f) alcohol and other drug counselling support service;
- (g) ambulance secondary triage; and
- (h) directory of services.

6 Clinical triage service

- 6.1 You must provide a service ("**Clinical Triage Service**") that ensures all Consumers who require a clinical assessment receive such an assessment within an appropriate timeframe.
- 6.2 You must provide the Clinical Triage Service to all Consumers that require health information, whether they are symptomatic or asymptomatic.
- 6.3 The Clinical Triage Service must:
- (a) be supported by:
 - (i) the clinical decision support tool described in clause 25.1; and
 - (ii) the directory of services described in clause 19;
 - (b) use the clinical decision support tool to ask the Consumer a series of questions designed to ascertain the most appropriate advice and/or treatment path for the Consumer;
 - (c) clinically assess the Consumer, such assessment to focus on the urgency of the Consumer's symptoms or concerns;
 - (d) provide a customised response to the Consumer that takes into account if the Consumer has been transferred to the Clinical Triage Service from another health care service, where agreed between us;
 - (e) record injury-related information and provide injury prevention advice;
 - (f) provide the following services as appropriate, based on the assessment undertaken in accordance with paragraph (c):
 - (i) transfer or signpost a Consumer to emergency or urgent care services; or
 - (ii) provide information and/or advice to the Consumer about the treatment required by the Consumer; or
 - (iii) transfer, signpost or refer a Consumer to other health information services or face-to-face services and with the consent of the Consumer;
 - (g) provide a discharge summary detailing the Consumer's triage assessment to the service the Consumer is transferred, signposted or referred to where appropriate and with the consent of the Consumer;
 - (h) provide secondary triage for low acuity ambulance 111 calls via an agreed and appropriate transfer method that is consistent with best practice;
 - (i) assist Consumers to self-manage their care, as clinically appropriate;

- (j) provide advice on preventative care, including injury prevention; and
- (k) have the capacity and capability to:
 - (i) appropriately manage high demand; and
 - (ii) refer specific asymptomatic health information calls to an automated information message as appropriate.

7 Poisons advice service

7.1 You must provide a service ("**Poisons Advice Service**") that:

- (a) provides information and advice about acute poisoning and toxic chemical effects to the general public and to health professionals; and
- (b) addresses non-urgent queries about chronic exposure to poisons.

7.2 You must provide the Poisons Advice Service to all Consumers that require advice about potential harm to them or to a third party caused by ingesting, inhaling or coming into contact with a toxic substance.

7.3 The Poisons Advice Service must:

- (a) be contactable via at least one dedicated telephone number;
- (b) be staffed 24 hours a day, 7 days per week by specialist poisons staff ("**Poisons Advice Service Staff**");
- (c) have access to medical toxicologist advice 24 hours a day, 7 days per week;
- (d) provide safe, effective and appropriate poisons advice, transfer, signposting and referral pathways to Consumers and health professionals that contact the Poisons Advice Service either:
 - (i) via the Poisons Advice Service Staff;
 - (ii) via a medical toxicologist, if appropriate; or
 - (iii) via the Clinical Triage Service during times of high demand;
- (e) provide appropriate support to the Clinical Triage Service, if advice is being provided to Consumers and health professionals in accordance with clause 7.3(d)(iii);
- (f) enable health professionals that contact the Poisons Advice Service to speak directly with a toxicologist;
- (g) provide first-aid and prevention advice about poisons;
- (h) be proactive with health promotion / injury prevention messaging through collaboration with other providers including assisting other organisations with poisoning prevention campaigns through provision of best practice prevention advice for example Safekids, Plunket, Regional Public Health units;
- (i) have the capacity and capability to:
 - (i) warm transfer calls to other Service components within the Service as required; and
 - (ii) call back Consumers to provide further information and offer prevention advice;
- (j) incorporate and update relevant poisons information into the clinical decision support tool described in clause 25.1 on an on-going basis;

- (k) have mechanisms in place to:
 - (i) monitor poisoning statistics; and
 - (ii) identify emerging problems, trends, or prevention strategies;
- (l) provide ad hoc advice on emerging issues and topical subjects as requested by us;
- (m) review health fact sheets, web updates and prevention messages as requested by us;
- (n) provide toxicovigilance on product design and effective poisoning prevention to industry, consumers, manufacturers and other key stakeholders; and
- (o) maintain relationships with international poison centres to enable the Poisons Advice Service to keep up-to-date with new and emerging poisonous substance information and global trends.

7.4 As part of the Poisons Advice Service, you must provide and update a toxic substances database that:

- (a) contains information on all chemicals, medicines, plants and animals that you reasonably consider to be relevant to the database;
- (b) is suitable for use in New Zealand and refers to New Zealand brand names when relevant;
- (c) has treatment protocols that are New Zealand specific, for example any antidote recommended for the treatment of the poisoning must be available, registered for use, and when possible funded (as per the Pharmaceutical Management Agency New Zealand Pharmaceutical Schedule) in New Zealand.
- (d) is overseen, quality approved and kept up-to-date by a clinical review panel of appropriately qualified and New Zealand-registered health care professionals (including a medical toxicologist);
- (e) has the support, trust and confidence of the external clinical leadership group described in clause 44.3; and
- (f) can be accessed online by health care providers outside the Services.

8 Stop smoking service

8.1 You must provide a stop smoking service ("**Stop Smoking Service**") that:

- (a) delivers evidence-based stop smoking support to Consumers via telephone and other digital channels, as detailed in the Annual Plan or as otherwise agreed between the Parties in writing;
- (b) contributes to reducing the rates of smoking in New Zealand;
- (c) contributes to achieving the Government's goal of "Smokefree Aotearoa 2025";
- (d) motivates smokers who have previously been unsuccessful in quitting to re-engage in a quit attempt;
- (e) contributes to, and operates as part of, the Ministry's Tobacco Control Programme; and
- (f) contributes to reducing smoking rates of Maori and Pasifika to levels that are equivalent to the smoking rates of non-Maori and non-Pasifika.

8.2 You must provide the Stop Smoking Service to all Consumers that want to:

- (a) stop smoking; or

- (b) support a third party to stop smoking.

8.3 The Stop Smoking Service must:

- (a) provide a range of stop smoking options to Consumers;
- (b) be delivered in accordance with the "New Zealand Guidelines for Helping People to Stop Smoking" and with "Smoking Cessation Services Tier Level One Service Specification", or as revised;
- (c) triage Consumers into the stop smoking programme most suited to the individual Consumer. This could include services offered by other providers;
- (d) provide Consumers enrolled in the Stop Smoking Service with a tailored quit plan that includes a quit date and dates for follow-up;
- (e) ensure that the staff providing the stop smoking support to Consumers have completed or are completing all requirements to meet the national standard set by the Ministry and that staff continue to maintain the set standard;
- (f) provide advice to Consumers about how to access and use all approved stop smoking medications;
- (g) monitor Consumers' progress towards stopping smoking:
 - (i) at specific time intervals as specified in the "Smoking Cessation Services Tier Level One Service Specification", or as revised; and
 - (ii) by ensuring that Stop Smoking Service staff members make contact with Consumers at times that are convenient to the individual Consumer;
- (h) provide feedback on enrolment and treatment outcomes to organisations and individuals that refer Consumers to the Stop Smoking Service;
- (i) provide support via telephone and existing digital channels, and update the format of that support in accordance with new technology and evidence as detailed in the Annual Plan or as otherwise agreed between the Parties in writing;
- (j) use social media as appropriate;
- (k) administer the Quit Card Programme or similar programme that allows smoking cessation Consumers to get access to medication;
- (l) maintain the Directory of Services described in clause 19 with up-to-date information on stop smoking services; and
- (m) if the Consumer presents with health care issues outside the ambit of the Stop Smoking Service, transfer, signpost or refer Consumers to other Service components within the Service or to external healthcare providers as appropriate, if the Consumer gives his or her permission to the referral.

8.4 Third party face-to-face stop smoking services and the CRM

- (a) The Parties will work together to determine the additional incremental cost, if any, to develop the functionality in clauses 8.4 and 8.5, and will with good faith aim to fund the cost (if any) from the innovation funding as per clause 7 of Schedule 3.

- (b) Where the parties agree to fund the functionality under 8.4(a), you must develop web-based Customer Relationship Management system ("CRM") functionality that enables third party face-to-face stop smoking providers to:
 - (i) create, access and manage records for Consumers enrolling with the face-to-face stop smoking service;
 - (ii) enable management of each staff member's own Consumers, including the ability to create, track and manage smoking cessation Consumer appointments, send SMS text and reminders and generate letters or emails;
 - (iii) create and record a tailored quit plan that includes pre-quit sessions, a quit date, and multiple follow-up sessions for Consumers enrolled in the third party face-to-face stop smoking service;
 - (iv) monitor Consumers' progress towards stopping smoking, including reporting on carbon monoxide measurements, withdrawal symptoms, medication use and side effects;
 - (v) provide access to other digital channels for their Consumers, as appropriate;
 - (vi) provide feedback on treatment outcomes to referrers; and
 - (vii) provide real time reports that allow the third party face to face stop smoking service providers to monitor progress against their contractual requirements.
- (c) You must ensure that all third party face-to-face stop smoking service providers are able to access the CRM from any mobile and computer device.

8.5 Access to and use of the CRM for contract and performance monitoring and audit

- (a) You must ensure that the Ministry is able to access a portal on the CRM that will provide real time data on the performance of all the Stop Smoking Services.
- (b) If a stop smoking service is purchased by an agency other than the Ministry (e.g. a District Health Board), you must ensure that the service purchaser is able to access a portal on the CRM that will provide real time data on the performance of the service(s) purchased by that agency.

9 Services that relate to depression counselling, gambling counselling, and alcohol and other drug counselling support services

9.1 To provide the services described in clauses 10 to 17 you must:

- (a) unless paragraph (b) applies, provide a screening and short-term interventional counselling service to Consumers;
- (b) have the capability and capacity to be the primary provider of counselling services to Consumers located in locations where alternative counselling services are not available;
- (c) employ staff that:
 - (i) are appropriately qualified to provide counselling support services;
 - (ii) have a diverse range of age, cultural and other backgrounds; and
 - (iii) are able to effectively support Consumers to self-manage the issues affecting them;
- (d) deliver the services in a way that:
 - (i) supports the objectives of the Ministry's Rising to the Challenge Mental Health and Addiction Service Development Plan 2012-17; and

- (ii) complements the development and implementation of the Ministry's e-therapy framework;
- (e) ensure that there are effective links between the services and external face-to-face counselling services;
- (f) provide web, social media, and text message-based support to Consumers, as appropriate and as detailed in the Annual Plan or as otherwise agreed between the Parties in writing;
- (g) moderate your social media presence, as appropriate;
- (h) have the capability and capacity to promptly identify Consumers at immediate risk of harm (eg. risk of self-harm or attacking others), and manage the situation or escalate to an emergency service response as appropriate;
- (i) maintain the Directory of Services described in clauses 19 with up-to-date information on all treatment services relevant to the service line.

10 Depression counselling support service

10.1 You must provide a depression counselling support service ("**Depression Counselling Support Service**") that:

- (a) utilises proven behavioural support techniques and messages that are customised for the needs of individual Consumers; and
- (b) supports the achievement of relevant Ministry mental health strategies, including:
 - (i) the Youth Mental Health Project;
 - (ii) the Primary Health Care Strategy;
 - (iii) the Health of Older People Strategy;
 - (iv) New Zealand Suicide Prevention Action Plan 2013-2016;
 - (v) the National Depression Initiative; and
 - (vi) Like Minds Like Mine.

10.2 You must provide the Depression Counselling Support Service to all that require support either for themselves or for a third party for depression and/or anxiety.

10.3 The Depression Counselling Support Service must:

- (a) provide advice and support, and deliver counselling services, to Consumers that present to the Depression Counselling Support Service with depression and/or anxiety;
- (b) support HPA's online resources including "The Journal" and "The Lowdown";
- (c) provide support to people that access websites run by HPA eg. the National Depression Initiative (which includes "The Journal" and "The Lowdown");
- (d) have the ability to warm transfer Consumers to other services and to facilitate three way conversations as required; and
- (e) have the capability and capacity to provide support to Consumers following a civil defence emergency.

11 Gambling counselling support service

- 11.1 You must provide a gambling counselling support service ("**Gambling Counselling Support Service**") that:
- (a) utilises proven behavioural support techniques and messages that are customised for the needs of individual Consumers; and
 - (b) supports the Ministry's Preventing and Minimising Gambling Harm Strategy and Services plans.
- 11.2 You must provide the Gambling Counselling Support Service to all Consumers that want to minimise gambling harm either to themselves or to a third party.
- 11.3 The Gambling Counselling Support Service must:
- (a) triage Consumers in order to inform decisions about the support that individual Consumers require;
 - (b) provide advice and support as appropriate to Consumers about:
 - (i) the Consumer's gambling;
 - (ii) issues that the Consumer is experiencing as a result of another person's gambling; and
 - (iii) relapse prevention;
 - (c) provide behavioural support treatment to Consumers as appropriate;
 - (d) provide ongoing call-backs to Consumers as appropriate, with the same staff member making all call-backs to a Consumer where reasonably practicable;
 - (e) respond appropriately to general enquiries about gambling harm concerns;
 - (f) input information into the Ministry's Client Information Collection data system which captures Consumers' experiences of gambling treatment.

12 Alcohol and other drug counselling support service

- 12.1 You must provide an alcohol and other drug counselling support service ("**Alcohol and Drug Counselling Support Service**") that:
- (a) facilitates access to appropriate support and treatment for those who experience problems with alcohol consumption and other drug use;
 - (b) utilises proven behavioural support techniques (such as brief interventions) and messages that are customised for the needs of individual Consumers;
 - (c) contributes effectively to limiting the harmful effects of alcohol and other drug consumption;
 - (d) supports relevant strategies of the Ministry and other government agencies, including the Rising to the Challenge services development plan, the National Drug Policy and the Health Promotion Agency's Early Intervention Addiction Plan 2013-2017; and
 - (e) supports campaigns aimed at minimising the harm associated with alcohol.
- 12.2 You must provide the Alcohol and Drug Counselling Support Service to all Consumers that want to minimise harm from alcohol and or other drugs either to themselves or to a third party.
- 12.3 The Alcohol and Drug Counselling Support Service must:

- (a) provide appropriate advice, harm reduction information, screening, assessment, brief intervention practices, counselling and support to Consumers, including those that contact the Alcohol and Drug Counselling Support Service and are concerned about their own or another individual's alcohol or other drug problem;
- (b) provide appropriate advice and support to health professionals that contact the Alcohol and Drug Counselling Support Service because they are concerned about a client's alcohol or other drug problem;
- (c) facilitate access to appropriate support and treatment for Consumers that contact the Alcohol and Drug Counselling Support Service;
- (d) provide and promote separate access points for Maori, Pasifika and youth, as detailed in the Annual Plan or as otherwise agreed between the Parties in writing;
- (e) maintain the Directory of Services described in clauses 19 with up-to-date contact and referral information for alcohol and other drug services accessible by Consumers and health professionals;
- (f) provide a call-back service to Consumers using phone, text and on-line channels;
- (g) provide interim support to Consumers in situations where there is a delay in the Consumer being able to access support and treatment in accordance with clause 12.3(c);
- (h) provide relapse prevention support to Consumers who have completed treatment
- (i) provide resources that contain reliable and credible information and advice on alcohol and other drugs as agreed annually with the Ministry and the Health Promotion Agency; and
- (j) have the capability and capacity to provide appropriate advice, support and assistance on new and emerging alcohol and drug use behaviours and alert the Ministry to these as soon as a pattern of use is observed.

13 Connectivity with other services

- 13.1 You must develop working relationships with other health sector organisations in accordance with clauses 14 to 18.

14 Ambulance services

- 14.1 The Ministry jointly funds Ambulance Services with ACC.
- 14.2 You must develop a close working relationship with both St John New Zealand and the Wellington Free Ambulance ("**Ambulance Services**").
- 14.3 As part of that relationship you must:
- (a) provide call-handling services that complement equivalent services provided by the Ambulance Services;
 - (b) use a triage tool that:
 - (i) complements and is integrated with equivalent services provided by the Ambulance Services;
 - (ii) incorporates a protocol agreed between you and the Ambulance Services that sets out:
 - how calls will be transferred between the Service and the Ambulance Services; and

- a robust service escalation plan;
- (iii) aligns with appropriate ProQA determinants for transfer to secondary triage
- (iv) includes a secondary triage service that:
 - is based on proven international models; and
 - aligns with the Ambulance Services' systems in order for Consumers to receive equivalent levels of service and advice;
- (c) have in place a common directory of services (as delivered under clause 19) and shared clinical pathways for common presenting conditions;
- (d) have in place a joint service improvement programme with the Ambulance Services;
- (e) have in place a joint communication and media management protocol with the Ambulance Services.

15 IMAC

15.1 The Immunisation Advisory Centre (IMAC) was established in 1997 as part of the University of Auckland.

15.2 IMAC leads and supports activities to provide:

- (a) independent, factual information based on international and New Zealand scientific research regarding vaccine-preventable diseases and the benefits and risks of immunisation
- (b) information and training for health professionals
- (c) national immunisation coordination
- (d) policy advice and research into many aspects of vaccines and vaccine-preventable diseases.

15.3 You must:

- (a) answer all calls from members of the public who are seeking advice on immunisation;
- (b) ensure that staff responding to these calls are appropriately trained and credentialed, and that training materials are appropriate and up to date;
- (c) transfer complex queries arising from these calls to IMAC specialists, either by warm transfer or sending details for a call-back to IMAC specialists.

16 ACC

16.1 The Accident Compensation Corporation (ACC) is a Crown entity governed by the Accident Compensation Act 2001. ACC provide comprehensive, no-fault personal injury cover for all New Zealand residents and visitors to New Zealand.

16.2 ACC leads and supports activities to:

- (a) prevent injury
- (b) make sure people can get treatment for injury, if it happens
- (c) help people get back to everyday life as soon as possible.

16.3 You must:

- (a) have the capability and capacity to transfer telephone calls from Consumers to ACC's helpline, as appropriate;
- (b) ensure that all relevant staff understand the services that ACC provides to injured people; and
- (c) provide information, as appropriate, to Consumers to enable them to access ACC services.
- (d) work with ACC to develop appropriate injury clinical pathways for incorporation into advice provided to Consumers and the clinical triage software, as appropriate and agreed by the relevant Clinical Governance forums.

17 Plunketline

- 17.1 PlunketLine is a toll-free helpline which provides: advice and information on parenting issues; and child health and wellbeing. The service is available to all families, whānau and caregivers 24 hours a day, seven days a week.
- 17.2 You must have protocols in place to manage appropriate call transfers between the Clinical Triage Service and Plunketline services to ensure that Consumers receive appropriate and safe advice.

18 HPA

- 18.1 Health Promotion Agency (HPA) is a Crown entity established by the New Zealand Public Health and Disability Amendment Act 2000. HPA was formed on 1 July 2012. HPA is funded from Vote Health, the levy on alcohol produced or imported for sale into New Zealand, and part of the problem gambling levy.
- 18.2 HPA leads and support activities to:
 - (a) promote health and wellbeing and encourage healthy lifestyles;
 - (b) prevent disease, illness, and injury;
 - (c) enable environments that support health and wellbeing and healthy lifestyles; and
 - (d) reduce personal, social, and economic harm.
- 18.3 You must work in partnership with the HPA to develop, implement and operate a marketing and service promotion plan in respect of the Services, as per clause 29.
- 18.4 You will ensure that the HPA has access to any information it requires in order to work with you in accordance with clause 18.3.

19 Directory of services

- 19.1 You must provide a directory of services ("**Directory of Services**") that is:
 - (a) kept up to date;
 - (b) accessible by your Staff;
 - (c) accessible by the wider health and disability sector;
 - (d) accessible by ambulance services; and
 - (e) directly accessible by members of the public, via the Service's website.

- 19.2 The Directory of Services is a living document that is applicable to and used by all components of the Service. The Directory of Services must include (but not be limited to) information regarding the following:
- (a) general practices, accident and medical centres, pharmacies;
 - (b) District Health Board services and all services funded by the Ministry of Health;
 - (c) Other Government organisations, including ACC and MSD; and
 - (d) contact and referral details for other services including face-to-face to which parts of the Services signpost or refer Consumers.
- 19.3 You must provide the following information about the services in the Directory of Services to members of the public:
- (a) contact information;
 - (b) hours of operation;
 - (c) range of services offered;
 - (d) location of the service;
 - (e) options for accessing the service; and
 - (f) fee structure (where applicable)
- 19.4 Where applicable and where the information is available, your staff must provide the following information about the services listed in the Directory to Consumers:
- (a) what the wait times are to access those services; and
 - (b) whether they are receiving new clients

20 Pandemic, health emergency management and business continuity

- 20.1 You will cooperate with the Ministry in planning for the provision of the Services in the event of a pandemic or other local or national emergency, whether a declared state of emergency or not, which requires a health response, including:
- (a) Links with the appropriate forums, including:
 - (i) Ministry's Director of Emergency Management;
 - (ii) Ministry's Communicable Diseases team;
 - (iii) DHBs Emergency Managers
 - (iv) National and local civil defence groups
 - (v) Institute of Environmental Science and Research
 - (b) delegations and basic processes in your operations manuals to provide senior shift supervisors with guidance and latitude to respond appropriately
 - (c) appropriately skilled clinical staff to liaise with the Ministry to support the development of guidelines and information for the public and clinical staff in line with Ministry in response to emerging emergencies or public health threats
 - (d) cross trained staff able to be deployed as part of an emergency response
 - (e) a single point of contact via email and phone to be notified or contacted by the Ministry's emergency management team for health emergencies

- (f) monitoring and analysis of calls to aid recognition of emerging disease outbreaks (for example measles) and provide appropriate notification and information to the Ministry including access to the Service data warehouse
- (g) integrating with other government services including the 0800 Government Helpline
- (h) pathways for clinical staff to access specific advice or guidance in the event of a health emergency, such as the dedicated general practitioner advice line provided during the H1N1 pandemic
- (i) a base call script that can be quickly tailored for the specific health emergency
- (j) web site capability to rapidly tailor and publish information on the health emergency

20.2 The delivery of Services outside existing capacity, required in the event of a pandemic or other local or national emergency is not part of this Agreement.

20.3 You will ensure the Service has appropriate business continuity and disaster recovery plans in place such that the Service continues to operate, including:

- (a) a disaster recovery and business continuity plan (including appropriate testing and exercising) in place and ready to activate in the event the Service is interrupted
- (b) established goal recovery times and maximum acceptable disruption timeframes, as per ISO 22301:2012 Societal Security – Business Continuity Management Systems – Requirements, appropriate for the acuity of the different service components, including an ability to triage and prioritise the services depending on the emergency, agreed with the Ministry
- (c) access to additional staff available to provide emergency cover or surge staffing at short notice
- (d) capability for remote working and ability to create virtual call centres

21 Service access

21.1 The Services must:

- (a) be available 24 hours a day 7 days a week;
- (b) be free of charge;
- (c) accept, free of charge, all phone calls from landline and mobile phones in New Zealand;

21.2 You must provide the Services via the following media as appropriate or as specified in this Schedule:

- (a) telephone;
- (b) text message
- (c) email
- (d) easily accessible online tools and information;
- (e) mobile phone applications;
- (f) online chat;
- (g) self-guided e-therapy; and
- (h) social media.

21.3 You must:

- (a) work with vulnerable, rural and hard to reach communities to improve those communities' access to the Services; and
- (b) use different and emerging media as appropriate to deliver the Services in order to improve Consumers' access to the Services.

22 Contact centre functionality

22.1 You must operate a contact centre to facilitate the provision of the Services ("**Contact Centre**").

22.2 The Contact Centre must:

- (a) be operated from a physical base in New Zealand;
- (b) have the capacity and capability to allow staff to work virtually within the Contact Centre;
- (c) have processes in place to minimise inappropriate call transfers within the Service
- (d) be staffed by:
 - (i) appropriate numbers and ratios of Staff to manage service demand across the Services; and
 - (ii) Staff that have the appropriate qualifications and skills to efficiently direct Consumers to either the appropriate Service or to appropriate advice;
- (e) operate a multi-channel platform that:
 - (i) has the ability to queue Consumers to appropriately qualified staff;
 - (ii) recognises phone numbers that are associated with the Service components and assigns the Consumer's call to the appropriate Service;
 - (iii) adapts to meet demand, both across the Services as a whole and within the individual component Services;
 - (iv) integrates with all internal systems used by the Services;
 - (v) re-prioritises the queue of Consumers, when appropriate, to give priority to urgent categories of calls;
 - (vi) enables Consumers and, if appropriate, Consumer information, to be warm transferred to a different staff member;
 - (vii) reminds staff to contact Consumers, as required;
 - (viii) enables the active use of user trend data to improve Consumers' experiences;
 - (ix) incorporates a quality management system that is designed to ensure that Consumer and stakeholder needs, and statutory and regulatory requirements, are met;
 - (x) has the ability to robustly test and implement varied or new services at short notice;
 - (xi) has a procedure to manage hoax or non-interactive calls; and
 - (xii) uses appropriate keyword screening mechanisms to identify risks and situations where Consumers require urgent assistance across all media used to deliver the Services.
- (f) operates a platform that can be configured to
 - (i) enable Consumers to access the Services without voice prompt messaging where appropriate (eg. Alcohol and Other Drug counselling);
 - (ii) use a voice prompt message where appropriate (eg. Clinical Triage), with a maximum of two steps of voice prompt messaging to:
 - channel Consumers to the appropriate source of information;

- provide information to asymptomatic Consumers seeking general advice; and
 - provide specific messages during emergency events.
- (iii) use a queuing message appropriately in times of high demand.

23 Exit criteria for Consumers

23.1 You must cease providing the Services to a Consumer when, as appropriate in the circumstances:

- (a) appropriate advice and/or care has been provided to a symptomatic Consumer;
- (b) appropriate health information has been provided to an asymptomatic Consumer;
- (c) counselling support has reached an appropriate conclusion; or
- (d) the Consumer is referred to another health care service.

24 Maori health and other cultural requirements

24.1 You must deliver the Services in a way that:

- (a) integrates Maori, Pacific and other cultural values, beliefs and practices; and
- (b) provides appropriately for, and supports access of the Services by, different communities in New Zealand, including Maori, Pasifika, Asian, high risk, high need, rural, and disabled communities.

24.2 You must set up a Maori and Pasifika advisory group, and must consult with that group in order to develop a strategy to achieve equitable outcomes for those groups.

25 Clinical decision support tool

25.1 You must use a clinical decision support tool to support your provision of the Services that:

- (a) is internationally recognised and supported;
- (b) is consistent with New Zealand and international best clinical practice standards;
- (c) delivers consistent outcomes through robust pathways; and
- (d) is approved by the clinical governance group described in clause 44.2.

26 Support services

26.1 You must provide the following support services:

- (a) a telephone helpline that:
 - (i) provides technical support for the communications system, network computers and software used to provide the Services;
 - (ii) allows for faults to be reported;
 - (iii) is available 24 hours a day, 7 days a weeks;
 - (iv) assists you to reach a goal of zero down-time for the communications system, network computers and software used to provide the Services
- (b) up-to-date information on government health policies that are relevant to the Services, including policy changes regarding:

- (i) access criteria;
 - (ii) user part-charges; and
 - (iii) eligibility for Community Services Cards and other relevant services
- (c) access to interpreter services 24 hours a day, 7 days a week.

27 Workforce

27.1 You must ensure that:

- (a) Staff providing the Services are appropriately qualified, including the requirements set out at clause 8.6 and 8.7 of Schedule 3 and any other requirements set out in this Agreement;
- (b) health care professionals providing the Services are registered in New Zealand with the appropriate professional authority, and hold a current New Zealand practising certificate;
- (c) Staff have an appropriate range of ages and backgrounds (both cultural and otherwise);
- (d) an appropriate credentialing process is provided for all clinical Staff; and
- (e) staff receive clinical supervision as appropriate

27.2 You must provide all training to staff that is necessary to enable you to provide the Services, including any specific training set out in this Schedule, including provision of training to staff on:

- (a) how to effectively support Consumers with complex needs; and
- (b) when it is appropriate to transfer Consumers to different staff members

27.3 You must have an ongoing programme for workforce development that includes:

- (c) a performance development and appraisal system for all Staff that:
 - (i) ensures on-going competency, including for clinical leaders and directors;
 - (ii) meets the requirements of the Health Practitioners Competence Assurance Act 2003 for Staff that are nurses and other registered health professionals;
 - (iii) meets the requirements of the New Zealand Association of Counsellors' Code of Ethics for Staff that are counsellors
- (d) access to continuing education that:
 - (i) supports the enhancement of clinical practice and delivery of the Services; and
 - (ii) ensures that Staff practices are safe and reflect recent developments in service delivery;
 - (iii) ensures Consumer privacy legislation and regulations are understood and respected; and
 - (iv) ensures obligations under the Code of Health and Disability Services Consumers' Rights are met
- (e) cross-training of appropriately skilled Staff;
- (f) support and advice for Staff ensuring that:
 - (i) peer support is available 24 hours a day 7 days a week to Staff that provide the Services described in clauses 6 to 17;
 - (ii) staff who provide the Services described in clauses 6 to 17 have a clear understanding of what is beyond their scope of practice;

- (iii) policies and procedures are in place for Staff that provide the Services described in clauses 6 to 17 remotely to ensure:
 - the safety and wellbeing of those Staff; and
 - the quality of the advice being provided to Consumers by those Staff;
- (g) On-going education provided as appropriate on:
 - (i) clinical practice and telephone triage;
 - (ii) Immunisation Handbook and the Pharmaceutical Management Agency New Zealand Pharmaceutical Schedule, National Immunisation Schedule section;
 - (iii) information technology and information management system and processes;
 - (iv) general maintenance systems and processes;
 - (v) decision support and non-clinical software;
 - (vi) cultural competencies required to provide the Services appropriately to Maori and other cultural groups;
 - (vii) current and topical health issues;
 - (viii) computer and keyboard skills;
 - (ix) ACC services and other relevant external services
- (h) Staff induction and orientation programmes, including mentor programmes or similar; and
- (i) Measuring Staff satisfaction within 6 months of service commencement, and at least annually thereafter.

28 Website

- 28.1 You must provide a website that complies with the requirements set out in this clause.
- 28.2 You must work with us, and other relevant parties including the Health Promotion Agency, to develop a website that is consistent with the marketing and service promotion plan described in clause 29.
- 28.3 The website must:
- (a) comply with New Zealand accessibility and usability web standards, including those that relate to disabled people;
 - (b) incorporate appropriate privacy and security safeguards, as appropriate in accordance with clause 35, that:
 - (i) protect users' personal information from unauthorised access; and
 - (ii) minimise data loss in the event that all or part of the website is compromised;
 - (c) provide a platform for Consumers to access the Services via online chat;
 - (d) provide a robust solution that is portable and can be easily adapted to meet changing needs and methods of user access;
 - (e) provide links to other trusted sourced of health, injury, disability and social sector information;
 - (f) include resources that contain reliable and credible information and advice;
 - (g) be able to be transferred to an alternate platform nominated by us at the End Date
- 28.4 You must utilise usage data to enable continuous improvement of the website and its contents.

- 28.5 You must undertake an annual assessment of the website to ensure that it complies with New Zealand accessibility and usability web standards, such assessment to be carried out in accordance with the self-assessment guidance issued by the Department of Internal Affairs.

29 Marketing and service promotion

- 29.1 You must work with us, and other relevant parties including the ACC and the Health Promotion Agency, to develop a phased marketing and service promotion plan ("**Marketing and Service Promotion Plan**").
- 29.2 The Marketing and Service Promotion Plan will inform:
- (a) the marketing promotion and strategy for the periods:
 - (i) up to Go Live
 - (ii) From Go Live to 30 June 2016
 - (iii) On-going
 - (b) future roles and responsibilities for the delivery and timing of marketing and service promotion;
 - (c) the budget for the delivery of marketing and service promotion;
 - (d) incorporate key activities, including opportunities in the online environment;
 - (e) the reporting requirements for marketing and service promotion; and
 - (f) Planned marketing and service promotion activities for inclusion in the Annual Plan
- 29.3 The marketing and service promotion plan will be refreshed every 3 years or as detailed in the Annual Plan or as otherwise agreed between the Parties in writing after consultation with other relevant parties to ensure it delivers the most appropriate strategy to meet the needs of Consumers and the Services.
- 29.4 The marketing and service promotion plan must reflect the following vision and objectives:
- (a) integration with local and regional health, injury services and other relevant organisations;
 - (b) timely access to healthcare advice and support;
 - (c) evidence-based and innovative approaches that can adapt to changes to technology and public demand;
 - (d) national and regional marketing opportunities that are cost-effective;
 - (e) specific approaches to engage effectively with a wide range of communities, including communities that are at-risk or hard to reach;
 - (f) the use of a wide-range of channels to access the Services, including digital channels;
 - (g) building trust in the Services.

30 Information / Health Education resources

- 30.1 You must work with us, and other relevant parties including the Health Promotion Agency, to:
- (a) review existing resources that are relevant to the Services; and
 - (b) produce new resources that are required, in accordance with the Marketing and Service Promotion Plan.

- 30.2 All resources developed in accordance with clause 30.1 must be:
- (a) made available online, and comply with the NZ web standards (www.webtoolkit.govt.nz);
 - (b) developed in an appropriate way, and support Government policy;
 - (c) Adhere to the procedures set out in the Ministry's National Guidelines for Health Education Resource Development in New Zealand. The procedures include a requirement to send a pre-production copy of the resource in the Ministry for approval. We undertake to provide you with our comments within ten working days following receipt of the pre-production copy; and
 - (d) The procedure in clause 30.2(c) does not apply to technical advice to professionals, newsletters or policy documents.

31 Compliance with National Health Information Technology Plan

- 31.1 You must:
- (a) deliver the Services in accordance with the National Health Information Technology Plan; and
 - (b) where appropriate, integrate to information technology solutions developed by us, District Health Boards, primary health organisations and other health care organisations.
- 31.2 You must deliver the Services by using information technology systems that:
- (a) reflect the needs of Consumers and enable you to provide quality care to those Consumers;
 - (b) enhance the usefulness and connectivity of the Service's information and communication systems;
 - (c) include a single customer relationship management system to support the Services;
 - (d) enable you to use new models of care to provide the Services;
 - (e) are responsive to the needs of your Staff;
 - (f) consistently structure and code data from the point of entry;
 - (g) make data available for population health and service data analysis;
 - (h) appropriately link to relevant regional and national health information systems;
 - (i) are standards based, interoperable and extensible;
 - (j) enable you to implement new services and channels at a linear cost; and
 - (k) are scalable to support increased demand.

32 Interoperation with other systems

- 32.1 The information technology systems that you use to deliver the Services must be able to interoperate with relevant information technology systems in the health sector, in accordance with HISO standards.
- 32.2 You must work with us and the wider health sector to co-develop the relevant HISO standards for vendor neutral integration with provider portals, regional and national clinical data repositories, and the clinical data repository record locator service.
- 32.3 **Release 1.1:** From the Go-Live Date you must:

- (a) interoperate with the National Health Index system to acquire National Health Identifiers and validate addresses where appropriate and sufficient information is given by the Consumer;
- (b) where a NHI is acquired, interoperate with the National Medical Warnings system to display those medical warnings to your staff;
- (c) at the conclusion of a Consumer interaction, and with consent of that Consumer, provide a summary of the care given to their GP or other agreed provider that is reachable by the HL7 messaging system;
- (d) upon referral of a Consumer to an external provider provide a referral document to that provider if appropriate, and with the consent of that Consumer, where that provider is reachable by the HL7 messaging system;
- (e) host a clinical data repository that holds call summaries, referral documents and other information about Consumers and their interactions with the Service;
- (f) review and implement the draft standard for delivery of PDF and HL7 Clinical Document Architecture (CDA) documents via HL7 messaging, provided the HL7 messaging system and GP patient management systems are compatible with this;
- (g) integrate with the eSAM address lookup web service.

32.4 Release 1.2: Within 12 months of the Go-Live Date you must:

- (a) work with the Ministry to define call summary and electronic referral formats for the Service, developed as HISO standards, that can be used to share information with other health sector providers;
- (b) work with District Health Boards to develop interfaces between your information technology systems and regional clinical data repositories and provider portal systems;
- (c) extend your clinical data repository to provide dynamically generated CDA documents conforming to HISO standards for both new and existing interactions, and provide a standards conformant web service interface that enables patient portals and provider portals and regional clinical workstation systems to access those documents securely;
- (d) provide the capability to support the HISO approved standards to permit mobile applications to interact with your clinical data repository;
- (e) complete a pilot of accessing one regional clinical data repository, and ascertain the impact on call flows and call quality, and provide information on the critical information accesses that directly result in improved Consumer outcomes, using publically available application programming interfaces (APIs);
- (f) undertake a trial integration with the South Island clinical data repository record locator service, as well as integration with the Health One provider portal to develop an understanding on use of a clinical data repository record locator service for both finding clinical documents in other systems and posting information about content in your own clinical data repository for the benefit of other information systems;
- (g) work with the national clinical data repository record locator service implementation project from an early stage in preparation to integrate with the service as a cornerstone user;

- (h) integrate your service directory to the Health Provider Index (HPI) such that the provider identities in your system are HPI identities.

32.5 **Release 2 and beyond:** Integrate to specified national or regional systems as they become available (anticipated within 2.5 years), using funds from the innovation funding as defined in clause 7 of Schedule 3:

- (a) after the National Record Locator Service becomes available, integrate your clinical data repository to that service, indexing the documents that you hold for your Consumers, and thereby allowing any solution that integrates to the National Record Locator Service to see the existence of those documents, and access those documents from you;
- (b) after the National Record Locator Service becomes available, integrate your CRM solution to that service, allowing your staff to see the existence of clinical records across the varied repositories, and allowing your staff to view those documents;
- (c) implement HISO standards for e-referral addressing, content and transport protocols in order to exchange referral requests and responses interoperably with other provider systems;
- (d) integrate with regional and national clinical data repositories in order to share health summaries, event summaries (including referrals, clinical assessments, discharge summaries, maternity care summaries and ambulance care summaries) and other clinical documents with other health sector providers.

33 Standards and architecture

33.1 You must implement information technology systems that support and conform to:

- (a) HISO standards;
- (b) business continuity requirements under ISO 22301 (Social Security – Business Continuity Management Systems – Requirements);
- (c) HL7 Clinical Document Architecture (CDA);
- (d) standard clinical data repository and record locator service interfaces;
- (e) standardised eReferral interface;
- (f) ecosystem that supports personal health apps and mobile clinical apps;
- (g) SNOMED CT, including being affiliated to our national release centre for SNOMED;
- (h) Infrastructure as a Service requirements;
- (i) RealMe login and identity verification services, where appropriate; and
- (j) national web standards for accessibility and usability.

34 Infrastructure

34.1 You must bear the cost of any infrastructure, including capital purchases, required to provide the Services.

34.2 Any such infrastructure will remain your property after the End Date.

35 Privacy and security

- 35.1 You must implement information technology systems that protect the privacy of Consumers and the security of Consumers' information.
- 35.2 You must:
- (a) ensure that all aspects of the information technology systems that you implement protect Consumers' information in accordance with the Privacy Act 1993 and the Health Information Privacy Code 1994;
 - (b) undertake privacy impact assessments as appropriate or as required by us;
 - (c) implement security reviews and penetration tests;
 - (d) only use information technology systems that have obtained appropriate certification;
 - (e) anonymise Consumers' personal information where appropriate, and as required by the Privacy Act 1993 and the Health Information Privacy Code 1994;
 - (f) incorporate authentication, role based access control and auditing processes into your information technology systems; and
 - (g) comply with the National Health IT Board's draft Principles for Health Information Governance Framework.

36 Collection of Consumer information

- 36.1 You must:
- (a) comply with the Privacy Act 1993 and the Health Information Privacy Code 1994 at all times when providing the Services;
 - (b) seek a Consumer's consent to the collecting, recording, use and disclosure of his or her personal information within the components of the Service or to external service providers;
 - (c) comply with the Privacy Act and the Health Information Privacy Code where a Consumer's health information is provided to other health services;
 - (d) respect the right of a Consumer to remain anonymous;
 - (e) document, in line with best practice, a record of care and/or advice provided to Consumers including, where appropriate, recordings of telephone conversations or other interactions with Consumers;
 - (f) respect a Consumer's right to access and correct information held about him or her; and
 - (g) retain health information collected in the course of providing the Services in accordance with the requirements of the Health (Retention of Health Information) Regulations 1996.

37 Privacy/informed consent policy:

- 37.1 You must implement a policy on informed consent for the use of personal information that:
- (a) complies with the Privacy Act 1993 and the Health Information Privacy Code 1994;
 - (b) sets out the requirements specified in clause 35.2 and 36.1;

- (c) includes a "break glass" emergency protocol which facilitates access to a Consumer's personal information where (in accordance with the Privacy Act and the Health Information Privacy Code) there is a risk of serious danger to public health or safety or to the life or health of an individual; and
- (d) includes a procedure for auditing and reviewing the use of the "break glass" emergency protocol.

37.2 Before the Go-Live Date you must undertake a privacy risk impact assessment in order to inform the service's privacy and security safeguards.

38 Quality standards

38.1 You must deliver the Services in accordance with the quality standards that we reasonably notify you of, including but not limited to:

- (a) New Zealand Health and Disability Service Standards (NZS 8134);
- (b) applicable Telehealth Standards (eg. updated Nursing Council standards)
- (c) appropriate information technology standards, as set out in clause 33;
- (d) New Zealand Government web standards;
- (e) ISO 9001 certification, or equivalent;
- (f) Addiction Practitioners' Association Aotearoa-New Zealand Incorporated – Addiction Intervention Competency Framework for professionals specialising in problem gambling, alcohol and drug intervention; and
- (g) The Code of Health and Disability Services Consumers' Rights.

38.2 You must ensure that Staff adhere to professional standards at all times when providing the Services by:

- (a) randomly assessing Staff interactions with Consumers to determine if the interaction was handled appropriately;
- (b) monitoring advice given by Staff to Consumers for:
 - (i) quality; and
 - (ii) consistency with accepted professional practice;
- (c) conducting satisfaction surveys of Consumers and the wider health sector to ensure that the Services are:
 - (i) meeting Consumers' needs and expectations; and
 - (ii) making appropriate referrals for Consumers to be treated by the wider health sector;
- (d) putting in place a mechanism to update guidelines and protocols as appropriate, including if Consumers' needs and expectations are not being met in accordance with subclause (c)(i).

39 Continuous Quality Improvement

39.1 You must collect high quality data in a timely and consistent way to facilitate the identification of opportunities for continuous improvement of the Services and increase your responsiveness to specific groups and Consumers.

- 39.2 You must carry out appropriate monitoring and review of Service delivery, and use the review process as a coaching tool to promote continuous Service improvement and professional development.

40 Incident management

- 40.1 You must have a robust incident management policy that:

- (a) is consistent with best practice;
- (b) is consistent with the Health Quality and Safety Commission's National Reportable Events Policy 2012 ("**National Reportable Events Policy**"); and
- (c) reflects relevant policies developed by your clinical governance group.

- 40.2 The incident management policy must be based on a philosophy of openness and transparency and must, at a minimum, include:

- (d) an incident reporting system;
- (e) a baseline risk analysis and mitigation strategy for each component of the Services; and
- (f) a process to allow for ongoing learning and improvements to the Services resulting from reported incidents.

- 40.3 You must:

- (a) establish an incident management group for each reportable event;
- (b) utilise the Health Quality and Safety Commission's Severity Assessment Criteria matrix;
- (c) undertake a root cause analysis for every clinical incident with a Severity Assessment Code ("**SAC**") rating of 1 or 2, including utilising the Practical Guide published by the Health Quality and Safety Commission; and
- (d) where appropriate, incorporate feedback from the incident management process into your policies and clinical guidelines.

41 Management of reportable events

- 41.1 You must, using the Health Quality and Safety Commission's matrix, assign all reportable events a SAC for either the actual or potential outcome of the incident.

- 41.2 You must report reportable events with a SAC 1 or SAC 2 outcome rating for the reportable event in accordance with the requirements of the National Reportable Events Policy.

- 41.3 You must notify us of SAC 1 or SAC 2 events no later than 5 Working Days after the event has been identified, including by providing us with a copy of the reports required to be provided by the National Reportable Events Policy.

- 41.4 You must update us on developments regarding the investigation of SAC 1 or SAC 2 events, including by updating us on:

- (a) the progress of the investigation;
- (b) findings of the investigation, including providing us with a copy of the full Incident Review Report no later than 70 Working Days after the event has been identified;
- (c) any media releases and/or responses that relate to the event; and

- (d) mitigation strategies.

42 Links with the wider health and social care sector

42.1 You must develop relationships and links with a wide range of local, regional and national health and social service providers, including:

- (a) hospital emergency departments;
- (b) accident and medical clinics
- (c) District Health Boards;
- (d) Public Health Units;
- (e) relevant non-government organisations and community groups;
- (f) local primary health care networks;
- (g) aged care facilities;
- (h) ambulance providers and communication centres;
- (i) public, private and voluntary health providers;
- (j) the tobacco control sector;
- (k) the gambling harm minimisation sector;
- (l) counselling services;
- (m) well child support organisations;
- (n) health professional organisations;
- (o) hospital outreach services;
- (p) Maori health and disability providers;
- (q) local iwi, hapu, marae and other Maori organisations;
- (r) other phone line services;
- (s) interpreter services;
- (t) patient advocates;
- (u) the Health and Disability Commissioner;
- (v) the New Zealand Blood Service;
- (w) refugee services;
- (x) Ministry of Civil Defence and Emergency Management;
- (y) ACC
- (z) HPA
- (aa) Physiotherapy services
- (bb) other relevant government departments and agencies; and
- (cc) relevant national training service providers.

43 Relationship with primary care

- 43.1 You must develop relationships and links with primary care services, including general practices, with the intention of:
- (a) the scope of alliances being extended to include the Services;
 - (b) the Integrated Performance and Incentive Framework incorporating measures associated with the Services;
 - (c) developing interfaces with general practice through practice nurses; and
 - (d) different components of the Services sharing resources.
- 43.2 Initially, with the Consumer's consent you will provide the Consumer's General Practitioner with an electronic summary note of Service advice, over time you will provide Service advice electronically in the patient record, including a handover note, if either:
- (a) the Consumer was advised by the Service to seek treatment from their general practitioner; or
 - (b) the Consumer was referred to the Service by their general practitioner.

44 Governance

- 44.1 You must have in place a governance structure that:
- (a) clearly identifies rights and responsibilities within your organisations;
 - (b) clearly identifies lines of accountability;
 - (c) fosters strong relationships and partnerships across the health sector in order to identify issues and service improvement opportunities;
 - (d) is focused on service strategic direction; and
 - (e) manages risks;
- 44.2 You must establish a clinical governance group that reports directly to your Board of Directors and that:
- (a) includes clinical members of your Board of Directors;
 - (b) is based in New Zealand;
 - (c) includes expertise across all Service Components;
 - (d) ensures the clinical safety of the Services;
 - (e) monitors service effectiveness;
 - (f) ensures effective service integration across the Services;
 - (g) reviews, amends or approves current relevant service guidelines as appropriate;
 - (h) approves new service guidelines as appropriate;
 - (i) assesses future service improvements to ensure clinical safety;
 - (j) manages clinical and counselling incidents;
 - (k) ensures that Staff hold appropriate credentials in accordance with the requirements of this Schedule;

- (l) establishes and maintains relevant clinical policies and procedures; and
- (m) maintains strong links with your incident management system.

44.3 You must establish an external clinical leadership group(s):

- (a) that is comprised of representatives from:
 - (i) all components of the Services; and
 - (ii) a range of external parties for example ACC, Ministry, professional organisations, Consumers.
- (b) whose purpose is to improve service integration, sector connectivity and provide advice from a broad health sector context
- (c) act as additional groups to your main Clinical Governance committee.

45 Service Improvement Board

- (a) You will work collaboratively with the Ministry to agree the prioritisation of service developments and improvements in the Service Improvement Board (the Board) forum.
- (b) The Board will meet at least 6 monthly, and will include representatives of other Government agencies (such as ACC, HPA, MSD) as appropriate.
- (c) A terms of reference will be developed by the Ministry in consultation with you. The terms of reference will detail the purpose, principles, membership and responsibilities, quorum, decision making process, appointment term, conflicts of interest and confidentiality. The Ministry will chair the Board.

46 Service monitoring relationship meetings

46.1 Your Designated Representative must meet with our Designated Representative, and with representatives from ACC and the Health Promotion Agency if appropriate, on a quarterly basis to review and discuss matters relating to your delivery of the Services, including:

- (a) the reports provided by you in accordance with clauses 48.1 to 48.5; and
- (b) quality and service enhancement opportunities.

46.2 Prior to each quarterly relationship meeting, you must provide us with written commentary on:

- (a) changing trends and exceptions identified in the reports described in clause 46.1(a);
- (b) regional performance issues or variances; and
- (c) activities that you are undertaking or planning to undertake to improve performance of the Services.

47 Service Evaluation

47.1 Together, we will undertake, at a minimum, the following evaluations of your provision of the Services:

- (a) a process evaluation, to be undertaken no later than 9 months after the Go-Live Date; and
- (b) an outcome/impact evaluation, to be undertaken no later than 3 years after the date of the evaluation described in paragraph (a).

47.2 The evaluations will include:

- (a) establishment of baseline measures and associated data;
- (b) collection of new data, both quantitative and qualitative; and
- (c) linking data from the Services with data from other health sector services.

47.3 You must:

- (a) incorporate any additional baseline measures identified in clause 47.2 into Appendix One;
- (b) participate in the evaluations and co-operate with us in all respects; and
- (c) use the findings of the evaluations to make appropriate improvements to the Services.

48 Reporting

48.1 You must collect service performance data and provide to the Ministry the reports set out in Appendix One to this Schedule in an appropriate electronic format as agreed by the Ministry. In addition you must ensure that the reports are able to be accessed via appropriate secure means (i.e. a live data dashboard) by the Ministry as required and in real time.

48.2 You must work with us in the first two quarters after Go-Live to develop and finalise our reporting requirements.

48.3 If required by us, you must provide additional specific reports that meet the needs of ACC, HPA or MSD.

48.4 You must, unless specified otherwise, provide the reports described in clause 48.1 and 48.3 in an electronic format including, if relevant, a Microsoft Excel spreadsheet format.

48.5 You must provide us with any information that we reasonably request that that relates to your provision of the Services, within a timeframe agreed by both of us.

49 Transition to go-live

49.1 You must provide the transition services set out in Appendix Two to this Schedule prior to the Go-Live Date.

49.2 You must provide us with an implementation plan for the Services no later than 1 month following the Agreement Start Date.

APPENDIX ONE – REPORTS

The reports detailed in the table below will be provided to the designated Ministry representative at the frequency interval detailed in the table. These reports and the information required may be changed as part of the annual plan process detailed in clause 10 of Schedule 3.

Performance area	Target and/or description	Measure type	Frequency/period
Service access routes	How the service was accessed: <ul style="list-style-type: none"> Through which channel Via 111 Diverted from general practice Geographic location of caller 	Input	Monthly
Demographics	<ul style="list-style-type: none"> Age Gender Ethnicity to level 2 Consumer location (DHB or TLA) 	Output	Monthly
Service response times: <ul style="list-style-type: none"> Phone Text Social media Letters 	<ul style="list-style-type: none"> Percentage of calls answered within a defined period of time Percentage of text messages answered within a defined period of time Percentage of emails answered within a defined period of time Percentage of message board posts answered within a defined period of time Call abandonment (i.e. caller ends call prior to being answered) rate for different call types Written postal enquiries are responded to within 10 business days 	Output	Monthly
ACC	Number of Injury related calls, including: <ul style="list-style-type: none"> Demographic information Type of advice provided (e.g. self-care or service referred to) Injury causation (e.g. drugs and/or alcohol, sport) Injury prevention advice given, if any 	Output	Quarterly
Telehealth Nurse triage/poison advice/ immunisation advice	Triage outcome delivers right care, right time, right place (i.e. advice is appropriate) assessed by statistically relevant sampling of callers: <ul style="list-style-type: none"> Self-care Service referred to, for example 111, Emergency department, general practice, falls prevention 	Outcome	Monthly
	Call breakdown and service utilisation (e.g. symptomatic, injury related, poison advice, immunisation advice, general health information)	Output	Monthly
	Statistically relevant sampling of callers carried out to determine service efficacy	Output	Monthly
	Rapid reporting for high risk issues or emerging trends	Output	As required
	Specific to poison advice: <ul style="list-style-type: none"> Human exposures by intent, age, gender and ethnicity Treatment outcomes by age, gender and ethnicity by month Calls received from the education sector and District Health Board public health units Reporting of statistics for the chemical injury surveillance system to the Centre for Public Health Research 	Output	Monthly

Performance area	Target and/or description	Measure type	Frequency/period
Mental Health and Addiction <ul style="list-style-type: none"> • Stop smoking • Gambling • Alcohol and other drug • Depression 	Trends and patterns of Consumer presentations: <ul style="list-style-type: none"> • Type of Consumer for example individual, concerned other, health professional • Triage outcome delivers right care, right time, right place (for example advice, self-care, counselling support, referral) assessed by statistically relevant sampling of callers: Stop smoking: <ul style="list-style-type: none"> • Successful quit attempts at four weeks • At least 10% of smoking population on a stop smoking programme Gambling: <ul style="list-style-type: none"> • Reporting of data to the CLIC database that satisfies data submission requirements are met Alcohol and other drug: <ul style="list-style-type: none"> • At least 40% of alcohol and other drug contacts receive either an individual or family brief intervention • At least 10% of all calls receive a call back service • Number of people provided advice/support for alcohol and drug related issues, broken down into incoming and outgoing calls and other forms of contact • Where/how service users found out about the alcohol and drug helpline service. • Primary and secondary alcohol/drug type • Caller relationship with drug (ie, type of caller by drug identified) • Reason/motivation for call (eg, physical health, mental health, employment, family/relationship, legal, financial problems, relapse prevention) • Consumer type (eg, self, concerned other, health professional, employer, general public) • Type of intervention (information/advice, screening, brief intervention, family intervention, referral, health professional support, relapse prevention, crisis) Depression: <ul style="list-style-type: none"> • Number of people provided advice and support • Number of people receiving on- going support • Numbers utilising the National Depression Initiative website (depression.org.nz) and The Lowdown for support and on-line self-help tools eg, The Journal 	Output Output Outcome Output Output Output Output Output	Monthly
Call centre volume data	By each service component, per week, month or quarter: <ul style="list-style-type: none"> • Total calls offered • Total calls answered • Average speed of total calls answered by phone number • Number and percentage of calls by landline or cell phone • First time call resolution rate • Call back reporting 	Output	Monthly

Performance area	Target and/or description	Measure type	Frequency/period
Web NOTE: this information could be provided by way of Google analytics or similar. Reader access for all analytics should be granted to the Ministry and the Health Promotion Agency	<ul style="list-style-type: none"> Traffic statistics (visits, unique visitors, percentage of new visits, page-views, bounce rates, average visit duration etc.) by service component per month Range of other useful information, such as top pages, visits by source (including national, international, and district health board referrals) searches on the site, entry via search versus homepage, use of main sections, top downloads (if applicable), google search data, social media traffic, visits by device, etc. A monthly social media dashboard showing traffic being referred to the online NTS by social media networks, pages being shared etc. 	Output	Monthly
Marketing / service promotion	<ul style="list-style-type: none"> Collated analysis of usage of all digital and traditional channels used for the Service, such as text, email, website, forums, telephone, community events. 	Output	Monthly
Trust and confidence	<p>Improving customer experience:</p> <ul style="list-style-type: none"> Consumer experience survey with statistically valid number of Consumers on their experience of using the Service reporting as satisfied with the service they received Provider satisfaction surveys including health professionals, non-government organisations New measures to be introduced in 2016/17 as part of the Annual Planning process 	Outcome	Six-monthly
Serious and sentinel events	<ul style="list-style-type: none"> Notification and updates of SAC 1 and SAC 2 events as per clause 41 Summaries of SAC 1 and SAC 2 events 	Outcome	As per clause 41 Quarterly
Improving clinical outcomes	<ul style="list-style-type: none"> Baselines to be established as part of the 2016/17 annual planning process 	Outcome	TBC
Closer health system integration	<ul style="list-style-type: none"> Measures will be jointly developed, agreed and included 2016/17 annual plan and reviewed annually Measures considered may including: working with the health sector on shared local pathways and development of meaningful Dispositions 	Outcome	TBC
Integration with ambulance services	<ul style="list-style-type: none"> Patterns of referrals to and from ambulance services Breakdown of calls requiring transfer to emergency services Case mix Other measures will be jointly developed with you, Ministry and road ambulance providers. The measures will be included in the 2016/17 annual plan 	Output Output Output Outcome	Quarterly
Staffing	<ul style="list-style-type: none"> Actual versus planned staffing (full time equivalent) levels Staff retention rates 	Input	Monthly
Other reporting	Provisions of ad hoc information relating to the provision of Service as reasonably requested. For example: results of call reviews, vulnerable populations		Within reasonable timeframe for information requested

APPENDIX TWO – TRANSITION TO GO LIVE

1 Interim governance group

- 1.1 You must have in place an interim governance group that:
- (a) will ensure a successful transition of the Services by the Go-Live Date;
 - (b) is supported by senior leadership personnel, advice and expertise;
 - (c) includes representation from clinical, therapeutic and information technology experts, and from Consumers;
 - (d) has a strong relationship with us, including working with our designated representative in order to access our wider expertise;
 - (e) clearly articulates the roles of the governance group in its terms of reference; and
 - (f) sets out clear accountability lines between the governance group and your management.

2 Clinical readiness

- 2.1 You must have in place robust systems and processes to ensure the clinical readiness of the Service by the Go-Live Date.

3 Independent quality assurance

- 3.1 You must cooperate with and assist, in any way that we reasonably require, the independent quality assurance reviewer that we appoint prior to the Go-Live Date to provide us with independent advice regarding your readiness to provide the Services at the Go-Live Date.

4 Communications strategy and plan

- 4.1 You must:
- (a) develop a communications and strategy plan;
 - (b) provide the communications and strategy plan to us for our comment and approval; and
 - (c) update the communications and strategy plan at appropriate times to reflect common key messages at critical points during the transition and implementation of the Service.

5 Piloting and testing

- 5.1 You must provide us with information about:
- (a) how and when the Service and its components will be tested and piloted in a real-world environment prior to the Go-Live Date; and
 - (b) how you will consult with Consumers during the development and testing of the Service prior to the Go-Live Date.

6 Programme/project office and project management support

- 6.1 You must clearly document and make available to us, if we request it, the following information:

- (a) the roles and functions of your programme/project management office; and
- (b) carefully considered and full project documentation.

7 Service continuity

7.1 In order to ensure a seamless transition of the Service by the Go-Live Date, you must:

- (a) work with us to identify the most appropriate and achievable approach to achieve a smooth transition; and
- (b) have a contingency plan available to address a situation in which:
 - (i) the incumbent providers of the components of the Service are unable to continue to provide those components up to the Go-Live Date; and
 - (ii) we require your assistance to deliver those components.

8 Work streams

- 8.1 You must clearly identify, and provide details of, each work stream that you are undertaking prior to the Go-Live Date, including providing details of the timing of specific outputs, personnel that are involved, and details of leaders and project managers.
- 8.2 You must have a work stream that is dedicated to assessing the clinical readiness of the Service prior to the Go-Live Date.

9 Risks and issue identification and management

- 9.1 You must maintain, and update on a regular basis, a risk register and an issues register.
- 9.2 You must use the risk register and issues register to document all material risks and issues associated with the transition and implementation process, including how you will respond to, and manage, those risks.

SCHEDULE 3 – Standard Terms and Conditions

1 Term

- 1.1 This Agreement commences on the Start Date and ends on the End Date unless terminated earlier in accordance with this Agreement or law.
- 1.2 If this Agreement continues beyond the current financial year, both Parties acknowledge that, in accordance with Part 1 of the Public Finance Act 1989, payments to you beyond the current financial year are contingent on the appropriation of adequate levels of funding for the Services under an Act of Parliament for that financial year. If adequate levels of funding are not available we may terminate this Agreement immediately by written notice to you. Before we terminate this Agreement under this clause we will use reasonable endeavours (subject to any confidentiality obligations on us) to discuss with you whether you are willing to provide interim funding for a period to be agreed between us which may negate the need to terminate the Agreement.

2 Renewal

- 2.1 You agree that we are under no obligation to extend or renew the Agreement or to enter into any further Agreement with you in respect of any or all of the Services and you have no legitimate expectation that we will do so.
- 2.2 However, we will advise you at least 6 months before the End Date if we intend to do any of the following:
- (a) tender or issue a Request for Proposal (RFP) in relation to the Services;
 - (b) cease to fund the Services; or
 - (c) otherwise choose not to enter into a further agreement for the Services with you on expiry of the term of this Agreement.
- 2.3 If you decide that you do not want to enter into an agreement for the Services with us beyond the End Date, you must advise us of your decision at least 6 months before the End Date.
- 2.4 If either Party fails to give the 6 months' notice referred to in this clause, the other Party may give notice requiring that the term of this Agreement be extended until the date that is 6 months after the date on which the notice was given, provided that the notice is given at least 1 month before the End Date.

3 Other arrangements

- 3.1 Nothing in this Agreement gives you an exclusive right to provide the Services and we may source services equivalent to yours from other suppliers.
- 3.2 You must not charge or receive payment or koha from another person (including a Consumer or whānau), whether under another agreement or otherwise, for providing any part of the Services, unless the charge or co-payment is explicitly allowed under this Agreement, or we agree otherwise in writing, such agreement not to be unreasonably withheld.

4 Services

- 4.1 You must provide the Services in accordance with this Agreement and all relevant laws and regulations.

- 4.2 You must provide the Services on time, and in a manner that is:
- (a) diligent, effective and efficient;
 - (b) ethical and of a professional standard; and
 - (c) consistent with:
 - (i) all relevant guidelines published by the Crown;
 - (ii) our Objectives and all relevant standards published or approved by us; and
 - (iii) any relevant Strategy or Objective
 - (iv) any relevant professional obligations.
- 4.3 In providing the Services you must meet the requirements set out in Schedule 2 and the Annual Plan. Your performance against any baseline or other performance measures for each aspect of the Services will be used to determine whether you have delivered the Services in accordance with this Agreement.
- 4.4 If appropriate in relation to the Services, you must use reasonable endeavours to identify the Consumer's entitlement requirements for any benefits and Accident Compensation Corporation entitlements and ensure that any change in the Consumer's personal circumstances that may result in a change to those benefits or entitlements is fully explained to the Consumer and monitored. Both of us will work together to develop protocols and processes to identify Consumer entitlement requirements.

Quality of Services

- 4.5 You must provide the Services in accordance with the Quality Specifications as set out in Schedule 4 or specified elsewhere in this Agreement.
- 4.6 You must ensure that your Staff are aware that:
- (a) the Quality Specifications set out in Schedule 4 apply to the Services; and
 - (b) you must ensure their compliance with the Quality Specifications when providing the Services.
- 4.7 You agree that you are fully responsible for providing the Services and for ensuring compliance with the requirements of this Agreement, including responsibility for all acts and omissions of your Staff, regardless of whether those acts or omissions occur without your knowledge or approval.
- 4.8 Without prejudice to our other rights and despite anything else in this Agreement, you must, at your own cost and risk, rectify any errors, omissions, defects, or faults in the provision of the Services that are notified in writing to you by us at any time up to 2 months after the End Date. You must carry out the remedial work required in the time specified by us (which must be reasonable) and in so doing will avoid any unnecessary inconvenience to us.
- 4.9 You acknowledge that we are required to remain strictly politically neutral. You must provide the Services in an apolitical manner and, in doing so, will not engage in any activity that could reasonably result in our political neutrality being questioned.
- 4.10 You must work with us to ensure that access to and utilisation of the Services is optimised.
- 4.11 The Services must be provided in a culturally appropriate and competent manner that ensures that the integrity of each Consumer's culture is acknowledged and respected. You must take account of the particular needs within the community served so that barriers to access or communication are minimised and so that your Services are safe for all people. You must include significant local or service specific ethnic and other cultural groups in assessing satisfaction with Services and comply with any requirements set out in the Quality Specifications.

5 Representatives

- 5.1 Each Party will nominate a Designated Representative to be responsible for managing the relationship between us and to act as a first point of contact.
- 5.2 The names and contact details of the Designated Representatives are recorded in Schedule 1. Either Party may change its Designated Representative by giving written notice to the other Party.

6 Continuous improvement of Services

- 6.1 Both Parties will strive to maximise the provision and quality of Services, including considering new and cost effective ways to deliver the Services.
- 6.2 The Parties will establish a Service Improvement Board to consider requests and make recommendations to the Designated Representative of each Party regarding:
- (a) issues related to the Services ("Service Issue");
 - (b) proposals for change, including proposals for changes to the Services (including proposals for new services) ("Change Requests");
 - (c) any other matters agreed by the Parties; and
 - (d) Any of the above being considered a request (a "Request").
- 6.3 The Service Improvement Board will be established and operate in accordance with clause 45 of Schedule 2.
- 6.4 The Service Improvement Board may request advice from appropriate subject specialists from either Party or from external experts as required.
- 6.5 Each Party will notify the other of any Service Issue or Change Request in the first instance in accordance with clause 21. If the Parties agree that the issue requires further consideration by the Service Improvement Board, then the Party(ies) will submit a Request to the Service Improvement Board for consideration.
- 6.6 Subject to clauses 33.3 and 33.8, changes to the Services may not be implemented by either Party unless the change has been considered by the Service Improvement Board, or any other procedure agreed under clause 6.19 or clause 10.

Procedure for Requests to the Service Improvement Board

- 6.7 The Party(ies) requesting the consideration of a Request by the Service Improvement Board will forward to the Chair of the Service Improvement Board in writing the Request, describing the nature of the issue or proposal and such other information as is reasonably required to enable the Service Improvement Board to consider and deal with the Request.
- 6.8 The information provided for each Request will include, as applicable:
- (a) a title and high level description;
 - (b) date raised;
 - (c) the business owner;
 - (d) the responsibilities of each Party to implement the change or address the issue;
 - (e) the priority and any critical implementation dates;
 - (f) any known dependencies;
 - (g) whether the activity is within or outside budgeted Services and the amount of any additional payment or resources requested;

- (h) any potential impacts to the Services and to Consumers;
- (i) anticipated outputs and outcomes;
- (j) wider benefits to the health and social system; and
- (k) any proposed changes to the Services or the Agreement necessary to implement the proposal or address the issue.

- 6.9 The Service Improvement Board will maintain and manage a register of all Requests raised by either Party and each Request will be assigned a unique reference.
- 6.10 The Service Improvement Board will respond to a Request within 10 Working Days after the submission of a Request, or as otherwise agreed between the Parties, including setting out a timetable for consideration of the Request.

Recommendations and findings of the Service Improvement Board

- 6.11 The Service Improvement Board will consider each Request and provide the Designated Representatives of each Party with written recommendations (“the Recommendations”) within the timeframe specified in the Service Improvement Board’s response to the Request. The recommendations will provide the information and address the issues set out in clause 6.8.
- 6.12 Where the members of the Service Improvement Board cannot agree Recommendations on aspects of a Request, the members will provide the Designated Representatives of each Party with a written statement setting out the areas of dispute in addition to any agreed Recommendations.
- 6.13 Each Party will consider the Recommendations of the Service Improvement Board and provide a written response to the other Party within 20 Working Days.
- 6.14 You will not unreasonably decline to perform any requested change or address any issue raised by us set out in a Service Issue or a Change Request, or seek to impose any unreasonable conditions or charges on performing any change or addressing any issue, however you may decline to implement the Recommendation where it is, in your reasonable opinion, outside your normal business or is not feasible.
- 6.15 If both Parties accept some or all of the Recommendations then the Parties will prepare an implementation plan, together with all consequential changes to the Agreement, to be signed by the Designated Representatives of each Party which will then be deemed incorporated into and constitute a variation to this Agreement.
- 6.16 If the Parties do not accept the Recommendations of the Service Improvement Board or cannot agree on an implementation plan, the Services and the Agreement will remain unchanged.
- 6.17 Neither Party will be liable to pay for any changes or variations, nor will either Party have any obligation to proceed to implement any change or proposal until it has been agreed in writing by both Parties in accordance with this clause 6.
- 6.18 We will have no obligation to pay for any costs arising out of investigating, discussing, preparing or finalising any such Service Issue or Change Request unless provided for in the Annual Plan, or agreed in writing by us prior to any such costs being incurred.
- 6.19 The Parties may agree to an alternative or truncated Request process for specific purposes by agreement in writing by the Designated Representatives.

7 Innovation Funding

- 7.1 You will establish innovation funding for the purpose of continuous Service improvement and Service development. You will make the following contributions to innovation funding:

- (a) \$ [REDACTED] excluding GST on 30 June 2017;
- (b) \$ [REDACTED] excluding GST on 30 June 2018; and
- (c) the amount of annual earnings before interest and tax (EBIT) gained by you from the Services over and above the [REDACTED]% Margin as at 30 June, for each year of this Agreement, as agreed by us on the basis of your accounts related to the Services, and calculated in accordance with generally accepted accounting practice, which may be audited by us in accordance with clause 16. For the avoidance of doubt, any amount payable under (a) or (b) above will be counted as a business cost and included in the calculation of EBIT.

and the parties agree that:

- (d) you are not required to make payment into the innovation funding for the period 1 July 2024 to 30 June 2025;
- (e) all contributions to the innovation funding are exclusive of GST; and
- (f) The amount payable under 7.1(c) will be due on the 20th of the month following the filing of the annual return.

7.2 The Ministry may, but is not required to, contribute innovation funding.

7.3 Money from the innovation funding will be applied to service improvements as agreed in writing by the Parties, including but not limited to an agreement in writing by the Parties in accordance with clauses 6.15, 6.19, 10.7, or 10.9(b), or any other provision of this Agreement.

7.4 The innovation funding will be held by the Provider on trust for the Ministry and accounted for separately. Any interest accruing will become part of the innovation funding. The Provider will supply the Ministry with a six-monthly statement on 1 December and 1 June including interest received, funds received under clause 7.1 and 7.2, and funds applied, which must be certified as being correct by your chief financial officer.

7.5 At the end of the Agreement Term any money remaining in the innovation funding will be transferred to the Ministry or the Ministry may use the fund to offset the payments payable under this Agreement as per clause 5.3 of Schedule 1.

7.6 For the purposes of this clause, the [REDACTED] means the amount that is [REDACTED] of the amount of gained by you from the Services as at 30 June for each year of this Agreement. The [REDACTED] will be retained by you.

8 Staff

8.1 You must ensure that you and your Staff have the necessary skills, experience, qualifications, professional registration, training and resources to carry out the Services.

8.2 You must, at our request, provide us with any information we may reasonably require to verify that Staff members have any qualifications required by this Agreement, including information about individual Staff members' qualifications and regulation status.

8.3 If this Agreement requires that all or part of the Services are to be provided by a specified person or category of persons, you will not be entitled to payment for that part of the Services, unless the specified person or category of persons has provided the Services.

8.4 If the Services purchased include requirements as to the number of Full Time Equivalents ("FTEs"), you must invoice only for actual FTEs employed during the invoice period and may not invoice for more than the specified maximum number of contracted FTEs, if any.

8.5 If you invoice us, or claim funding from us, for unfilled FTE positions without our prior written approval, we may withhold or recover payments to you in accordance with clause 5 of Schedule 1.

- 8.6 Staff providing direct Services to Consumers must either hold a relevant qualification or have enrolled in an external training programme within the first year of appointment and be progressing towards attainment of a relevant qualification. With our approval this may be via a credible internal programme. You must comply with any additional requirements relating to Staff qualifications set out in Schedule 2.
- 8.7 We recognise part of the workforce that plays an important role in the health sector does not meet the requirements for registration under the Acts and are thus considered an unregistered or unregulated workforce. Where there is an accepted alternative form of workforce regulation for that workforce you must adhere to that form of regulation.

9 Māori health

- 9.1 An overarching aim of the health and disability sector is the improvement of Māori health outcomes and the reduction of Māori health inequalities. In providing Services under this Agreement you must comply with the following requirements in this Agreement (if specified):
- (a) Māori specific service requirements;
 - (b) Māori specific quality requirements; and
 - (c) Māori specific monitoring requirements.
- 9.2 You must provide quality services and improvement systems that focus on Māori receiving health services commensurate with their health needs including:
- (a) development and implementation of a Māori health plan; and
 - (b) consultation with Māori/tangata whenua in all areas of service planning, development and implementation affecting Māori.

10 Annual Plan

- 10.1 For each year of the Agreement other than the first year of the Agreement, you will prepare an Annual Plan for our consideration and approval. For the first year of the Agreement you will prepare an implementation plan in accordance with clause 11 instead of an Annual Plan.
- 10.2 We both acknowledge that it is difficult to accurately determine the future contact volumes you will receive in providing the Services. Accordingly, each Annual Plan must contain:
- (a) a projection of the contact volumes that you estimate you will receive in the upcoming year, broken by appropriate time periods;
 - (b) a plan that sets out what will happen if actual contact volumes significantly exceed or fall below the estimated contact volumes provided in the Annual Plan.
- 10.3 In addition, the Annual Plan must at a minimum include:
- (a) How you propose to meet the requirements set out in Schedule 2 for the next year;
 - (b) Your goals and aspirations for the future improvement of the Services;
 - (c) The Service key performance indicators;
 - (d) Any changes to the reporting requirements set out in Appendix One of Schedule 2;
 - (e) Any changes to the Services or this Agreement required to implement anything set out in the Annual Plan;
 - (f) A stakeholder engagement plan, which must include planned advertising or informational campaigns that may impact Service volumes;

- (g) A risk management plan in accordance with clause 22;
- (h) A disaster recovery and business continuity plan in accordance with clause 28.6;
- (i) An emergency management plan; and
- (j) A public relations (media) plan.

- 10.4 The Annual Plan will be due annually on 1 June.
- 10.5 You will provide us with a draft Annual Plan no later than 3 months before the due date of the Annual Plan. We will provide feedback on the draft annual plan within 20 Working Days of receipt. You will incorporate such feedback into your draft annual plan and resubmit it to us no later than 1 month before the due date of the Annual Plan. We will meet with you and provide you with a final confirmation or otherwise of the re-submitted Annual Plan within 10 Working Days. In the event that we do not agree with aspects of the Annual Plan the matter will be resolved in accordance with clause 10.10.
- 10.6 The Annual Plan will address and take into account any relevant Recommendations of the Service Improvement Board where these have been accepted by both Parties.
- 10.7 The Annual Plan will take effect once it is signed by duly authorised representatives of each Party. The annual plan may be amended at any time by agreement in writing in the same manner as it was made.
- 10.8 In the event that an Annual Plan is not in effect by its due date, the previous Annual Plan will continue to apply until the new Annual Plan takes effect.
- 10.9 If, having agreed an Annual Plan, we consider that changes to this Agreement are required:
- (a) we will discuss our proposed changes with you; and
 - (b) the Parties may agree to vary this Agreement in accordance with clause 33.
- 10.10 If the Parties cannot agree on the terms of the Annual Plan, the Parties will use best endeavours to resolve the dispute in accordance with clause 23.

11 Implementation of Services

- 11.1 You will prepare an implementation plan in line with best project and change management practice and in consultation with us, that details:
- (a) how the Services will be implemented or transitioned from any existing service provider(s) during the Implementation Period;
 - (b) key dates and milestones for the implementation/transition of Services during the Implementation Period;
 - (c) any additional period which may be required for the implementation of certain Services beyond the Implementation Period; and
 - (d) any other information specified in Schedule 2 or as agreed in writing between the Parties.
- 11.2 The implementation plan will be due 1 month from the Start Date and will take effect once signed by duly authorised representatives of each Party. The Implementation Plan may be amended at any time by agreement in writing by duly authorised representatives of each Party.
- 11.3 If the Parties cannot agree on the terms of the Implementation Plan, the Parties will use best endeavours to resolve the dispute in accordance with clause 23. If the Parties still cannot agree then we may terminate this agreement immediately on written notice to you.

12 Joint Review of Agreement

- 12.1 The Parties will jointly undertake a review of operation of this Agreement, including the suitability of the payment and performance measures specified in the Agreement, no later than 3 years from the Start Date.
- 12.2 We will advise you of the date of the review ("Review Date"), and no later than 3 months prior to the Review Date you will provide us with a draft of the matters that you propose will form the basis of the review. Both Parties will meet within 10 Working Days of us receiving the draft to discuss and (if required by us) amend the draft. In the event that the Parties do not agree on the draft, the matter will be resolved in accordance with clause 23.

13 Records

- 13.1 We may retain all Records submitted by you to us under this Agreement, to the extent that we are allowed or required to do so by law.
- 13.2 You must:
- (a) keep, maintain and protect all Records, as required by law and best practice, or as otherwise required by us, that relate to the Services;
 - (b) keep Records under your control, safely and securely, in a form that is legible, accessible and structured so as to enable us to easily Audit, identify and report on the performance of Services in accordance with the requirements of the Agreement; and
 - (c) securely destroy the Records on their disposal.
- 13.3 You must ensure that you obtain any authorisation necessary to comply with your obligations to share information with us under this Agreement, including personal information.
- 13.4 If you cease to provide the Services you must preserve any Records that are not transferred to us or another provider nominated by us, in accordance with any requirement set out in this Agreement.
- 13.5 Without limiting any other right to access information under this Agreement, you must maintain the following information, and all other information specified in the Schedules and make it available to us in an electronic format on request in accordance with clause 13.2:
- Details of Consumer
 - Consumer NHI number
 - Consumer's Name
 - Current (or last if in Residential Care) Normal Residential Address
 - Ethnicity
 - Gender
 - Date of Birth
 - DHB District of Current (or last if in Residential Care) Normal Residence
 - Date(s) of service provision

14 Reports and plans

- 14.1 You must prepare, and supply us with, the reports and plans specified in Schedule 2 or any other Schedules by the due dates specified in the relevant schedule.
- 14.2 If requested by us, you must give us, in a timely manner and by any date that we specify (which must be reasonable), the following:
- (a) your formal annual report or similar document for your business, if one is prepared;

- (b) your Annual Financial Statements;
- (c) any audit, accreditation or certification reports prepared by independent parties;
- (d) a Service Report;
- (e) the results of any surveys carried out by you under this Agreement;
- (f) a copy of your strategic plan or equivalent document and any amendments or updates to that plan
- (g) any other information relating to the Services that we reasonably request.

14.3 All reports and other information provided by you must be in a format this is usable by us, and delivered within a reasonable time of the request. If applicable, the information must be in the format that we request, and certified to be accurate by any person specified by us.

14.4 You must co-operate with us to provided information immediately if we require the information to comply with an enquiry or our statutory, parliamentary or other reporting obligations.

15 Confidential Information

15.1 Neither Party may, without the other Party's prior written approval, disclose any Confidential Information to a third party, unless required to do so by law (including in response to a request under the Official Information Act 1982) or except to the extent that disclosure is necessary for the purposes of you providing or of us using the Services.

15.2 Despite clause 15.1 we may disclose Confidential Information to:

- (a) the Crown or Minister of the Crown;
- (b) a court, tribunal or government or parliamentary committee; or
- (c) Crown entities (including the Accident Compensation Corporation), if the Confidential Information relates to this Agreement or to the Services.

15.3 If possible, we will discuss with you any disclosure we intend to make under clauses 15.1 and 15.2.

15.4 Nothing in this clause prevents either Party from publishing or disclosing any of the following information:

- (a) the existence of this Agreement;
- (b) the nature and quantity of the Services provided under this Agreement;
- (c) payments provided under this Agreement; and
- (d) the term of this Agreement.

16 Audit

Scope of Audit

16.1 In addition to the powers of inspection under section 22G of the Health Act 1956, we may Audit:

- (a) your compliance with any or all of the requirements of this Agreement; and
- (b) any Records in your possession or control that relate to your performance of any of your obligations under this Agreement and/or the revenue you receive and/or the expenditure you incur in providing the Services.

16.2 For the purposes of this clause 'we' includes the Auditor-General.

16.3 We may:

- (a) request that you provide to an Auditor your most recent financial statements and accounting information relating to your current financial position;
 - (b) arrange for that Auditor to Audit the correctness of the information given under clause 16.3(a) and your financial position; and
 - (c) audit your financial information as necessary to determine the amount due under clause 7.1(c), and you will make your financial information available to the Ministry for that purpose.
- 16.4 If we request that you provide information under clause 16.3, you must do so within 10 working days of our request.
- 16.5 We will have total discretion as to who we may nominate as our Auditor.
- 16.6 We will conduct Audits in a fair and considered manner, including taking all reasonable steps to ensure any Auditor we appoint has no conflict of interest.
- 16.7 We may undertake an Audit in conjunction with any other part of the Crown and may share an Audit report with any part of the Crown that is providing funding to you or that has a right to Audit or receive such information about you.
- 16.8 We will endeavour to schedule and conduct Audits and to share Audit reports in accordance with clause 16.7 so as to minimise the Audit burden on you.
- 16.9 We retain the right to conduct an Audit after this Agreement ends, but only in respect of Services provided during the term of this Agreement.
- 16.10 You will reimburse us for any reasonable costs incurred by us in any Audit conducted under clause 16.121.4(b) where you are found to have breached any of your obligations under this Agreement.

Interviews

- 16.11 You must allow the Auditors to interview Staff providing the Services, in private, without you or your management being present. We agree that an interviewee may, if he or she wishes, have a support person (excluding you or your senior Staff) present at any interview.

Notice of Audit

- 16.12 We will give you a minimum of 5 Working Days' notice of our intention to carry out an Audit and the proposed scope of the Audit, except that we may enter your Facilities or other premises and conduct an Audit at any time and without prior notice:
- (a) if that is provided for under any agreed audit protocol; or
 - (b) if we have reasonable grounds to believe that:
 - (i) there has been a material breach of this Agreement, including inappropriate claiming or misappropriation of funding;
 - (ii) giving notice would unreasonably prejudice the integrity of the Audit; or
 - (iii) delay would prejudice the health or safety of any Consumer.

Conduct of Audit

- 16.13 During an Audit, without limiting our ability to undertake Audit activities in any way, you must allow our Auditor to:
- (a) enter your Facilities and those of your subcontractors;
 - (b) inspect and take copies of any Records relevant to this Agreement or the Services;
 - (c) observe the performance of your obligations under this Agreement;
 - (d) assess the progress of your delivery of the Services;

- (e) audit your compliance with any part of this Agreement and any applicable standards or relevant legislation;
- (f) audit your financial Records and accounting systems as they relate to this Agreement or your solvency; and
- (g) communicate with Consumers and their families, including conducting written and verbal interviews and surveys.

16.14 You and your Staff must co-operate with our Auditor and provide access to all Facilities and Records and give all assistance necessary to enable the Audit to be completed.

Copying Records

- 16.15 You must allow our Auditor to make copies of Records at your Facility, but you may recover from us the cost of materials used. If, in the Auditor's opinion, it is not reasonably practicable to copy the Records at your Facility, the Auditor may remove the relevant Records from your Facility for the purposes of copying such Records, and will return them within 48 hours or as agreed.
- 16.16 An Auditor may take a copy of any electronically stored Records and you must provide all reasonable assistance necessary to allow the Auditor to access and copy any electronic Record, including (without limitation):
- (a) providing user names, passwords or any other information necessary to obtain the Records; and
 - (b) allowing the cloning of any computer drive or access to any internet data storage facility where the Records are stored.

Access and advice to Consumers

16.17 If, as a result of an Audit, complaint, or otherwise, we have a serious concern (based on reasonable grounds) about the health and safety of any Consumer, you must, at our request, provide all reasonable assistance to facilitate access or communication with the Consumer, their representative or whānau, or any other person, that we may require to resolve the concern.

Clinical Audit and peer review

16.18 You must on our request, and within the timeframe we specify (which must be reasonable), institute a clinical audit and peer review process in respect of your provision of the Services that incorporates relevant independent health professionals, and provide us with reports on the outcome of that audit and process.

Kaupapa Māori

16.19 If Services provided under a Kaupapa Māori framework are the subject of an Audit, we will use reasonable endeavours to ensure a person suitably qualified or experienced in Kaupapa Māori service delivery and tikanga is included in the Audit team to ensure that issues of cultural significance are dealt with sensitively by the Auditors.

Evaluation

16.20 We may undertake, and you must participate in, an evaluation of the Services in accordance with the process set out in Schedule 2.

17 Your legal and financial status

Your financial status

17.1 You confirm that you are currently solvent and financially viable and must immediately notify us of any risk to your solvency or financial viability that occurs during the term of this Agreement.

Insurance

- 17.2 You must:
- (a) effect and maintain adequate insurance cover to meet your obligations under this Agreement, including but not limited to professional indemnity insurance for your healthcare staff and public liability insurance;
 - (b) within 5 Working Days of a request by us, provide us with a certificate confirming the nature of the insurance cover and proving that each policy is current;
 - (c) have the insurance specified in this Agreement (if any);
 - (d) name us as a beneficiary on any relevant public liability insurance policies; and
 - (e) ensure that any insurance policies obtained under this clause do not expressly or implicitly prevent, preclude or limit in any way any claim that we might have against you, whether under this Agreement or otherwise.
- 17.3 For the avoidance of doubt, clause 17.2 is not intended to preclude, prevent or limit in any way any claim that we might have against you.

Governance and financial management systems

- 17.4 You must operate sound governance and financial management controls, including fraud prevention systems and strategies
- 17.5 You must be able to track and report on the Services you provide, the revenue you receive and the expenditure you incur in providing the Services against each purchase unit.

18 Assignment or subcontracting

- 18.1 For the purposes of this clause, a Change of Control is deemed to be an assignment.
- 18.2 You must not assign or novate this Agreement without our prior written consent.
- 18.3 You must not assign the benefit or burden of any of your obligations under this Agreement without our prior written consent, which will not be unreasonably withheld. If we give consent you must comply with any reasonable conditions we impose as part of the consent.
- 18.4 Subject to clause 18.5, you may not subcontract the provision of all or any part of the Services without our prior written consent, which will not be unreasonably withheld. If we give consent you must comply with any reasonable conditions we impose as part of the consent.
- 18.5 You may use the following subcontractors for the services stated below without our prior written consent:

Name of subcontractor	Service to be provided by subcontractor
Immunisation Advisory Centre	Provide training services directly to Homecare Medical.
Poisons Centre (Otago University)	Provide call handling and associated services for the Poisons line.
Plunket	Provide the nurse triage elements of the service specification for callers to the Well Child service that would otherwise have been transferred to Healthline as they are outside the service specification for the Well Child service.
Spark	A Technology Provider, providing a range of technology and infrastructure services, including but not limited to telephony, networks, virtual

Name of subcontractor	Service to be provided by subcontractor
	desktop, servers, and firewalls.
Valentia	A Technology Provider, providing the Patient Management software and support of that software and the general IT environment.
Accenture	A Technology Provider, providing project management, service design and system integration services.
Simpl Health	A Technology Provider, providing ePrescribing solutions, in particular relating to electronic Quitcard.
Odyssey	A Technology Provider, providing clinical decision support software.
Atlantis	A Technology Provider, providing an evidence based behaviour change program, including systems to implement that program, targeted at smoking cessation in the first release, but with potential to extend to other areas in later releases.
Procure	Provide corporate services to Homecare Medical on a service bureau basis.
Pegasus	Provide corporate services to Homecare Medical on a service bureau basis.

- 18.6 You must promptly disclose to us any possible or actual conflict of interest in respect of any proposed subcontractor, including in particular, if you or any of your Staff have any financial interest in the proposed subcontractor.
- 18.7 Our approval of any subcontractor, does not affect your obligations under this Agreement, including ensuring the suitability of a subcontractor and ensuring that all of the obligations performed by the subcontractor meet the requirements of this Agreement. Your entry into a subcontract will not relieve you from liability for the performance of any obligations under this Agreement. You are liable to us for the acts and omissions of each of your subcontractors as if they were your acts or omissions.
- 18.8 Any subcontract arrangement must:
- (a) impose all applicable obligations on the subcontractor necessary for the subcontractor to meet your obligations under this Agreement, with any necessary modifications;
 - (b) provide for us to exercise and enforce our rights under this Agreement in relation to the subcontractor's performance of its obligations under the subcontract pursuant to the Contracts (Privity) Act 1982; and
 - (c) contain a prohibition on further transfer, assignment or subcontracting by your subcontractor without our prior written consent.
- 18.9 You will ensure that each contract with a subcontractor enables us, at our sole discretion, to engage the services of the subcontractor directly upon terms no less favourable to us than those obtained by you, if this Agreement is terminated for any reason.
- 18.10 We may transfer any of our rights under this Agreement by giving you notice of this.

19 Indemnity

- 19.1 You will at all times indemnify us from and against any and all liability, losses, damages, costs and expenses of any nature whatsoever awarded against, incurred or suffered by us, arising out of or

resulting from the non-performance or breach by you of any of your obligations under this Agreement;
or

- 19.2 Subject to clause 19.9 you will fully indemnify us against all liability, losses, damages, costs and expenses suffered or incurred by us as a result of any claim or threatened claim alleging that any of the Services or the Work, or our use or possession of any of them, infringes the Intellectual Property of any person ("IP Claim").
- 19.3 Each Party will promptly notify the other Party in writing upon becoming aware of any IP Claim.
- 19.4 Unless otherwise required by us, you will control the conduct of any IP Claim and all negotiations for its settlement or compromise but in all cases will:
- (a) consult with us and keep us fully informed of such matters;
 - (b) obtain our prior written approval to any proposed settlement or compromise; and
 - (c) ensure that our name and reputation are not adversely affected by any such steps taken.
- 19.5 The Party not controlling the IP Claim will co-operate with the Party controlling the IP Claim in defending or settling any IP Claim and will endeavour to make its employees available to give statements, information and evidence as the Party controlling the IP Claim may reasonably request, with each Party bearing its own costs (but without prejudice to the indemnity in clause 19.2). If the IP Claim is subsequently determined in our favour and we controlled the IP Claim we will reimburse your reasonable costs incurred under this clause 19.5 in proportion to the amount of costs (if any) we recover as part of the IP Claim. If the IP Claim is subsequently determined in our favour and you controlled the IP Claim then, without prejudice to clause 19.2 you will reimburse our reasonable costs incurred under this clause 19.5 in proportion to the amount of costs (if any) you recover as part of the IP Claim.
- 19.6 Your liability to indemnify us under this clause 19 will be reduced proportionally to the extent that any fault of ours contributed to the liability, loss, damage or expense.
- 19.7 Each Party will take reasonable steps to mitigate any claim or loss sustained or incurred as a result of any breach or default of the other Party (whether claimable under an indemnity or otherwise).
- 19.8 Without prejudice to clause 19.2, but subject to clause 19.9 if any IP Claim prevents or threatens to prevent the supply or use in accordance of this Agreement of the Services or the Work then you must promptly, and at no cost to us:
- (a) modify the Work or the Services so that it is or they are non-infringing;
 - (b) re-supply non-infringing Services;
 - (c) replace the Work with non-infringing Work; and/or
 - (d) obtain a licence for you and/or the Ministry to continue to use the Work or Services (as applicable) as provided hereunder.

You must ensure that the remedy under this clause 19.8 does not materially negatively affect the Services or the Work or our use of them/it.

- 19.9 **Exceptions:** You shall not be liable under clause 19.2 or 19.8 to the extent that any IP Claim arises directly from:
- (a) modification of the Work by anyone other than you without your prior written consent;
 - (b) breach by us of (if applicable) the terms of the licence to use the relevant Service or Work, the Third Party Software or product the subject of the Services; or
 - (c) use of the Services, the Third Party Software or product the subject of the Services with other products or services not supplied or approved by you; or

- (d) your compliance with our explicit requirements, designs, specifications or instructions, if we subsequently direct you to comply with the same following a written warning from you that an IP Claim may arise if you comply with our explicit requirements, designs, specifications or instructions.

20 Conflict of interest

- 20.1 You warrant that as at the Start Date, you have no actual, potential or perceived conflict of interest with regard to providing the Services or entering into this Agreement, other than any conflict of interest that you have declared to us in writing.
- 20.2 You must use your best endeavours to avoid situations that may lead to a conflict of interest arising.
- 20.3 You may provide services to others, however, you must not enter into any other agreement or arrangement that might conflict with or prejudice your ability to meet your obligations in this Agreement.
- 20.4 If you or any of your Staff currently or during the term of this Agreement engage in any activity or obtain any interest that is in conflict with your obligations under this Agreement you must notify us immediately and take such steps as we may reasonably require to resolve or otherwise manage the conflict. If you fail to resolve or deal with the conflict as required, we may immediately exercise any of our remedies in accordance with clause 24.4.

21 Notification of Problems

- 21.1 Each Party agrees that it will notify the other Party as soon as is practicable on becoming aware of any of the following:
 - (a) anything that has or is likely to materially reduce or affect your ability to provide the Services;
 - (b) a material failure to comply with any of your obligations in this Agreement;
 - (c) any serious complaints or disputes that relate to the provision of the Services; or
 - (d) any issue concerning the Services that might result in negative media or public interest.
- 21.2 The notification must be made to the other Party's Designated Representative no later than 10 Working Days after the Party becomes aware of the problem.
- 21.3 If in your opinion (acting reasonably) you determine that providing the Services consistent with:
 - (a) a material change in any of the matters addressed at clause 4.2(c); or
 - (b) a change required by us pursuant to clause 33.3;will give rise to a material increase in costs to you, you may submit to us a request for us to consider whether to increase the price we pay to you under this Agreement pursuant to clause 33.8.
- 21.4 In submitting a request you will provide us with such reasonable evidence to support your request as we may request.
- 21.5 We will, as soon as practicable, meet with you to discuss and consider whether any increase will be made. We will, within 20 Working Days of receiving your request, provide you with our written response setting out our reasons.
- 21.6 However, to avoid doubt, nothing in this clause requires us to or gives rise to an expectation that we will pay you more than the Annual Price set out in clause 2 of Schedule 1 for any given contract period.

22 Risk Management

- 22.1 You must have in place realistic and reasonable risk management processes that:
- (a) assist you to avoid the occurrence of any of the events listed in clause 21.1 ("Events");
 - (b) minimise the consequences of any Events;
 - (c) enable you to continue to provide the Services if an Event occurrence.
- 22.2 You must provide us with details of the processes if we request them, no later than 10 Working Days after the date of our request.
- 22.3 You must have in place a risk management plan that identifies and key risks and management and mitigation strategies and that is approved as part of the Annual Plan in accordance with clause 10.
- 22.4 You will review the risk management plan on a periodic basis to determine if any revised course of action is required to mitigate or otherwise address a key risk.
- 22.5 You will immediately notify us of any new or changed risks which may have a material impact on the Services.

23 Dispute resolution

- 23.1 Unless provided otherwise in this Agreement, if a Party wishes to raise a dispute with the other Party in connection with this Agreement:
- (a) that Party will send the other Party a notice ("Dispute Notice") setting out the nature of the dispute;
 - (b) the Parties will try to resolve the dispute by direct good faith negotiation; and
 - (c) if the dispute has not been resolved 20 Working Days following receipt of the Dispute Notice, either Party may require the other to submit the matter to mediation.
- 23.2 If a dispute is referred to mediation, the mediation will be conducted:
- (a) by a single mediator agreed by the Parties or, if they cannot agree, appointed by the Chair of LEADR NZ Inc;
 - (b) on the terms of the LEADR NZ Inc standard mediation agreement; and
 - (c) at a fee to be agreed by the Parties or, if they cannot agree, at a fee determined by the Chair of LEADR NZ Inc.
- 23.3 Each Party will pay its own costs of mediation.
- 23.4 Subject to clause 23.7, either Party may commence legal proceedings only if the dispute remains unresolved 20 Working Days after the matter has been submitted to mediation or such extended time as the Parties may agree.
- 23.5 Both Parties will continue to perform their obligations under this Agreement despite the existence of a dispute, subject to clause 4.5 of Schedule 1 and clauses 24.9 and 24.10.

Application of this clause

- 23.6 A Party may commence court proceedings relating to any dispute arising from this Agreement if that Party seeks urgent interlocutory relief.
- 23.7 A Party may not raise a dispute in accordance with this clause in respect of the outcome or process of any Audit.

24 Remedies for breach of obligations

Compliance requirements

- 24.1 If a Party ("Party in Breach") has committed a breach of any of its obligations under this Agreement that is (in our reasonable opinion) capable of being rectified, the other Party ("Other Party") may issue the Party in Breach with a notice specifying:
- (a) the nature of the breach;
 - (b) the actions the Party in Breach must take to remedy the breach ("Compliance Requirements");
 - (c) the timeframe, being at least 20 Working Days, within which the Party in Breach must complete the Compliance Requirements; and
 - (d) the actions required to verify that the Party in Breach has met the Compliance Requirements, which may include an Audit.
- 24.2 If we issue you with a notice under clause 24.1, we may also do one or both of the following:
- (a) withhold any payment of funding due that is, in our reasonable opinion, proportionate to the effect of the breach until the breach is remedied in accordance with the Compliance Requirements; or
 - (b) deduct a reasonable amount from any funding due to reflect the reduced value of the Services to us.

Remedies

- 24.3 If the Party in Breach does not complete a Compliance Requirement within the timeframe specified under clause 24.1(c), or where one of the grounds specified in clause 24.4 applies, the Other Party may do one or more of the following:
- (a) vary the Compliance Requirement;
 - (b) extend the timeframe to complete the Compliance Requirement (or the varied Compliance Requirement, if relevant);
 - (c) deduct any payments under this Agreement or withhold any payments under this Agreement until the Party in Breach complies with the Compliance Requirement;
 - (d) require the Party in Breach to repay any amounts already paid that relate to the breach;
 - (e) specify any amounts repayable under subclause (d) as a debt due to the Other Party
 - (f) perform the service ourselves or via a third party, and recover the reasonable costs (including any reasonable legal expenses) incurred by us from you, including by deducting such costs and expenses from payments due under this Agreement; or
 - (g) appoint a temporary manager in accordance with clauses 24.5 to 24.9.

Our immediate exercise of remedies

- 24.4 We may immediately terminate this Agreement, or terminate this Agreement in relation to any particular service provided under this Agreement, or exercise any of the remedies specified in clause 24.3 if:
- (a) in our reasonable opinion:
 - (i) there has been a material breach of this Agreement that cannot be rectified in accordance with clause 23.1;
 - (ii) there has been a material breach of this Agreement in respect of which we have issued you with a notice under clause 23.1, and you have not completed a verified Compliance Requirement within the timeframe specified under clause 23.1(c);
 - (iii) you are or will be unable to carry out or have repudiated any of your material obligations under this Agreement;

- (iv) you repeatedly fail to perform or comply with your obligations under this Agreement whether those obligations are minor or significant;
- (b) inappropriate claiming or misappropriation of funding has occurred;
- (c) you have a conflict of interest that in our opinion is so material as to impact adversely on us or the Crown, or on the delivery of the Services;
- (d) you become insolvent or are unable to establish to our reasonable satisfaction that you are sufficiently financially viable to continue to perform your obligations under this Agreement;
- (e) you make or attempt to make an assignment for the benefit of your creditors;
- (f) a receiver, receiver manager, mortgagee's or chargee's agent is appointed over all or any part of your assets, or you become subject to any form of external administration;
- (g) an application for your winding up is presented and not withdrawn or dismissed within 15 Working Days or an order is made or an effective resolution is passed for your winding up;
- (h) proceedings are initiated with a view to obtaining an order for winding up or any shareholder or director convenes a meeting for the purpose of considering or passing of any resolution for your winding up;
- (i) you cease to carry on business; or
- (j) another clause in this Agreement allows us to do so.

Appointment of a Temporary Manager

- 24.5 We may appoint a Temporary Manager under clause 24.3(g) if, in our opinion, based on reasonable grounds, urgent action is required to protect the health or safety of Consumers.
- 24.6 The Temporary Manager will be appropriately qualified and experienced to take over management of the provision of the Services in substitution for you and on your behalf and to protect the health and safety of Consumers.
- 24.7 If a Temporary Manager is appointed under this clause you must:
- (a) allow the Temporary Manager access to your Facility or other premises;
 - (b) ensure that the Temporary Manager is able to carry out his or her duties without disturbance or disruption; and
 - (c) comply with any direction or instruction given by the Temporary Manager.
- You will be liable for the reasonable costs of the Temporary Manager managing provision of the Services.
- 24.8 You must indemnify us for all claims, damages, penalties or losses including reasonable costs (but excluding indirect or consequential losses) arising from actions taken by the Temporary Manager, except costs arising from the negligence or fraud of the Temporary Manager.
- 24.9 You may dispute any action taken by us under this clause in accordance with clause 23, but we are not required to delay or suspend any such action under this clause while dispute resolution is proceeding.

Application of dispute resolution process

- 24.10 Either Party may dispute any action taken by the other Party under this clause in accordance with clause 23, but the other Party is not required to delay or suspend any such action under this clause while dispute resolution is proceeding.

Additional rights

- 24.11 The exercise of any rights provided for under this clause 24 are in addition to, and do not limit, any other right or remedy that a Party may have including, without limitation:

- (a) any other right or remedy under this Agreement; and
- (b) any right of cancellation under the Contractual Remedies Act 1979.

25 Termination for Convenience

- 25.1 We may terminate this Agreement for any reason by giving you at least 12 months' prior written notice, provided we will not exercise this right of termination during the first 3 years following the Go Live Date.
- 25.2 In the event that we exercise our right of termination under clause 25.1 we will pay you a termination charge in accordance with the following table:

Date of Termination	Termination Charge (excluding GST)
1 November 2018 to 31 October 2020	
1 November 2020 to 31 October 2022	
1 November 2022 or later	

- 25.3 Payment of a termination charge under clause 25.2 is the sole and exclusive remedy you have for termination of this Agreement under clause 25.1 and you shall not be entitled to, and you hereby waive, claims for lost profits and all other damages and expenses.

26 Rights and obligations on ending of this Agreement

- 26.1 When this Agreement ends, whether by termination, expiry, or any other reason, each Party must :
- (a) within 10 Working Days pay all overpayments or other debts to the Other Party and repay any payments made by the Other Party in advance of the provision of Services that have not yet been spent on or committed to the provision of the Services;
 - (b) return to the Other Party all Confidential Information that it holds that belongs to the Other Party within 10 Working Days; and
 - (c) comply with its obligations in clause 29, 30 and 32.
- 26.2 If we terminate this Agreement, we are not required to pay funding suspended or withheld from you under this Agreement.
- 26.3 Subject to clause 25, if this Agreement is terminated, we will only be liable to pay funding that was due for Services delivered before the date of termination.

Preservation of rights

- 26.4 Termination or expiry of this Agreement for any reason will not extinguish or otherwise affect any rights of any party against the other which:
- (a) accrued prior to the time of termination or expiry, including the right to recover sums due; or
 - (b) may arise in the future from any breach or non-observance of obligations that occurred prior to the time of the termination or expiry.
- 26.5 Clauses 3, 4 and 5 of Schedule 1, clauses 3, 4.8, 8.2-8.5, 13.1-13.5, 14, 15, 16, 17.2, 19, 24.8, 26, 29, 30, 31 and 32 of this Schedule, and clauses 5, 7.1 and 12 of Schedule 4 survive the expiration or termination of this Agreement.

27 Suspension of Services to protect Consumers

27.1 Without prejudice to our other rights and despite anything else in this Agreement, we may require you to immediately suspend provision of any or all Services when, in our opinion, on-going provision will or may prejudice the wellbeing or safety of any Consumer. Any suspension will be until we consider that the wellbeing or safety of Consumers is no longer at risk.

28 Uncontrollable Events

28.1 Neither Party will be in default under this Agreement if an obligation cannot be performed as a result of an Uncontrollable Event. However, our obligation to make payments will cease to the extent that Services are not provided.

28.2 If either Party is affected by an Uncontrollable Event, the Party affected must:

(a) notify the other Party in writing of:

- (i) the circumstances giving rise to the Uncontrollable Event; and
- (ii) the extent and likely duration of the Party's inability to perform its obligations under this Agreement; and

(b) take all reasonable steps to remedy, or reduce the impact of, the Uncontrollable Event.

Alternative arrangements

28.3 We may, after consulting with you, make alternative arrangements to ensure performance of your obligations under this Agreement during the period in which you are unable to provide them as a result of an Uncontrollable Event and for such reasonable time after that period as may be necessary for us to secure an alternative provider or providers.

28.4 The Parties may seek to agree to what extent, if any, the obligations affected by an Uncontrollable Event can be varied, and vary this Agreement accordingly.

28.5 If a Party is unable to perform its obligations under this Agreement for 20 Working Days because of an Uncontrollable Event, the other Party may terminate this Agreement immediately by written notice.

Emergency planning

28.6 You must develop, keep updated, and activate when required, a disaster recovery and business continuity plan, which must include a pandemic plan, and disaster readiness testing protocols. The plan must include established disaster resilience standards appropriate for the acuity of the different Service Components, including an ability to triage and prioritise the services depending on the emergency, and as agreed with us.

28.7 You must ensure that proposed emergency responses described in the plan are integrated, coordinated and exercised with any Ministry health emergency plan.

28.8 You must ensure that in the event of emerging emergencies or public health threats, the Service has appropriately skilled clinical staff available to liaise with us to develop guidelines and to provide information for the public and clinical staff. You will integrate any such information and guidance into the Services within a timeframe appropriate to the urgency of the situation.

28.9 You must engage in the appropriate networking and planning activities to develop and maintain your plans, and participate in regional and national exercises as we reasonably require.

28.10 You must provide a single point of contact via email and phone to be notified or contacted by our incident management team for health emergencies

29 Transfer of Service

29.1 You agree to cooperate with us to hand-over delivery of the Services to us or a Successor Provider on the expiry or termination of this Agreement. You must provide us with such assistance as we may reasonably require to ensure that any such handover is conducted smoothly and professionally, in addition to providing any Disengagement Services that we require you to provide by written notice under clause 30.1 and 30.2.

30 Disengagement Services

30.1 You must provide Disengagement Services, which will commence immediately on receipt of a notice of termination of a Service or of this Agreement, or no later than 6 months prior to the end of the term of a Service or of this Agreement, whichever is the earlier. If the latter then you will give us written notice prior to commencement of the Disengagement Services that the Disengagement Services will commence as at a specified date.

30.2 Without limitation, the Disengagement Services may include (at our option and as advised in writing by us):

- (a) returning any of our property or Work that you possess or that is under your control, in the condition in which it was supplied, excluding reasonable wear and tear;
- (b) transferring your knowledge about the Services by:
 - (i) providing a written update to our nominated staff or Successor Provider on the delivery of the Services;
 - (ii) taking any other steps that are necessary to ensure Records, Work, and knowledge of the Services are fully transferred to us, the Successor Provider, or other Party nominated by us, in order for the Services to be completed or continue to be provided to Consumers; and
 - (iii) ensuring that knowledge, Records, Work and documents that are provided are current and in a format, and of sufficient quality, clarity and completeness to enable us to understand and use them for whatever purposes we see fit;
- (c) allowing us or the Successor Provider to enter your Facility for the purpose of facilitating the transfer;
- (d) co-operating with our Staff or that of the Successor Provider;
- (e) supplying us or the Successor Provider with contact details for all Consumers and their families or nominated representatives;
- (f) assisting us to communicate with all Consumers and their families or nominated representatives;
- (g) helping us facilitate the exit or transfer of the Consumers from your Services to the Successor Provider;
- (h) answering all relevant questions and providing any information reasonably requested by us or the Successor Provider;
- (i) facilitating the transfer of personnel required to perform the Services to us or the Successor Provider;
- (j) using reasonable efforts to grant or procure any licences on reasonable commercial terms for us or the Successor Provider to continue to use any Intellectual Property used as part of the Services;
- (k) using reasonable efforts to procure novation to us or the Successor Provider of any sub-contractor or third party agreements where those agreements themselves extend beyond the term of the Disengagement Period;

- (l) transferring to us any social media accounts used in providing the Services;
- (m) returning or destroying any of our confidential documents including hardcopy and softcopy or copies of such documents (together with confirmation or evidence of destruction if we require destruction of such documents) as requested by the us;
- (n) migrating the Services required to us or to a Successor Provider, whichever is applicable; and
- (o) providing suitable training and transfer of knowledge and knowhow to us or a Successor Provider's employees who may be assuming responsibility for the Services.

30.3 You must not do anything which prejudices or frustrates the transition of the responsibility for the provision of the Services.

30.4 You will, within 10 Working Days (or some other period as agreed between us), of the commencement of the Disengagement Services, appoint a suitably qualified person as Disengagement services manager.

30.5 Where we agree that the secondment of additional suitably qualified personnel is necessary to assist with the Disengagement Services, you will arrange or procure such secondment at your current rates.

Disengagement Plan

30.6 You will develop and we will approve, such approval not to be unreasonably withheld, a Disengagement Plan within 20 Working Days (or some other period as agreed between the Parties), of the commencement of the Disengagement Services. A Disengagement Plan will provide sufficient detail to enable the Parties to understand, manage and execute the Disengagement Services within the Disengagement Period.

30.7 More specifically, a Disengagement Plan will specify the processes and procedures to give effect to the transition of responsibility for the provision of the Services in accordance with the terms of the Services Agreement;

- (a) include a detailed description of the following:
 - (i) the management structure (including the involvement of the Disengagement services manager) and roles and responsibilities of the personnel to be used for the Disengagement Services (including the transfer process);
 - (ii) hand-over plans for the delivery or return of any relevant Ministry materials, Ministry data migration processes, ramp-down procedures, and sign off criteria and procedures for specified disengagement related tasks;
- (b) identify the tasks to be performed to effect the transfer of the Services to us or to the Successor Provider;
- (c) specify a timetable for the Disengagement Services;
- (d) identify key dependencies and risks;
- (e) include risk mitigation planning and "fall-back" contingency planning in the event of disruption to the Services during the Disengagement Period;
- (f) provide for the right of access to your personnel for the purpose of effecting disengagement;
- (g) identify all consultancy and training support services to be provided during the Disengagement Period;
- (h) provide for the development of appropriate communications in accordance with our communication plan or requirements as advised by us; and
- (i) provide for a post-disengagement review processes.

30.8 In the event that we have selected a Successor Provider we will warrant to you in writing that we have entered into a confidentiality agreement with the Successor Provider regarding the Services. You will

not be required to commence or continue any Disengagement Services until we have provided the written warranty.

30.9 For so long as this Agreement or any part of it remains in effect and during the Disengagement Period:

- (a) we will continue to pay you in accordance with the terms of this agreement to the extent that you are continuing to supply the Services (with a pro-rata apportionment of charges, as appropriate where you are providing only part of the Services); and
- (b) Disengagement Services (which, for the purposes of this clause, includes only services directly related to disengagement and will not include the continuation of any ongoing Services) must be provided by you at an agreed charge, or where the Parties are unable to agree the applicable charge, at a rate determined in accordance with clause 22 as being an appropriate rate for the provision of such services in such circumstances.

Continuation of Services

30.10 If requested by us you must for a period of up to 6 months from the End Date:

- (a) continue to provide Services to each Consumer until they leave your Service;
- (b) provide all reasonable assistance to us or any Successor Provider; and
- (c) provide any Records, material or other information that we may request to assist in the on-going delivery of the Services.

30.11 We will make payments to you in relation to Services provided under this clause 30, but otherwise cease making payments to you.

Consumers informed

30.12 If this Agreement expires or is terminated, which results in a change in the delivery of the Services, both of us will use our best endeavours to ensure that any affected Consumers are informed of the changes to the Services and advised of the options (if any) for continuing to receive the Services.

30.13 You may not communicate with Consumers or their families or nominated representatives regarding the expiry or termination of this Agreement or transition of the Services without our prior written approval as to the form and content of any such communication.

31 Our Liability

Our liability

31.1 Save for our payment obligations in clauses 3 to 5 of Schedule 1, we are not liable to you for any claims, damages, penalties, losses or any other costs which you incur however those arise, whether pursuant to this Agreement, in negligence or otherwise.

31.2 If however we are found to be liable for any of these whether at law, by statute, in equity or otherwise arising from the relationship between us and you, our liability to you for any single event or series of related events is limited to the amount paid to you for the Services in the month prior to the relevant claim being brought to our attention.

32 Intellectual Property

Existing Material

32.1 Each Party and any third party retains ownership of all of its Existing Material. Nothing in this Agreement is intended to deprive either Party or any third party of its Intellectual Property in Existing Material.

Intellectual Property in the Work

32.2 Subject to clause 32.1, and unless otherwise agreed in writing between us, Intellectual Property in the Work and the Services (excluding the Excluded Items) will be the property of the Ministry as such rights arise, and you acknowledge that the Ministry owns the Intellectual Property in the Work and the Services (excluding the Excluded Items). To the extent that any Intellectual Property does not so vest in the Ministry, and it vests in you, you irrevocably assign ownership of such Intellectual Property to us as such rights arise. You agree to waive, or arrange for the waiver of, all rights granted to the author of the Work and the Services (excluding the Excluded Items) under Part 4 of the Copyright Act 1994.

Licences and warranties

32.3 We grant you a non-exclusive, revocable, royalty free licence to use the Intellectual Property in the Work and the Services and any Existing Material we own for the sole purpose of you performing your obligations under this Agreement.

32.4 In addition to the licence granted in clause 32.3, you may, with our prior written consent for each proposed use (such consent not to be unreasonably withheld), use the Intellectual Property in the Work and the Services for the purpose of supporting the delivery of health services in New Zealand. Valid reasons for the Ministry withholding its consent under this clause 32.4 include, without limitation:

- (a) protection of personal information or other privacy and/or confidentiality considerations;
- (b) protection of third party Intellectual Property; and/or
- (c) maintaining control over and ensuring the integrity and accuracy of health education resources and promotion material in the New Zealand health sector.

32.5 You grant and will arrange for any third party to grant us and any third party appointed by us, a perpetual, non-revocable, non-exclusive, sub-licensable, transferable, fully paid up, worldwide licence(s) to use, copy, modify and distribute all Intellectual Property in the Work and/or the Services (excluding the Excluded Items) that is not owned by us or otherwise licensed to us under this Agreement for any purpose whatsoever.

32.6 You will procure that your Technology Providers will grant to us and any third party appointed or nominated by us, a perpetual, non-revocable, non-exclusive, sub-licensable, transferable, fully paid up licence to use, copy, modify and distribute Visual User Interfaces, for any purpose related to health services or our other functions or purposes, such license to be granted as the Intellectual Property in each Visual User Interface arises. For the avoidance of doubt, nothing in this Agreement shall purport to or have the effect of transferring any ownership of Third Party Software to us.

32.7 The Parties acknowledge that it is anticipated that the use of the TS Databases will be governed by a separate agreement.

32.8 You undertake, at your own reasonable expense, to execute and deliver any document and to do all things as may reasonably be required in order to assist, in respect of matters within your control, the Ministry to obtain the full benefit of this Agreement according to its true intent, including assisting the Ministry to register as proprietor of, and to perfect the Ministry's title or license to, any Intellectual Property owned by or licensed to the Ministry under this Agreement.

32.9 You warrant that you are legally entitled to do the things stated in this clause 30.

32.10 You warrant that the use and possession of the Intellectual Property provided by you and incorporated into the Services or the Work do not infringe the Intellectual Property of any third party.

Security of Work and Existing Material

32.11 You agree to establish and maintain procedures and take all reasonable steps to secure all Work and our Existing Material against loss, unauthorised access, use, modification, or disclosure.

Publication of Work

- 32.12 You may not use or publish Work for any purpose, or allow any third party to do so, without our prior written consent, and subject to any conditions we may impose, such consent not to be unreasonably withheld by us.

33 Entire agreement and variation

- 33.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior communications, negotiations, arrangements and agreements between the Parties concerning the subject matter of this Agreement.
- 33.2 No agreement varying or extending this Agreement, including the scope of the Services, is legally binding unless it is in writing and signed by both Parties.

Variations on requirement due to law, policy or funding changes

- 33.3 We may require you to vary this Agreement by written notice to you so we may comply with a law change, change in government policy, or change in funding.
- 33.4 Where possible, we will give you at least 20 Working Days' notice of the proposed variation.
- 33.5 The Parties will consult and decide to what extent, if any, this Agreement can be varied and, if agreement is reached, document that agreement pursuant to 33.2. If in your opinion (acting reasonably) you determine that providing the Services consistent with the proposed variation will give rise to a material increase in costs to you, you may submit a request for us to consider whether to increase the price we pay to you under this Agreement under clause 21.3.
- 33.6 If no agreement as to the change required is reached within:
- (a) 20 Working Days of us giving you notice of the proposed variation;
 - (b) if you submitted a request in accordance with clause 21.3, 20 Working Days of us providing you with a written response under clause 21.5; or
 - (c) such other period of time agreed by the Parties;
- then either Party may terminate this Agreement by giving at least 20 Working Days' notice.
- 33.7 Both Parties must continue to comply with their obligations during this process.

Variations for price increases

- 33.8 We may vary this Agreement to increase the price we pay you for providing the Services, by giving you at least 20 Working Days' written notice of the increase.
- 33.9 The increase will become effective on the date specified in the notice, unless you give us written notice, no later than 10 Working Days before that date that you do not agree to the increase.

34 General

- 34.1 Nothing in this Agreement constitutes, or is taken to constitute, a legal relationship between the Parties of partnership, joint venture, agency or employment.
- 34.2 Neither Party has the authority to bind or represent or will attempt to bind or represent the other Party in any way or for any purpose.
- 34.3 A waiver by a Party of any breach of a provision of this Agreement must be made in writing and is not, and will not be deemed to be, a waiver of any other or subsequent breach.

- 34.4 The failure of any Party to enforce a provision of this Agreement at any time does not mean that the Party has waived its right to enforce that provision.
- 34.5 The exercise by either of us of any express right set out in this Agreement does not limit any other rights, powers or remedies available under this Agreement, at law or in equity.
- 34.6 This Agreement is not intended to confer legally enforceable benefits on any person who is not a party to it and no third party may enforce any of the provisions in this Agreement.
- 34.7 This Agreement will be governed by, and construed in accordance with, the laws of New Zealand and the Courts of New Zealand will have exclusive jurisdiction.

Delivery of notices

- 34.8 Any notice under this Agreement must be in writing and include the Agreement Number, and may be delivered personally, or by courier, email, or facsimile transmission to the Designated Representative of the recipient Party at the physical or email address, or facsimile number specified in Schedule 1.
- 34.9 A notice will be considered to be received:
- (a) if delivered personally or by courier on the date of delivery;
 - (b) if delivered by email, at the time the email enters the recipient Party's information system and is not returned undelivered or as an error; or
 - (c) if delivered by facsimile, on the date that the sender receives confirmation that the notice was delivered successfully to the facsimile number of the Party receiving notice.
- 34.10 A notice may only be given by a Party's Designated Representative or a person nominated by a Party's Designated Representative in writing to give notices under this Agreement.

Public statements

- 34.11 Neither Party may use the other Party's logo in its publications, public statements, promotional material or promotional activities without first obtaining the other Party's prior written consent to that use, and then only in accordance with the other Party's instructions.
- 34.12 Neither Party will, during or after the term of this Agreement directly or indirectly criticise the other Party externally, unless that Party has first discussed the matters of concern with the other in good faith and in a constructive and co-operative manner.

35 Interpretation and Definitions

Interpretation

- 35.1 In this Agreement, unless the context otherwise requires, a reference to any statute or other law includes regulations and other rules made under it and consolidations, amendments, re-enactments or replacements to any of them.
- 35.2 "We", "us" and "our" means the Ministry.
- 35.3 "You" and "your" means the Party named in this Agreement as the provider of the Services, its Staff and permitted subcontractors and assignees.

Definitions

- 35.4 In this Agreement, unless the context otherwise requires:
- Agreement** means these terms, all Schedules and any variations and the Annual Plan.

Annual Financial Statements means your audited annual financial statements, as defined in section 8 of the Financial Reporting Act 1993, or, if your accounts are not required by law to be audited, your annual financial statements including a declaration of solvency by your directors or trustees

Annual Plan means the plan prepared annually by the Parties in accordance with clause 10.

Auditor means a person who is acting as our representative and is authorised by us to Audit on our behalf under the terms of this Agreement.

Audit includes assessment, inspection, monitoring, audit, investigation, review and evaluation of your performance and your compliance with this Agreement and includes (without limitation) an audit of service quality or quantity, claiming activity, business governance and financial management and solvency.

Change of Control means, in relation to a person (the "first person"), where a person acquires Control of the first person or where a person who Controls the first person ceases to do so.

Change Request means the submission by either of us to the Service Improvement Board for a change to the Services as defined in clause 6.2.

Confidential Information means information that:

- (a) is by its nature confidential;
- (b) is advised by either Party to the other as being confidential;
- (c) is specified as confidential by this Agreement; or
- (d) the recipient otherwise knows or ought to know is confidential.

Consumer means a person or organisation other than the Ministry who uses or receives the benefit of the Services, such as a service user, Client, Caller, or Patient.

Control means, in relation to a person (the "first person"), the ability of a person (the "second person") to ensure that the activities and business of the first person are conducted in accordance with the wishes of the second person, whether through ownership of voting shares, contract or otherwise. Without limitation, the direct or indirect beneficial ownership of more than 50% of the voting shares of a person is deemed to constitute control.

Crown includes the **Ministry** and any other government department, entity (including Crown entities), or agency.

Disengagement Services means the services that we require you to provide during the Disengagement Period as set out in our written notice to you, in accordance with clause 30.

Disengagement Period means the period during which you are required to provide the Disengagement Services, in accordance with clause 30.

Disengagement Plan means the plan prepared in accordance with clause 30 relating to the provision of Disengagement Services.

Designated Representative means the person listed in Schedule 1 as our and your Designated Representatives

Eligible Persons means those persons who qualify for the Services under the New Zealand Public Health and Disability Act 2000 and any directions issued pursuant to sections 32 and 33.

End Date means the date identified in Schedule 1, as extended in accordance with the terms of this Agreement (if relevant).

Excluded Items means the Third Party Software, the TS Databases and the Visual User Interfaces.

Existing Material means all Intellectual Property in existence prior to the commencement of this Agreement.

Facilities means premises occupied by you where any obligation under this Agreement is undertaken, and may include a vehicle.

FTE means full time equivalent position to be filled by your Staff in accordance with a Service Schedule to this Agreement.

Go-Live Date means the date on which you will begin providing the Services to Consumers under this Agreement, which will be 1 November 2015.

GST means Goods and Services Tax under the Goods and Services Tax Act 1985.

Health Information means health information as defined in the Privacy Act 1993 and codes developed under that Act, and includes clinical records.

Implementation Period means the period between the Start Date and the Go-Live date.

Implementation Plan means the plan made in accordance with clause 11 detailing how the Service will be implemented.

Intellectual Property includes copyrights, design rights, patents, trade or service marks (whether or not registered and including applications for registration) and all rights or forms of protection of a similar nature.

Ministry means the Ministry of Health (by whatever name known) and any successor department of state and includes the Director-General of Health and any of his or her delegates.

Objective includes the objectives specified in our statement of intent.

Quality Specifications means all the quality specifications set out in Schedule 4 and elsewhere in this Agreement.

Records means information that is held by you or on your behalf and which is relevant to the provision of the Services, including written or electronically stored information, data, administrative materials, a Consumer's Health Information, receipts and invoices, your accounts and financial reports and information about other services that you provide to the Crown (including contracts for such services) that relates to or may affect the delivery of the Services under this Agreement.

Services means the services set out in Schedule 2.

Service Components means the components of the Services described in Schedule 2.

Service Improvement Board means the board established in accordance with clause 6 to review and ensure continuous improvement of the Services.

Service Report means a report required by us in respect of the Services provided by you, to contain the following:

- (a) a description of the Services provided;
- (b) information about volume (if applicable);
- (c) information about the extent of achievement of agreed indicators;
- (d) information as to how the Services have contributed to the achievement of any outcome(s) specified in Schedule 2;
- (e) recommendations about changes to delivery of the Services; and
- (f) any other information required by us.

Staff includes representatives, agents, contractors, subcontractors, volunteers, employees, directors and trustees.

Start Date means the date you will begin providing the Services to the Ministry under this Agreement, as specified in Schedule 1 (the Agreement Start Date).

Strategy means a strategy determined by the Minister under section 8 or 9 of the New Zealand Public Health and Disability Act 2000

Successor Provider means a Provider nominated by us to provide all or some of the Services on the expiry or termination of this Agreement.

Technology Providers means third parties that are not your related companies and which are contracted by you in relation to the Services, and are detailed in clause 18.5 as a “Technology Provider”.

Third Party Software means proprietary software source code and related business logic, procedures and processes, methods of operation, concepts, ideas, know-how, data structures and algorithms (together with all updates, upgrades enhancements, extensions, modifications and/or adaptations thereof) which may form part of the Work or the Services and which is developed or supplied by or on behalf of a third party (including the Technology Providers) which is not a related company of you, but does not include Visual User Interfaces, and/or TS Databases.

TS Databases means the Toxic Substances and Adverse Reaction Reporting Databases previously created under contract between the Ministry and Otago University.

Uncontrollable Event means an event that is beyond the reasonable control of the Party immediately affected by the event and includes industrial action taken by Staff, but does not include any risk or event either caused by any lack of funds or that the Party affected could have prevented or overcome by implementing industry appropriate risk management planning, operating sound business practices, or taking reasonable care.

Visual User Interface means the visual user interface look and feel of the Work or the Services whether being the standard visual user interface look and feel or the visual user interface look and feel as specifically configured for the Services or the Work.

Work means all the documents, outputs, deliverables, and other materials produced in connection with the Services, including without limitation, Visual User Interfaces, all reports, papers, data, information (including personal and other information about Consumers and other persons and information relating to the Services), software, business logic, data structures, algorithms, user interface designs, know-how, electronic documents, phone numbers, trademarks, logos, branding, education resources, promotional material, domain names, URLs and recordings, and including any enhancements, modifications, or adaptations to any Existing Material.

Working Day means a day of the week other than—

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day (or, if Anzac Day falls on a Saturday or Sunday, the Monday after Anzac Day, the Sovereign's birthday, Labour Day, and Waitangi Day (or, if Waitangi Day falls on a Saturday or Sunday, the Monday after Waitangi Day); and
- (b) a day in the period commencing on 25 December in any year and ending on 2 January in the following year; and
- (c) if 1 January in any year falls on a Friday, the following Monday; and
- (d) if 1 January in any year falls on a Saturday or a Sunday, the following Monday and Tuesday

SCHEDULE 4 – Quality Specifications

1 Quality of Services

- 1.1 The Quality Specifications define the quality of the Services and have been developed to ensure a common basis for quality among providers of similar Services nationally. They focus on key processes and outcomes.

2 Quality management system

- 2.1 You agree to develop, document, implement and evaluate at least annually an effective quality management system for managing and improving the quality of Services in order to achieve the best outcomes for Consumers and the most cost effective use of available resources.

- 2.2 That system must include:

- (a) a documented quality system that specifies how you will lead, support and implement quality assurance and improvement and incorporates:
 - (i) written and implemented systems;
 - (ii) processes for and evidence of Consumer input into your provision of Services and your quality plan; and
 - (iii) processes for sound financial management.
- (b) a quality strategy that explicitly states your quality philosophy and that supports achievement of national directions for quality assurance and improvement and guidelines for good practice;
- (c) a quality plan that identifies arrangements necessary to achieve your quality strategy, being of a size and scope appropriate to the size of the Services and that includes at a minimum:
 - (i) clear quality objectives;
 - (ii) designated organisational and staff responsibilities;
 - (iii) time frames for completion;
 - (iv) identification of resources required to implement the plan; and
 - (v) a mechanism by which the plan's implementation will be regularly monitored.

3 Quality Specifications to apply to all Services

- 3.1 You must provide all Services according to the following Quality Specifications:

- (a) all legislative and regulatory requirements, including those set out in the Code of Health and Disability Services Consumers' Rights;
- (b) requirements of our Māori health policy and strategies;
- (c) identified needs of Consumers, carers and families;
- (d) any relevant good practice guidelines;
- (e) professional standards and codes relevant to the Services; and
- (f) sector standards relevant to the Services, including certification standards specified under the Health and Disability Services (Safety) Act 2001.

4 Written policies, procedures and similar information

- 4.1 If, to comply with a term of this Agreement, a Health and Disability Sector Standard, or if we reasonably require, you need to develop a policy, protocol, procedure, programme, guideline, system or plan, you must:
- (a) develop a written document, which is to focus on relevant practical and meaningful content;
 - (b) demonstrate an effective document control system, which includes reviewing and updating all such documents regularly and as required by current performance or risks;
 - (c) demonstrate implementation through documentation, supported if appropriate by interviews with Staff and Consumers;
 - (d) demonstrate that Staff have ready access to these documents and are adequately informed of the content and the intent of these written documents; and
 - (e) provide us with a copy of the document on request.
- 4.2 The New Zealand health sector's definition of the documents referred to in clause 4.1 are:
- (a) a policy is a systematically developed document based on legislation, standards, regulations and/or the health provider's requirements. Policy compliance is mandatory.
 - (b) a protocol or procedure is a written set of instructions describing the approved and recommended steps - based on research or expert opinion - for a particular act or series of acts. It is mandatory for Staff to follow a protocol or procedure unless there is a good reason for not doing so, and this reason is documented in the clinical record, or to the manager, at the time the procedure is not followed.
 - (c) a guideline is a systematically developed statement of principles and/or best practice to be used in specific circumstances. Staff are advised to be guided by these, but compliance with them is not mandatory.

5 Protection of Consumers' personal information

- 5.1 You will comply with the Privacy Act 1993 and the Health Information Privacy Code 1994.
- 5.2 You will:
- (a) ensure that any personal or health information you hold about a Consumer is protected by reasonable security safeguards against loss or unauthorised access, use, modification or disclosure
 - (b) appoint a privacy officer
 - (c) advise the Ministry's Designated Representative promptly if there is a privacy breach involving information about a Consumer
 - (d) have a privacy policy which complies with the Privacy Act 1993 and the Health Information Privacy Code 1994.
- 5.3 You agree that we may assess your privacy policy and practice as it relates to Consumer personal information. You will cooperate with any privacy assessment, including completing self-assessments on request.

6 Services information and Staff

- 6.1 You must ensure that Consumers and referrers have access to appropriately presented information on the Services in order to enable them to find out more about the Services and to access them if required and entitled.

- 6.2 That information may be in the form of a brochure and must include at least information as to:
- (a) the Services you offer;
 - (b) the hours the Services are available;
 - (c) who is eligible for the Services;
 - (d) how to access the Services (e.g. whether a referral is required);
 - (e) Consumer rights and responsibilities, including reference to the Code of Health and Disability Services Consumers' Rights and to the Consumer's right to enforce this Agreement;
 - (f) availability of cultural and advocacy support; and
 - (g) after hours or emergency contact, if necessary or appropriate.
- 6.3 The information must be presented in a manner appropriate to the communication needs of Consumers and communities.
- 6.4 Your Staff undertaking or observing Services delivery must identify themselves to all Consumers and family/whānau.

7 Complaints procedure

- 7.1 You must enable Consumers/families/whānau and others to make complaints through a written and implemented procedure for the identification and management of complaints. This procedure must meet the Code of Health and Disability Services Consumers' Rights requirements and must also ensure that:
- (a) the complaints procedure is made known to and easily understandable by Consumers;
 - (b) all parties have the right to be heard;
 - (c) the person handling the complaint is impartial and acts fairly;
 - (d) complaints are handled at the level appropriate to the complexity or gravity of the complaint;
 - (e) any corrective action required following a complaint is undertaken;
 - (f) it sets out the various complaints bodies to whom complaints may be escalated and the process for doing so, including a Consumer's right to direct that complaint to the Health and Disability Commissioner in the event of non-resolution of a complaint;
 - (g) complaints are handled sensitively, with due consideration of cultural or other values;
 - (h) Māori Consumers and their whānau will have access to a Māori advocate to support them during the complaints process;
 - (i) Consumers who make a complaint, or on whose behalf families/whānau make a complaint, continue to receive Services which meet all contractual requirements;
 - (j) complaints are regularly monitored and any trends identified in order to improve Service delivery; and
 - (k) it is consistent with our complaints policies as notified from time to time.

8 Ethical review

- 8.1 If you conduct research and innovative procedures or treatments you must have written and implemented policies and procedures for seeking ethical review and advice from an accredited Ethics Committee in accordance with the current "National Standard for Ethics Committees".

9 Prevention of Abuse and Injury or Infection

- 9.1 You must safeguard Consumers, staff and visitors from abuse, including physical, mental, emotional, financial and sexual maltreatment or neglect.
- 9.2 You must have policies and procedures on preventing, detecting and removing abuse and/or neglect that include definitions of abuse and neglect, outline the responsibilities of Staff who suspect actual or potential abuse (including immediate action, reporting, monitoring and corrective action), and reference the complaints procedure.
- 9.3 In accordance with section 16 of the Vulnerable Children Act 2014, you will:
- (a) adopt, as soon as practicable, a child protection policy (in respect of the provision of children's services within the meaning of section 15 of that Act) that complies with section 19 of that Act; and
 - (b) review that policy thereafter a minimum of every 3 years; and
 - (c) in accordance with best practice, post a copy of the child protection policy on your internet site.
- 9.4 You must ensure that Staff participate in family, inter-agency or court proceedings to address specific cases of abuse and neglect.
- 9.5 You must safeguard Consumers, staff and visitors from harm and untoward risk arising from avoidable incidents, accidents and hazards when in your Facilities or receiving your Services.
- 9.6 You must have policies and procedures in place to identify and reduce the consequences and/or likelihood of risks, hazards, incidents and accidents and ensure compliance with all health and safety legislation and relevant codes of practice.
- 9.7 You must have robust processes in place to review serious events, to take actions to prevent recurrence and to share the learnings internally and with us.
- 9.8 You must safeguard Consumers, staff and visitors from infection. You must have environmental and hygiene management/infection control policies and procedures which minimise cross-transmission of infection within your Service and the likelihood of adverse health outcomes arising from infection for Consumers, Staff and visitors. These policies and procedures must meet any relevant profession-specific requirements, include definitions, outline the responsibilities of Staff (including immediate action, reporting, monitoring and corrective action) and specify training.

10 Entry into Services and declining Services

- 10.1 You must manage Consumer entry into your Services in a timely, equitable and efficient manner, to meet assessed need.
- 10.2 You must have policies and procedures to manage the immediate safety of any Consumer to whom entry to the Services is declined and, if necessary, the safety of their immediate family/whānau and the wider community.
- 10.3 The policies and procedures must include:
- (a) applying agreed criteria for providing Services;
 - (b) ensuring all diagnostic steps have been taken to identify serious problems which may require your Services;
 - (c) advising the Consumer and/or their family/whānau of appropriate alternative services;
 - (d) where appropriate advising the family/whānau or other health providers that you have declined Services;

- (e) recording that entry has been declined, giving reasons and other relevant information; and
- (f) having in place processes for providing this information to us.

11 Plan of Care/Service Plan

- 11.1 You must deliver to Consumers Services that meet their individual assessed needs, reflect current good practice, and are co-ordinated to minimise potentially harmful breaks in provision.
- 11.2 If a Service requires a care or Service plan you must develop for each Consumer a written, up to date plan and/or record of treatment that:
- (a) is based on assessment of the Consumer's individual needs, including cultural needs;
 - (b) includes consultation with the Consumer;
 - (c) where appropriate, and with the consent of the Consumer, includes consultation with the Consumer's family/whānau and/or caregivers;
 - (d) contains detail appropriate to the impact of the Services on the Consumer;
 - (e) facilitates the achievement of appropriate outcomes as defined with the Consumer; and
 - (f) includes plans for discharge/transfer.

12 Planning Discharge from the Services or Transfer

- 12.1 You must collaborate with other health providers to ensure Consumers access all necessary services.
- 12.2 When a Consumer is transferred or discharged from your Services and accesses other services it must be without avoidable delay or interruption by you.
- 12.3 You must have policies and procedures for planning and implementing discharge/exit/transfer from your Services that facilitate appropriate outcomes as defined with the Consumer and include:
- (a) defined Staff responsibilities for discharge planning;
 - (b) incorporating discharge planning into the Consumer's care/Service plan, where appropriate from or before admission;
 - (c) full involvement of the Consumer in planning discharge;
 - (d) involvement of family/whānau, including advising them of discharge, as appropriate;
 - (e) assessment and management of any risks associated with the discharge;
 - (f) informing the Consumer of the Consumer's condition, possible future course of this, any risks, emergency contacts, and how to access future treatment, care or support services; and
 - (g) where appropriate, involving the original referrer and the health professional having ongoing responsibility for the Consumer in planning discharge and informing them of confirmed discharge arrangements.

13 Death/Tangihanga

- 13.1 You must have policies and procedures to follow in the event of a death that are culturally appropriate for that particular Consumer, for example meeting the needs of Māori, and include:
- (a) immediate actions, such as calling appropriate emergency services;
 - (b) necessary certification and documentation, which may include notifying us; and
 - (c) notification of next of kin and arrangements as to the care of the deceased until responsibility is accepted by the family or a duly authorised person.