

Agreement

between

Waitemata DHB

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Takapuna
North Shore City 0740

Ph: 09 486 8900

Contact:

Shayne Wijohn

and

Te Whanau O Waipareira Trust

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Māori Local COVID-19 Vaccination Centre

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Contact:

John Tamihere

CONTENTS OF THIS AGREEMENT

PART 1 HEAD AGREEMENT

Section A Summary

PART 2 GENERAL TERMS

Section B Standard Conditions of Contract (SCC)

Section C Provider Quality Specifications (PQS)

Section D Standard Information Specifications (SIS)

PART 3 SERVICE SCHEDULES

Section E Provider Specific Terms and Conditions

Section F Service Specification

A: SUMMARY

A1 Agreement to Purchase and Provide Services

- A1.1 We agree to purchase and you agree to provide services on the terms and conditions set out in the Agreement.
- A1.2 The Agreement means all documents included in Part 1 (this document, to be referred to as the Head Agreement), together with Parts 2 and 3 (the documents listed in the Agreement Summary below).
- A1.3 The Agreement sets out the entire agreement and understanding between us and supersedes all prior oral or written agreements or arrangements relating to its subject matter.

A2 Duration of the Agreement, and Components of the Agreement

- A2.1 Part 2 (the General Terms) will apply for the period specified in the Agreement Summary below, or until terminated in accordance with the Agreement, subject to any rights to review, extend, vary or terminate any of these documents in accordance with the terms of this Agreement.
- A2.2 Each Service Schedule will apply for the period specified in Part 3, and shown in the Agreement Summary below, subject to any rights to review, extend, vary or terminate any of these documents in accordance with the terms of this Agreement.
- A2.3 The Agreement will automatically terminate upon the expiry of all Service Schedules in Part 3. Notwithstanding any end date given in Part 2 (the General Terms) the terms and conditions of Part 2, including the right to terminate the Agreement or any part of the Agreement, Part 2 (the General Terms) will be deemed to continue as long as there is one or more active Service Schedule in Part 3.

A3 Relative Priorities of the Component Parts of the Agreement

- A3.1 In the event of any conflict between the terms of the Provider Specific Terms and Conditions within Part 3 (Service Schedules) and any other part of the Agreement, the terms of the Provider Specific Terms and Conditions within Part 3 (Service Schedules) will have priority.
- A3.2 In the event of any conflict between the terms of Part 2 (the General Terms) and Part 3 (the Service Schedules), the terms of the Service Schedules will have priority.

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| A3.3 | In the event of any conflict between the terms of Section B (the Standard Conditions of Agreement) and Section E (the Provider Type Terms and Conditions), the terms of Section E (the Provider Type Terms and Conditions) will have priority. |
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A4 Enforceability of the Agreement, and its Component Parts

- A4.1 If any provision in any of the documents listed in the Agreement Summary below is lawfully held to be illegal, unenforceable or invalid, the determination will not affect the remainder of the relevant document or the Agreement, which will remain in force.

- A4.2 If an entire document listed in the Agreement Summary below is lawfully held to be illegal, unenforceable or invalid, the determination will not affect any other documents listed in the summary or the Agreement, which will remain in force.
- A4.3 If any provision in any of the documents or an entire document listed in the Agreement Summary below is held to be illegal, unenforceable or invalid, then we agree to take such steps or make such modifications to the provision or document as are necessary to ensure that it is made legal, enforceable or valid. This is in addition to and not in substitution of our rights to give notice of the terms and conditions on which we will make payments to you pursuant to section 88 of the New Zealand Public Health and Disability Act 2000 or otherwise.
- A4.4 The above provisions with respect to illegality, unenforceability or invalidity are not to affect any rights validly to terminate any of the documents in the above schedule or the Agreement as a whole in accordance with the terms of the Agreement or otherwise.

A5 Agreement Summary

- A5.1 This section lists all documents included in The Agreement. The Agreement comes into effect from the commencement date identified in Part 1 below. This summary will be updated, by an agreement variation, whenever there is a change to this list.

A6 Part 1 – The Head Agreement

Document	Commencement Date
This document	8 April 2021

A7 Part 2 – The General Terms

Document	Document Version No	Commencement Date	End Date, if specified
Conditions of Agreement	1.0	8 April 2021	23 May 2021
Provider Quality Specifications	1.0	8 April 2021	23 May 2021
Standard Information Specifications	1.0	8 April 2021	23 May 2021
Provider Type Terms and Conditions	1.0	8 April 2021	23 May 2021

A8 Part 3 - The Service Schedules


Service Schedule(s)	Reference/ Version No.	Commencement Date	End date
COV1901 COVID-19 Vaccination	1.0	8 April 2021	23 May 2021

A9 Signatures

Please confirm your acceptance of the Agreement by signing where indicated below.

For Waitemata DHB:

 (signature)

Name:  Dr Dale B. Miley
Position: Chief Executive Officer
Date: 16 April 2021
Waitemata District Health Board

For Te Whanau O Waipareira Trust:

 (signature)

Name: John Tamihere
Position: Chief Executive Officer
Date: 23 June 2021

Proactively released

PART 2: GENERAL TERMS

- 2. 01** This Part 2 contains all of the parts of the Head Contract, as listed in the Contract Agreement (Agreement Summary).
- 2. 02** Each of the documents in Part 2 (the Head Contract) form part of the Agreement between us, as defined in the Contract Agreement or in a subsequent Variation to the Contract Agreement, as applicable.
- 2. 03** Section B -the Standard Conditions of Contract set out the conditions on which our relationship with all our providers is based.
- 2. 04** Section C -the Provider Quality Specification (PQS) sets out the minimum quality of service required of all our providers. Where appropriate, the PQS also requires providers to meet the Health and Disability Sector Standards. The PQS applies to all Services provided under the Agreement. More detailed and service specific quality requirements are included in the Service Schedules.
- 2. 05** Section D -the Standard Information Specifications (SIS) sets out information management principles required of all our providers. The SIS applies to all Services provided under the Agreement. More detailed and service specific information requirements are included in the Service Schedules.

B: STANDARD CONDITIONS OF CONTRACT

INTRODUCTION

B1 Standard Conditions

- B1.1 Any Agreement you enter into with us will be deemed to include the following Standard Conditions.
- B1.2 If however any other terms in the Agreement directly conflict with these Standard Conditions, the other terms will have priority.
- B1.3 There is a glossary at the back of these Standard Conditions setting out definitions, interpretations and terms used.

B2 Treaty of Waitangi and Māori Health Statement

- B2.1 The Treaty of Waitangi establishes the unique and special relationship between iwi, Māori and the Crown. As a Crown entity the District Health Board considers the Treaty of Waitangi principles of partnership, proactive protection of Māori health interests, co-operation and utmost good faith, to be implicit conditions of the nature in which the internal organisation of the District Health Board responds to Māori Health issues.

B3 Relationship Principles

- B3.1 The following values will guide us in all our dealings with each other under the Agreement:
- a) Integrity – we will act towards each other honestly and in good faith.
 - b) Good communication – we will listen, talk and engage with each other openly and promptly including clear and timely written communication.
 - c) Enablement – we will seek to enable each other to meet our respective objectives and commitments to achieve positive outcomes for communities and consumers of health and disability services.
 - d) Trust and co-operation – we will work in a co-operative and constructive manner recognising each other's viewpoints and respecting each other's differences.
 - e) Accountability – we will each recognise the accountabilities that each of us have to our respective and mutual clients and stakeholders.
 - f) Innovation – we will encourage new approaches and creative solutions to achieve positive outcomes for communities and consumers of health and disability services.
 - g) Quality improvement – we will work co-operatively with each other to achieve quality health and disability services with positive outcomes for consumers.

MĀORI HEALTH**B4 Māori Health Priority**

Both of us will abide by the Māori Health statement set out in clause B2 of these Standard Conditions.

- B4.1 You agree that Māori Health is a specifically identified health gain priority area. You must therefore establish and implement a Māori Health policy that reflects that fact. In developing this policy, and without limitation, you must take into account our strategic direction for Māori health in terms of minimum requirements for Māori health based on the Treaty of Waitangi, Crown objectives for Māori health and specific requirements negotiated from time to time with us.
- B4.2 You must specify how you intend to implement this policy. In particular, you will identify those services you will deliver as explicit contributions to Māori health gain priorities, how these services will be measured to ascertain what benefit is evident and other additional opportunities that may exist for furthering Māori health gain.
- B4.3 On commencement of the Agreement, you must develop your Māori health policy and operational plans after consultation with us, subject to agreement between both of us to our respective responsibilities for ensuring that the plans are adequately resourced within the current levels of funding.

SERVICE PROVISION**B5 Provision of Services**

- B5.1 You must provide the Services and conduct your practice or business:
- a) in a prompt, efficient, professional and ethical manner, and
 - b) in accordance with all relevant published Strategies issued under the Act; and
 - c) in accordance with Our obligations, and
 - d) in accordance with all relevant Law; and
 - e) from the Commencement Date and then without interruption until the Agreement ends or is ended in accordance with the Agreement.
- B5.2 Nothing in the Agreement gives you an exclusive right to provide the Services.

B6 Payments

- B6.1
- a) we will pay you in accordance with the terms of the Agreement.
 - b) We will pay you default interest on any payments due to you under the Agreement and in arrears for more than 14 days.
 - c) You must first have given us an invoice completed in the format required and we must have received it 14 working days before it is due.
 - d) "Default interest" means interest at the base rate of our bankers calculated from the due date for payment to the date of actual payment, plus the rate of 2 per cent per annum.

- e) This clause does not apply to payments due to you in respect of which we have exercised our right of set off (see clause B6.2).

B6.2 We may set off any amounts which you owe us against any payments due by us to you.

B6.3 We may withhold any further payments or portions of payments, where you:

- a) have failed to meet any reporting requirements under the agreement,
- b) are found to be in breach at the end of an Audit
- c) or your sub-contractors do not allow us access under clause "B15.2".

B6.4 In that case payments may be withheld from the date of non-compliance until such time compliance occurs.

B7 Cost and Volume Shifting

B7.1 You must not:

- a) act in such a way that increases cost to another provider,
- b) be party to any arrangement which results in our effectively having to pay more than once for the supply of the same Services or any component of them,
- c) act in such a way that shifts volumes relating to Services being provided separately by you where such volumes have been specifically related to that Service.

B8 Responsibility for Others

B8.1 You will be responsible for all acts and omissions of your employees, agents and subcontractors even if they are done without your knowledge or approval.

B9 Other Arrangements

B9.1 You must not enter into any other contract or arrangement which might prejudice your ability to meet your obligations in the Agreement

B9.2 You may (subject to your obligations in the Agreement), agree to provide Services for any other person.

B10 Subcontracting

B10.1 You may not subcontract any of the Services or part of them without our prior written consent which may not be unreasonably withheld.

B10.2 If we give consent you must comply with any reasonable conditions we impose as part of the consent.

B11 Transfer of your Rights and Obligations

B11.1 You must not transfer any part of your rights or obligations under the Agreement without our prior written consent.

QUALITY ASSURANCE**B12 Quality of Services**

B12.1 You must comply with the quality requirements set out in the Agreement.

B13 Information and Reports

B13.1 You must comply with the information requirements set out in the Agreement.

B13.2 You must keep and preserve Records and protect the security of them and make them available to us in accordance with our reasonable instructions.

B13.3 You must take all due care to ensure that in the event of your ceasing to provide the Services, the Records are properly preserved and transferred to us.

B13.4 You must keep proper business records and promptly complete a balance sheet, statement of income and expenditure and cashflows in accordance with accepted accountancy principles at the end of each financial year.

B13.5 We may use any information concerning you:

- a) for our own purposes; and
- b) for any purposes required by any Minister of the Crown or any Governmental Body.

B13.6 You must report to us in accordance with our reasonable instructions.

B13.7 We may reasonably require you to send reports direct to any Minister of the Crown or any Governmental Body within a time reasonably fixed by us.

B14 Appointment of Auditors

B14.1 We may appoint people to Audit, on our behalf, in relation to any of the matters contained in the Agreement.

B14.2 We will give you prior written notice of the names of the people we have appointed.

B14.3 Both of us must agree to the people we have appointed. You may not refuse where any or all of those people are suitably qualified and have no demonstrable conflict of interest, but your refusal may be based on some other good reason.

B14.4 Those people may take copies of any parts of the Records.

B15 Access for Audit

B15.1 You and your sub-contractors must co-operate with us fully and allow us, or our authorised agents, access to:

- a) your premises,
- b) all premises where your Records are kept,
- c) Service Users and their families,
- d) staff, sub-contractors or other personnel used by you in providing the Services,

For the purposes of and during the course of carrying out any Audit.

B15.2 We will ensure that our exercise of access under this clause B15 will not unreasonably disrupt the provision of the Services to Service Users.

B15.3 Notice of Audit

- a) we will give you prior notice of any Audit as agreed in any Audit protocols.
- b) If we believe that delay will unnecessarily prejudice the interests of any person, we may give you notice of our intention to carry out an Audit within 24 hours.

B15.4 Times for Audit

- a) Subject to Clause B15.3b an Audit may be carried out at any time during working hours and at any other reasonable times.
- b) You must ensure that the people appointed by us to carry out the Audit have access, during the hours they are entitled to Audit.

B16 Audit Process

B16.1 Subject to clause B23 in carrying out any Audit we may;

- a) Access confidential information about any Service User; and
- b) Observe the provision or delivery of the Services; and
- c) Interview or follow up Service Users and/or their families; and
- d) Interview or follow up any staff, sub-contractors or other personnel used by you in providing the Services.

B17 Financial Audit

B17.1 Despite the other provisions in this section B12.1 (Quality Assurance) we may not inspect your accounting system or record of your costs of providing the Services.

- a) We may, however, appoint as set out in the Agreement, an independent auditor to Audit;
 - i. The correctness of the information you give us; and
 - ii. Your calculations of the cost of supplying the Services; and
 - iii. Your financial position.
- b) The auditor:
 - i. Must not disclose specific details of your financial position to us; but
 - ii. May advise us if he or she considers your financial position may prejudice your ability to carry out your obligations under the Agreement.

B17.2 We retain the right to Audit under this Section B12.1 (Quality Assurance) after the Agreement ends but only to the extent that it is relevant to the period during which the Agreement exists.

B18 Insurance

- B18.1 You must immediately take out adequate comprehensive insurance throughout the term of the agreement covering your practice or business.
- B18.2 You must make sure that all the insurance cover always remains in force for the term of the Agreement or so long thereafter as required for the purposes of the Agreement.

B19 Indemnity

- B19.1 You must indemnify us against all claims, damages, penalties or losses (including costs) which we incur as the result of:
- a) Your failing to comply with your obligations in the Agreement; or
 - b) Any act or omission by you or any person for whom you are responsible.

B20 Complaints

- B20.1 You must comply with any standards for the Health sector relating to complaints
- B20.2 If there is no such standard applicable to you, then you must implement a complaints procedure in accordance with the terms of the Agreement.

B21 Complaints Body

- B21.1 You must at all reasonable times co operate with any Complaints Body and comply with its reasonable requirements.
- B21.2 We will advise a Complaints Body of any complaints we receive about you if we believe it is appropriate to do so.
- B21.3 We will give you reasonable assistance when we can in respect of any complaints made to the Privacy Commissioner which involve both of us.

B22 Warranties

- B22.1 You warrant to us that:
- a) All material information given to us by you or on your behalf is correct; and
 - b) You are not aware of anything which might prevent you from carrying out your obligations under the Agreement.
- B22.2
- a) The above warranties will be deemed to be repeated on a daily basis from the date of the Agreement and,
 - b) Your must advise us immediately if at any time either of the warranties is untrue.

B23 Limitation of our Rights

B23.1 Our rights and the rights of others to:

- a) Access confidential information about any Service User; and
- b) Observe the provisions or delivery of the Services; and
- c) Interview or follow up Service Users and/or their families,

Must be either authorised by statute or by a code of practice under the Privacy Act 1993 covering health information held by health agencies or by the informed consent of each Service User concerned. The consents will normally be in writing.

DEALING WITH PROBLEMS**B24 Notification of Problems**

B24.1 You must advise us promptly in writing:

- a) Of any:
 - i. changes,
 - ii. problems,
 - iii. significant risks,
 - iv. significant issues,

which materially reduce or affect your ability to provide the Services, or are most likely to do so, including those relating to:

- v. any premises used by you,
 - vi. any equipment you are using,
 - vii. your key personnel; or
- b) if you materially fail to comply with any of your obligations in the Agreement; or
- c) of any serious complaints or disputes which directly or indirectly relate to the provision of the Services; or
- d) of any issues concerning the Services that might have high media or public interest.

B24.2 We must discuss with each other possible ways of remedying the matters notified. Our discussion or attempted discussions will not however limit any of our rights under the Agreement.

B24.3 You must have in place realistic and reasonable risk management processes and contingency plans to enable you to continue to provide the Services on the occurrence of any of the matters in this clause B24.

B25 Uncontrollable Events**B25.1**

- a) For the purposes of this Clause B25 an “uncontrollable event” is an event which is beyond the reasonable control of us (“the person claiming”), or an event as set out in Clause B29.4.
- b) An uncontrollable event does not include:
 - i. any risks or event which the person claiming could have prevented or overcome by taking reasonable care including having in place a realistic and reasonable risk management process; or
 - ii. a lack of funds for any reason.

B25.2 The person claiming will not be in default under the terms of the Agreement if the default is caused by an uncontrollable event.

B25.3 The person claiming must:

- a) promptly give written notice to the other specifying:
 - i. the cause and extent of that person’s inability to perform any of the person’s obligations; and
 - ii. the likely duration of the non-performance;
- b) in the meantime take all reasonable steps to remedy or reduce the uncontrollable event.

B25.4 Neither of us is obliged to settle any strike, lock out or other industrial disturbance.

B25.5 Performance of any obligation affected by an uncontrollable event must be resumed as soon as reasonably possible after the uncontrollable event ends or its impact is reduced.

B25.6 If you are unable to provide the Services as the result of an uncontrollable event we may make alternative arrangements suitable to us for the supply of the Services during the period that you are unable to supply them after we consult with you.

B25.7 If either of us is unable to perform an obligation under the Agreement for 90 days because of an uncontrollable event, both of us must first Consult and decide to what extent if any the Agreement can be varied and to continue.

B25.8 If we cannot agree that the Agreement may continue, then either of us may cancel the Agreement after giving at least 14 days prior written notice.

B25.9 Clause B34.1 will apply to cancellation of the Agreement under this clause.

B26 We May Remedy Your Failure To Meet Your Obligations

B26.1 If you fail to carry out any of your obligations in the Agreement we may do so on your behalf at your expense and risk.

B26.2 We may do this without giving you notice where the circumstances reasonably require such action. Otherwise, we will give you 7 days notice in writing of our intention to act.

- B26.3 All costs we incur in doing so, must be paid by you to us on demand or we may deduct them from moneys which we owe you.

B27 Public Statements, Issues and Advertising

B27.1

- a) Neither of us may directly or indirectly criticise the other publicly, without first fully discussing the matters of concern with the other.
- b) The discussion must be carried out in good faith and in a co-operative and constructive manner.
- c) Nothing in this clause prevents you from discussing any matters of concern with your people being your staff, subcontractors, agents or advisors.
- d) Nothing in this clause prevents you from discussing any matters of concern with our people being our staff, subcontractors, agents, advisers or persons to whom we are responsible
- e) If we are unable to resolve any differences then those differences may be referred by either of us to the Dispute Resolution process set out in clause B28.

B27.2 You may use our name or logo only with our prior written consent.

B27.3 The provisions of this clause B27 will remain in force after the Agreement ends.

B28 Dispute Resolution

B28.1 If either of us has any dispute with the other in connection with the Agreement, then:

- a) Both of us will use our best endeavours to settle the dispute or difference by agreement between us. Both of us must always act in good faith and co-operate with each other to resolve any disputes, and
- b) If the dispute or difference is not settled by agreement between us within 30 days, then, unless both of us agree otherwise:
 - i. full written particulars of the dispute must be promptly given to the other.
 - ii. The matter will be referred to mediation in accordance with the Health Sector Mediation and Arbitration Rules 1993 as amended or substituted from time to time. A copy of the Rules are available from the Ministry of Health.
- c) neither of us will initiate any litigation during the dispute resolution process outlined in paragraph b) above, unless proceedings are necessary for preserving the party's rights.
- d) both of us will continue to comply with all our obligations in the Agreement until the dispute is resolved but payments may be withheld to the extent that they are disputed.

B28.2 Clause B28.1 will not, however, apply to any dispute:

- a) concerning any renegotiation of any part of the Agreement,
- b) as to whether or not any person is an Eligible Person,
- c) directly or indirectly arising from any matter which has been referred to a Complaints Body unless the Complaints Body directs the matter to be resolved in accordance with clause B28.1.

B29 Variations to the Agreement

- B29.1 The Agreement may be varied by written agreement signed by both of us.
- B29.2 Where the Agreement is for a term exceeding 1 year, we both agree that the Agreement shall be reviewed annually.
- B29.3 Variation on requirement by Crown
- a) we may require you to vary the Agreement by written notice to you to comply with any requirement imposed on us by the Crown.
 - b) We will give you as much notice of the requirement and details of the proposed change as possible, to the extent that we are able to do so.
 - c) Both of us must Consult and decide to what extent if any the Agreement can be varied and continue on that basis.
 - d) If we cannot agree within 60 days, then either of us may cancel the Agreement after giving at least 30 days prior written notice.
 - e) You must continue to comply with your obligations under the existing Agreement until any variation of it takes effect.
- B29.4 The Agreement will be varied in the event of a disaster, local or national epidemic, emergency or war in accordance with our requirements but this clause is subject to clause B25.

B30 Our Liability

- B30.1 Except to the extent that we agree otherwise, we will not be liable to you for any claims, damages, penalties or losses (including costs) which you incur.

ENDING THE AGREEMENT**B31 Notice of Your Future Intentions**

- B31.1 Before the end of the Agreement you must give a minimum of 3 months notice if:
- a) you do not wish to enter into a new agreement with us when the Agreement ends; or
 - b) you wish to enter into a new agreement with us when the Agreement ends but on materially different terms.

This clause does not mean we must enter into a contract with you when the Agreement ends.

- B31.2 You must discuss with us your intentions before giving any notice under clause B31.1.
- B31.3 We must give you a minimum of 3 months notice if we do not intend to renew the Agreement, except where Management of Change Protocols may apply.

B32 Your Default and our Right to End the Agreement

B32.1 We may end the Agreement immediately by written notice to you on the occurrence of any of the following events:

- a) We have good reason to believe you are unable or will soon become unable to carry out all your material obligations under the Agreement.
 - i. We must, however, consult with you before ending the Agreement for this reason.
 - ii. If we believe the health or safety of any person or Population Served is at risk we may suspend your provision of the Services while we consult.
- b) You have failed to carry out any of your obligations in the Agreement; and
 - i. the failure is material; and
 - ii. it cannot be remedied
- c) if:
 - i. you are or adjudged bankrupt; or
 - ii. you are more than one person, if any of you are adjudged bankrupt; or
 - iii. you are a company and you are placed in receivership or liquidation.
- d) You have failed to carry out any of your obligations in the Agreement and the failure can be remedied by you but you fail to do so within 30 days of your receiving written notice of the default from us.
 - i. After 30 days from your receiving the notice, so long as the obligation still has not been met, we may instead of ending the Agreement;
 - ii. At any time vary or withdraw from coverage by this Agreement any of the Services in respect of which you have not met your obligation, either straight away or at any later date, and
 - iii. Cease payment for any of the services from the date of withdrawal.
 - iv. You have the same right and must follow the same procedure if we have not met any obligation and you wish to vary or withdraw any of the Services.
 - v. Any dispute regarding the withdrawal or variation of any of the Services under this paragraph d) must be resolved under clause B28.

B32.2 Nothing in clause B32.1 affects any other rights we may have against you in law of equity.

B33 Our Default and your Right to End the Agreement

B33.1 If we default on any payments which we are not entitled by the Agreement to withhold and we fail to remedy the default within 20 days of your giving us written notice of the default you may do any one or more of the following:

- a) cancel the agreement,
- b) seek specific performance of the Agreement,
- c) seek damages from us,
- d) seek penalty interest.

B34 Effect of Ending the Agreement

B34.1 Any cancellation of the Agreement will not affect:

- a) the rights or obligations of either of us which have arisen before the Agreement ends; or
- b) the operation of any clauses in the Agreement which are expressed or implied to have effect after it ends.

GENERAL**B35 Confidentiality**

B35.1

- a) except to the extent that these Standard Conditions provide otherwise, neither of us may disclose any Confidential Information to any other person.
- b) Both of us acknowledge that the Agreement, but not any Confidential Information, may be published publicly by us through any media including electronically via the Internet.

B35.2 Neither of us will disclose to any third party information which will identify any natural person (as defined in the Privacy Act 1993);

- a) without that person's informed consent; or
- b) unless authorised by statute, or by a Code of Practice under the Privacy Act 1993 covering Health Information held by Health Agencies.

B35.3. Clause B35.1 does not apply:

- a) to terms or information which are or become generally available to the public except as the result of a breach of clause B35.1; or
- b) to information which either party is required by law to supply to any person but only to the extent that the law required; or
- c) to terms or information disclosed to the professional advisers of either of us or to those involved in a Service User's clinical or care management where disclosure is reasonably necessary for the management; or
- d) to information which you are required by the Agreement to disclose or forward to any person.

B35.4 Nothing in clause B35.1 will prevent us from disclosing any terms or information in accordance with any Funding Agreement, or by direction or requirement from the Minister under the Act.

B35.5 Each of us will ensure all Confidential Information is kept secure and is subject to appropriate security and user authorisation procedures and audits.

B36 Governing Law

B36.1 The Agreement is governed by New Zealand law.

B37 Contracts (Privity) Act 1982

B37.1 No other third party may enforce any of the provisions in the Agreement.

B38 Waiver

B38.1 Any waiver by either of us must be in writing duly signed. Each waiver may be relied on for the specific purpose for which it is given.

B38.2 A failure of either one of us to exercise, or a delay by either one of us in exercising, any right given to it under the Agreement, does not mean that the right has been waived.

B39 Entire Agreement

B39.1 Each of us agree that the Agreement sets forth the entire agreement and understanding between both of us and supersedes all prior oral or written agreements or arrangements relating to its subject matter.

B40 Notices

B40.1 Any notice must be in writing and may be served personally or sent by security or registered mail or by facsimile transmission. All notices are to have endorsed on them the contract reference number given to the Agreement.

B40.2 Notices given:

- a) personally are served upon delivery;
- b) by post (other than airmail) are served three working days after posting;
- c) by airmail are served two days after posting
- d) by facsimile are served upon receipt of the correct answer back or receipt code.

B40.3 A notice may be given by an authorised officer, employee or agent of the party giving the notice.

B40.4 The address and facsimile number for each of us shall be as specified in the Agreement or such other address or number as is from time to time notified in writing to the other party.

B41 Relationship of Both of Us

B41.1 Nothing in the Agreement constitutes a partnership or joint venture between both of us or makes you an employee, agent or trustee of ourselves.

B42 Signing the Agreement

B42.1

- a) You must satisfy us that the Agreement has been properly signed by you and is a valid and enforceable agreement before we have any obligations to you under the Agreement.
- b) We may however waive all or part of this provision with or without conditions by us.

- B42.2 If the condition in clause B42.1 is not satisfied or waived by the Commencement Date or any later date we may avoid the Agreement by written notice to you.

B43 Partial Invalidity

B43.1

- a) If any provision in the Agreement is lawfully illegal, unenforceable or invalid, the determination will not affect the remainder of the Agreement which will remain in force.
- b) This clause does not affect any right of cancellation we may have in the Agreement.

GLOSSARY

B44 Definitions

B44.1 In the Agreement Terms given a meaning in the Glossary have that meaning where the context permits.

B44.2 In the Agreement

- a) "We", "us" and "our" means the District Health Board including its permitted consultants, subcontractors, agents, employees and assignees (as the context permits).
- b) "You" and "your" means the Provider named in this contract, including its permitted subcontractors, agents, employees and assignees (as the context permits).
- c) "Both of us", "each of us", "either of us" and "neither of us" refers to the parties.

B45 Interpretation

B45.1 In the Agreement

- a) A reference to a person includes any other entity or association recognised by law and the reverse;
- b) Words referring to the singular include the plural and the reverse;
- c) Any reference to any of the parties includes that parties' executors, administrators or permitted assigns, or if a company, its successors or permitted assigns or both;
- d) Everything expressed or implied in the Agreement which involves more than one person binds and benefits those people jointly and severally;
- e) Clause headings are for reference purposes only;
- f) A reference to a statute includes:
 - i. all regulations under that statute; and
 - ii. all amendments to that statute; and
 - iii. any statute substituting for it which incorporates any of its provisions.
- g) All periods of time or notice exclude the days on which they are given and include the days on which they expire;
- h) Working Days – anything required by the Agreement to be done on a day which is not a Working Day may be done on the next Working Day.

B46 Glossary Terms

<u>Expression</u>	<u>Meaning</u>
Act	The New Zealand Public Health & Disability Act 2000
Agreement	The agreement or arrangement between both of us for the provision of any Services and each schedule to that agreement or arrangement and these Standard Conditions of Contract
Audit	<p>Audit includes (without limitation) audit, inspection, evaluation or review of:</p> <ul style="list-style-type: none"> a) quality, b) service delivery c) performance requirements, d) organisational quality standards, e) information standards and, f) organisational reporting requirements, g) compliance with any of your obligations <p>in relation to the provision of the Services by you.</p>
Commencement Date	The date the Agreement comes into effect
Complaints Body	<p>Any organisation appointed:</p> <ul style="list-style-type: none"> a) under the Agreement; or b) by both of us by mutual agreement; or c) by a Health Professional Authority; or d) by law <p>to deal with complaints relating to the Services.</p>
Confidential Information	Any information disclosed either before or during the course of the Agreement, by us to you or vice versa that is agreed by both of us as being confidential and which may not be disclosed (subject to any law to the contrary) but excluding the terms of the Agreement.
Consult	<ul style="list-style-type: none"> a) Each of us must fully state our proposals and views to the other and carefully consider each response to them. b) Each of us must act in good faith and not predetermine any matter. c) Each of us must give the other adequate opportunity to consult any other interested party. <p>The obligation of either of us to Consult will be discharged if the other refuses or fails to Consult.</p>
Crown	The meaning given in the Act.

Eligible Person	<p>Any individual who:</p> <ul style="list-style-type: none"> a) is in need of the Services; and b) meets the essential eligibility criteria and other criteria, terms and conditions which, in accordance with any direction given under Section 32 of the Act or continued by Section 112(1) of the Act, or any other direction from the Minister, or the Funding Agreement, must be satisfied before that individual may receive any Services purchased by us. c) The Ministry of Health will determine if any individual is an Eligible Person if there is any dispute. <p>“Eligible People” has a corresponding meaning.</p>
End Date	The date the Agreement ends or is ended in accordance with the Agreement.
Funding Agreement	The relevant Crown funding agreement within the meaning of Section 10 of the Act, entered into by us.
Governmental Body	Includes any entity lawfully formed by, or in accordance with any direction of, the Crown or any Minister or officer of the Crown.
GST	Goods and Services Tax under the Goods and Services Tax Act 1985.
Health Professional Authority	Any authority or body that is empowered under and by virtue of any enactment of law, or the rules of any body or organisation, to exercise disciplinary powers in respect of any person who is involved in the supply of Health or Disability Services, or both.
Law	<p>Includes:</p> <ul style="list-style-type: none"> a) Any legislation, decree, judgement, order or by law; and b) Any rule, protocol, code of ethics or practice or conduct and other ethical or other standards guidelines and c) Requirements of any Health Professional Authority; and d) Any relevant standards of the New Zealand Standards Association; and e) Any future law.
Management of Change Protocols	Such protocols as may be agreed between us relating to the management of change.
Minister	The Minister of Health.
Ministry	The Ministry of Health (by whatever name known) and any other successor department of state and include the Minister of Health and the Director-General of Health and any of his her or their delegates.
Ministry of Health	Includes any of its legal successors.
DHB	The District Health Board

Our Objectives	<p>Include:</p> <ul style="list-style-type: none"> a) The objectives listed in Section 22 of the Act, and b) The objectives specified in our statement of intent (as defined in the Act). c) To meet the directions and requirements notified to us under the Act from time to time.
Person	Includes a corporation, incorporated society or other body corporate, firm, government authority, partnership, trust, joint venture, association, state or agency of a state, department of Ministry of Government and a body or other organisation, in each case whether or not having a separate legal identity.
Population Served	Means communities or targeted populations, including Eligible People, for whom Services are or may be provided.
Records	<p>Means without limitation:</p> <ul style="list-style-type: none"> a) All relevant written and electronically stored material; and b) Includes all relevant records and information held by you and your employees, subcontractors, agents and advisers.
Services	Health Services, or disability services or both as specified in the Agreement.
Service Users	Users of any of the Services.
Standard Conditions	These Standard Conditions of Contract.
Working Day	Any day on which Registered Banks are open for business in New Zealand, relative to your principal place of business.

C: PROVIDER QUALITY SPECIFICATIONS

INTRODUCTION

C1 Relationship Principles

C1.1 The following values will guide us in all our dealings with each other under the Agreement:

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

C2 Quality of Service

C2.1 These Provider Quality Specifications define the quality of service which consumers and populations served under the terms of this contract will receive. Provider quality requirements will in final form be described in three key levels.

- a) Health and Disability Sector Standards (H&DS Standards)
- b) Provider Quality Specifications (PQS)
- c) Service Specific Quality Specifications (SSQS)

C3 Health and Disability Sector Standards (H&Ds Standards)

C3.1 The Health and Disability Sector Standards (H&DS Standards) have been developed to replace several pieces of previous consumer safety legislation. Compliance with them will become mandatory when the Health and Disability Services (Safety) Bill is passed and fully implemented. At that stage compliance with the Standards will replace compliance with the regulations and statutes that apply to hospital in-patient and residential care services. As the standards are implemented the Provider Quality Specifications will be revised to those Standards, and to eliminate repetition.

C4 Provider Quality Specifications (PQS)

- C4.1 All providers are required to meet these Provider Quality Specifications (PQS). The PQS have been developed to ensure a common basis for quality among providers of similar services nationally. They focus on key processes and outcomes. The PQS apply to all services provided under the terms of this Contract.
- C4.2 These PQS include:
- a) specifications for all providers, (Sections C1 – C43 inclusive).
 - b) facility specifications only for providers who offer services to consumers within premises (C44 and C45).
- C4.3 The PQS may be supplemented in contracts by Service Specific Quality Specifications (SSQS) or by specific quality requirements in the Service Specification.

C5 Auditing and Reporting

- C5.1 We may, at any time, audit your service against an H&DS Standard (when implemented) or against a PQS or SSQS by asking you to demonstrate compliance with it. This is part of the Provider Quality Improvement Strategy, which may include regular, random and risk based auditing of services. The PQS and SSQS are not, at present, subject to regular reporting unless required elsewhere in the Agreement or as part of any specified Quality Improvement initiative. You are, however, invited to raise with us at any time any concerns you have about your ability to meet these PQS so corrective processes can be put in place. Please see also Clause C11, C12, C16, C17 and C18 of the Standard Conditions and the Schedule or Templates for Information Requirements

PROVIDER QUALITY SPECIFICATIONS**C6 PQS Apply to all Services**

- C6.1 You will operate all services covered in this Agreement according to these PQS. You will implement these requirements in a manner that is appropriate for your Organisation, taking into account:
- a) requirements of Government Māori Health Policy and Strategies,
 - b) identified needs of consumers, carers and families,
 - c) service goals and objectives,
 - d) parameters of activities,
 - e) management of risks,
 - f) any good practice guidelines endorsed by us and by the Ministry of Health,
 - g) professional standards and codes relevant to your service.

C7 Written Policy, Procedures, Programme, Protocol, Guideline, Information, System or Plan

- C7.1 Where, to meet a H&DS Standard or an PQS or SSQS, you need to develop a written policy, procedure, programme, protocol, guideline, information, system or plan etc, you will:
- a) develop such a document,

- b) demonstrate systems for reviewing and updating all such documents regularly and as required by current performance or risks,
- c) demonstrate implementation, through documentation supported as requested through interviews with staff, consumers, and Māori,
- d) Demonstrate that staff are adequately informed of the content and the intent of these written documents,
- e) provide us with a copy on request.

C8 All Staff Informed

C8.1 You will ensure that:

- a) these PQS are attached to each and every service specification contracted by us and delivered by you,
- b) employees and sub-contractors are aware of your and their responsibilities for these PQS and relevant Service Specifications as they relate to services provided.

REQUIREMENTS FOR MĀORI

Requirements for Māori, which reflect obligations contained in the Treaty of Waitangi, are specified here and elsewhere in this document.

C9 Services Meet Needs of Māori

C9.1 Your services will meet the diverse needs of Māori, and apply any strategy for Māori Health issued by the Minister.

C10 Māori Participation

C10.1 Māori participation will be integrated at all levels of strategic and service planning, development and implementation within your organisation at governance, management and service delivery levels.

This will include:

- a) consultation with, and involvement of, Māori ¹ in your strategic, operational and service processes,
- b) development of a monitoring strategy in partnership with Māori that reviews and evaluates whether Māori needs are being met by your organisation, including:
 - i. removal of barriers to accessing your services;
 - ii. facilitation of the involvement of whanau and others;
 - iii. integration of Māori values and beliefs, and cultural practices;
 - iv. availability of Māori staff to reflect the consumer population
 - v. existence, knowledge and use of referral protocols with Māori service providers in your locality.

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

- c) Education and training of staff in Māori values and beliefs and cultural practices, and in the requirements of any Māori Health Strategy,
- d) Support and development of a Māori workforce

QUALITY MANAGEMENT

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

C11 Quality Plan

C11.1 You will have a written, implemented and at least annually reviewed Quality Plan designed to improve outcomes for consumers. This plan may be integrated into your business plan. It will describe how you manage the risks associated with the provision of services. The plan will outline a clear quality strategy and will identify the organisational arrangements to implement it. The plan will be of a size and scope appropriate to the size of your service, and will at least include:

- a) an explicit quality philosophy,
- b) clear quality objectives,
- c) commitment to meeting these and any other relevant Quality Specification and Standards, and guidelines for good practice as appropriate,
- d) quality improvement systems,
- e) written and implemented systems for monitoring and auditing compliance with your contractual requirements,
- f) designated organisational and staff responsibilities,
- g) processes for and evidence of consumer input into services and into development of the Quality Plan,
- h) processes for sound financial management,
- i) how you will address Māori issues including recognition of:
 - i. Māori participation with Strategic, Governance, Management and Service Delivery planning, implementation and review functions,
 - ii. Māori as a Government Health Gain priority area,
 - iii. The Pathways set out in any Māori Health Strategy issued by the Minister,
 - iv. Māori specific quality specifications,
 - v. Māori specific monitoring requirements,
 - vi. Māori service specific requirements.

C12 Employees Registration, Education and Training

C12.1 Employees will be, where relevant, registered with the appropriate statutory body, and will hold a current statutory certificate.

C12.2 Employees will have access to continuing education to support maintenance of professional registration and enhancement of service delivery/clinical practice, and to ensure practice is safe and reflects knowledge of recent developments in service delivery.

- C12.3 Your employment policies and practices will support professional career pathway development for Māori health workers; Māori service advisory positions; Māori change management positions, and the recruitment and retention of Māori employees at all levels of the organisation to reflect the consumer population.

C13 Training and Supervision of Assistants and Volunteers.

- C13.1 Assistants, volunteers and other relevant support employees will receive training to enable them to provide services safely, and will work only under the supervision and direction of appropriately qualified staff.

C14 Supervision of Trainees.

- C14.1 Trainees will be identified and will provide services only under the supervision and direction of appropriately qualified staff.

C15 Performance Management

- C15.1 You will have in place a system of performance management for all employees.

C16 Clinical Audit

- C16.1 You will have in place clinical audit/peer review processes that incorporate input from relevant health professionals from all services.

C17 Access

- C17.1 All eligible people will have fair, reasonable and timely access to effective services within the terms of this agreement. You will define and apply criteria for providing services, including any priority or eligibility criteria agreed between us. You will manage access to services within available resources and according to those criteria. You will maintain records of people who receive services and those who do not, and the criteria by which these decisions are made.

C18 Service Information

- C18.1 Potential and current consumers, and referrers, will have access to appropriately presented information in order for eligible people to access your services. This information may be in the form of a brochure and will include at least:

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

This information will be presented in a manner appropriate to the communication needs of

consumers and communities.

C19 Support for Māori

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

ACCEPTABILITY

C20 Consumer Rights

C20.1 Each consumer will receive services in a manner that complies with the Health and Disability Commissioner Act 1994, and with all aspects of the Health and Disability Commissioner (Code of Health and Disability Services Consumers' Rights) Regulations 1996 (H&DC Code). This will include provision for the:

- a) right to be treated with respect for person, privacy and culture,
- b) freedom from discrimination, coercion, harassment, and exploitation,
- c) right to dignity and independence,
- d) right to services of an appropriate standard including legal, professional, ethical,
- e) right to effective communication,
- f) right to be fully informed,
- g) right to make an informed choice and give informed consent,
- h) right to support person present,
- i) rights in respect of teaching or research,
- j) right to complain,

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

C21 Confidentiality

C21.1 You will disclose information about consumers to any third party only:

- a) with the person's informed consent or,
- b) in accordance with the Health Information Privacy Code,
- c) to assist in effective service provision and achieving positive outcomes for the consumer.

C22 Cultural Values

C22.1 You will deliver services in a culturally appropriate and competent manner, ensuring that the integrity of each consumer's culture is acknowledged and respected. You will take account of the particular needs within the community served in order that there are no barriers to access or communication, and that your services are safe for all people. You will include significant local or service specific ethnic and other cultural groups in assessing satisfaction with services.

- C22.2 You will incorporate Māori principles/tikanga into your organisation. These may be explained in the following ways:

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

C23 Consumer Advocates

- C23.1 You will inform consumers and staff, in a manner appropriate to their communication needs, of their right to have an advocate, including to support the resolution of any complaint. You will allow advocates reasonable access to facilities, consumers, employees and information to enable them to carry out their role as an advocate. You will know of and be able to facilitate access to a Māori advocate for consumers who require this service.

C24 Consumer/Family/Whanau and Referrer Input

- C24.1 You will regularly offer consumers/families/whanau and referrers the opportunity to provide feedback as a means of improving the outcomes for consumers. When you obtain feedback from consumers by means of written surveys, you will comply with the Ministry of Health Guidelines for Consumer Surveys. Consumer input will be reflected in the maintenance and improvement of quality of service, both for the individual consumer and across the service as a whole. You will actively seek feedback from Māori by appropriate methods to improve

organisation responsiveness to Māori. When requested you will make available to us the results of such surveys.

C25 Community Involvement

C25.1 You will have in place and follow active processes for consulting with the local community in matters affecting them such as service location and building programmes.

C26 Complaints Procedure

C26.1 You will enable consumers/families/whanau and other people to make complaints through a written and implemented procedure for the identification and management of Complaints. This procedure will meet the H&DC Code requirements and will also ensure that:

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

C27 Personnel Identification

C27.1 Employees, volunteers, students or sub-contractors undertaking or observing service delivery will identify themselves to all consumers and family/whanau.

C28 Ethical Review

C28.1 If you conduct research and innovative procedures or treatments you will have written and implemented policies and procedures for seeking ethical review and advice from a Health and Disability Ethics Committee in accordance with the current "National Standard for Ethics Committees" (or any replacement publication). You will consult with and receive approval from Māori for any research or innovative procedures or treatments which will impact on Māori.

SAFETY AND EFFICIENCY**C29 General Safety Obligation**

- C29.1 You will protect consumers, visitors and staff from exposure to avoidable/preventable risk and harm.

C30 Risk Management

- C30.1 You will have in place well developed processes for:
- a) identifying key risks including risks to health and safety,
 - b) evaluating and prioritising those risks based on their severity, the effectiveness of any controls you have and the probability of occurrence,
 - c) dealing with those risks and where possible reducing them.

C31 Equipment Maintained

- C31.1 You will ensure that equipment used is safe and maintained to comply with safety and use standards.

C32 Infection Control/Environmental and Hygiene Management

- C32.1 You will safeguard consumers, staff and visitors from infection. You will have written, implemented and regularly reviewed environmental and hygiene management/infection control policies and procedures which minimise the likelihood of adverse health outcomes arising from infection for consumers, staff and visitors. These will meet any relevant profession-specific requirements and the requirements of the Standard Universal Precautions Guidelines. They will include definitions and will clearly outline the responsibilities of all employees, including immediate action, reporting, monitoring, corrective action, and staff training to meet these responsibilities.

C33 Security

- C33.1 You will safeguard consumers, employees and visitors from intrusion and associated risks. You will have written, implemented and reviewed policies and practices relating to security to ensure that buildings, equipment and drugs are secure.

C34 Management of Internal Emergencies and External Disasters

- C34.1 You will have written, implemented and reviewed contingency management policies and procedures that minimise the adverse impact of internal emergencies and external or environmental disasters on your consumer, staff and visitors. The policies and procedures will include the processes for working with the organisations who have responsibility for co-ordinating internal and external (environmental) disaster services. These policies and procedures will be linked to your risk management processes.

C35 Incident and Accident Management

- C35.1 You will safeguard consumers, staff and visitors from untoward risk arising from avoidable incidents, accidents and hazards. You will have written, implemented and reviewed incident, accident and hazard management policies and procedures which assist in managing safety

and risk. These will include definitions of incidents and accidents and will clearly outline the responsibilities of all employees, including:

- a) taking immediate action,
- b) reporting, monitoring and corrective action to minimise incidents, accidents and hazards, and improve safety,
- c) debriefing and staff support as necessary.

C36 Prevention of Abuse and/or Neglect

- C36.1 You will safeguard consumers, staff and visitors from abuse, including physical, mental, emotional, financial and sexual maltreatment or neglect. You will have written, implemented and reviewed policy and procedures on preventing, detecting and removing abuse and/or neglect. These will include definitions of abuse and neglect and will clearly outline the responsibilities of all staff who suspect actual or potential abuse, including immediate action, reporting, monitoring and corrective action. You will ensure that relevant employees are able to participate in family, inter-agency or court proceedings to address specific cases of abuse and neglect. These procedures will also include reference to the Complaints Procedure.

EFFECTIVENESS

C37 Entry to Service

- C37.1 You will manage consumer entry to your service in a timely, equitable and efficient manner, to meet assessed need.

C38 Plan of Care/Service Plan

- C38.1 You will develop for each consumer a written, up to date plan of care/service plan and/or record of treatment which:
- a) is based on assessment of his/her individual needs, including cultural needs,
 - b) includes consultation with the consumer, and,
 - c) where appropriate, and with the consent of the consumer, includes consultation with the consumer's family/whanau and/or caregivers,
 - d) contains detail appropriate to the impact of the service on the consumer,
 - e) facilitates the achievement of appropriate outcomes as defined with the consumer,
 - f) includes plans for discharge/transfer,
 - g) provides for referral to and co-ordination with other medical services and links with community, iwi, Māori and other services as necessary.

C39 Service Provision

- C39.1 You will deliver to consumers services that meet their individual assessed needs, reflect current good practice, and are co-ordinated to minimise potentially harmful breaks in provision.

C40 Planning Discharge from the Service or Transfer between Services

C40.1 You will collaborate with other services to ensure consumers access all necessary services. When a consumer is transferred or discharged from your services and accesses other appropriate services they will do so without avoidable delay or interruption. You will have written, implemented and reviewed policies and procedures for planning discharge/exit/transfer from your services. These will facilitate appropriate outcomes as defined with the consumer. The policies and procedures will include:

- a) defined employees' responsibilities for discharge planning,
- b) incorporating discharge planning into the consumer's plan of care/service plan, where appropriate from or before admission,
- c) full involvement of the consumer in planning discharge,
- d) involvement of family/whanau, including advising them of discharge, as appropriate,
- e) assessment and management of any risks associated with the discharge,
- f) informing the consumer on their condition, possible future course of this, any risks, emergency contacts, and how to access future treatment, care or support services,
- g) where appropriate involving the original referrer and the health professional having ongoing responsibility for the consumer in planning discharge and informing them of confirmed discharge arrangements,
- h) a process for monitoring that discharge planning does take place, which includes assessment of the effectiveness of the discharge planning programme.

C41 Where Services are Declined

C41.1 You will have written and implemented policies and procedures to manage the immediate safety of the consumer for whom entry to the service is declined and, where necessary the safety of their immediate family/whanau and the wider community. These include:

C41.2

- a) applying agreed criteria for providing services,
- b) ensuring all diagnostic steps have been taken to identify serious problems which may require your service,
- c) advising the consumer and/or their family/whanau of appropriate alternative services,
- d) where appropriate advising the family/whanau or other current services that you have declined service,
- e) recording that entry has been declined, giving reasons and other relevant information,
- f) having in place processes for providing this information to us.

C42 Death/Tangihanga

C42.1 You will have written and implemented policies and procedures to follow in the event of a death including:

- a) immediate action including first aid, calling appropriate emergency services,
- b) appropriate and culturally sensitive procedures for notification of next of kin,

- c) any necessary certification and documentation including notifying us or the Ministry of Health if required in the Service Specifications,
- d) appropriate and culturally competent arrangements, particularly to meet the special needs of Māori, are taken into account in the care of the deceased, until responsibility is accepted by the family or a duly authorised person.

C43 Health Education, Disease Prevention and Health Advice/Counselling

- C43.1 You will incorporate within your services, where appropriate, an emphasis on health education, disease prevention and health advice/counselling, and support the goals of The Ministry of Health Strategy "Strengthening Public Health Action" June 1997 or subsequent publications.

FACILITIES**C44 Accessible**

- C44.1 You will support consumers in accessing your services by the physical design of your facilities. You will make specific provision for consumers with a mobility, sensory or communication disability available and known to consumer. You will make services available to deaf people through the provision of interpreters and devices to assist communication.

C45 Facilities, Maintained

- C45.1 You will provide services from safe, well-designed, well-equipped, hygienic and well-maintained premises.

D: STANDARD INFORMATION SPECIFICATION

REPORTING REQUIREMENTS

D1 Information to be reported to the MoH

- D1.1 Unless stated otherwise in the Service Schedule, information to be provided to us is to be provided at three monthly intervals in accordance with the timetable below. Where the Agreement begins or ends part way through a quarter, the report will be for that part of the quarter which falls within the term of the Agreement.

Any delays will be notified to The Monitoring Team (see below for details).

D2 Reporting Requirement Timetable

Quarters for Reporting	Due Date
1 January to 31 March	20 April
1 April to 30 June	20 July
1 July to 30 September	20 October
1 October to 31 December	20 January

D3 Forwarding your Completed Report

You shall forward your completed Performance Monitoring Returns to:

The Performance Reporting Team
Sector Services
Ministry of Health
Private Bag 1942
DUNEDIN 9054

Email performance_reporting@health.govt.nz

PART 3: SERVICE SCHEDULES

3.01 INTRODUCTION

- 3.01.1** This Part 3 contains each of the Service Schedules listed in the Head Agreement (Agreement Summary).
- 3.01.2** Each of the Service Schedules in Part 3 form part of the Agreement between us as defined in the Head Agreement or in a subsequent Variation to the Head Agreement, as applicable.
- 3.01.3** Each Service Schedule contains the Service Specifications and Provider Specific Terms and Conditions associated with the Service.
- 3.01.4** The Service Specification described the service, and set up quality and information reporting requirements additional to those specified in Part 2 (the General Terms). Note that nationally standard service descriptions may contain details (particularly Purchase Units and Reporting Requirements) which do not apply to all contracts.
- 3.01.5** The Provider Specific Terms and Conditions detail those elements of the Agreement that are unique to you. This will include payment terms, the term of the Service Schedule, and any details which differ from Part 2 (the General Terms) and/or standard Service Specification/s (including detailed clarification of any parts of the nationally standard service description which do not apply to your contract, and a full list of relevant purchase units, volumes, prices and reporting requirements).

CONTENTS OF EACH SERVICE SCHEDULE WITHIN PART 3

3.02 Service Specifications

- 3.02.1** Standard national specifications (note this may not be physically contained in the contract but will be made available for Providers in electronic and hardcopy editions for distribution within their organisations).

a) Additional specifications (if appropriate).

3.02.2 Provider Specific Terms and Conditions

- a) Introduction
- b) Details of all Volumes and Prices which apply to this Service Schedule
- c) Reporting Requirements
- d) Payment Details
- e) Detail of Changes to standard documents
- i. Summary of changes to the General Terms (if any)
- ii. Summary of additional service specifications (if any)
- iii. Summary of changes from standard service specification (if any)

E: PROVIDER SPECIFIC TERMS AND CONDITIONS

INTRODUCTION

E1 Service Details

It is agreed that the following details apply to this Service Schedule.

Legal Entity Name	Te Whanau O Waipareira Trust
Legal Entity Number	432960
Agreement Number	367706 / 00
Agreement Commencement Date	8 April 2021
Agreement End Date	23 May 2021

E2 Standard Documentation

It is agreed that the Service Schedule includes the standard documentation in Part 2 (the General Terms), and the standard service specifications included in this Service Schedule, as amended by any changes (if any) identified below.

It is agreed that the services will be paid for in accordance with the details given in the Payment Details below.

E3 Details of all Purchase Units which apply to this Service Schedule

Purchase Unit (PU ID)	Total Price excl. GST	GST Rate (%)	Payment Type
COV1901 COVID-19 Vaccination	9(2)(b)(ii)	15	CMS
Total price for the Service Schedule	9(2)(b)(ii)		

PAYMENT DETAILS

E4 Price

The price we will pay for the Service you provide is specified above. Note that all prices are exclusive of GST.

E5 Invoicing

We will pay you on the dates set out in the Payment Schedule below for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- a) provider name (legal entity name)
- b) provider number (legal entity number)
- c) provider invoice number
- d) agreement number
- e) purchase unit number or a description of the service being provided
- f) date the invoice is due to be paid/date payment expected
- g) dollar amount to be paid
- h) period the service was provided
- i) volume, if applicable
- j) GST rate
- k) GST number
- l) full name of funder

If we do not receive an invoice from you by the date specified in the payment schedule below, then we will pay you within 20 days after we receive the invoice.

E6 Invoicing Address

Send invoices to:

Shayne.Wijohn@waitematadhb.govt.nz

E7 Payment Schedule

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
12 April 2021	8 April 2021	8 -11 April 2021
27 April 2021	12 April 2021	12 – 25 April 2021
10 May 2021	26 April 2021	26 April – 9 May 2021
24 May 2021	10 May 2021	10 – 23 May 2021

E8 Health Emergency Planning

- a) You must develop a Health Emergency Plan to ensure that your clients/patients and staff are provided for during a Health Emergency and ensure that this is reviewed periodically to maintain currency.
- b) The plan must identify your response to a worst case scenario pandemic event (40% of the population affected with 2% death rate).
- c) A copy of the plan shall be made available to the DHB on request and will be consistent with the DHB's pandemic and emergency plans (available from the DHB).

- d) When requested by the DHB you will be involved in processes to ensure that emergency responses are integrated, coordinated and exercised. The level of participation required will be reflective of the nature of the services you provide and the expected roles and services in an emergency situation.

E9 Children's Act 2014

According to section 15 of the Children's Act 2014², children's services cover the following:

- services provided to one or more children
- services to adults in respect of one or more children

NB At a future date, the scope of children's services can be expanded by regulations. Expansion may include services to adults which could significantly affect the well-being of children in that household.

Child Protection Policy

If you provide children's services as per section 15 of the Children's Act 2014 you will adopt a child protection policy as soon as practicable and review the policy within three years from the date of its adoption or most recent review. Thereafter, you will review the policy at least every three years. In accordance with the requirements set out in section 19(a) and (b) of the Children's Act 2014, your child protection policy must apply to the provision of children's services (as defined in section 15 of the Act), must be written and must contain provisions on the identification and reporting of child abuse and neglect in accordance with section 15 of the Oranga Tamariki Act 1989

Worker Safety Checks

If you have workers that provide children's services, the safety check requirements under the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015 will need to be complied with.³

E10 Provider Specific Terms and Conditions

Māori Local COVID-19 Vaccination Centre (Service Establishment PHASE)

Both of us agree that the following Additional Provider Specific Terms and Conditions apply to this Agreement.

1. Fees

Fees for Base Staffing

- 1.1 In consideration for providing the Services, the DHB agrees to pay the Provider on an hourly rate basis for staff actually deployed to deliver the Services. The hourly rates payable are set out in the table below.

² <http://www.legislation.govt.nz/act/public/2014/0040/latest/DLM5501618.html>

³ <http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482241.html>

Role	FTE volume (1 FTE = 40 hours per week spread over 6 day per week roster)	Week day rates (per hour excl GST)	Weekend/Public Holiday rates (per hour excl GST)
Kaumātua	1	9(2)(b)(ii)	
Clinical lead (senior nurse)	1.2		
Site lead	1.2		
Team leader	1.2		
Flow co-ordinator	1.2		
Registration and other admin	4.8		
Pre-assessors and consent	3.6		
Authorised vaccinators	4.8		
Cold chain and vaccine preparation	2.4		
Post vaccination observer (RN)	1.2		
Post vaccination observer (HCA)	1.2		
Hauora Coordinator	4.8		
Kaiako	1.2		
Disability facilitator/advisor	0.5		
Security/traffic control day shifts	6*		
Security night shifts	3.6*		

* Security FTE in the table above is for the six days of service operation per week. Additional hours apply to security provisions on the non-vaccinating seventh day of each week. On non-vaccinating days a maximum of 24 hours of security day shift (a headcount of two wardens for 12 hours of day shift) plus 24 hours of security night shift (a headcount of two wardens for 12 hours of night shift) can be claimed. The weekend day shift rate is 9(2)(b)(ii) per hour (GST exclusive). The night shift rate is 9(2)(b)(ii) per hour (GST exclusive).

Security night shifts and security day shifts on non-vaccinating days are claimable if there is a move away from the Waitakere Hospital site to a site that requires night shift and non-vaccinating day shift security.

- 1.2 If the Provider engages the full volume of staff specified in the Service Specification each week, the amount payable by the DHB will be 9(2)(b)(ii) (excl. GST) per week for a normal week of operation or 9(2)(b)(ii) (excl. GST) for the week that includes 26 April (the day on which ANZAC day is observed). The Provider must only invoice for hours actually delivered.

If the Provider engages the full volume of staff to attend staff orientation prior to 12 April 2021, the amount payable by the DHB will be 9(2)(b)(ii) (excl. GST). The Provider must only invoice for hours actually delivered.

- 1.3 The purchase unit for all fees claimed under this Agreement is as follows:

COV1901	COVID-19 Vaccination
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Contingency Fund

- 1.4 Should the Provider require additional staff (of the FTE types set out in the Service Specification) to meet surges in demand for the Services, the Provider shall notify of the DHB (in writing) of the type and volume of additional staff required and the duration that the additional staff will be required. If the DHB approves the additional staffing request (in

writing), the Provider may invoice for actual hours completed by the additional staff at the rates set out in 1.1 above.

2 Additional Payment Details

- 2.1 The fees allocated under the Agreement include the staff (as specified) plus all management, administration and supervisory personnel, labour, materials, equipment and anything else required to provide the Services. The Provider shall not apply any premium or seek to claim any additional costs or expenses in connection with or related to those prices for any special hours or days of work or for any other reason.
- 2.2 Each time the Provider submits an invoice pursuant to this Agreement it warrants that the fees claimed are in accordance with this Agreement including the COVID-19 Funding clause set out below.
- 2.3 The DHB will pay the Provider on the dates set out in the Payment Schedule provided the DHB has received a valid GST tax invoice from the Provider containing all of the information in clause E.5 plus an accurate and complete invoice template (Invoice Template). The Invoice Template will be supplied by the DHB and will include a requirement for the Provider to provide the following information:
- (a) the name for each staff member;
 - (b) the role performed by each staff member;
 - (c) the days worked by each staff member;
 - (d) the hours worked by each staff member on each date; and
 - (e) number of DHB staff filling 'roster gaps' during the billing period.
- 2.4 If requested by the DHB, the Provider will supply timesheets to support the Invoice Template and copies of any written DHB approvals given pursuant to clause 1.4.
- 2.5 The Provider is to send all invoices to: Shayne.Wijohn@waitematadhb.govt.nz
- 2.6 Failure by the DHB to dispute any invoice prior to payment will not prejudice the DHB's right to subsequently dispute the correctness of such invoice and adjust future payments accordingly.

3. Covid-19 Funding

- 3.1 This Agreement includes funding which has been allocated specifically for the provision of services during the COVID-19 pandemic.
- 3.2 The Provider acknowledges that:
- (a) the Director-General of Health has notified the DHB that double funding of services, resources, activities and/or costs during the COVID-19 pandemic will not be tolerated and indicated that any such double funding should lead to suspension of a contract; and
 - (b) the Provider must not be a party to any agreement or arrangement that results in the DHB or the government effectively having to pay more than once for the provision of the same services, resources, activities and/or costs (in part or in whole).
- 3.3 The Provider warrants that the fees specified in this agreement are a fair and reasonable estimation of the additional costs required to meet the delivery of the Services and that no cost already recovered under another agreement or arrangement funded by the DHB or government is included (in part or in whole).

3.4 The Provider agrees that that the DHB may undertake a review or financial audit at any time to ensure that the requirements of clause 3.3 are met, that is to ensure that double funding has not occurred and that the Provider has not been advantaged and recovered from this Agreement excessive funding. When determining whether double funding has occurred, the DHB will look at all government funding sources, including (without limitation) funding from the DHB, funding from other DHBs and non DHB funding (e.g. ACC funding and COVID-19 related government welfare and emergency funding).

3.5 Should the DHB determine after a review or audit, that the Provider has been double funded or has recovered from this Agreement excessive funding, that excess may be recovered by the DHB as a debt due. Without limiting any other rights, the DHB may have, the DHB may also elect to suspend or terminate the Agreement with immediate effect.

4. Withholding Payments

4.1 Without prejudice to any other right or remedy provided in this Agreement or otherwise at law, we may withhold any payments or portions of payments, where the Provider has failed to:

- (a) deliver or complete the Services;
- (b) meet the performance measures and timelines specified in this Agreement;
- (c) submit the reports required under this Agreement;
- (d) submit satisfactory reports to us; or
- (e) exercise due professional care and diligence in the performance of the Provider's obligations under this Agreement.

5. Clawback of Funds

5.1 Without prejudice to any other right or remedy provided in this Agreement or otherwise at law, we may require the Provider to repay the funding paid to the Provider under this Agreement, or any portion of the funding that is reasonable in the circumstances, where the Provider has failed to:

- (a) deliver or complete the Services;
- (b) meet the required performance measures and timelines;
- (c) submit satisfactory reports in accordance with the reporting requirements set out in this Agreement; or
- (d) exercise all due professional care and diligence in the performance of the Provider obligations under this Agreement.

5.2 Any amount to be repaid will be determined by us acting reasonably and following a discussion with the Provider regarding the circumstances that have led to us seeking repayment of funding.

5.3 Any disputes regarding the application of this clause shall be dealt with in accordance with the Dispute Resolution provisions set out in clause B28 of Part 2 (Dispute Resolution).

6. Termination

6.1 In addition to the termination provisions contained elsewhere in this Agreement and without limiting any other provision contained in this Agreement, both of us agree that:

- (a) Both of us may agree to terminate this Agreement. Any such agreement must:
 - i. be in writing and signed by each of our authorised signatories
 - ii. specify a mutually agreed termination date.

- (b) We may terminate this Agreement at any time by giving four (4) weeks' notice to the Provider.

7. Term, Rights of Renewal

- 7.1 This Agreement will commence on **8 April 2021** and expire on **23 May 2021** (Initial Term) unless extended pursuant to clause 7.2 or terminated earlier in accordance with the termination provisions of the Agreement. The Agreement start date of 8 April allows for staff orientation prior to the service term. The term of service provision commences on 12 April 2021 and concludes on 23 May 2021. The last vaccinating day in this term is 22 May 2021. Security provisions remain in place on 23 May 2021.
- 7.2 The DHB may renew the term of the Agreement one (1) time for a period of up to six (6) weeks (Renewal Term) by giving written notice to the Provider at least two (2) weeks prior to the expiry of the Initial Term.
- 7.3 The final expiry date of the Agreement is **4 July 2021** (Final Expiry Date).

8. Renewal

Both of us agree that clause B31.3 of Part 2 does not apply to this Agreement.

9. Privacy of Personal Information

- 9.1 In this clause Personal Information has the meaning given to this term in the Privacy Act 2020 and Health Information has the meaning given to this term in the Health Information Privacy Code 2020.
- 9.2 The Provider will collect, use, store and disclose Personal Information and Health Information related to the Agreement and Services in accordance with:
- (a) the Privacy Act 2020;
 - (b) any Law that amends or overrides any of the Information Privacy Principles of the Privacy Act 2020 and that applies to the DHB or the Provider;
 - (c) any Code of Practice or Approved Information Sharing Agreement (as defined in the Privacy Act 2020) that amends or overrides any of the Information Privacy Principles of the Privacy Act 2020 and that applies to the DHB or the Provider (e.g. Health Information Privacy Code 2020);
 - (d) any guidelines issued by the Privacy Commissioner.
- 9.3 Subject to clause 9.2, the DHB and the Provider will record in the Service Specification, the details of any Personal Information and/or Health Information that will be shared between the DHB and the Provider in connection with the Services, the purpose(s) for sharing and using the information and any agreement on the management (including security) of the information.
- 9.4 Wherever a Provider supplies a privacy statement to clients in respect of the Services in accordance with Information Privacy Principle 3 of the Privacy Act 2020 or Rule 4 of the Health Information Privacy Code 2020, the Provider will implement any reasonable directions made by the DHB about the content of the privacy statement, including about the purpose(s) of collection and the disclosure of information.
- 9.5 Before making a direction under clause 9.4, the DHB will consult with the Provider about the proposed content of the privacy statement, and consider any reasonable issues or concerns raised by the Provider.

- 9.6 The Provider confirms that it has adequate security measures to safeguard Personal Information and Health Information from unauthorised access or use by third parties.
- 9.7 Without limiting the Provider's obligation under Part 6 of the Privacy Act 2020, the Provider will notify the DHB promptly, in writing, of any privacy breaches related to the Agreement that is likely to cause anyone serious harm. If requested by the DHB, the Provider will submit a written report to the DHB detailing how it plans to respond to the breach and/or steps taken to respond to the breach.
- 9.8 The Provider will notify the DHB promptly, in writing, if it receives a compliance notice from the Privacy Commissioner that relates to the Agreement or becomes subject to any investigation by the Privacy Commissioner that relates to the Agreement.

10. Smoke-free Policy

- 10.1 Subject to limited exceptions, the **Smoke-free Environments Act 1990** requires employers to take all reasonable steps to ensure that no person smokes at any time in a workplace. In addition to meeting the Provider's requirements under the Act, the DHB expects the Provider to have a wider role in promoting health and wellbeing to support achievement of the New Zealand government's goal for a Smoke-free Aotearoa in 2025 by supporting service users and staff not to smoke. Therefore, in addition to complying with the requirements laid out in the Smoke-free Environments Act, from 1 July 2017 the Provider will adopt a **Smoke-free Policy**. At a minimum, the Provider Smoke-free Policy is to:

- (a) Be written;
- (b) Be aligned with the DHB's Smokefree Policy;
- (c) Describe the Provider organisation's internal and external smoke-free environments;
- (d) Specify how the Provider will provide smoking cessation support and advice to staff;
- (e) Specify how the Provider will provide smoking cessation support and advice to service users; and
- (f) Describe the actions the Provider will take to ensure that the Policy is adhered to.

We encourage the Provider to identify a Smokefree Champion for the Provider organisation to ensure the Provider policy is robust and adhered to. A template policy and associated resources and support are available from <http://www.waitemataadhb.govt/health-professionals/smokefree-environments>

11. Healthy Food and Drink Policy

- 11.1 The DHB expects the Provider to have a role in promoting the health and wellbeing of the Provider service users, staff and visitors to the Provider service by supporting them to make healthy food and drink choices. From 1 July 2017, the Provider will adopt a **Healthy Food and Drink Policy** covering all food and drinks sold on sites, and provided to service users, staff and visitors under the Provider jurisdiction. At a minimum, the Provider Policy is to be written and reflect the principles of the National District Health Boards and Ministry of Health Healthy Food and Drink Policy, which aligns with the Ministry of Health's Eating and Activity Guidelines. A template policy can be found at: <https://www.health.govt.nz/publication/healthy-food-and-drink-policy-organisations>.

12. Subcontracting

- 12.1 The DHB agrees that the Provider may subcontract other health providers to assist with staffing for the Services. As set out in clause B8, Part 2 of the Agreement, the Provider will be responsible for all acts and omissions of its subcontractors even if those acts or omissions are done without the Provider's knowledge or approval. The Provider will ensure that it has appropriate arrangements in place with subcontracted providers to ensure the requirements of this Agreement are met.

F: SERVICE SPECIFICATION

Background

On 10 March 2021, the Government announced its plan for the rollout of the COVID-19 vaccines. Key points from the plan are as follows:

- A targeted COVID-19 vaccine rollout over next 3-4 months will start to reach 2 million people in most at risk groups.
- The plan prioritises people most at risk of harm if they get the virus and those who live and work in places where they are most likely to pick up COVID-19.
- Those in South Auckland who're over 65 or who have underlying health issues to start being vaccinated from the end of March.
- Minimising risk of future outbreaks central to Government plan and prioritisation.

To support the above direction, the Metro Auckland DHBs (which includes the DHB) through its combined Northern Region Health Coordination Centre (NRHCC) structure will be establishing a vaccination model of delivery which includes the following:

- Super Vaccination Centres (SVCs) capable of delivering up to 1,000 vaccines per day with ten vaccinators on a single shift.
- Locality Vaccination Centres (LVCs) to vaccinate approximately 300 people per day in key community sites, with potential to scale up if required.
- Pop up COVID-19 Vaccination sites.
- Aged Residential Care (ARC) outreach.
- Primary Care (PC), specifically General Practice, vaccination centres.

The Metro Auckland DHBs wish to engage local providers to provide the local vaccination centre (LVC) services. LVCs are intended to ensure an appropriate community focused approach to the DHB's COVID-19 vaccine delivery programme. It is anticipated that the LVCs will have capacity to provide approximately 300 COVID-19 vaccinations per day.

The DHB wishes to engage the Provider to provide a Māori focused LVC service in the Waitematā District Health Board catchment area, recognising that it has specialised knowledge, experience and expertise in providing health services for Māori living in the district. As an initial step towards this, the DHB wishes to engage the Provider to undertake certain service establishment activities and provide COVID-19 vaccination services on a limited, short term basis. Service provision during this service establishment phase will be used to inform future, on-going LVC service delivery, including funding and contracts for future LVC service delivery.

1. Definition

The DHB has agreed to fund, and the Provider has agreed to deliver, the Māori LVC service establishment phase services described in this Service Specification (Services). The DHB has engaged the Provider to deliver the Services due to its specialised skills, experience and leadership in delivering targeted healthcare approaches for Māori communities.

2. Service Objectives

Māori are a priority population and are at greater risk of serious health problems from COVID-19. In line with the Government's requirement that the COVID-19 vaccination rollout ensures equitable access and prioritises people most at risk of harm, the Services aim to ensure that the COVID-19

vaccine is accessible to Māori whānau and communities and support uptake of the COVID-19 vaccine within this priority population. This is critical to minimising the risk of ongoing spread, future outbreaks and harm to Māori communities.

3. Service Principles

The following key principles will underpin the Services delivered:

- Focus on meaningful choices and tailored support for Māori.
- Build Māori capacity and capability to effectively deliver vaccines to Māori whānau and communities.
- Support Māori-specific models of engagement, delivery and care.
- High level of coordination with the DHB and also ADHB (as the NRHCC's nominated COVID-19 Vaccination Lead).

4. Service Users

The Provider will only deliver COVID-19 vaccinations to Service Users in accordance with the Government's COVID-19 vaccination rollout plan, which is structured to ensure that people at greater risk are vaccinated first. As at the commencement date of this Agreement, the roll out plan can be summarised at a high level as follows:

Group 1 — Now onwards

Border and managed isolation and quarantine (MIQ) workers

This includes people working at the border or in MIQ, and the people they live with (household contacts).

Group 2 — from late March

High-risk frontline workers and people living in high-risk places

This includes People who:

- *are a high-risk frontline healthcare workers*
- *work in a long-term residential environment*
- *live in long-term residential care*
- *are an older Māori or Pacific person being cared for by whānau*
- *live in the Waitematā DHB area and are over 65, have an underlying health condition or disability, are pregnant, or are in a custodial setting.*

Group 3 — from May

People who are at risk of getting very sick from COVID-19

People who are:

- *aged over 65*
- *have a relevant underlying health condition*
- *disabled*
- *an adult in a custodial setting.*

Group 4 — from July

Everyone

Everyone aged 16 or over.

The rollout plan is described further at <https://covid19.govt.nz>.

The DHB will keep you informed of any changes to the roll out plan and associated rollout dates. You will work with the DHB to develop (and update as required) communications and booking systems that align with the Government's COVID-19 vaccination rollout plan.

The Provider shall have a specific focus on engaging Māori Service Users, within any of the groups identified. This means that Services will be designed, promoted and delivered in a manner that best meets the needs of Māori living in the Waitematā DHB catchment area.

5. Access

The Provider will establish and operate a booking system to manage Service User access to the Services. The system must be structured to ensure that Service Users are recalled and booked for their second COVID-19 Vaccination within prescribed timeframes and integrate appropriately with booking systems managed by the NRHCC.

Should a mandatory booking system for COVID-19 vaccinations be introduced at a national level or by NRHCC, you will manage access to the Services utilising that booking system. The DHB will notify you if use of such a booking system is required.

While booking should be the predominant method for managing access to the Services, the Provider will ensure that it has some capacity to accommodate 'walk-ins', including group 'walk-ins'.

Service User preferences in terms of accessing the Services (bookings versus walk-ins) will be monitored during the service establishment phase and may inform future, on-going LVC service delivery.

6. Settings

You will deliver the Services from the following location:

Waitakere Hospital or an alternative location agreed by the DHB and the Provider.

7. Days and Hours of Operation

Unless otherwise agreed in writing with the DHB, the Provider will operate the COVID-19 vaccination centre for six (6) days per week between the hours of 0800 – 1600.

8. Service Components

Service Establishment Activities

The Provider will work with the DHB to establish a LVC service in accordance with the NRHCC Vaccination Programme Process for Setting up Vaccination Sites (draft dated 5 March 2021). In addition, the Provider will:

- Support the DHB with the physical/IT set up of the facility.
- Develop a site specific operating procedures (SOP) for delivery of LVC services at the site. The SOP must align with the policies, procedures and guidelines set out in the 'Quality Requirements' section below and be submitted to the DHB for NRHCC review/approval prior to the date of the dry run assessment of the LVC service at the site.
- Develop a site specific health and safety plan for the site (including, without limitation, a security plan and traffic management plan).
- Recruit, train and orientate staff for delivery of LVC services (this may include site visits to DHB managed SVCs or training sessions at these sites where appropriate). Staffing requirements are detailed below.

- Establish booking systems for delivery of LVC services.
- Develop a local engagement strategy (and related collateral). The strategy and collateral should be aligned with national communications issued by the Government and regional communications issued by the NRHCC.
- Identifying and establishing communication pathways with key NRHCC staff.
- Complete a 'dry run' of the LVC service at the site prior to commencement of COVID-19 vaccination delivery to the public.

The Provider will commence delivery of COVID-19 vaccinations on a date agreed, in writing, with the DHB and NRHCC.

NRHCC may conduct assurance activities at any time to ensure that the Quality Requirements set out below and the requirements of the site specific SOP are met.

Staffing

The Provider will engage the following staff to deliver COVID-19 vaccination services.

Role	Base Volume (FTE) <i>*1 FTE = 40 hours per week spread over a six-day per week roster</i>	Function
Kaumatua	1	Lead, represent and advise on those aspects of service provision which relate to Te Ao Māori and Māori culture
Clinical lead (senior nurse)	1.2	Manages clinical protocols & SOPs Emergency and risk management Receives MATOS monitoring alerts & coordinates immediate response Oversees & supervises RNs allocation of roles Oversees & supervises CHA & CIR Admin roles Provides clinical support across vaccination process
Site lead	1.2	Responsible for Operations & people management Coordination & facilitation of site and staff
Team leader	1.2	Supports site leads with roster management
Flow coordinator	1.2	Flow coordination
Registration and other admin	4.8	Look up scheduling information for every person that presents Generate NHIs as require Enter persons details into CIR Re-schedules second dose in 21 days if required

Role	Base Volume (FTE) <i>*1 FTE = 40 hours per week spread over a six-day per week roster</i>	Function
Pre assessors and consent	3.6	Check consent and ask preliminary health questions
Authorised vaccinators	4.8	Administers vaccine in accordance with approved clinical policies, guidelines and procedures
Cold chain and vaccine preparation	2.4	Cold chain management Vaccine preparation and delivery to vaccinators
Post vaccination observer (RN)	1.2	Clinically manages any post immunisation reactions including anaphylaxis
Post vaccination observer (HCA)	1.2	Clinically manages any post immunisation reactions including anaphylaxis Ensures any other information is captured
Hauora Coordinator	4.8	Non-clinical roles to support clients with navigation to and through the LVC, and also support with connecting whānau to other support and care within their community
Kaiako	1.2	Onsite support carer to care for tamariki while their parents are being immunised
Disability facilitator/advisor	0.5	Provide advice and guidance on the design and flow of LVCs for whānau with disabilities
Security/traffic control day shifts	6*	5 Māori wardens: Maintain site security and assist LVC leads as directed.
Security night shifts	3.6*	2 Māori wardens: Maintain overnight site security and assist LVC leads as directed.
Total FTE	39.9	

Staffing types and levels will be actively reviewed during the term of the Agreement (having regard to, amongst other things, Service User demand at the facility and the Provider's ability to recruit the required staff) and the results of this review will be used to inform future, on-going LVC service delivery, including funding and contracts for future LVC service delivery.

*Security FTE in the table above is for the six days of service operation per week. Additional hours apply to security provisions on the non-vaccinating seventh day of each week. On non-vaccinating days a maximum of 24 hours of security day shift (a headcount of two wardens for 12 hours of day shift) plus 24 hours of security night shift (a headcount of two wardens for 12 hours of night shift) can be claimed. The day shift rate weekend rate is 9(2)(b)(ii) per hour (GST exclusive). The night shift rate is 9(2)(b)(ii) per hour (GST exclusive).

Neither security night shifts nor non-vaccinating security day shifts can be claimed while the Provider is operating out of Waitakere Hospital.

Volumes

It is expected that the above staffing levels will enable the Provider to administer approximately 300 COVID-19 vaccinations per day.

Service User volumes will be actively reviewed during the term of the Agreement (both in terms of Service User demand for the Services and Provider capacity to meet Service User volumes) and the results of this review will be used to inform future, on-going LVC service delivery, including funding and contracts for future LVC service delivery.

Vaccination Stock

The Provider shall administer the COVID-19 Vaccine as approved by the Government. Vaccine stock shall be supplied by Auckland DHB (as the NRHCC's nominated COVID-19 Vaccination Lead).

9. Community Testing

It is essential that COVID-19 Community Testing Centre capacity is not diminished as a result of the Services. The Provider will notify the DHB if it proposes to utilise staffing across both Services. The Provider will also notify the DHB promptly if it anticipates any issues with delivery of the COVID-19 Community Testing Centre Services as a result of providing the Services described in this Agreement.

10. Governance

The Provider and the DHB agree to establish and maintain a site specific Clinical Governance Group with NRHCC participation to oversee clinical service delivery. The role of this group will be to develop specific policies, procedures, and guidelines that align with regional requirements (as provided by the NRHCC) and national requirements (as provided by the Ministry of Health/Government).

11. Roles and Responsibilities

Without limiting any other requirements under this Agreement, the following table provides a high level overview of the roles and responsibilities of the Provider, the DHB and other key individuals, groups and organisations involved in the COVID-19 vaccine rollout.

Should the Provider have any queries directly related to the tasks, activities or services to be provided by ADHB (as NRHCC's nominated COVID-19 Vaccination Lead), it should contact:

Nigel Chee (Acting General Manager, Māori)

NChee@adhb.govt.nz

021 859 315

Should the Provider have any queries relating to the contract or payments, facility, or should it experience any difficulties in relation to activities provided by NRHCC, it should contact the DHB Contract Manager named in this Agreement (as may be replaced by the DHB from time to time).

Role/Responsibility	Provider	DHB	ADHB (as the NRHCC's nominated COVID-19 Vaccination Lead)	Other (e.g. Ministry of Health)
Contract Management and Administration	<p>Appointment of a Contract Manager to manage this Agreement.</p> <p>Provision of office admin, systems and procedures to ensure accurate invoices are submitted to the DHB.</p>	<p>Appointment of a Contract Manager to manage this Agreement.</p> <p>Provision of back office admin, systems and procedures to process valid invoices received in connection with this Agreement.</p>	Validation of invoices as required.	
Clinical Governance, Policies, Procedures and Guidelines	<p>Development of site-specific policies, procedures and guidelines that align with regional requirements (as provided by the NRHCC) and national requirements (as provided by the Ministry of Health/Government).</p> <p>Establishment and maintenance of a site specific Clinical Governance Group to oversee clinical service delivery.</p>	Participate in the site-specific Clinical Governance Group	<p>Development of regional policies, procedures and guidelines.</p> <p>Audit and review of the Provider's site specific policies, procedures and guidelines to ensure alignment with regional requirements.</p> <p>Participate in the site-specific Clinical Governance Group</p>	Development of national policies, procedures and guidelines.
Vaccination Stock	Receipt, storage, management and administration of Government approved COVID-19 vaccine in accordance with clinical policies and procedures and guidelines applicable		Supply of Government approved Vaccination stock (includes delivery to the facility).	Procurement of COVID-19 Vaccination stock.

	to this Agreement. Communicating stock requirements to NRHCC.			
Communications	Development of a local engagement strategy (and related collateral).	Review local engagement strategy (and related collateral) for alignment with regional and national communications.	Regional communications relating to the Government's COVID-19 Vaccination Rollout Plan.	National communications relating to the Government's COVID-19 Vaccination Rollout Plan.

Role/Responsibility	Provider	DHB	ADHB (as the NRHCC's nominated COVID-19 Vaccination Lead)	Other (e.g. Ministry of Health)
Service User bookings	Establish and maintain booking system. If a local booking to ensure second dose. Integrated with regional systems. Work through own lists first (e.g. enrolled process)		Provide regional booking system (subject to introduction of mandatory national booking system or adoption of local systems).	
Demand Management	Implement local engagement strategy and booking system in a manner that aims to see 300 COVID-19 vaccinations completed per day.		Assist with Service User demand management (e.g. redirection of Service Users to different COVID-19 Vaccination centres as demand peaks or is reduced in different areas of the Auckland Metro DHB catchment area).	Government's COVID-19 Vaccination Rollout Plan.

Non-Clinical Workforce to deliver LVC Services (including security and traffic management)	The Provider shall be responsible for all non-clinical staff engaged to deliver the Services (including recruitment of such staff) as outlined in 'Staffing' table above.			
Clinical Workforce to deliver LVC Services	The Provider shall be responsible for all clinical staff engaged to deliver the Services (including recruitment of such staff) as outlined in 'Staffing' table above.	Provide support for engaging clinical staff as required (during Service establishment phase only.		
Facility Lease/Licence (including utilities)	The Provider will manage all aspects of the facility and ensure that it is fit for use for the Services at all times.			
Facility fit out (including I.T infrastructure, equipment and software plus clinical and office equipment)	The Provider will work with ADHB to ensure that the facility fit out meets its service requirements.		Fit out of the facility (including IT infrastructure, equipment and NRHCC nominated software) plus clinical and office equipment.	

Role/Responsibility	Provider	DHB	ADHB (as the NRHCC's nominated COVID-19 Vaccination Lead)	Other (e.g. Ministry of Health)
Facility cleaning	The Provider is responsible ensuring that the facility is clean and tidy at all times. The Provider shall liaise with NRHCC to ensure that cleaning services are deployed appropriately to meet this requirement. Any issues regarding the cleaning services are to be promptly reported to NRHCC. Persistent issues shall be reported to the DHB.		Engagement and funding of cleaning services.	
Waste Disposal (including medical waste disposal)	The Provider is responsible for waste disposal at the site. The Provider shall liaise with NRHCC to ensure that cleaning services are deployed appropriately to meet this requirement. Any issues regarding the cleaning services are to be promptly reported to NRHCC. Persistent issues shall be reported to the DHB.		Engagement and funding of waste disposal services.	
Clinical supplies (including medical emergency supplies)	The Provider shall ensure that it communicates its requirements for clinical supplies (including medical emergency supplies) to the NRHCC promptly.		Procurement, supply and delivery of clinical supplies to the facility.	

Office supplies	All office supplies are to be provided by the Provider.			
Service User records	<p>Ensure clinical records for each Service User interaction are maintained in accordance with all policies, procedures and guidelines applicable to this Agreement; clinically accepted standards; and requirements of the Privacy Act/Health Information Privacy Code 2020.</p> <p>Ensure that each COVID-19 vaccination administered is uploaded into the COVID-19 Vaccination Register (CIR).</p>		Ensure regional availability of COVID-19 Vaccination Register (CIR)	Development of COVID-19 Vaccination Register (CIR)

All equipment and supplies supplied by the DHB in connection with this Agreement is owned by the DHB and shall be returned to the DHB on expiry or termination of this Agreement.

12. Quality Requirements

The Provider shall deliver the Services in accordance with all COVID-19 Vaccine Policies, Procedures and Guidelines issued by the Ministry of Health and Northern Region Health Coordination Centre (NRHCC) (as updated or amended from time to time). This includes, but is not limited to:

- The Ministry of Health's Operating Guidelines for DHBs & Providers – COVID-19 Vaccine Immunisation Programme (v4.1 – Tier 1, dated 11 March 2021), as update or amended by the Ministry of Health from time to time.
- The NRHCC COVID-19 Vaccination Programme Standard Operating Procedures (v4, dated 15 March 2021), as updated or amended by the DHB (through NRHCC) from time to time.
- The NRHCC Vaccination Programme Vaccination Centre – Generic Site Overview (draft v1, dated 9 March 2021), as updated or amended by the DHB (through NRHCC) from time to time.
- The NRHCC Vaccination Programme Process for Setting up Vaccination Sites (draft dated 5 March 2021).

The Provider will be given access to a central repository where all NRHCC Policies, Procedures and Guidelines are held. The Provider confirms that it has access to such central repository and will regularly check for updates to the Policies, Procedures and Guidelines.

13. Purchase Unit

COV1901	COVID-19 Vaccination
---------	----------------------

14. Reporting Requirements**Vaccination Event Data**

Complete and accurate COVID-19 vaccination event data is to be uploaded into COVID-19 Immunisations Register (CIR) for each Service User.

Additional Reporting

In addition to recording COVID-19 vaccination event data, the Provider will provide the following reports to the DHB.

Reporting Unit	Reporting Frequency
Daily verbal/email update highlighting: <ul style="list-style-type: none"> Volume of COVID-19 vaccinations completed Highlights, issues, barriers, emerging risks/proposed mitigations. 	Daily (by phone/in person or email) at the end of each day.
Narrative report summarising feedback received through Service Users satisfaction surveys.	Fortnightly (due by email on last day of each fortnight).

Please send written reports by email to:

Shayne Wijohn
Acting Funding and Development Manager, Primary Care
Auckland and Waitemata DHB
Email: Shayne.Wijohn@waitematadhb.govt.nz

15. Evaluation

The Provider will actively participate and cooperate in any evaluation/post implementation review of the Services that may be initiated by the DHB or NRHCC.

16. Future Service Provision

The Provider acknowledges that the Services provided during the term of this Agreement will be used to inform future, on-going LVC service delivery, including funding and contracts for future LVC service delivery. The DHB will be looking to ensure that the following criteria are met before any on-going LVC services are implemented.

1. Regular/predictable pattern of Service User demand is established.
2. Staffing requirements to meet Service User demand are established (staff type and volumes).
3. Clinical policies, procedures and guidelines are implemented in the manner required by NRHCC policies, procedures and guidelines.
4. Bookings systems and clinical records systems meet NRHCC's requirements (this includes ensuring that booking systems are sufficient to ensure that Service Users are recalled for their second vaccination within clinical guidelines, can accommodate bookings in advance as well as 'walk-ins').

The parties agree that no agreement relating to LVC service delivery beyond the Final Expiry Date of this Agreement will be final unless and until a formal written agreement has been signed by each of our authorised signatories.

Variation to Agreement

between



Private Bag 93503
Takapuna
Auckland 0740

Contact:

Sione Feki

and

Te Whanau O Waipareira Trust

NZBN: 9429042848837

Māori Local COVID-19 Vaccination Centre

PO Box 21081
Henderson
Auckland 0650

Ph: 09-836 6683

Contact:

John Tamihere

CONTENTS OF THIS AGREEMENT

A:	SUMMARY	2
B:	PROVIDER SPECIFIC TERMS AND CONDITIONS	3

Proactively released

A: SUMMARY

A1 Definitions

- a. "we", "us", "our" means Te Whatu Ora - Health New Zealand
- b. "you", "your" means Te Whanau O Waipareira Trust
- c. "either of us" means either we or you
- d. "both of us" means both we and you

A2 The Agreement

In 2021 both of us entered into a Health and Disability Services Agreement (the Agreement). The Agreement commenced on 8 April 2021 and ended on 23 May 2021 and was numbered (432960 / 367706/00).

A3 Variation

This is the 07 variation to the Agreement and extends the Agreement term. This variation to the Agreement begins on 01 July 2023 and ends on 30 September 2023.

A4 Section B

The attached Section B includes all of the adjustments to this Agreement as a result of this variation.

A5 Remainder of Agreement

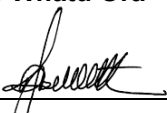
The remaining terms and conditions of the Agreement are confirmed in all respects except for the variations as set out in this document.

A6 Signatures

Please confirm your acceptance of the Agreement by signing where indicated below.

For Te Whatu Ora - Health New Zealand:

For Te Whanau O Waipareira Trust:

 (signature)

_____ (signature)

Name Dr Debbie Holdsworth

Name

Position Director Funding

Position

Date 28 September 2023

Date 29 September 2023

B: PROVIDER SPECIFIC TERMS AND CONDITIONS

B1 It is agreed that the following details apply to this Variation

Legal Entity Name	Te Whanau O Waipareira Trust
Legal Entity Number	432960
Contract Number	367706 / 07
Variation Commencement Date	01 July 2023
Variation End Date	30 September 2023

B2 Details of all purchase units which apply to this Variation

Purchase Unit (PU ID)	Total Price excl. GST	GST Rate (%)	Payment Type
COV1901 COVID-19 Vaccination	9(2)(b)(ii)	15	CMS
Total price for the Service Schedule	9(2)(b)(ii)		

PAYMENT DETAILS

B3 Price

B3.1 The price we will pay for the Service you provide is specified above. Note that all prices are exclusive of GST.

B4 Invoicing

B4.1 We will pay you on the dates set out in the Payment Schedule below for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- a. provider name (legal entity name)
- b. provider number (legal entity number)
- c. provider invoice number
- d. contract number
- e. purchase unit number or a description of the service being provided
- f. date the invoice is due to be paid/date payment expected
- g. dollar amount to be paid
- h. period the service was provided
- i. volume, if applicable
- j. GST rate

- k. GST number
- l. full name of funder

If we do not receive an invoice from you by the date specified in the payment schedule below, then we will pay you within 20 days after we receive the invoice.

B5 Invoicing Address

Send invoices to:

providerinvoices@health.govt.nz

or post to:

Te Whatu Ora - Health New Zealand
Provider Payments
Private Bag 1942
Dunedin 9054

B6 Payment Schedule

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
21 August 2023	31 July 2023	July 2023
20 September 2023	31 August 2023	August 2023
20 October 2023	30 September 2023	September 2023

B7 Health Emergency Planning

- a You must develop a Health Emergency Plan to ensure that your clients/patients and staff are provided for during a Health Emergency and ensure that this is reviewed periodically to maintain currency.
- b The plan must identify your response to a worst case scenario pandemic event (40% of the population affected with 2% death rate)
- c A copy of the plan shall be made available to the Te Whatu Ora - Health New Zealand on request and will be consistent with the Health New Zealand's pandemic and emergency plans (available from the Te Whatu Ora - Health New Zealand).
- d When requested by the Te Whatu Ora - Health New Zealand you will be involved in processes to ensure that emergency responses are integrated, coordinated and exercised. The level of participation required will be reflective of the nature of the services you provide and the expected roles and services in an emergency situation.

B8 Smokefree Clause for all NGO Contracts

The Provider is required to have a comprehensive Smokefree and Vaping Policy applying to all staff, patients/clients, families/whanau and visitors, facilities and vehicles. This is to ensure provision of a smokefree environment for all staff, patients, family/whanau and visitors. This policy must comply with the Smokefree Environments and Regulated Products Act 1990 (which regulates tobacco, vaping and smokeless tobacco products in New Zealand) and its amendments, the Health and Safety in Employment Act 1992 and its amendments.

The provider is to ensure that all registered health professionals employed in this service have completed smoking cessation training, at a minimum the Ministry of Health – Better Help for Smokers to Quit e-learning which is available on <https://nts.org.nz/abc-e-learning>

At the completion of this training registered health professionals can become Quit Card providers.

Providers may access sample policies, information about resources and training from <http://www.waitemataadhb.govt.nz/health-professionals/smokefree-environments>

B9 Children's Act 2014

According to section 15 of the Children's Act 2014¹, children's services cover the following:

- services provided to one or more children
- services to adults in respect of one or more children

NB At a future date, the scope of children's services can be expanded by regulations. Expansion may include services to adults which could significantly affect the well-being of children in that household.

Child Protection Policy

If you provide children's services as per section 15 of the Children's Act 2014 you will adopt a child protection policy as soon as practicable and review the policy within three years from the date of its adoption or most recent review. Thereafter, you will review the policy at least every three years. In accordance with the requirements set out in section 19(a) and (b) of the Children's Act 2014, your child protection policy must apply to the provision of children's services (as defined in section 15 of the Act), must be written and must contain provisions on the identification and reporting of child abuse and neglect in accordance with section 15 of the Oranga Tamariki Act 1989.

Worker Safety Checks

If you have workers that provide children's services, the safety check requirements under the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015 will need to be complied with.²

B10 Healthy Food and Beverage Environments Contract Clause

Te Whatu Ora - Health New Zealand believes all Providers of healthcare services have a role in promoting the health and wellbeing of their clients/service users/patients³, staff and visitors to their service/s by supporting them to make healthy food and beverage choices. From January 2017, you were expected to have a Healthy Food and Drink Policy covering all foods and beverages sold on site/s, and provided by your organisation to clients/service users/patients³, staff and visitors under your jurisdiction. Foods and beverages on offer for clients/service users/patients³, staff and visitors should align with the National Healthy Food and Drink Policy, which reflects the Ministry of Health's Eating and Activity Guidelines for New Zealand Adults. Your policy should consider the following principles, taking into account culturally appropriate approaches to food and food preparation as pertinent to your organisation and the diversity amongst your clients/services users/patients, staff and visitors:

- 1) Offer a variety of foods from the four food groups including:
 - Plenty of vegetables and fruit
 - Grain foods, mostly whole grain and those naturally high in fibre
 - Some milk and milk products, mostly low and reduced fat
 - Some legumes, nuts, seeds, fish and other seafood, eggs, poultry (e.g. chicken) and/or red meat with the fat removed.

¹ <http://www.legislation.govt.nz/act/public/2014/0040/latest/DLM5501618.html>

² <http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482241.html>

³ Note: the policy excludes inpatient meal services and Meals on Wheels are excluded

- 2) Food should be mostly prepared with, or contain minimal saturated fat, salt (sodium) and added sugar, and should be mostly whole or less processed.
 - Some foods containing moderate amounts of saturated fat, salt and/or added sugar may be available in small portions (e.g. some baked or frozen goods).
 - No confectionery (e.g. sweets and chocolate)
 - No deep-fried foods
- 3) The cold beverages available across all health provider settings will predominantly be plain water and unflavoured milk
 - The availability and portion sizes of artificially sweetened beverages, and no-added-sugar juices should be limited
 - Providers of healthcare services should not sell or provide sugar sweetened beverages⁴ on their site/s.

A template to support the development of your policy is available at:

<https://www.health.govt.nz/publication/healthy-food-and-drink-policy-organisations>

B11 Recovery of Funding

In addition to our rights under this agreement, Te Whatu Ora – Health New Zealand may recover a proportion of the Agreement Price in the event Te Whatu Ora – Health New Zealand determine that the Service Provider, for whatever reason

- does not provide the deliverables as outlined in this contract
- has accrued any underspend at the end of the contract period

The Recoverable Portion will be set by the Commissioning Team

- after discussion between both parties
- having regard to the extent of the delivery failure or, as the case requires the quantity or quality of the service delivery not provided
- having regard to what the Commissioning Team considers to be fair and reasonable.

B12 Geographical Area

This contract is limited to the geographical area that Waitemata DHB previously represented under the New Zealand Public Health and Disability Act 2000.

B13 Provider Specific Terms and Conditions

MAORI LOCAL COVID-19 VACCINATION CENTRE

1. Purpose of this Variation

The purpose of this Variation is to:

- a. extend the term of the Agreement for a further three months; and
- b. amend portions of the Additional Provider Specific Terms and Conditions contained in Schedule E of the Agreement.

⁴ "Any beverage that contains added caloric sweetener, usually sugar. The main categories of sugary drinks include soft-drinks/fizzy-drinks, sachet mixes, fruit drinks, cordials, flavoured milks, flavoured waters, cold teas/coffees, and energy/sports drinks" – New Zealand Beverage Guidance Panel

2. This Variation

The Parties agree that the Agreement is varied effective from 1 July 2023, as follows:

- a. All references to the Agreement End Date being "30 June 2023" are deleted and replaced with "30 September 2023".
- b. The Additional Provider Specific Terms and Conditions contained in previous variations continue to apply except for the following amendments:

3. Fees**Fees for Base Staffing**

- 3.1 In consideration for providing the Services, the Te Whatu Ora agrees to pay the Provider at the hourly rates below for staff actually deployed to deliver the Services. The hourly rates payable are set out in the table below.

Role	VACCINATION RATES		
	Weekday	Weekend/public holiday (if not otherwise stated)	Public Holiday
Clinical Lead (senior RN)		9(2)(b)(ii)	
Site Lead			
Registration and other admin			
Authorised vaccinators (RN or Allied Health)			
Cold chain and vaccine preparation			
Hauora Coordinator			
Non-clinical vaccinators			
Registered Nurse			
Administrator			
Health Care Assistant			

- 3.2 The Provider must only invoice for actual FTE employed for this service. Where the Provider has redeployed staff from other services, or is using Te Whatu Ora staff to supplement their own workforce, the Provider will note this in the supporting documents that accompany their invoice.

- 3.3 The Indicative workforce will be 4.93 FTE. In addition to the hourly rates for Indicative FTE set out above, Te Whatu Ora will pay non-FTE amount of 15% of the invoiced 4.93 FTE cost per day. Non-FTE refers to costs for tents and other related costs the provider requires to deliver the service.

Other costs**Maximum funding**

- 3.4 Maximum funding under this agreement is 9(2)(b)(ii) and will not be exceeded. This figure includes maximum workforce costs if all FTEs are fulfilled for the Tamaki Vaccination Centre. This maximum funding amount is payable as follows:

Months of Service	Maximum Amount Payable (excl. GST)
1 July 2023 to 30 September 2023	9(2)(b)(ii)

Additional Payment Details

- 3.5 The fees allocated under the Agreement include the staff (as specified). The Provider shall not apply any premium or seek to claim any additional costs or expenses in connection with or related to those prices for any special hours or days of work or for any other reason.
- 3.6 Each time the Provider submits an invoice pursuant to this Agreement it warrants that the fees claimed are in accordance with this Agreement including the COVID-19 Funding clause set out below.
- 3.7 Te Whatu Ora will pay the Provider on the dates set out in the Payment Schedule provided Te Whatu Ora has received a valid GST tax invoice from the Provider containing all of the information in clause E.5 plus an accurate and complete invoice template (Invoice Template). The Invoice Template will be supplied by Te Whatu Ora and will include a requirement for the Provider to provide the following information:
- the role performed by each staff member;
 - their hours each week of the corresponding month; and
 - number of redeployed or Te Whatu Ora staff fulfilling roles within the vaccination service during the billing period
- 3.8 The Provider is to send all invoices to: Karl.Snowden@health.govt.nz
- 3.9 Failure by Te Whatu Ora to dispute any invoice prior to payment will not prejudice Te Whatu Ora to subsequently dispute the correctness of such invoice and adjust future payments accordingly.
- 4. Term, Rights of Renewal**
- 4.1 This Agreement will commence on **1 July 2023** and expire on **30 September 2023**. We do not undertake to provide any additional funding or enter into any further Agreements with you after this date and you acknowledge and agree that you have no expectation that we will do so. We both agree that clause B31.3 of Part 2 of the Agreement do not apply to the Agreement.

Agreement

between

Counties Manukau DHB

NZBN: 9429000097901

Private Bag 93311
Otahuhu
Auckland 1640

Ph: 09-276 0044

Contact:

Sharon McCook

and

Manurewa Marae Trust Board 2008 Incorporated

NZBN: 9429043092918

COVID-19 Local Vaccination Centre

PO Box 88161
Clendon
Auckland

Ph: 09-267 8768

Contact:

Natasha Kemp

CONTENTS OF THIS AGREEMENT

PART 1 HEAD AGREEMENT

Section A Summary

PART 2 GENERAL TERMS

Section B Standard Conditions of Contract (SCC)

Section C Provider Quality Specifications (PQS)

Section D Standard Information Specifications (SIS)

PART 3 SERVICE SCHEDULES

Section E Provider Specific Terms and Conditions

Section F Service Specification

A: SUMMARY

A1 Agreement to Purchase and Provide Services

- A1.1 We agree to purchase and you agree to provide services on the terms and conditions set out in the Agreement.
- A1.2 The Agreement means all documents included in Part 1 (this document, to be referred to as the Head Agreement), together with Parts 2 and 3 (the documents listed in the Agreement Summary below).
- A1.3 The Agreement sets out the entire agreement and understanding between us and supersedes all prior oral or written agreements or arrangements relating to its subject matter.

A2 Duration of the Agreement, and Components of the Agreement

- A2.1 Part 2 (the General Terms) will apply for the period specified in the Agreement Summary below, or until terminated in accordance with the Agreement, subject to any rights to review, extend, vary or terminate any of these documents in accordance with the terms of this Agreement.
- A2.2 Each Service Schedule will apply for the period specified in Part 3, and shown in the Agreement Summary below, subject to any rights to review, extend, vary or terminate any of these documents in accordance with the terms of this Agreement.
- A2.3 The Agreement will automatically terminate upon the expiry of all Service Schedules in Part 3. Notwithstanding any end date given in Part 2 (the General Terms) the terms and conditions of Part 2, including the right to terminate the Agreement or any part of the Agreement, Part 2 (the General Terms) will be deemed to continue as long as there is one or more active Service Schedule in Part 3.

A3 Relative Priorities of the Component Parts of the Agreement

- A3.1 In the event of any conflict between the terms of the Provider Specific Terms and Conditions within Part 3 (Service Schedules) and any other part of the Agreement, the terms of the Provider Specific Terms and Conditions within Part 3 (Service Schedules) will have priority.
- A3.2 In the event of any conflict between the terms of Part 2 (the General Terms) and Part 3 (the Service Schedules), the terms of the Service Schedules will have priority.

- A3.3 In the event of any conflict between the terms of Section B (the Standard Conditions of Agreement) and Section E (the Provider Type Terms and Conditions), the terms of Section E (the Provider Type Terms and Conditions) will have priority.

A4 Enforceability of the Agreement, and its Component Parts

- A4.1 If any provision in any of the documents listed in the Agreement Summary below is lawfully held to be illegal, unenforceable or invalid, the determination will not affect the remainder of the relevant document or the Agreement, which will remain in force.

- A4.2 If an entire document listed in the Agreement Summary below is lawfully held to be illegal, unenforceable or invalid, the determination will not affect any other documents listed in the summary or the Agreement, which will remain in force.
- A4.3 If any provision in any of the documents or an entire document listed in the Agreement Summary below is held to be illegal, unenforceable or invalid, then we agree to take such steps or make such modifications to the provision or document as are necessary to ensure that it is made legal, enforceable or valid. This is in addition to and not in substitution of our rights to give notice of the terms and conditions on which we will make payments to you pursuant to section 88 of the New Zealand Public Health and Disability Act 2000 or otherwise.
- A4.4 The above provisions with respect to illegality, unenforceability or invalidity are not to affect any rights validly to terminate any of the documents in the above schedule or the Agreement as a whole in accordance with the terms of the Agreement or otherwise.

A5 Agreement Summary

- A5.1 This section lists all documents included in The Agreement. The Agreement comes into effect from the commencement date identified in Part 1 below. This summary will be updated, by an agreement variation, whenever there is a change to this list.

A6 Part 1 – The Head Agreement

Document	Commencement Date
This document	7 April 2021

A7 Part 2 – The General Terms

Document	Document Version No	Commencement Date	End Date, if specified
Conditions of Agreement	1.0	7 April 2021	18 May 2021
Provider Quality Specifications	1.0	7 April 2021	18 May 2021
Standard Information Specifications	1.0	7 April 2021	18 May 2021
Provider Type Terms and Conditions	1.0	7 April 2021	18 May 2021

A8 Part 3 - The Service Schedules


Service Schedule(s)	Reference/ Version No.	Commencement Date	End date
COV1901 COVID-19 Vaccination	1.0	7 April 2021	18 May 2021

A9 Signatures

Please confirm your acceptance of the Agreement by signing where indicated below.

For **Counties Manukau DHB**:

For **Manurewa Marae Trust Board 2008 Incorporated**:



(signature)

Name Margaret White

Position Chief Financial Officer

Date 5 May 2021.....



(signature)

Name Takutai Moana Natasha Kemp

Position ...Chief Executive Officer.....

Date ...11 May 2021.....

Proactively released

PART 2: GENERAL TERMS

- 2. 01** This Part 2 contains all of the parts of the Head Contract, as listed in the Contract Agreement (Agreement Summary).
- 2. 02** Each of the documents in Part 2 (the Head Contract) form part of the Agreement between us, as defined in the Contract Agreement or in a subsequent Variation to the Contract Agreement, as applicable.
- 2. 03** Section B -the Standard Conditions of Contract set out the conditions on which our relationship with all our providers is based.
- 2. 04** Section C -the Provider Quality Specification (PQS) sets out the minimum quality of service required of all our providers. Where appropriate, the PQS also requires providers to meet the Health and Disability Sector Standards. The PQS applies to all Services provided under the Agreement. More detailed and service specific quality requirements are included in the Service Schedules.
- 2. 05** Section D -the Standard Information Specifications (SIS) sets out information management principles required of all our providers. The SIS applies to all Services provided under the Agreement. More detailed and service specific information requirements are included in the Service Schedules.

B: STANDARD CONDITIONS OF CONTRACT

INTRODUCTION

B1 Standard Conditions

- B1.1 Any Agreement you enter into with us will be deemed to include the following Standard Conditions.
- B1.2 If however any other terms in the Agreement directly conflict with these Standard Conditions, the other terms will have priority.
- B1.3 There is a glossary at the back of these Standard Conditions setting out definitions, interpretations and terms used.

B2 Treaty of Waitangi and Māori Health Statement

- B2.1 The Treaty of Waitangi establishes the unique and special relationship between iwi, Māori and the Crown. As a Crown entity the District Health Board considers the Treaty of Waitangi principles of partnership, proactive protection of Māori health interests, co-operation and utmost good faith, to be implicit conditions of the nature in which the internal organisation of the District Health Board responds to Māori Health issues.

B3 Relationship Principles

- B3.1 The following values will guide us in all our dealings with each other under the Agreement:
- a) Integrity – we will act towards each other honestly and in good faith.
 - b) Good communication – we will listen, talk and engage with each other openly and promptly including clear and timely written communication.
 - c) Enablement – we will seek to enable each other to meet our respective objectives and commitments to achieve positive outcomes for communities and consumers of health and disability services.
 - d) Trust and co-operation – we will work in a co-operative and constructive manner recognising each other's viewpoints and respecting each other's differences.
 - e) Accountability – we will each recognise the accountabilities that each of us have to our respective and mutual clients and stakeholders.
 - f) Innovation – we will encourage new approaches and creative solutions to achieve positive outcomes for communities and consumers of health and disability services.
 - g) Quality improvement – we will work co-operatively with each other to achieve quality health and disability services with positive outcomes for consumers.

MĀORI HEALTH**B4 Māori Health Priority**

Both of us will abide by the Māori Health statement set out in clause B2 of these Standard Conditions.

- B4.1 You agree that Māori Health is a specifically identified health gain priority area. You must therefore establish and implement a Māori Health policy that reflects that fact. In developing this policy, and without limitation, you must take into account our strategic direction for Māori health in terms of minimum requirements for Māori health based on the Treaty of Waitangi, Crown objectives for Māori health and specific requirements negotiated from time to time with us.
- B4.2 You must specify how you intend to implement this policy. In particular, you will identify those services you will deliver as explicit contributions to Māori health gain priorities, how these services will be measured to ascertain what benefit is evident and other additional opportunities that may exist for furthering Māori health gain.
- B4.3 On commencement of the Agreement, you must develop your Māori health policy and operational plans after consultation with us, subject to agreement between both of us to our respective responsibilities for ensuring that the plans are adequately resourced within the current levels of funding.

SERVICE PROVISION**B5 Provision of Services**

- B5.1 You must provide the Services and conduct your practice or business:
- a) in a prompt, efficient, professional and ethical manner, and
 - b) in accordance with all relevant published Strategies issued under the Act; and
 - c) in accordance with Our obligations, and
 - d) in accordance with all relevant Law; and
 - e) from the Commencement Date and then without interruption until the Agreement ends or is ended in accordance with the Agreement.
- B5.2 Nothing in the Agreement gives you an exclusive right to provide the Services.

B6 Payments

- B6.1
- a) we will pay you in accordance with the terms of the Agreement.
 - b) We will pay you default interest on any payments due to you under the Agreement and in arrears for more than 14 days.
 - c) You must first have given us an invoice completed in the format required and we must have received it 14 working days before it is due.
 - d) "Default interest" means interest at the base rate of our bankers calculated from the due date for payment to the date of actual payment, plus the rate of 2 per cent per annum.

- e) This clause does not apply to payments due to you in respect of which we have exercised our right of set off (see clause B6.2).

B6.2 We may set off any amounts which you owe us against any payments due by us to you.

B6.3 We may withhold any further payments or portions of payments, where you:

- a) have failed to meet any reporting requirements under the agreement,
- b) are found to be in breach at the end of an Audit
- c) or your sub-contractors do not allow us access under clause "B15.2".

B6.4 In that case payments may be withheld from the date of non-compliance until such time compliance occurs.

B7 Cost and Volume Shifting

B7.1 You must not:

- a) act in such a way that increases cost to another provider,
- b) be party to any arrangement which results in our effectively having to pay more than once for the supply of the same Services or any component of them,
- c) act in such a way that shifts volumes relating to Services being provided separately by you where such volumes have been specifically related to that Service.

B8 Responsibility for Others

B8.1 You will be responsible for all acts and omissions of your employees, agents and subcontractors even if they are done without your knowledge or approval.

B9 Other Arrangements

B9.1 You must not enter into any other contract or arrangement which might prejudice your ability to meet your obligations in the Agreement

B9.2 You may (subject to your obligations in the Agreement), agree to provide Services for any other person.

B10 Subcontracting

B10.1 You may not subcontract any of the Services or part of them without our prior written consent which may not be unreasonably withheld.

B10.2 If we give consent you must comply with any reasonable conditions we impose as part of the consent.

B11 Transfer of your Rights and Obligations

B11.1 You must not transfer any part of your rights or obligations under the Agreement without our prior written consent.

QUALITY ASSURANCE**B12 Quality of Services**

B12.1 You must comply with the quality requirements set out in the Agreement.

B13 Information and Reports

B13.1 You must comply with the information requirements set out in the Agreement.

B13.2 You must keep and preserve Records and protect the security of them and make them available to us in accordance with our reasonable instructions.

B13.3 You must take all due care to ensure that in the event of your ceasing to provide the Services, the Records are properly preserved and transferred to us.

B13.4 You must keep proper business records and promptly complete a balance sheet, statement of income and expenditure and cashflows in accordance with accepted accountancy principles at the end of each financial year.

B13.5 We may use any information concerning you:

- a) for our own purposes; and
- b) for any purposes required by any Minister of the Crown or any Governmental Body.

B13.6 You must report to us in accordance with our reasonable instructions.

B13.7 We may reasonably require you to send reports direct to any Minister of the Crown or any Governmental Body within a time reasonably fixed by us.

B14 Appointment of Auditors

B14.1 We may appoint people to Audit, on our behalf, in relation to any of the matters contained in the Agreement.

B14.2 We will give you prior written notice of the names of the people we have appointed.

B14.3 Both of us must agree to the people we have appointed. You may not refuse where any or all of those people are suitably qualified and have no demonstrable conflict of interest, but your refusal may be based on some other good reason.

B14.4 Those people may take copies of any parts of the Records.

B15 Access for Audit

B15.1 You and your sub-contractors must co-operate with us fully and allow us, or our authorised agents, access to:

- a) your premises,
- b) all premises where your Records are kept,
- c) Service Users and their families,
- d) staff, sub-contractors or other personnel used by you in providing the Services,

For the purposes of and during the course of carrying out any Audit.

B15.2 We will ensure that our exercise of access under this clause B15 will not unreasonably disrupt the provision of the Services to Service Users.

B15.3 Notice of Audit

- a) we will give you prior notice of any Audit as agreed in any Audit protocols.
- b) If we believe that delay will unnecessarily prejudice the interests of any person, we may give you notice of our intention to carry out an Audit within 24 hours.

B15.4 Times for Audit

- a) Subject to Clause B15.3b an Audit may be carried out at any time during working hours and at any other reasonable times.
- b) You must ensure that the people appointed by us to carry out the Audit have access, during the hours they are entitled to Audit.

B16 Audit Process

B16.1 Subject to clause B23, in carrying out any Audit we may;

- a) Access confidential information about any Service User; and
- b) Observe the provision or delivery of the Services; and
- c) Interview or follow up Service Users and/or their families; and
- d) Interview or follow up any staff, sub-contractors or other personnel used by you in providing the Services.

B17 Financial Audit

B17.1 Despite the other provisions in this section B12.1 (Quality Assurance) we may not inspect your accounting system or record of your costs of providing the Services.

- a) We may, however, appoint as set out in the Agreement, an independent auditor to Audit;
 - i. The correctness of the information you give us; and
 - ii. Your calculations of the cost of supplying the Services; and
 - iii. Your financial position.
- b) The auditor:
 - i. Must not disclose specific details of your financial position to us; but
 - ii. May advise us if he or she considers your financial position may prejudice your ability to carry out your obligations under the Agreement.

B17.2 We retain the right to Audit under this Section B12.1 (Quality Assurance) after the Agreement ends but only to the extent that it is relevant to the period during which the Agreement exists.

B18 Insurance

- B18.1 You must immediately take out adequate comprehensive insurance throughout the term of the agreement covering your practice or business.
- B18.2 You must make sure that all the insurance cover always remains in force for the term of the Agreement or so long thereafter as required for the purposes of the Agreement.

B19 Indemnity

- B19.1 You must indemnify us against all claims, damages, penalties or losses (including costs) which we incur as the result of:
- a) Your failing to comply with your obligations in the Agreement; or
 - b) Any act or omission by you or any person for whom you are responsible.

B20 Complaints

- B20.1 You must comply with any standards for the Health sector relating to complaints
- B20.2 If there is no such standard applicable to you, then you must implement a complaints procedure in accordance with the terms of the Agreement.

B21 Complaints Body

- B21.1 You must at all reasonable times co operate with any Complaints Body and comply with its reasonable requirements.
- B21.2 We will advise a Complaints Body of any complaints we receive about you if we believe it is appropriate to do so.
- B21.3 We will give you reasonable assistance when we can in respect of any complaints made to the Privacy Commissioner which involve both of us.

B22 Warranties

- B22.1 You warrant to us that:
- a) All material information given to us by you or on your behalf is correct; and
 - b) You are not aware of anything which might prevent you from carrying out your obligations under the Agreement.
- B22.2
- a) The above warranties will be deemed to be repeated on a daily basis from the date of the Agreement and,
 - b) Your must advise us immediately if at any time either of the warranties is untrue.

B23 Limitation of our Rights

B23.1 Our rights and the rights of others to:

- a) Access confidential information about any Service User; and
- b) Observe the provisions or delivery of the Services; and
- c) Interview or follow up Service Users and/or their families,

Must be either authorised by statute or by a code of practice under the Privacy Act 1993 covering health information held by health agencies or by the informed consent of each Service User concerned. The consents will normally be in writing.

DEALING WITH PROBLEMS**B24 Notification of Problems**

B24.1 You must advise us promptly in writing:

- a) Of any:
 - i. changes,
 - ii. problems,
 - iii. significant risks,
 - iv. significant issues,

which materially reduce or affect your ability to provide the Services, or are most likely to do so, including those relating to:

- v. any premises used by you,
 - vi. any equipment you are using,
 - vii. your key personnel; or
- b) if you materially fail to comply with any of your obligations in the Agreement; or
- c) of any serious complaints or disputes which directly or indirectly relate to the provision of the Services; or
- d) of any issues concerning the Services that might have high media or public interest.

B24.2 We must discuss with each other possible ways of remedying the matters notified. Our discussion or attempted discussions will not however limit any of our rights under the Agreement.

B24.3 You must have in place realistic and reasonable risk management processes and contingency plans to enable you to continue to provide the Services on the occurrence of any of the matters in this clause B24.

B25 Uncontrollable Events

B25.1

- a) For the purposes of this Clause B25 an “uncontrollable event” is an event which is beyond the reasonable control of us (“the person claiming”), or an event as set out in Clause B29.4.
- b) An uncontrollable event does not include:
 - i. any risks or event which the person claiming could have prevented or overcome by taking reasonable care including having in place a realistic and reasonable risk management process; or
 - ii. a lack of funds for any reason.

B25.2 The person claiming will not be in default under the terms of the Agreement if the default is caused by an uncontrollable event.

B25.3 The person claiming must:

- a) promptly give written notice to the other specifying:
 - i. the cause and extent of that person’s inability to perform any of the person’s obligations; and
 - ii. the likely duration of the non-performance;
- b) in the meantime take all reasonable steps to remedy or reduce the uncontrollable event.

B25.4 Neither of us is obliged to settle any strike, lock out or other industrial disturbance.

B25.5 Performance of any obligation affected by an uncontrollable event must be resumed as soon as reasonably possible after the uncontrollable event ends or its impact is reduced.

B25.6 If you are unable to provide the Services as the result of an uncontrollable event we may make alternative arrangements suitable to us for the supply of the Services during the period that you are unable to supply them after we consult with you.

B25.7 If either of us is unable to perform an obligation under the Agreement for 90 days because of an uncontrollable event, both of us must first Consult and decide to what extent if any the Agreement can be varied and to continue.

B25.8 If we cannot agree that the Agreement may continue, then either of us may cancel the Agreement after giving at least 14 days prior written notice.

B25.9 Clause B34.1 will apply to cancellation of the Agreement under this clause.

B26 We May Remedy Your Failure To Meet Your Obligations

B26.1 If you fail to carry out any of your obligations in the Agreement we may do so on your behalf at your expense and risk.

B26.2 We may do this without giving you notice where the circumstances reasonably require such action. Otherwise, we will give you 7 days notice in writing of our intention to act.

- B26.3 All costs we incur in doing so, must be paid by you to us on demand or we may deduct them from moneys which we owe you.

B27 Public Statements, Issues and Advertising

B27.1

- a) Neither of us may directly or indirectly criticise the other publicly, without first fully discussing the matters of concern with the other.
- b) The discussion must be carried out in good faith and in a co-operative and constructive manner.
- c) Nothing in this clause prevents you from discussing any matters of concern with your people being your staff, subcontractors, agents or advisors.
- d) Nothing in this clause prevents you from discussing any matters of concern with our people being our staff, subcontractors, agents, advisers or persons to whom we are responsible
- e) If we are unable to resolve any differences then those differences may be referred by either of us to the Dispute Resolution process set out in clause B28.

B27.2 You may use our name or logo only with our prior written consent.

B27.3 The provisions of this clause B27 will remain in force after the Agreement ends.

B28 Dispute Resolution

B28.1 If either of us has any dispute with the other in connection with the Agreement, then:

- a) Both of us will use our best endeavours to settle the dispute or difference by agreement between us. Both of us must always act in good faith and co-operate with each other to resolve any disputes, and
- b) If the dispute or difference is not settled by agreement between us within 30 days, then, unless both of us agree otherwise:
 - i. full written particulars of the dispute must be promptly given to the other.
 - ii. The matter will be referred to mediation in accordance with the Health Sector Mediation and Arbitration Rules 1993 as amended or substituted from time to time. A copy of the Rules are available from the Ministry of Health.
- c) neither of us will initiate any litigation during the dispute resolution process outlined in paragraph b) above, unless proceedings are necessary for preserving the party's rights.
- d) both of us will continue to comply with all our obligations in the Agreement until the dispute is resolved but payments may be withheld to the extent that they are disputed.

B28.2 Clause B28.1 will not, however, apply to any dispute:

- a) concerning any renegotiation of any part of the Agreement,
- b) as to whether or not any person is an Eligible Person,
- c) directly or indirectly arising from any matter which has been referred to a Complaints Body unless the Complaints Body directs the matter to be resolved in accordance with clause B28.1.

B29 Variations to the Agreement

- B29.1 The Agreement may be varied by written agreement signed by both of us.
- B29.2 Where the Agreement is for a term exceeding 1 year, we both agree that the Agreement shall be reviewed annually.
- B29.3 Variation on requirement by Crown
- a) we may require you to vary the Agreement by written notice to you to comply with any requirement imposed on us by the Crown.
 - b) We will give you as much notice of the requirement and details of the proposed change as possible, to the extent that we are able to do so.
 - c) Both of us must Consult and decide to what extent if any the Agreement can be varied and continue on that basis.
 - d) If we cannot agree within 60 days, then either of us may cancel the Agreement after giving at least 30 days prior written notice.
 - e) You must continue to comply with your obligations under the existing Agreement until any variation of it takes effect.
- B29.4 The Agreement will be varied in the event of a disaster, local or national epidemic, emergency or war in accordance with our requirements but this clause is subject to clause B25.

B30 Our Liability

- B30.1 Except to the extent that we agree otherwise, we will not be liable to you for any claims, damages, penalties or losses (including costs) which you incur.

ENDING THE AGREEMENT**B31 Notice of Your Future Intentions**

- B31.1 Before the end of the Agreement you must give a minimum of 3 months notice if:
- a) you do not wish to enter into a new agreement with us when the Agreement ends; or
 - b) you wish to enter into a new agreement with us when the Agreement ends but on materially different terms.

This clause does not mean we must enter into a contract with you when the Agreement ends.

- B31.2 You must discuss with us your intentions before giving any notice under clause B31.1.
- B31.3 We must give you a minimum of 3 months notice if we do not intend to renew the Agreement, except where Management of Change Protocols may apply.

B32 Your Default and our Right to End the Agreement

- B32.1 We may end the Agreement immediately by written notice to you on the occurrence of any of the following events:
- a) We have good reason to believe you are unable or will soon become unable to carry out all your material obligations under the Agreement.
 - i. We must, however, consult with you before ending the Agreement for this reason.
 - ii. If we believe the health or safety of any person or Population Served is at risk we may suspend your provision of the Services while we consult.
 - b) You have failed to carry out any of your obligations in the Agreement; and
 - i. the failure is material; and
 - ii. it cannot be remedied
 - c) if:
 - i. you are or adjudged bankrupt; or
 - ii. you are more than one person, if any of you are adjudged bankrupt; or
 - iii. you are a company and you are placed in receivership or liquidation.
 - d) You have failed to carry out any of your obligations in the Agreement and the failure can be remedied by you but you fail to do so within 30 days of your receiving written notice of the default from us.
 - i. After 30 days from your receiving the notice, so long as the obligation still has not been met, we may instead of ending the Agreement;
 - ii. At any time vary or withdraw from coverage by this Agreement any of the Services in respect of which you have not met your obligation, either straight away or at any later date, and
 - iii. Cease payment for any of the services from the date of withdrawal.
 - iv. You have the same right and must follow the same procedure if we have not met any obligation and you wish to vary or withdraw any of the Services.
 - v. Any dispute regarding the withdrawal or variation of any of the Services under this paragraph d) must be resolved under clause B28.

B32.2 Nothing in clause B32.1 affects any other rights we may have against you in law of equity.

B33 Our Default and your Right to End the Agreement

- B33.1 If we default on any payments which we are not entitled by the Agreement to withhold and we fail to remedy the default within 20 days of your giving us written notice of the default you may do any one or more of the following:
- a) cancel the agreement,
 - b) seek specific performance of the Agreement,
 - c) seek damages from us,
 - d) seek penalty interest.

B34 Effect of Ending the Agreement

B34.1 Any cancellation of the Agreement will not affect:

- a) the rights or obligations of either of us which have arisen before the Agreement ends; or
- b) the operation of any clauses in the Agreement which are expressed or implied to have effect after it ends.

GENERAL**B35 Confidentiality**

B35.1

- a) except to the extent that these Standard Conditions provide otherwise, neither of us may disclose any Confidential Information to any other person.
- b) Both of us acknowledge that the Agreement, but not any Confidential Information, may be published publicly by us through any media including electronically via the Internet.

B35.2 Neither of us will disclose to any third party information which will identify any natural person (as defined in the Privacy Act 1993);

- a) without that person's informed consent; or
- b) unless authorised by statute, or by a Code of Practice under the Privacy Act 1993 covering Health Information held by Health Agencies.

B35.3. Clause B35.1 does not apply:

- a) to terms or information which are or become generally available to the public except as the result of a breach of clause B35.1; or
- b) to information which either party is required by law to supply to any person but only to the extent that the law required; or
- c) to terms or information disclosed to the professional advisers of either of us or to those involved in a Service User's clinical or care management where disclosure is reasonably necessary for the management; or
- d) to information which you are required by the Agreement to disclose or forward to any person.

B35.4 Nothing in clause B35.1 will prevent us from disclosing any terms or information in accordance with any Funding Agreement, or by direction or requirement from the Minister under the Act.

B35.5 Each of us will ensure all Confidential Information is kept secure and is subject to appropriate security and user authorisation procedures and audits.

B36 Governing Law

B36.1 The Agreement is governed by New Zealand law.

B37 Contracts (Privity) Act 1982

B37.1 No other third party may enforce any of the provisions in the Agreement.

B38 Waiver

B38.1 Any waiver by either of us must be in writing duly signed. Each waiver may be relied on for the specific purpose for which it is given.

B38.2 A failure of either one of us to exercise, or a delay by either one of us in exercising, any right given to it under the Agreement, does not mean that the right has been waived.

B39 Entire Agreement

B39.1 Each of us agree that the Agreement sets forth the entire agreement and understanding between both of us and supersedes all prior oral or written agreements or arrangements relating to its subject matter.

B40 Notices

B40.1 Any notice must be in writing and may be served personally or sent by security or registered mail or by facsimile transmission. All notices are to have endorsed on them the contract reference number given to the Agreement.

B40.2 Notices given:

- a) personally are served upon delivery;
- b) by post (other than airmail) are served three working days after posting;
- c) by airmail are served two days after posting;
- d) by facsimile are served upon receipt of the correct answer back or receipt code.

B40.3 A notice may be given by an authorised officer, employee or agent of the party giving the notice.

B40.4 The address and facsimile number for each of us shall be as specified in the Agreement or such other address or number as is from time to time notified in writing to the other party.

B41 Relationship of Both of Us

B41.1 Nothing in the Agreement constitutes a partnership or joint venture between both of us or makes you an employee, agent or trustee of ourselves.

B42 Signing the Agreement

B42.1

- a) You must satisfy us that the Agreement has been properly signed by you and is a valid and enforceable agreement before we have any obligations to you under the Agreement.
- b) We may however waive all or part of this provision with or without conditions by us.

B42.2 If the condition in clause B42.1 is not satisfied or waived by the Commencement Date or any later date we may avoid the Agreement by written notice to you.

B43 Partial Invalidity

B43.1

- a) If any provision in the Agreement is lawfully illegal, unenforceable or invalid, the determination will not affect the remainder of the Agreement which will remain in force.
- b) This clause does not affect any right of cancellation we may have in the Agreement.

GLOSSARY

B44 Definitions

B44.1 In the Agreement Terms given a meaning in the Glossary have that meaning where the context permits.

B44.2 In the Agreement

- a) "We", "us" and "our" means the District Health Board including its permitted consultants, subcontractors, agents, employees and assignees (as the context permits).
- b) "You" and "your" means the Provider named in this contract, including its permitted subcontractors, agents, employees and assignees (as the context permits).
- c) "Both of us", "each of us", "either of us" and "neither of us" refers to the parties.

B45 Interpretation

B45.1 In the Agreement

- a) A reference to a person includes any other entity or association recognised by law and the reverse;
- b) Words referring to the singular include the plural and the reverse;
- c) Any reference to any of the parties includes that parties' executors, administrators or permitted assigns, or if a company, its successors or permitted assigns or both;
- d) Everything expressed or implied in the Agreement which involves more than one person binds and benefits those people jointly and severally;
- e) Clause headings are for reference purposes only;
- f) A reference to a statute includes:
 - i. all regulations under that statute; and
 - ii. all amendments to that statute; and
 - iii. any statute substituting for it which incorporates any of its provisions.
- g) All periods of time or notice exclude the days on which they are given and include the days on which they expire;
- h) Working Days – anything required by the Agreement to be done on a day which is not a Working Day may be done on the next Working Day.

B46 Glossary Terms

<u>Expression</u>	<u>Meaning</u>
Act	The New Zealand Public Health & Disability Act 2000
Agreement	The agreement or arrangement between both of us for the provision of any Services and each schedule to that agreement or arrangement and these Standard Conditions of Contract
Audit	<p>Audit includes (without limitation) audit, inspection, evaluation or review of:</p> <ul style="list-style-type: none"> a) quality, b) service delivery c) performance requirements, d) organisational quality standards, e) information standards and, f) organisational reporting requirements, g) compliance with any of your obligations <p>in relation to the provision of the Services by you.</p>
Commencement Date	The date the Agreement comes into effect
Complaints Body	<p>Any organisation appointed:</p> <ul style="list-style-type: none"> a) under the Agreement; or b) by both of us by mutual agreement; or c) by a Health Professional Authority; or d) by law <p>to deal with complaints relating to the Services.</p>
Confidential Information	Any information disclosed either before or during the course of the Agreement, by us to you or vice versa that is agreed by both of us as being confidential and which may not be disclosed (subject to any law to the contrary) but excluding the terms of the Agreement.
Consult	<ul style="list-style-type: none"> a) Each of us must fully state our proposals and views to the other and carefully consider each response to them. b) Each of us must act in good faith and not predetermine any matter. c) Each of us must give the other adequate opportunity to consult any other interested party. <p>The obligation of either of us to Consult will be discharged if the other refuses or fails to Consult.</p>
Crown	The meaning given in the Act.

Eligible Person	<p>Any individual who:</p> <ul style="list-style-type: none"> a) is in need of the Services; and b) meets the essential eligibility criteria and other criteria, terms and conditions which, in accordance with any direction given under Section 32 of the Act or continued by Section 112(1) of the Act, or any other direction from the Minister, or the Funding Agreement, must be satisfied before that individual may receive any Services purchased by us. c) The Ministry of Health will determine if any individual is an Eligible Person if there is any dispute. <p>“Eligible People” has a corresponding meaning.</p>
End Date	The date the Agreement ends or is ended in accordance with the Agreement.
Funding Agreement	The relevant Crown funding agreement within the meaning of Section 10 of the Act, entered into by us.
Governmental Body	Includes any entity lawfully formed by, or in accordance with any direction of, the Crown or any Minister or officer of the Crown.
GST	Goods and Services Tax under the Goods and Services Tax Act 1985.
Health Professional Authority	Any authority or body that is empowered under and by virtue of any enactment of law, or the rules of any body or organisation, to exercise disciplinary powers in respect of any person who is involved in the supply of Health or Disability Services, or both.
Law	<p>Includes:</p> <ul style="list-style-type: none"> a) Any legislation, decree, judgement, order or by law; and b) Any rule, protocol, code of ethics or practice or conduct and other ethical or other standards guidelines and c) Requirements of any Health Professional Authority; and d) Any relevant standards of the New Zealand Standards Association; and e) Any future law.
Management of Change Protocols	Such protocols as may be agreed between us relating to the management of change.
Minister	The Minister of Health.
Ministry	The Ministry of Health (by whatever name known) and any other successor department of state and include the Minister of Health and the Director-General of Health and any of his her or their delegates.
Ministry of Health	Includes any of its legal successors.
DHB	The District Health Board

Our Objectives	<p>Include:</p> <ul style="list-style-type: none"> a) The objectives listed in Section 22 of the Act, and b) The objectives specified in our statement of intent (as defined in the Act). c) To meet the directions and requirements notified to us under the Act from time to time.
Person	Includes a corporation, incorporated society or other body corporate, firm, government authority, partnership, trust, joint venture, association, state or agency of a state, department of Ministry of Government and a body or other organisation, in each case whether or not having a separate legal identity.
Population Served	Means communities or targeted populations, including Eligible People, for whom Services are or may be provided.
Records	<p>Means without limitation:</p> <ul style="list-style-type: none"> a) All relevant written and electronically stored material; and b) Includes all relevant records and information held by you and your employees, subcontractors, agents and advisers.
Services	Health Services, or disability services or both as specified in the Agreement.
Service Users	Users of any of the Services.
Standard Conditions	These Standard Conditions of Contract.
Working Day	Any day on which Registered Banks are open for business in New Zealand, relative to your principal place of business.

C: PROVIDER QUALITY SPECIFICATIONS

INTRODUCTION

C1 Relationship Principles

C1.1 The following values will guide us in all our dealings with each other under the Agreement:

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

C2 Quality of Service

C2.1 These Provider Quality Specifications define the quality of service which consumers and populations served under the terms of this contract will receive. Provider quality requirements will in final form be described in three key levels.

- a) Health and Disability Sector Standards (H&DS Standards)
- b) Provider Quality Specifications (PQS)
- c) Service Specific Quality Specifications (SSQS)

C3 Health and Disability Sector Standards (H&Ds Standards)

C3.1 The Health and Disability Sector Standards (H&DS Standards) have been developed to replace several pieces of previous consumer safety legislation. Compliance with them will become mandatory when the Health and Disability Services (Safety) Bill is passed and fully implemented. At that stage compliance with the Standards will replace compliance with the regulations and statutes that apply to hospital in-patient and residential care services. As the standards are implemented the Provider Quality Specifications will be revised to those Standards, and to eliminate repetition.

C4 Provider Quality Specifications (PQS)

- C4.1 All providers are required to meet these Provider Quality Specifications (PQS). The PQS have been developed to ensure a common basis for quality among providers of similar services nationally. They focus on key processes and outcomes. The PQS apply to all services provided under the terms of this Contract.
- C4.2 These PQS include:
- a) specifications for all providers, (Sections C1 – C43 inclusive).
 - b) facility specifications only for providers who offer services to consumers within premises (C44 and C45).
- C4.3 The PQS may be supplemented in contracts by Service Specific Quality Specifications (SSQS) or by specific quality requirements in the Service Specification.

C5 Auditing and Reporting

- C5.1 We may, at any time, audit your service against an H&DS Standard (when implemented) or against a PQS or SSQS by asking you to demonstrate compliance with it. This is part of the Provider Quality Improvement Strategy, which may include regular, random and risk based auditing of services. The PQS and SSQS are not, at present, subject to regular reporting unless required elsewhere in the Agreement or as part of any specified Quality Improvement initiative. You are, however, invited to raise with us at any time any concerns you have about your ability to meet these PQS so corrective processes can be put in place. Please see also Clause C11, C12, C16, C17 and C18 of the Standard Conditions and the Schedule or Templates for Information Requirements

PROVIDER QUALITY SPECIFICATIONS**C6 PQS Apply to all Services**

- C6.1 You will operate all services covered in this Agreement according to these PQS. You will implement these requirements in a manner that is appropriate for your Organisation, taking into account:
- a) requirements of Government Māori Health Policy and Strategies
 - b) identified needs of consumers, carers and families,
 - c) service goals and objectives,
 - d) parameters of activities,
 - e) management of risks,
 - f) any good practice guidelines endorsed by us and by the Ministry of Health,
 - g) professional standards and codes relevant to your service.

C7 Written Policy, Procedures, Programme, Protocol, Guideline, Information, System or Plan

- C7.1 Where, to meet a H&DS Standard or an PQS or SSQS, you need to develop a written policy, procedure, programme, protocol, guideline, information, system or plan etc, you will:
- a) develop such a document,

- b) demonstrate systems for reviewing and updating all such documents regularly and as required by current performance or risks,
- c) demonstrate implementation, through documentation supported as requested through interviews with staff, consumers, and Māori,
- d) Demonstrate that staff are adequately informed of the content and the intent of these written documents,
- e) provide us with a copy on request.

C8 All Staff Informed

C8.1 You will ensure that:

- a) these PQS are attached to each and every service specification contracted by us and delivered by you,
- b) employees and sub-contractors are aware of your and their responsibilities for these PQS and relevant Service Specifications as they relate to services provided.

REQUIREMENTS FOR MĀORI

Requirements for Māori which reflect obligations contained in the Treaty of Waitangi, are specified here and elsewhere in this document.

C9 Services Meet Needs of Māori

C9.1 Your services will meet the diverse needs of Māori, and apply any strategy for Māori Health issued by the Minister.

C10 Māori Participation

C10.1 Māori participation will be integrated at all levels of strategic and service planning, development and implementation within your organisation at governance, management and service delivery levels.

This will include:

- a) consultation with, and involvement of, Māori¹ in your strategic, operational and service processes,
- b) development of a monitoring strategy in partnership with Māori that reviews and evaluates whether Māori needs are being met by your organisation, including:
 - i. removal of barriers to accessing your services;
 - ii. facilitation of the involvement of whanau and others;
 - iii. integration of Māori values and beliefs, and cultural practices;
 - iv. availability of Māori staff to reflect the consumer population
 - v. existence, knowledge and use of referral protocols with Māori service providers in your locality.

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

- c) Education and training of staff in Māori values and beliefs and cultural practices, and in the requirements of any Māori Health Strategy,
- d) Support and development of a Māori workforce

QUALITY MANAGEMENT

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

C11 Quality Plan

- C11.1 You will have a written, implemented and at least annually reviewed Quality Plan designed to improve outcomes for consumers. This plan may be integrated into your business plan. It will describe how you manage the risks associated with the provision of services. The plan will outline a clear quality strategy and will identify the organisational arrangements to implement it. The plan will be of a size and scope appropriate to the size of your service, and will at least include:
- a) an explicit quality philosophy,
 - b) clear quality objectives,
 - c) commitment to meeting these and any other relevant Quality Specification and Standards, and guidelines for good practice as appropriate,
 - d) quality improvement systems,
 - e) written and implemented systems for monitoring and auditing compliance with your contractual requirements,
 - f) designated organisational and staff responsibilities,
 - g) processes for and evidence of consumer input into services and into development of the Quality Plan,
 - h) processes for sound financial management,
 - i) how you will address Māori issues including recognition of
 - i. Māori participation with Strategic, Governance, Management and Service Delivery planning, implementation and review functions,
 - ii. Māori as a Government Health Gain priority area,
 - iii. The Pathways set out in any Māori Health Strategy issued by the Minister,
 - iv. Māori specific quality specifications,
 - v. Māori specific monitoring requirements,
 - vi. Māori service specific requirements.

C12 Employees Registration, Education and Training

- C12.1 Employees will be, where relevant, registered with the appropriate statutory body, and will hold a current statutory certificate.
- C12.2 Employees will have access to continuing education to support maintenance of professional registration and enhancement of service delivery/clinical practice, and to ensure practice is safe and reflects knowledge of recent developments in service delivery.

- C12.3 Your employment policies and practices will support professional career pathway development for Māori health workers; Māori service advisory positions; Māori change management positions, and the recruitment and retention of Māori employees at all levels of the organisation to reflect the consumer population.

C13 Training and Supervision of Assistants and Volunteers.

- C13.1 Assistants, volunteers and other relevant support employees will receive training to enable them to provide services safely, and will work only under the supervision and direction of appropriately qualified staff.

C14 Supervision of Trainees.

- C14.1 Trainees will be identified and will provide services only under the supervision and direction of appropriately qualified staff.

C15 Performance Management

- C15.1 You will have in place a system of performance management for all employees.

C16 Clinical Audit

- C16.1 You will have in place clinical audit/peer review processes that incorporate input from relevant health professionals from all services.

C17 Access

- C17.1 All eligible people will have fair, reasonable and timely access to effective services within the terms of this agreement. You will define and apply criteria for providing services, including any priority or eligibility criteria agreed between us. You will manage access to services within available resources and according to those criteria. You will maintain records of people who receive services and those who do not, and the criteria by which these decisions are made.

C18 Service Information

- C18.1 Potential and current consumers, and referrers, will have access to appropriately presented information in order for eligible people to access your services. This information may be in the form of a brochure and will include at least:

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

This information will be presented in a manner appropriate to the communication needs of

consumers and communities.

C19 Support for Māori

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

ACCEPTABILITY

C20 Consumer Rights

C20.1 Each consumer will receive services in a manner that complies with the Health and Disability Commissioner Act 1994, and with all aspects of the Health and Disability Commissioner (Code of Health and Disability Services Consumers' Rights) Regulations 1996 (H&DC Code). This will include provision for the:

- a) right to be treated with respect for person, privacy and culture,
- b) freedom from discrimination, coercion, harassment, and exploitation,
- c) right to dignity and independence,
- d) right to services of an appropriate standard including legal, professional, ethical,
- e) right to effective communication,
- f) right to be fully informed,
- g) right to make an informed choice and give informed consent,
- h) right to support person present,
- i) rights in respect of teaching or research,
- j) right to complain,

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

C21 Confidentiality

C21.1 You will disclose information about consumers to any third party only:

- a) with the person's informed consent or,
- b) in accordance with the Health Information Privacy Code,
- c) to assist in effective service provision and achieving positive outcomes for the consumer.

C22 Cultural Values

C22.1 You will deliver services in a culturally appropriate and competent manner, ensuring that the integrity of each consumer's culture is acknowledged and respected. You will take account of the particular needs within the community served in order that there are no barriers to access or communication, and that your services are safe for all people. You will include significant local or service specific ethnic and other cultural groups in assessing satisfaction with services.

- C22.2 You will incorporate Māori principles/tikanga into your organisation. These may be explained in the following ways:

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

C23 Consumer Advocates

- C23.1 You will inform consumers and staff, in a manner appropriate to their communication needs, of their right to have an advocate, including to support the resolution of any complaint. You will allow advocates reasonable access to facilities, consumers, employees and information to enable them to carry out their role as an advocate. You will know of and be able to facilitate access to a Māori advocate for consumers who require this service.

C24 Consumer/Family/Whanau and Referrer Input

- C24.1 You will regularly offer consumers/families/whanau and referrers the opportunity to provide feedback as a means of improving the outcomes for consumers. When you obtain feedback from consumers by means of written surveys, you will comply with the Ministry of Health Guidelines for Consumer Surveys. Consumer input will be reflected in the maintenance and improvement of quality of service, both for the individual consumer and across the service as a whole. You will actively seek feedback from Māori by appropriate methods to improve

organisation responsiveness to Māori. When requested you will make available to us the results of such surveys.

C25 Community Involvement

- C25.1 You will have in place and follow active processes for consulting with the local community in matters affecting them such as service location and building programmes.

C26 Complaints Procedure

- C26.1 You will enable consumers/families/whanau and other people to make complaints through a written and implemented procedure for the identification and management of Complaints. This procedure will meet the H&DC Code requirements and will also ensure that:
- a) the complaints procedure itself is made known to and easily understandable by consumers,
 - b) all parties have the right to be heard,
 - c) the person handling the complaint is impartial and acts fairly,
 - d) complaints are handled at the level appropriate to the complexity or gravity of the complaint,
 - e) any corrective action required following a complaint is undertaken,
 - f) it sets out the various complaints bodies to whom complaints may be made and the process for doing so. Consumers will further be advised of their right to direct their complaint to the H&D Commissioner and any other relevant complaints body, particularly in the event of non-resolution of a complaint,
 - g) complaints are handled sensitively with due consideration of cultural or other values,
 - h) Māori consumers and their whanau will have access to a Māori advocate to support them during the complaints process,
 - i) consumers who complain, or on whose behalf families/whanau complain, shall continue to receive services which meet all contractual requirements,
 - j) complaints are regularly monitored by the management of the service and trends identified in order to improve service delivery,
 - k) it is consistent with any complaints policy as we may notify from time to time.

C27 Personnel Identification

- C27.1 Employees, volunteers, students or sub-contractors undertaking or observing service delivery will identify themselves to all consumers and family/whanau.

C28 Ethical Review

- C28.1 If you conduct research and innovative procedures or treatments you will have written and implemented policies and procedures for seeking ethical review and advice from a Health and Disability Ethics Committee in accordance with the current "National Standard for Ethics Committees" (or any replacement publication). You will consult with and receive approval from Māori for any research or innovative procedures or treatments which will impact on Māori.

SAFETY AND EFFICIENCY**C29 General Safety Obligation**

- C29.1 You will protect consumers, visitors and staff from exposure to avoidable/preventable risk and harm.

C30 Risk Management

- C30.1 You will have in place well developed processes for:
- a) identifying key risks including risks to health and safety,
 - b) evaluating and prioritising those risks based on their severity, the effectiveness of any controls you have and the probability of occurrence,
 - c) dealing with those risks and where possible reducing them.

C31 Equipment Maintained

- C31.1 You will ensure that equipment used is safe and maintained to comply with safety and use standards.

C32 Infection Control/Environmental and Hygiene Management

- C32.1 You will safeguard consumers, staff and visitors from infection. You will have written, implemented and regularly reviewed environmental and hygiene management/infection control policies and procedures which minimise the likelihood of adverse health outcomes arising from infection for consumers, staff and visitors. These will meet any relevant profession-specific requirements and the requirements of the Standard Universal Precautions Guidelines. They will include definitions and will clearly outline the responsibilities of all employees, including immediate action, reporting, monitoring, corrective action, and staff training to meet these responsibilities.

C33 Security

- C33.1 You will safeguard consumers, employees and visitors from intrusion and associated risks. You will have written, implemented and reviewed policies and practices relating to security to ensure that buildings, equipment and drugs are secure.

C34 Management of Internal Emergencies and External Disasters

- C34.1 You will have written, implemented and reviewed contingency management policies and procedures that minimise the adverse impact of internal emergencies and external or environmental disasters on your consumer, staff and visitors. The policies and procedures will include the processes for working with the organisations who have responsibility for co-ordinating internal and external (environmental) disaster services. These policies and procedures will be linked to your risk management processes.

C35 Incident and Accident Management

- C35.1 You will safeguard consumers, staff and visitors from untoward risk arising from avoidable incidents, accidents and hazards. You will have written, implemented and reviewed incident, accident and hazard management policies and procedures which assist in managing safety

and risk. These will include definitions of incidents and accidents and will clearly outline the responsibilities of all employees, including:

- a) taking immediate action,
- b) reporting, monitoring and corrective action to minimise incidents, accidents and hazards, and improve safety,
- c) debriefing and staff support as necessary.

C36 Prevention of Abuse and/or Neglect

- C36.1 You will safeguard consumers, staff and visitors from abuse, including physical, mental, emotional, financial and sexual maltreatment or neglect. You will have written, implemented and reviewed policy and procedures on preventing, detecting and removing abuse and/or neglect. These will include definitions of abuse and neglect and will clearly outline the responsibilities of all staff who suspect actual or potential abuse, including immediate action, reporting, monitoring and corrective action. You will ensure that relevant employees are able to participate in family, inter-agency or court proceedings to address specific cases of abuse and neglect. These procedures will also include reference to the Complaints Procedure.

EFFECTIVENESS

C37 Entry to Service

- C37.1 You will manage consumer entry to your service in a timely, equitable and efficient manner, to meet assessed need.

C38 Plan of Care/Service Plan

- C38.1 You will develop for each consumer a written, up to date plan of care/service plan and/or record of treatment which:
- a) is based on assessment of his/her individual needs, including cultural needs,
 - b) includes consultation with the consumer, and,
 - c) where appropriate, and with the consent of the consumer, includes consultation with the consumer's family/whanau and/or caregivers,
 - d) contains detail appropriate to the impact of the service on the consumer,
 - e) facilitates the achievement of appropriate outcomes as defined with the consumer,
 - f) includes plans for discharge/transfer,
 - g) provides for referral to and co-ordination with other medical services and links with community, iwi, Māori and other services as necessary.

C39 Service Provision

- C39.1 You will deliver to consumers services that meet their individual assessed needs, reflect current good practice, and are co-ordinated to minimise potentially harmful breaks in provision.

C40 Planning Discharge from the Service or Transfer between Services

C40.1 You will collaborate with other services to ensure consumers access all necessary services. When a consumer is transferred or discharged from your services and accesses other appropriate services they will do so without avoidable delay or interruption. You will have written, implemented and reviewed policies and procedures for planning discharge/exit/transfer from your services. These will facilitate appropriate outcomes as defined with the consumer. The policies and procedures will include:

- a) defined employees' responsibilities for discharge planning,
- b) incorporating discharge planning into the consumer's plan of care/service plan, where appropriate from or before admission,
- c) full involvement of the consumer in planning discharge,
- d) involvement of family/whanau, including advising them of discharge, as appropriate,
- e) assessment and management of any risks associated with the discharge,
- f) informing the consumer on their condition, possible future course of this, any risks, emergency contacts, and how to access future treatment, care or support services,
- g) where appropriate involving the original referrer and the health professional having ongoing responsibility for the consumer in planning discharge and informing them of confirmed discharge arrangements,
- h) a process for monitoring that discharge planning does take place, which includes assessment of the effectiveness of the discharge planning programme.

C41 Where Services are Declined

C41.1 You will have written and implemented policies and procedures to manage the immediate safety of the consumer for whom entry to the service is declined and, where necessary the safety of their immediate family/whanau and the wider community. These include:

C41.2

- a) applying agreed criteria for providing services,
- b) ensuring all diagnostic steps have been taken to identify serious problems which may require your service,
- c) advising the consumer and/or their family/whanau of appropriate alternative services,
- d) where appropriate advising the family/whanau or other current services that you have declined service,
- e) recording that entry has been declined, giving reasons and other relevant information,
- f) having in place processes for providing this information to us.

C42 Death/Tangihanga

C42.1 You will have written and implemented policies and procedures to follow in the event of a death including:

- a) immediate action including first aid, calling appropriate emergency services,
- b) appropriate and culturally sensitive procedures for notification of next of kin,

- c) any necessary certification and documentation including notifying us or the Ministry of Health if required in the Service Specifications,
- d) appropriate and culturally competent arrangements, particularly to meet the special needs of Māori, are taken into account in the care of the deceased, until responsibility is accepted by the family or a duly authorised person.

C43 Health Education, Disease Prevention and Health Advice/Counselling

- C43.1 You will incorporate within your services, where appropriate, an emphasis on health education, disease prevention and health advice/counselling, and support the goals of The Ministry of Health Strategy "Strengthening Public Health Action" June 1997 or subsequent publications.

FACILITIES**C44 Accessible**

- C44.1 You will support consumers in accessing your services by the physical design of your facilities. You will make specific provision for consumers with a mobility, sensory or communication disability available and known to consumer. You will make services available to deaf people through the provision of interpreters and devices to assist communication.

C45 Facilities, Maintained

- C45.1 You will provide services from safe wel -designed, well-equipped, hygienic and well-maintained premises.

D: STANDARD INFORMATION SPECIFICATION

REPORTING REQUIREMENTS

D1 Information to be reported to the MoH

- D1.1 Unless stated otherwise in the Service Schedule, information to be provided to us is to be provided at three monthly intervals in accordance with the timetable below. Where the Agreement begins or ends part way through a quarter, the report will be for that part of the quarter which falls within the term of the Agreement.

Any delays will be notified to Performance Reporting (see below for details).

D2 Reporting Requirement Timetable

Quarters for Reporting	Due Date
1 January to 31 March	20 April
1 April to 30 June	20 July
1 July to 30 September	20 October
1 October to 31 December	20 January

D3 Forwarding your Completed Report

You shall forward your completed Performance Monitoring Returns to:

Performance Reporting
Sector Operations
Ministry of Health
Private Bag 1942
DUNEDIN 9054

Ph: 03-474 8040

Email: performance_reporting@health.govt.nz

PART 3: SERVICE SCHEDULES

3.01 INTRODUCTION

- 3.01.1** This Part 3 contains each of the Service Schedules listed in the Head Agreement (Agreement Summary).
- 3.01.2** Each of the Service Schedules in Part 3 form part of the Agreement between us as defined in the Head Agreement or in a subsequent Variation to the Head Agreement, as applicable.
- 3.01.3** Each Service Schedule contains the Service Specifications and Provider Specific Terms and Conditions associated with the Service.
- 3.01.4** The Service Specification described the service, and set up quality and information reporting requirements additional to those specified in Part 2 (the General Terms). Note that nationally standard service descriptions may contain details (particularly Purchase Units and Reporting Requirements) which do not apply to all contracts.
- 3.01.5** The Provider Specific Terms and Conditions detail those elements of the Agreement that are unique to you. This will include payment terms, the term of the Service Schedule, and any details which differ from Part 2 (the General Terms) and/or standard Service Specification/s (including detailed clarification of any parts of the nationally standard service description which do not apply to your contract, and a full list of relevant purchase units, volumes, prices and reporting requirements).

CONTENTS OF EACH SERVICE SCHEDULE WITHIN PART 3

3.02 Service Specifications

- 3.02.1** Standard national specifications (note this may not be physically contained in the contract but will be made available for Providers in electronic and hardcopy editions for distribution within their organisations).
- a) Additional specifications (if appropriate).
- 3.02.2** Provider Specific Terms and Conditions
- a) Introduction
 - b) Details of all Volumes and Prices which apply to this Service Schedule
 - c) Reporting Requirements
 - d) Payment Details
 - e) Detail of Changes to standard documents
 - i. Summary of changes to the General Terms (if any)
 - ii. Summary of additional service specifications (if any)
 - iii. Summary of changes from standard service specification (if any)

E: PROVIDER SPECIFIC TERMS AND CONDITIONS

INTRODUCTION

E1 Service Details

It is agreed that the following details apply to this Service Schedule.

Legal Entity Name	Manurewa Marae Trust Board 2008 Incorporated
Legal Entity Number	649756
Agreement Number	367877 / 00
Agreement Commencement Date	7 April 2021
Agreement End Date	18 May 2021

E2 Standard Documentation

It is agreed that the Service Schedule includes the standard documentation in Part 2 (the General Terms), and the standard service specifications included in this Service Schedule, as amended by any changes (if any) identified below.

It is agreed that the services will be paid for in accordance with the details given in the Payment Details below.

E3 Details of all Purchase Units which apply to this Service Schedule

Purchase Unit (PU ID)	Total Price excl. GST	GST Rate (%)	Payment Type
COV1901 Covid-19 Vaccination (Local Vaccination Centre) – Workforce Costs	9(2)(b)(ii)	15	CMS
COV1901 Covid-19 Vaccination (Local Vaccination Centre) – Facility Costs		15	CMS
COV1901 Covid-19 Vaccination (Local Vaccination Centre) – Contingency Fund		15	CMS
Total price for the Service Schedule			

PAYMENT DETAILS

E4 Price

The price we will pay for the Service you provide is specified above. Note that all prices are exclusive of GST.

E5 Invoicing

We will pay you on the dates set out in the Payment Schedule below for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- a) provider name (legal entity name)
- b) provider number (legal entity number)
- c) provider invoice number
- d) agreement number
- e) purchase unit number or a description of the service being provided
- f) date the invoice is due to be paid/date payment expected
- g) dollar amount to be paid
- h) period the service was provided
- i) volume if applicable
- j) GST rate
- k) GST number
- l) full name of funder

If we do not receive an invoice from you by the date specified in the payment schedule below, then we will pay you within 20 days after we receive the invoice.

E6 Invoicing Address

Send invoices to:

providerinvoices@health.govt.nz

or post to:

Provider Payments
Ministry of Health
Private Bag 1942
Dunedin 9054

E7 Payment Schedules

COV1901 Covid-19 Vaccination (Local Vaccination Centre) – Workforce Costs

COV1901 Covid-19 Vaccination (Local Vaccination Centre) – Contingency Fund

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
15 April 2021	07 April 2021	07 April 2021 – 11 April 2021
22 April 2021	12 April 2021	12 April 2021 – 18 April 2021
29 April 2021	19 April 2021	19 April 2021 – 25 April 2021
06 May 2021	26 April 2021	26 April 2021 – 02 May 2021
13 May 2021	03 May 2021	03 May 2021 – 09 May 2021
20 May 2021	10 May 2021	10 May 2021 – 16 May 2021
27 May 2021	17 May 2021	17 May 2021 – 18 May 2021

E8 Payment Schedules

COV1901 Covid-19 Vaccination (Local Vaccination Centre) – Facility Costs

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:	Amount (excl GST)
15 April 2021	07 April 2021	07 April 2021 – 11 April 2021	9(2)(b)(ii)
22 April 2021	12 April 2021	12 April 2021 – 18 April 2021	
29 April 2021	19 April 2021	19 April 2021 – 25 April 2021	
06 May 2021	26 April 2021	26 April 2021 – 02 May 2021	
13 May 2021	03 May 2021	03 May 2021 – 09 May 2021	
20 May 2021	10 May 2021	10 May 2021 – 16 May 2021	
27 May 2021	17 May 2021	17 May 2021 – 18 May 2021	
Total			

E9 Health Emergency Planning

- You must develop a Health Emergency Plan to ensure that your clients/patients and staff are provided for during a Health Emergency and ensure that this is reviewed periodically to maintain currency.
- The plan must identify your response to a worst case scenario pandemic event (40% of the population affected with 2% death rate).
- A copy of the plan shall be made available to the DHB on request and will be consistent with the DHB's pandemic and emergency plans (available from the DHB).
- When requested by the DHB you will be involved in processes to ensure that emergency responses are integrated, coordinated and exercised. The level of participation required will be reflective of the nature of the services you provide and the expected roles and services in an emergency situation.

E10 Children's Act 2014

According to section 15 of the Children's Act 2014², children's services cover the following:

- services provided to one or more children
- services to adults in respect of one or more children

NB At a future date, the scope of children's services can be expanded by regulations. Expansion may include services to adults which could significantly affect the well-being of children in that household.

E10.1 Child Protection Policy

If you provide children's services as per section 15 of the Children's Act 2014 you will adopt a child protection policy as soon as practicable and review the policy within three years from the date of its adoption or most recent review. Thereafter, you will review the policy at least every three years. In accordance with the requirements set out in section 19(a) and (b) of the Children's Act 2014, your child protection policy must apply to the provision of children's services (as defined in section 15 of the Act), must be written and must contain provisions on the identification and reporting of child abuse and neglect in accordance with section 15 of the Oranga Tamariki Act 1989.

E10.2 Worker Safety Checks

If you have workers that provide children's services, the safety check requirements under the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015 will need to be complied with.³

² <http://www.legislation.govt.nz/act/public/2014/0040/latest/DLM5501618.html>

³ <http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482241.html>

E10. ADDITIONAL PROVIDER SPECIFIC TERM AND CONDITIONS | MAAORI LOCAL COVID-19 VACCINATION CENTRE (SERVICE ESTABLISHMENT PHASE)

Both of us agree that the following Additional Provider Specific Terms and Conditions apply to this Agreement.

E10.1 Fees**Fees for Base Staffing**

E10.1.1 In consideration for providing the Services, the DHB agrees to pay the Provider on an hourly rate basis for staff actually deployed to deliver the Services. The hourly rates payable are set out in the table below.

Role	FTE volume (1 FTE = 40 hours per week spread over six day per week roster)	Week day rates (per hour excl GST)	Weekend/Public Holiday rates (per hour excl GST)
Kaumātua	1.2	9(2)(b)(ii)	
Clinical lead (senior nurse)	1.2		
Site lead	1.2		
Team leader	1.2		
Flow coordinator	1.2		
Registration and other admin	2.4		
Pre assessors and consent	2.4		
Authorised vaccinators	1.2		
Cold chain and vaccine preparation	2.4		
Hauora Coordinator	2.4		
Security/traffic day control shifts	6		

E10.1.2 If the Provider engages the full volume of staff specified in the Service Specification each week, the amount payable by the DHB will be as per the below table. The Provider must only invoice for hours actually delivered.

Week ending	Maximum Amounts Payable (excl. GST)
Sunday, 11 April 2021 (7 - 11 April 2021)	9(2)(b)(ii)
Sunday, 18 April 2021	
Sunday, 25 April 2021	
Sunday, 2 May 2021 (Including ANZAC Day)	
Sunday, 09 May 2021	
Sunday, 16 May 2021	
Sunday, 23 May 2021 (17 - 18 May 2021)	

Facility Fee

E10.1.3 The Provider is responsible for ensuring that the facility identified in the Service Specification is available for the Services for the duration of this Agreement. In consideration of this, the DHB agrees to pay the provider a facility fee of 9(2)(b)(ii) excl. GST per week for the duration of this Agreement. All costs associated with the use of the facility for the Services are deemed to be included within this facility fee.

Contingency Fund

- E10.1.4 Should the Provider require additional staff (of the FTE types set out in the Service Specification) to meet surges in demand for the Services, the Provider shall notify of the DHB (in writing) of the type and volume of additional staff required and the duration that the additional staff will be required. If the DHB approves the additional staffing request (in writing), the Provider may invoice for actual hours completed by the additional staff at the rates set out in E10.1.1 above.
- E10.1.5 The maximum contingency fund available per six week period is 9(2)(b)(ii) excl GST and will not be exceeded.

E10.2 Additional Payment Details

- E10.2.1 The fees allocated under the Agreement include the staff (as specified) plus all management, administration and supervisory personnel, labour, materials, equipment and anything else required to provide the Services. The Provider shall not apply any premium or seek to claim any additional costs or expenses in connection with or related to those prices for any special hours or days of work or for any other reason.
- E10.2.2 Each time the Provider submits an invoice pursuant to this Agreement it warrants that the fees claimed are in accordance with this Agreement including the COVID-19 Funding clause set out below.
- E10.2.3 The DHB will pay the Provider on the dates set out in the Payment Schedule provided the DHB has received a valid GST tax invoice from the Provider containing all of the information in clause E5 plus an accurate and complete invoice template (Invoice Template). The Invoice Template will be supplied by the DHB and will include a requirement for the Provider to provide the following information:
- (a) the name (or other unique identifier) for each staff member;
 - (b) the role performed by each staff member;
 - (c) the days worked by each staff member;
 - (d) the hours worked by each staff member on each date; and
 - (e) number of DHB staff filling 'roster gaps' during the billing period.
- E10.2.4 If requested by the DHB, the Provider will supply timesheets to support the Invoice Template and copies of any written DHB approvals given pursuant to clause E10.1.3.
- E10.2.5 The Provider is to send a copy of all invoices to: Lisa.Melissa@middlemore.co.nz at the same time they are sent to providerinvoices@health.govt.nz.
- E10.2.6 Failure by the DHB to dispute any invoice prior to payment will not prejudice the DHB's right to subsequently dispute the correctness of such invoice and adjust future payments accordingly.

E10.3 Covid-19 Funding

- E10.3.1 This Agreement includes funding which has been allocated specifically for the provision of services during the COVID-19 pandemic.
- E10.3.2 The Provider acknowledges that:
- (a) the Director-General of Health has notified the DHB that double funding of services, resources, activities and/or costs during the COVID-19 pandemic will not be tolerated and indicated that any such double funding should lead to suspension of a contract; and

- (b) the Provider must not be a party to any agreement or arrangement that results in the DHB or the government effectively having to pay more than once for the provision of the same services, resources, activities and/or costs (in part or in whole).

E10.3.3 The Provider warrants that the fees specified in this agreement are a fair and reasonable estimation of the additional costs required to meet the delivery of the Services and that no cost already recovered under another agreement or arrangement funded by the DHB or government is included (in part or in whole).

E10.3.4 The Provider agrees that that the DHB may undertake a review or financial audit at any time to ensure that the requirements of clause E10.3 are met, that is to ensure that double funding has not occurred and that the Provider has not been advantaged and recovered from this Agreement excessive funding. When determining whether double funding has occurred, the DHB will look at all government funding sources, including (without limitation) funding from the DHB, funding from other DHBs and non DHB funding (e.g. ACC funding and COVID-19 related government welfare and emergency funding).

E10.3.5 Should the DHB determine after a review or audit, that the Provider has been double funded or has recovered from this Agreement excessive funding, that excess may be recovered by the DHB as a debt due. Without limiting any other rights, the DHB may have, the DHB may also elect to suspend or terminate the Agreement with immediate effect.

E10.4 Withholding Payments

E10.4.1 Without prejudice to any other right or remedy provided in this Agreement or otherwise at law, we may withhold any payments or portions of payments, where the Provider has failed to:

- (a) deliver or complete the Services;
- (b) meet the performance measures and timelines specified in this Agreement;
- (c) submit the reports required under this Agreement;
- (d) submit satisfactory reports to us; or
- (e) exercise due professional care and diligence in the performance of the Provider's obligations under this Agreement.

E10.5 Clawback of Funds

E10.5.1 Without prejudice to any other right or remedy provided in this Agreement or otherwise at law, we may require the Provider to repay the funding paid to the Provider under this Agreement, or any portion of the funding that is reasonable in the circumstances, where the Provider has failed to:

- (a) deliver or complete the Services;
- (b) meet the required performance measures and timelines;
- (c) submit satisfactory reports in accordance with the reporting requirements set out in this Agreement; or
- (d) exercise all due professional care and diligence in the performance of the Provider obligations under this Agreement.

E10.5.2 Any amount to be repaid will be determined by us acting reasonably and following a discussion with the Provider regarding the circumstances that have led to us seeking repayment of funding.

E10.5.3 Any disputes regarding the application of this clause shall be dealt with in accordance with the Dispute Resolution provisions set out in clause B28 of Part 2 (Dispute Resolution).

E10.6 Termination

E10.6.1 In addition to the termination provisions contained elsewhere in this Agreement and without limiting any other provision contained in this Agreement, both of us agree that:

- (a) Both of us may agree to terminate this Agreement. Any such agreement must be in writing and signed by each of our authorised signatories.
- (b) We may terminate this Agreement at any time by giving four (4) weeks' notice to the Provider.

E10.7 Term, Rights of Renewal

E10.7.1 This Agreement will commence on **7 April 2021** and expire on **18 May 2021** (Initial Term) unless extended pursuant to clause E10.7.2 or terminated earlier in accordance with the termination provisions of the Agreement.

E10.7.2 The DHB may renew the term of the Agreement one (1) time for a period of up to six (6) weeks (Renewal Term) by giving written notice to the Provider at least two (2) weeks prior to the expiry of the Initial Term.

E10.7.3 The final expiry date of the Agreement is **29 June 2021** (Final Expiry Date).

E10.8 Renewal

Both of us agree that clause B31.3 of Part 2 does not apply to this Agreement.

E10.9 Privacy of Personal Information

E10.9.1 In this clause Personal Information has the meaning given to this term in the Privacy Act 2020 and Health Information has the meaning given to this term in the Health Information Privacy Code 2020.

E10.9.2 The Provider will collect, use, store and disclose Personal Information and Health Information related to the Agreement and Services in accordance with:

- (a) the Privacy Act 2020;
- (b) any Law that amends or overrides any of the Information Privacy Principles of the Privacy Act 2020 and that applies to Counties Manukau Health or the Provider;
- (c) any Code of Practice or Approved Information Sharing Agreement (as defined in the Privacy Act 2020) that amends or overrides any of the Information Privacy Principles of the Privacy Act 2020 and that applies to Counties Manukau Health or the Provider (e.g. Health Information Privacy Code 2020);
- (d) any guidelines issued by the Privacy Commissioner.

E10.9.3 Subject to clause E10.9.2, Counties Manukau Health and the Provider will record in the Service Specification, the details of any Personal Information and/or Health Information that will be shared between Counties Manukau Health and the Provider in connection with the Services, the purpose(s) for sharing and using the information and any agreement on the management (including security) of the information.

E10.9.4 Wherever a Provider supplies a privacy statement to clients in respect of the Services in accordance with Information Privacy Principle 3 of the Privacy Act 2020 or Rule 4 of the Health Information Privacy Code 2020, the Provider will implement any reasonable directions made by Counties Manukau Health about the content of the privacy statement, including about the purpose(s) of collection and the disclosure of information.

E10.9.5 Before making a direction under clause E10.9.4, Counties Manukau Health will consult with the Provider about the proposed content of the privacy statement, and consider any reasonable issues or concerns raised by the Provider.

E10.9.6 The Provider confirms that it has adequate security measures to safeguard Personal Information and Health Information from unauthorised access or use by third parties.

E10.9.7 Without limiting the Provider's obligation under Part 6 of the Privacy Act 2020, the Provider will notify Counties Manukau Health promptly, in writing, of any privacy breaches related to the Agreement that is likely to cause anyone serious harm. If requested by Counties Manukau Health, the Provider will submit a written report to Counties Manukau Health detailing how it plans to respond to the breach and/or steps taken to respond to the breach.

E10.9.8 The Provider will notify Counties Manukau Health promptly, in writing, if it receives a compliance notice from the Privacy Commissioner that relates to the Agreement or becomes subject to any investigation by the Privacy Commissioner that relates to the Agreement.

E10.10 Smoke-free Policy

E10.10.1 Subject to limited exceptions, the **Smoke-free Environments Act 1990** requires employers to take all reasonable steps to ensure that no person smokes at any time in a workplace. In addition to meeting the Provider's requirements under the Act, CMDHB expects the Provider to have a wider role in promoting health and wellbeing to support achievement of the New Zealand government's goal for a Smoke-free Aotearoa in 2025 by supporting service users and staff not to smoke. Therefore, in addition to complying with the requirements laid out in the Smoke-free Environments Act, from 1 July 2017 the Provider will adopt a **Smoke-free Policy**. At a minimum, the Provider Smoke-free Policy is to:

- (a) Be written;
- (b) Be aligned with CMDHB's Smokefree Policy;
- (c) Describe the Provider organisation's internal and external smoke-free environments;
- (d) Specify how the Provider will provide smoking cessation support and advice to staff;
- (e) Specify how the Provider will provide smoking cessation support and advice to service users; and
- (f) Describe the actions the Provider will take to ensure that the Policy is adhered to.

We encourage the Provider to identify a Smokefree Champion for the Provider organisation to ensure the Provider policy is robust and adhered to. A template policy and associated resources and support are available from smokefree@middlemore.co.nz

E10.11 Healthy Food and Drink Policy

E10.11.1 The DHB expects the Provider to have a role in promoting the health and wellbeing of the Provider service users, staff and visitors to the Provider service by supporting them to make healthy food and drink choices. From 1 July 2017, the Provider will adopt a **Healthy Food and Drink Policy** covering all food and drinks sold on sites, and provided to service users, staff and visitors under the Provider jurisdiction. At a minimum, the Provider Policy is to be written and reflect the principles of the National District Health Boards and Ministry of Health Healthy Food and Drink Policy, which aligns with the Ministry of Health's Eating and Activity Guidelines. A template policy can be found at:

<https://www.health.govt.nz/publication/healthy-food-and-drink-policy-organisations>.

E10.12 Coordination of staff provided by Whaanau Ora Community Clinic Limited

The Provider acknowledges that the DHB will be engaging Whaanau Ora Community Clinic Limited to provide staff to support delivery of the Services at the facility. This may include clinical and non-clinical staff. As the lead provider responsible for service delivery at the facility, the Provider will coordinate and direct activities of these staff (including rosters) and promptly report any issues or concerns to the DHB. The Provider is to develop and maintain a close working relationship with Whaanau Ora Community Clinic Limited for the duration of this Agreement.

F: SERVICE SPECIFICATION

MAAORI LOCAL COVID-19 VACCINATION CENTRE (SERVICE ESTABLISHMENT PHASE)

Background

On 10 March 2021, the Government announced its plan for the rollout of the COVID-19 vaccines. Key points from the plan are as follows:

- A targeted COVID-19 vaccine rollout over next 3-4 months will start to reach 2 million people in most at risk groups.
- The plan prioritises people most at risk of harm if they get the virus and those who live and work in places where they are most likely to pick up COVID-19.
- Those in South Auckland who're over 65 or who have underlying health issues to start being vaccinated from the end of March.
- Minimising risk of future outbreaks central to Government plan and prioritisation.

To support the above direction, the Metro Auckland DHBs (which includes the DHB) through its combined Northern Region Health Coordination Centre (NRHCC) structure will be establishing a vaccination model of delivery which includes the following:

- Super Vaccination Centres (SVCs) capable of delivering up to 1,000 vaccines per day with ten vaccinators on a single shift.
- Locality Vaccination Centres (LVCs) to vaccinate approximately 300 people per day in key community sites, with potential to scale up if required
- Pop up COVID-19 Vaccination sites.
- Aged Residential Care (ARC) outreach.
- Primary Care (PC), specifically General Practice, vaccination centres.

The Metro Auckland DHBs wish to engage local providers to provide the local vaccination centre (LVC) services. LVCs are intended to ensure an appropriate community focused approach to the DHB's COVID-19 vaccine delivery programme. It is anticipated that the LVCs will have capacity to provide approximately 300 COVID-19 vaccinations per day.

The DHB wishes to engage the Provider to provide a Maaori focused LVC service in the Counties Manukau District Health Board catchment area, recognising that it has specialised knowledge, experience and expertise in providing health services for Maaori living in the district. As an initial step towards this, the DHB wishes to engage the Provider to undertake certain service establishment activities and provide COVID-19 vaccination services on a limited, short term basis. Service provision during this service establishment phase will be used to inform future, on-going LVC service delivery, including funding and contracts for future LVC service delivery.

1. Definition

The DHB has agreed to fund, and the Provider has agreed to deliver, the Maaori LVC service establishment phase services described in this Service Specification (Services). The DHB has engaged the Provider to deliver the Services due to its specialised skills, experience and leadership in delivering targeted healthcare approaches for Maaori communities.

2. Service Objectives

Māori are a priority population and are at greater risk of serious health problems from COVID-19. In line with the Government's requirement that the COVID-19 vaccination rollout ensures equitable access and prioritises people most at risk of harm, the Services aim to ensure that the COVID-19 vaccine is accessible to Māori whānau and communities and support uptake of the COVID-19 vaccine within this priority population. This is critical to minimising the risk of ongoing spread, future outbreaks and harm to Māori communities.

3. Service Principles

The following key principles will underpin the Services delivered:

- Focus on meaningful choices and tailored support for Māori.
- Build Māori capacity and capability to effectively deliver vaccines to Māori whānau and communities.
- Support Māori-specific models of engagement, delivery and care.
- High level of coordination with the DHB and also ADHB (as the NRHCC's nominated COVID-19 Vaccination Lead).

4. Service Users

The Provider will only deliver COVID-19 vaccinations to Service Users in accordance with the Government's COVID-19 vaccination rollout plan, which is structured to ensure that people at greater risk are vaccinated first. As at the commencement date of this Agreement, the roll out plan can be summarised at a high level as follows:

Group 1 — Now onwards

Border and managed isolation and quarantine (MIQ) workers

This includes people working at the border or in MIQ, and the people they live with (household contacts).

Group 2 — from late March

High-risk frontline workers and people living in high-risk places

This includes People who:

- *are a high-risk frontline healthcare workers*
- *work in a long-term residential environment*
- *live in long-term residential care*
- *are an older Māori or Pacific person being cared for by whānau*
- *live in the Counties Manukau DHB area and are over 65, have an underlying health condition or disability, are pregnant, or are in a custodial setting.*

Group 3 — from May

People who are at risk of getting very sick from COVID-19

People who are:

- *aged over 65*
- *have a relevant underlying health condition*
- *disabled*
- *an adult in a custodial setting.*

Group 4 — from July

Everyone

Everyone aged 16 or over.

The rollout plan is described further at <https://covid19.govt.nz>.

The DHB will keep you informed of any changes to the roll out plan and associated rollout dates. You will work with the DHB to develop (and update as required) communications and booking systems that align with the Government's COVID-19 vaccination rollout plan.

The Provider shall have a specific focus on engaging Maaori Service Users, within the groups identified, living in Counties Manukau. This means that Services will be designed, promoted and delivered in a manner that best meets the needs of Maaori living in the Counties Manukau Health catchment area.

5. Access

The Provider will establish and operate a booking system to manage Service User access to the Services. The system must be structured to ensure that Service Users are recalled and booked for their second COVID-19 Vaccination within prescribed timeframes and integrate appropriately with booking systems managed by the NRHCC.

Should a mandatory booking system for COVID-19 vaccinations be introduced at a national level or by NRHCC, you will manage access to the Services utilising that booking system. The DHB will notify you if use of such a booking system is required.

While booking should be the predominant method for managing access to the Services, the Provider will ensure that it has some capacity to accommodate 'walk-ins', including group 'walk-ins'.

Service User preferences in terms of accessing the Services (bookings versus walk-ins) will be monitored during the service establishment phase and may inform future, on-going LVC service delivery.

6. Settings

You will deliver the Services from the following location:

Manurewa Marae, 81 Finlayson Avenue, Clendon Park, Manukau City 2102

The Provider will be responsible for ensuring that the facility is available for use for the Services and any costs associated with use of the facility for the Services, such costs are deemed to be included in the Agreement price.

7. Days and Hours of Operation

Unless otherwise agreed in writing with the DHB, the Provider will operate the COVID-19 vaccination centre for six (6) days per week between the hours of 0800 – 1600.

8. Service Components

Service Establishment Activities

The Provider will work with the DHB to establish a LVC service in accordance with the NRHCC Vaccination Programme Process for Setting up Vaccination Sites (draft dated 5 March 2021). In addition, the Provider will:

- Support the DHB with the physical/IT set up of the facility.
- Develop a site specific operating procedures (SOP) for delivery of LVC services at the site. The SOP must align with the policies, procedures and guidelines set out in the 'Quality Requirements' section below and be submitted to the DHB for NRHCC review/approval prior to the date of the dry run assessment of the LVC service at the site.
- Develop a site specific health and safety plan for the site (including, without limitation, a security plan and traffic management plan).
- Recruit, train and orientate staff for delivery of LVC services (this may include site visits to DHB managed SVCs or training sessions at these sites where appropriate). Staffing requirements are detailed below.
- Establish booking systems for delivery of LVC services.
- Develop a local engagement strategy (and related collateral). The strategy and collateral should be aligned with national communications issued by the Government and regional communications issued by the NRHCC.
- Identifying and establishing communication pathways with key NRHCC staff.
- Complete a 'dry run' of the LVC service at the site prior to commencement of COVID-19 vaccination delivery to the public.

The Provider will commence delivery of COVID-19 vaccinations on a date agreed, in writing, with the DHB and NRHCC.

NRHCC may conduct assurance activities at any time to ensure that the Quality Requirements set out below and the requirements of the site specific SOP are met.

Staffing

The Provider will engage the following staff to deliver COVID-19 vaccination services.

	FTE Volume (1 FTE = 40 hours per week spread over six day per week roster)	FTE Function
Kaumātua	1.2	<ul style="list-style-type: none"> • Lead, represent and advise on those aspects of service provision which relate to Te Ao Māori and Māori culture
Clinical lead (senior nurse)	1.2	<ul style="list-style-type: none"> • Manages clinical protocols & SOPs • Emergency and risk management • Receives MATOS monitoring alerts & coordinates immediate response • Oversees & supervises RNs allocation of roles • Oversees & supervises CHA & CIR Admin roles • Provides clinical support across vaccination process
Site lead	1.2	<ul style="list-style-type: none"> • Responsible for Operations & people management • Coordination & facilitation of site and staff

Team leader	1.2	• Supports site leads with roster management
Flow coordinator	1.2	• Flow coordination
Registration and other admin	2.4	<ul style="list-style-type: none"> • Look up scheduling information for every person that presents • Generate NHIs as require • Enter persons details into CIR • Re-schedules second dose in 21 days if required
Pre assessors and consent	2.4	• Check consent and ask preliminary health questions
Authorised vaccinators	1.2	• Administers vaccine in accordance with approved clinical policies, guidelines and procedures
Cold chain and vaccine preparation	2.4	<ul style="list-style-type: none"> • Cold chain management • Vaccine preparation and delivery to vaccinators
Hauora Coordinator	2.4	• Non-clinical roles to support clients with navigation to and through the LVC, and also support with connecting whānau to other support and care within their community
Security/traffic control day shifts	6	• Maintain site security and assist LVC leads as directed.
Total	22.8	

Staffing types and levels will be actively reviewed during the term of the Agreement (having regard to, amongst other things, Service User demand at the facility and the Provider's ability to recruit the required staff) and the results of this review will be used to inform future, on-going LVC service delivery, including funding and contracts for future LVC service delivery.

Volumes

It is expected that the above staffing levels will enable the Provider to administer approximately 300 COVID-19 vaccinations per day.

Service User volumes will be actively reviewed during the term of the Agreement (both in terms of Service User demand for the Services and Provider capacity to meet Service User volumes) and the results of this review will be used to inform future, on-going LVC service delivery, including funding and contracts for future LVC service delivery.

Vaccination Stock

The Provider shall administer the COVID-19 Vaccine as approved by the Government. Vaccine stock shall be supplied by Auckland DHB (as the NRHCC's nominated COVID-19 Vaccination Lead).

9. Community Testing

It is essential that COVID-19 Community Testing Centre capacity is not diminished as a result of the Services. The Provider will notify the DHB if it proposes to utilise staffing across both Services. The Provider will also notify the DHB promptly if it anticipates any issues with delivery of the COVID-19 Community Testing Centre Services as a result of providing the Services described in this Agreement.

10. Roles and Responsibilities

Without limiting any other requirements under this Agreement, the following table provides a high level overview of the roles and responsibilities of the Provider, the DHB and other key individuals, groups and organisations involved in the COVID-19 vaccine rollout.

Should the Provider have any queries directly related to the tasks, activities or services to be provided by ADHB (as NRHCC's nominated COVID-19 Vaccination Lead), it should contact:

Sharon McCook
General Manager – Maaori Health
Counties Manukau District Health Board
Email: Sharon.McCook@middlemore.co.nz

Should the Provider have any queries relating to the contract or payments, facility, or should it experience any difficulties in relation to activities provided by NRHCC, it should contact the DHB Contract Manager named in this Agreement (as may be replaced by the DHB from time to time).

Role/Responsibility	Provider	DHB	ADHB (as the NRHCC's nominated COVID-19 Vaccination Lead)	Other (e.g. Ministry of Health)
Contract Management and Administration	<p>Appointment of a Contract Manager to manage this Agreement.</p> <p>Provision of office admin, systems and procedures to ensure accurate invoices are submitted to the DHB.</p>	<p>Appointment of a Contract Manager to manage this Agreement.</p> <p>Provision of back office admin, systems and procedures to process valid invoices received in connection with this Agreement.</p>	Validation of invoices as required.	-
Clinical Governance, Policies, Procedures and Guidelines	<p>Development of site specific policies, procedures and guidelines that align with regional requirements (as provided by the NRHCC) and national requirements (as provided by the Ministry of Health/Government).</p> <p>Establishment and maintenance of a Clinical Governance Group to oversee clinical service delivery.</p>	Arrange access to shared repository where regional policies, procedures and guidelines are held.	<p>Development of regional policies, procedures and guidelines.</p> <p>Audit and review of the Provider's site specific policies, procedures and guidelines to ensure alignment with regional requirements.</p>	Development of national policies, procedures and guidelines.

Role/Responsibility	Provider	DHB	ADHB (as the NRHCC's nominated COVID-19 Vaccination Lead)	Other (e.g. Ministry of Health)
Vaccination Stock	Receipt, storage, management and administration of Government approved COVID-19 vaccine in accordance with clinical policies and procedures and guidelines applicable to this Agreement. Communicating stock requirements to NRHCC.	-	Supply of Government approved Vaccination stock (includes delivery to the facility).	Procurement of COVID-19 Vaccination stock.
Communications	Development of a local engagement strategy (and related collateral).	Review local engagement strategy (and related collateral) for alignment with regional and national communications.	Regional communications relating to the Government's COVID-19 Vaccination Rollout Plan.	National communications relating to the Government's COVID-19 Vaccination Rollout Plan.
Service User bookings	Establish and maintain booking system. If a local booking to ensure second dose. Integrated with regional systems. Work through own lists first (e.g. enrolled process)	-	Provide regional booking system (subject to introduction of mandatory national booking system or adoption of local systems).	-
Demand Management	Implement local engagement strategy and booking system in a manner that aims to see 300 COVID-19 vaccinations completed per day.	-	Assist with Service User demand management (e.g. redirection of Service Users to different COVID-19 Vaccination centres as demand peaks or is reduced in different areas of the Auckland Metro DHB catchment area).	Government's COVID-19 Vaccination Rollout Plan.
Non-Clinical Workforce to deliver LVC Services (including security and traffic management)	The Provider shall be responsible for all non-clinical staff engaged to deliver the Services (including recruitment of such staff) as outlined in 'Staffing' table above. The Provider shall direct and coordinate any clinical staff that may be	The DHB will engage Whaanau Ora Community Clinic to provide certain clinical and non-clinical staff to support delivery of the Services at the facility. A high level overview of the types of staff that the DHB	-	-

Role/Responsibility	Provider	DHB	ADHB (as the NRHCC's nominated COVID-19 Vaccination Lead)	Other (e.g. Ministry of Health)
	engaged separately by CMH to support delivery of the Services at the facility including (without limitation) clinical staff provided pursuant to arrangements between the DHB and Whaanau Ora Community Clinic Limited.	will engage through this arrangement is set out in Appendix 1.		
Clinical Workforce to deliver LVC Services	<p>The Provider shall be responsible for all clinical staff engaged to deliver the Services (including recruitment of such staff) as outlined in 'Staffing' table above.</p> <p>The Provider shall direct and coordinate any clinical staff that may be engaged separately by CMH to support delivery of the Services at the facility including (without limitation) clinical staff provided pursuant to arrangements between the DHB and Whaanau Ora Community Clinic Limited.</p>	The DHB will engage Whaanau Ora Community Clinic to provide certain clinical and non-clinical staff to support delivery of the Services at the facility. A high level overview of the types of staff that the DHB will engage through this arrangement is set out in Appendix 1.		
Facility Lease/licence (including utilities)	The Provider will manage all aspects of the facility and ensure that it is fit for use for the Services at all times.	-	-	-
Facility fit out (including IT infrastructure, equipment and software plus clinical and office equipment)	The Provider will work with ADHB to ensure that the facility fit out meets its service requirements.	-	Fit out of the facility (including IT infrastructure, equipment and NRHCC nominated software) plus clinical and office equipment.	-
Facility cleaning	The Provider is responsible ensuring that the facility is clean and tidy at all times. The Provider shall liaise with NRHCC to ensure that cleaning services are deployed appropriately to meet this requirement. Any issues regarding the cleaning services are to be promptly reported to	-	Engagement and funding of cleaning services.	-

Role/Responsibility	Provider	DHB	ADHB (as the NRHCC's nominated COVID-19 Vaccination Lead)	Other (e.g. Ministry of Health)
	NRHCC. Persistent issues shall be reported to the DHB.			
Waste Disposal (including medical waste disposal)	The Provider is responsible for waste disposal at the site. The Provider shall liaise with NRHCC to ensure that cleaning services are deployed appropriately to meet this requirement. Any issues regarding the cleaning services are to be promptly reported to NRHCC. Persistent issues shall be reported to the DHB.	-	Engagement and funding of waste disposal services.	-
Clinical supplies (including medical emergency supplies)	The Provider shall ensure that it communicates its requirements for clinical supplies (including medical emergency supplies) to the NRHCC promptly.	-	Procurement, supply and delivery of clinical supplies to the facility.	-
Office supplies	All office supplies are to be provided by the Provider.	-	-	-
Service User records	Ensure clinical records for each Service User interaction are maintained in accordance with all policies, procedures and guidelines applicable to this Agreement, clinically accepted standards; and requirements of the Privacy Act/Health Information Privacy Code 2020. Ensure that each COVID-19 vaccination administered is uploaded into the COVID-19 Vaccination Register (CIR).	-	Ensure regional availability of COVID-19 Vaccination Register (CIR)	Development of COVID-19 Vaccination Register (CIR)

All equipment and supplies supplied by the DHB in connection with this Agreement is owned by the DHB and shall be returned to the DHB on expiry or termination of this Agreement.

11. Coordination of staff provided by Whaanau Ora Community Clinic Limited

As set out in the roles and responsibilities table above, the DHB will be engaging Whaanau Ora Community Clinic Limited to provide staff to support delivery of the Services at the facility. This may include clinical and non-clinical staff. As the lead provider responsible for service delivery at the facility, the Provider will coordinate and direct activities of these staff (including rosters) and promptly report any issues or concerns to the DHB. The Provider is to develop and maintain a close working relationship with Whaanau Ora Community Clinic Limited for the duration of this Agreement.

12. Quality Requirements

The Provider shall deliver the Services in accordance with all COVID-19 Vaccine Policies, Procedures and Guidelines issued by the Ministry of Health and Northern Region Health Coordination Centre (NRHCC) (as updated or amended from time to time). This includes, but is not limited to:

- The Ministry of Health's Operating Guidelines for DHBs & Providers – COVID-19 Vaccine Immunisation Programme (v4.1 – Tier 1, dated 11 March 2021), as updated or amended by the Ministry of Health from time to time.
- The NRHCC COVID-19 Vaccination Programme Standard Operating Procedures (v4, dated 15 March 2021), as updated or amended by the DHB (through NRHCC) from time to time.
- The NRHCC Vaccination Programme Vaccination Centre – Generic Site Overview (draft v1, dated 9 March 2021), as updated or amended by the DHB (through NRHCC) from time to time.
- The NRHCC Vaccination Programme Process for Setting up Vaccination Sites (draft dated 5 March 2021).

The Provider will be given access to a central repository where all NRHCC Policies, Procedures and Guidelines are held. The Provider confirms that it has access to such central repository and will regularly check for updates to the Policies, Procedures and Guidelines.

13. Reporting Requirements**Vaccination Event Data**

Complete and accurate COVID-19 vaccination event data is to be uploaded into COVID-19 Immunisations Register (CIR) for each Service User.

Additional Reporting

In addition to recording COVID-19 vaccination event data, the Provider will provide the following reports to the DHB.

Reporting Unit	Reporting Frequency
Daily verbal/email update highlighting: <ul style="list-style-type: none"> • Volume of COVID-19 vaccinations completed • Highlights, issues, barriers, emerging risks/proposed mitigations. 	Daily (by phone/in person or email) at the end of each day.
Narrative report summarising feedback received through Service Users satisfaction surveys.	Fortnightly (due by email on last day of each fortnight).

Please send written reports by email to:

Sharon McCook
General Manager – Maaori Health
Counties Manukau District Health Board
Email: Sharon.McCook@middlemore.co.nz

14. Evaluation

The Provider will actively participate and cooperate in any evaluation/post implementation review of the Services that may be initiated by the DHB or NRHCC.

15. Future Service Provision

The Provider acknowledges that the Services provided during the term of this Agreement will be used to inform future, on-going LVC service delivery, including funding and contracts for future LVC service delivery. The DHB will be looking to ensure that the following criteria are met before any on-going LVC services are implemented.

1. Regular/predictable pattern of Service User demand is established.
2. Staffing requirements to meet Service User demand are established (staff type and volumes).
3. Clinical policies, procedures and guidelines are implemented in the manner required by NRHCC policies, procedures and guidelines.
4. Bookings systems and clinical records systems meet NRHCC's requirements (this includes ensuring that booking systems are sufficient to ensure that Service Users are recalled for their second vaccination within clinical guidelines, can accommodate bookings in advance as well as 'walk-ins').

The parties agree that no agreement relating to LVC service delivery beyond the Final Expiry Date of this Agreement will be final unless and until a formal written agreement has been signed by each of our authorised signatories.

Appendix 1: Overview of staff to be provided through arrangement between the DHB and Whaanau Ora Community Clinic.

The table below provides a high level overview of the staff that the DHB will engage through an arrangement with Whaanau Ora Community Clinic Limited to support delivery of the Services at the site. For completeness, the table also shows staffing funded under this Agreement.

	Manurewa Marae FTE (1 FTE = 40 hours per week spread over six day roster)	Whanau Ora Community Clinic (1 FTE = 40 hours per week spread over six day roster)	Combined six days FTE (1 FTE = 40 hours per week spread over six day roster)
Kaumātua	1.2	0	1.2
Clinical lead (senior nurse)	1.2	0	1.2
Site lead	1.2	0	1.2
Team leader	1.2	0	1.2
Flow coordinator	1.2	0	1.2
Registration and other admin	2.4	2.4	4.8
Pre assessors and consent	2.4	1.2	3.6
Authorised vaccinators	1.2	3.6	4.8
Cold chain and vaccine preparation	2.4	0	2.4
Post vaccination observer (RN)	0	1.2	1.2
Post vaccination observer (HCA)	0	1.2	1.2
Hauora Coordinator	2.4	2.4	4.8
Security/traffic control day shifts	6	0	6
Kaiako	0	1.2	1.2
Disability facilitator/advisor	0	0.5	0.5
Total	22.8	13.7	36.5

Variation to Agreement

between

Te Whatu Ora
Health New Zealand

Private Bag 93311
Otahuhu
Auckland 1640

Contact:

Samantha Gregory

and

**Manurewa Marae Trust Board
2008 Incorporated**

NZBN: 9429043092918

COVID-19 Local Vaccination Centre

PO Box 88161
Clendon
Auckland

Ph: 09-267 8768

Contact:

Natasha Kemp

CONTENTS OF THIS AGREEMENT

A:	SUMMARY	2
B:	PROVIDER SPECIFIC TERMS AND CONDITIONS	3

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A: SUMMARY

A1 Definitions

- a. "we", "us", "our" means Te Whatu Ora - Health New Zealand
- b. "you", "your" means Manurewa Marae Trust Board 2008 Incorporated
- c. "either of us" means either we or you
- d. "both of us" means both we and you

A2 The Agreement

In 2021 both of us entered into a Health and Disability Services Agreement (the Agreement). The Agreement commenced on 7 April 2021 and ended on 18 May 2021 and was numbered (649756 / 367877/00).

A3 Variation

This is the 08 variation to the Agreement and extends the Agreement term and changes the Agreement price. This variation to the Agreement begins on 01 July 2023 and ends on 30 September 2023.

A4 Section B

The attached Section B includes all of the adjustments to this Agreement as a result of this variation.

A5 Remainder of Agreement

The remaining terms and conditions of the Agreement are confirmed in all respects except for the variations as set out in this document.

A6 Signatures

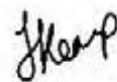
Please confirm your acceptance of the Agreement by signing where indicated below.

For Te Whatu Ora - Health New Zealand:

For Manurewa Marae Trust Board 2008 Incorporated:



(signature)



(signature)

Name Danny Wu

Name .Takutai Moana Natasha Kemp

Position Regional Wayfinder
Commissioning, Northern
Region

PositionCEO.....

Date 6 September 2023.....

Date11 Sep 2023.....

B: PROVIDER SPECIFIC TERMS AND CONDITIONS

B1 It is agreed that the following details apply to this Variation

Legal Entity Name	Manurewa Marae Trust Board 2008 Incorporated
Legal Entity Number	649756
Contract Number	367877 / 08
Variation Commencement Date	01 July 2023
Variation End Date	30 September 2023

B2 Details of all purchase units which apply to this Variation

Purchase Unit (PU ID)	Total Price excl. GST	GST Rate (%)	Payment Type
COV1901 COVID-19 Vaccination Services	9(2)(b)(ii)	15	CMS
Total price for the Service Schedule	9(2)(b)(ii)		

PAYMENT DETAILS

B3 Price

B3.1 The price we will pay for the Service you provide is specified above. Note that all prices are exclusive of GST.

B4 Invoicing

B4.1 We will pay you on the dates set out in the Payment Schedule below for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- a. provider name (legal entity name)
- b. provider number (legal entity number)
- c. provider invoice number
- d. contract number
- e. purchase unit number or a description of the service being provided
- f. date the invoice is due to be paid/date payment expected
- g. dollar amount to be paid
- h. period the service was provided
- i. volume, if applicable
- j. GST rate
- k. GST number
- l. full name of funder

If we do not receive an invoice from you by the date specified in the payment schedule below, then we will pay you within 20 days after we receive the invoice.

B5 Invoicing Address

Send invoices to:

providerinvoices@health.govt.nz

or post to:

Te Whatu Ora - Health New Zealand
Provider Payments
Private Bag 1942
Dunedin 9054

B6 Payment Schedule

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
21 August 2023	31 July 2023	July 2023
20 September 2023	31 August 2023	August 2023
20 October 2023	30 September 2023	September 2023

B7 Health Emergency Planning

- a You must develop a Health Emergency Plan to ensure that your clients/patients and staff are provided for during a Health Emergency and ensure that this is reviewed periodically to maintain currency.
- b The plan must identify your response to a worst-case scenario pandemic event (40% of the population affected with 2% death rate).
- c A copy of the plan shall be made available to the Te Whatu Ora - Health New Zealand on request and will be consistent with the Te Whatu Ora - Health New Zealand's pandemic and emergency plans (available from the Te Whatu Ora - Health New Zealand).
- d When requested by Te Whatu Ora - Health New Zealand you will be involved in processes to ensure that emergency responses are integrated, coordinated and exercised. The level of participation required will be reflective of the nature of the services you provide and the expected roles and services in an emergency situation.

B8 Children's Act 2014

According to section 15 of the Children's Act 2014¹, children's services cover the following:

- services provided to one or more children
- services to adults in respect of one or more children

NB At a future date, the scope of children's services can be expanded by regulations. Expansion may include services to adults which could significantly affect the well-being of children in that household.

B8.1 Child Protection Policy

If you provide children's services as per section 15 of the Children's Act 2014 you will adopt a child protection policy as soon as practicable and review the policy within three years from the date of its adoption or most recent review. Thereafter, you will review the policy at least every three years. In accordance with the requirements set out in section 19(a) and (b) of the Children's Act 2014, your child protection policy must apply to the provision of children's services (as defined in section 15 of the Act), must be written and must contain provisions on the identification and reporting of child abuse and neglect in accordance with section 15 of the Oranga Tamariki Act 1989.

¹ <http://www.legislation.govt.nz/act/public/2014/0040/latest/DLM5501618.html>

B8.2 Worker Safety Checks

If you have workers that provide children's services, the safety check requirements under the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015 will need to be complied with.²

B9 Geographical Area

This contract is limited to the geographical area that Counties Manukau DHB previously represented under the New Zealand Public Health and Disability Act 2000.

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² <http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482241.html>

B10 Purpose of this Variation

The purpose of this Variation is to:

- a. extend the term of the Agreement for a further three (3) months; and
- b. amend portions of the Additional Provider Specific Terms and Conditions contained in Schedule E of the Agreement.

B10.1 This Variation

The Parties agree that the Agreement is varied effective from 1 July 2023 as follows:

- a. All references to the Agreement End Date being "30 June 2023" are deleted and replaced with "30 September 2023". The maximum amount payable under this Variation is the amount stated in table B2 above.
- b. The Additional Provider Specific Terms and Conditions contained in previous variations continue to apply except for the following amendments:
 - i. Clause E10.1 1 which is amended to read:

"Service Components and Fees

E10.1.1 In consideration for providing the Services, Te Whatu Ora agrees to pay you on an hourly rate basis for staff actually deployed to deliver the Services. An Indicative Full Time Equivalent (FTE) volume of 12.90 FTE shall provide the Services for the term 1 July – 30 September 2023. The hourly rates payable are set out in the table below.

Role	Weekday	Weekend/public holiday (if not otherwise stated)	Public Holiday
Clinical Lead (senior RN)	9(2)(b)(ii)		
Site Lead			
Registration and other admin			
Authorised vaccinators (RN or Allied Health)			
Cold chain and vaccine preparation			
Hauora Coordinator			
Non-clinical vaccinators			
Registered Nurse			
Administrator			
Health Care Assistant			

In addition to the hourly rates for Indicative FTE set out above, Te Whatu Ora will pay non-FTE amount of 15% of the invoiced FTE cost. Non-FTE refers to costs for tents, security and other related costs the provider requires to deliver the service."

- ii. Clause E10.1.8 which is amended to read:

“Maximum Agreement Amount

E10.1.8 The maximum amount payable under this Agreement is 9(2)(b)(ii) excluding GST and will not be exceeded. The maximum amount payable is intended to cover FTE and non-FTE costs. That non-FTE amount is 15% of the invoiced FTE cost.”

- iii. Clause E10.7 which is amended to read:

“E10.7 Term, Rights of Renewal and Pivot to Business as Usual (BAU) Service

E10.7.1 The Agreement will expire on 30 September 2023 unless terminated earlier in accordance with the termination provisions of the Agreement. Te Whatu Ora does not undertake to provide any additional funding after the expiry date and you acknowledge that you have no expectation that Te Whatu Ora will do so. We both agree that clause B31.3 of Part 2 of the Agreement does not apply

E10.7.2 The Provider agrees to work with Te Aka Whai Ora and Te Whatu Ora to wind down and pivot the Services into Business as Usual (BAU) in the weeks leading up to the final end date of this Agreement (30 September 2023). The purpose of the activities shall be to ensure that the Service Users are aware of the Services that will be in place following 30 September 2023.”

The Parties further agree that if any of the Provider Specific Terms and Conditions or Service Specifications set out in the previous version of the Agreement include dates and/or pricing details, these dates and pricing details are updated in line with the variations indicated above effective from 1 July 2023.

Subject to the amendments indicated above, all other Agreement terms and conditions remain the same.

Agreement

between

Counties Manukau DHB

NZBN: 9429000097901

Private Bag 93311
Otahuhu
Auckland 1640

Ph: 09-276 0044

Contact:

Te Uira Maipi

and

Manurewa Marae Trust Board 2008 Incorporated

NZBN: 9429043092918

Tranche 2 - Maori COVID-19 Vaccination Readiness

PO Box 88161
Clendon
Auckland

Ph: 09-267 8768

Contact:

Natasha Kemp

CONTENTS OF THIS AGREEMENT

PART 1	HEAD AGREEMENT
Section A	Summary
PART 2	GENERAL TERMS
Section B	Standard Conditions of Contract (SCC)
Section C	Provider Quality Specifications (PQS)
Section D	Standard Information Specifications (SIS)
PART 3	SERVICE SCHEDULES
Section E	Provider Specific Terms and Conditions
Section F	Service Specification

A: SUMMARY

A1 Agreement to Purchase and Provide Services

- A1.1 We agree to purchase and you agree to provide services on the terms and conditions set out in the Agreement.
- A1.2 The Agreement means all documents included in Part 1 (this document, to be referred to as the Head Agreement), together with Parts 2 and 3 (the documents listed in the Agreement Summary below).
- A1.3 The Agreement sets out the entire agreement and understanding between us and supersedes all prior oral or written agreements or arrangements relating to its subject matter.

A2 Duration of the Agreement, and Components of the Agreement

- A2.1 Part 2 (the General Terms) will apply for the period specified in the Agreement Summary below, or until terminated in accordance with the Agreement, subject to any rights to review, extend, vary or terminate any of these documents in accordance with the terms of this Agreement.
- A2.2 Each Service Schedule will apply for the period specified in Part 3, and shown in the Agreement Summary below, subject to any rights to review, extend, vary or terminate any of these documents in accordance with the terms of this Agreement.
- A2.3 The Agreement will automatically terminate upon the expiry of all Service Schedules in Part 3. Notwithstanding any end date given in Part 2 (the General Terms) the terms and conditions of Part 2, including the right to terminate the Agreement or any part of the Agreement, Part 2 (the General Terms) will be deemed to continue as long as there is one or more active Service Schedule in Part 3.

A3 Relative Priorities of the Component Parts of the Agreement

- A3.1 In the event of any conflict between the terms of the Provider Specific Terms and Conditions within Part 3 (Service Schedules) and any other part of the Agreement, the terms of the Provider Specific Terms and Conditions within Part 3 (Service Schedules) will have priority.
- A3.2 In the event of any conflict between the terms of Part 2 (the General Terms) and Part 3 (the Service Schedules), the terms of the Service Schedules will have priority.

- | | |
|------|--|
| A3.3 | In the event of any conflict between the terms of Section B (the Standard Conditions of Agreement) and Section E (the Provider Type Terms and Conditions), the terms of Section E (the Provider Type Terms and Conditions) will have priority. |
|------|--|

A4 Enforceability of the Agreement, and its Component Parts

- A4.1 If any provision in any of the documents listed in the Agreement Summary below is lawfully held to be illegal, unenforceable or invalid, the determination will not affect the remainder of the relevant document or the Agreement, which will remain in force.

- A4.2 If an entire document listed in the Agreement Summary below is lawfully held to be illegal, unenforceable or invalid, the determination will not affect any other documents listed in the summary or the Agreement, which will remain in force.
- A4.3 If any provision in any of the documents or an entire document listed in the Agreement Summary below is held to be illegal, unenforceable or invalid, then we agree to take such steps or make such modifications to the provision or document as are necessary to ensure that it is made legal, enforceable or valid. This is in addition to and not in substitution of our rights to give notice of the terms and conditions on which we will make payments to you pursuant to section 88 of the New Zealand Public Health and Disability Act 2000 or otherwise.
- A4.4 The above provisions with respect to illegality, unenforceability or invalidity are not to affect any rights validly to terminate any of the documents in the above schedule or the Agreement as a whole in accordance with the terms of the Agreement or otherwise.
- A5 Agreement Summary**
- A5.1 This section lists all documents included in The Agreement. The Agreement comes into effect from the commencement date identified in Part 1 below. This summary will be updated, by an agreement variation, whenever there is a change to this list.

A6 Part 1 – The Head Agreement

Document	Commencement Date
This document	1 October 2021

A7 Part 2 – The General Terms

Document	Document Version No.	Commencement Date	End Date, if specified
Conditions of Agreement	1.0	1 October 2021	30 November 2021
Provider Quality Specifications	1.0	1 October 2021	30 November 2021
Standard Information Specifications	1.0	1 October 2021	30 November 2021
Provider Type Terms and Conditions	1.0	1 October 2021	30 November 2021


A8 Part 3 - The Service Schedules

Service Schedule(s)	Reference/ Version No.	Commencement Date	End date
MAOR1901 COVID-19 Maori health support	1.0	1 October 2021	30 November 2021

A9 Signatures

Please confirm your acceptance of the Agreement by signing where indicated below.

For Counties Manukau DHB:

For Manurewa Marae Trust Board 2008
Incorporated:

(signature)

Name Margaret White

Position Chief Financial Officer

Date 3 November 2021



(signature)

Name TAKUTAI NGANA NATASHA KEMP

Position CEO

Date 11/11/2021

PART 2: GENERAL TERMS

2. 01 This Part 2 contains all of the parts of the Head Contract, as listed in the Contract Agreement (Agreement Summary).
2. 02 Each of the documents in Part 2 (the Head Contract) form part of the Agreement between us, as defined in the Contract Agreement or in a subsequent Variation to the Contract Agreement, as applicable.
2. 03 Section B -the Standard Conditions of Contract set out the conditions on which our relationship with all our providers is based.
2. 04 Section C -the Provider Quality Specification (PQS) sets out the minimum quality of service required of all our providers. Where appropriate, the PQS also requires providers to meet the Health and Disability Sector Standards. The PQS applies to all Services provided under the Agreement. More detailed and service specific quality requirements are included in the Service Schedules.
2. 05 Section D -the Standard Information Specifications (SIS) sets out information management principles required of all our providers. The SIS applies to all Services provided under the Agreement. More detailed and service specific information requirements are included in the Service Schedules.

B: STANDARD CONDITIONS OF CONTRACT

INTRODUCTION

B1 Standard Conditions

- B1.1 Any Agreement you enter into with us will be deemed to include the following Standard Conditions.
- B1.2 If however any other terms in the Agreement directly conflict with these Standard Conditions, the other terms will have priority.
- B1.3 There is a glossary at the back of these Standard Conditions setting out definitions, interpretations and terms used.

B2 Treaty of Waitangi and Māori Health Statement

- B2.1 The Treaty of Waitangi establishes the unique and special relationship between iwi, Māori and the Crown. As a Crown entity the District Health Board considers the Treaty of Waitangi principles of partnership, proactive protection of Māori health interests, co-operation and utmost good faith, to be implicit conditions of the nature in which the internal organisation of the District Health Board responds to Māori Health issues.

B3 Relationship Principles

- B3.1 The following values will guide us in all our dealings with each other under the Agreement:
- a) Integrity – we will act towards each other honestly and in good faith.
 - b) Good communication – we will listen, talk and engage with each other openly and promptly including clear and timely written communication.
 - c) Enablement – we will seek to enable each other to meet our respective objectives and commitments to achieve positive outcomes for communities and consumers of health and disability services.
 - d) Trust and co-operation – we will work in a co-operative and constructive manner recognising each other's viewpoints and respecting each other's differences.
 - e) Accountability – we will each recognise the accountabilities that each of us have to our respective and mutual clients and stakeholders.
 - f) Innovation – we will encourage new approaches and creative solutions to achieve positive outcomes for communities and consumers of health and disability services.
 - g) Quality improvement – we will work co-operatively with each other to achieve quality health and disability services with positive outcomes for consumers.

MĀORI HEALTH**B4 Māori Health Priority**

Both of us will abide by the Māori Health statement set out in clause B2 of these Standard Conditions.

- B4.1** You agree that Māori Health is a specifically identified health gain priority area. You must therefore establish and implement a Māori Health policy that reflects that fact. In developing this policy, and without limitation, you must take into account our strategic direction for Māori health in terms of minimum requirements for Māori health based on the Treaty of Waitangi, Crown objectives for Māori health and specific requirements negotiated from time to time with us.
- B4.2** You must specify how you intend to implement this policy. In particular, you will identify those services you will deliver as explicit contributions to Māori health gain priorities, how these services will be measured to ascertain what benefit is evident and other additional opportunities that may exist for furthering Māori health gain.
- B4.3** On commencement of the Agreement, you must develop your Māori health policy and operational plans after consultation with us, subject to agreement between both of us to our respective responsibilities for ensuring that the plans are adequately resourced within the current levels of funding.

SERVICE PROVISION**B5 Provision of Services**

- B5.1** You must provide the Services and conduct your practice or business:
- a) in a prompt, efficient, professional and ethical manner, and
 - b) in accordance with all relevant published Strategies issued under the Act; and
 - c) in accordance with Our obligations, and
 - d) in accordance with all relevant Law; and
 - e) from the Commencement Date and then without interruption until the Agreement ends or is ended in accordance with the Agreement.
- B5.2** Nothing in the Agreement gives you an exclusive right to provide the Services.

B6 Payments

- B6.1**
- a) we will pay you in accordance with the terms of the Agreement.
 - b) We will pay you default interest on any payments due to you under the Agreement and in arrears for more than 14 days.
 - c) You must first have given us an invoice completed in the format required and we must have received it 14 working days before it is due.
 - d) "Default interest" means interest at the base rate of our bankers calculated from the due date for payment to the date of actual payment, plus the rate of 2 per cent per annum.

- e) This clause does not apply to payments due to you in respect of which we have exercised our right of set off (see clause B6.2).

B6.2 We may set off any amounts which you owe us against any payments due by us to you.

B6.3 We may withhold any further payments or portions of payments, where you:

- a) have failed to meet any reporting requirements under the agreement,
- b) are found to be in breach at the end of an Audit
- c) or your sub-contractors do not allow us access under clause "B15.2".

B6.4 In that case payments may be withheld from the date of non-compliance until such time compliance occurs.

B7 Cost and Volume Shifting

B7.1 You must not:

- a) act in such a way that increases cost to another provider,
- b) be party to any arrangement which results in our effectively having to pay more than once for the supply of the same Services or any component of them,
- c) act in such a way that shifts volumes relating to Services being provided separately by you where such volumes have been specifically related to that Service.

B8 Responsibility for Others

B8.1 You will be responsible for all acts and omissions of your employees, agents and subcontractors even if they are done without your knowledge or approval.

B9 Other Arrangements

B9.1 You must not enter into any other contract or arrangement which might prejudice your ability to meet your obligations in the Agreement

B9.2 You may (subject to your obligations in the Agreement), agree to provide Services for any other person.

B10 Subcontracting

B10.1 You may not subcontract any of the Services or part of them without our prior written consent which may not be unreasonably withheld.

B10.2 If we give consent you must comply with any reasonable conditions we impose as part of the consent.

B11 Transfer of your Rights and Obligations

B11.1 You must not transfer any part of your rights or obligations under the Agreement without our prior written consent.

QUALITY ASSURANCE**B12 Quality of Services**

B12.1 You must comply with the quality requirements set out in the Agreement.

B13 Information and Reports

B13.1 You must comply with the information requirements set out in the Agreement.

B13.2 You must keep and preserve Records and protect the security of them and make them available to us in accordance with our reasonable instructions.

B13.3 You must take all due care to ensure that in the event of your ceasing to provide the Services, the Records are properly preserved and transferred to us.

B13.4 You must keep proper business records and promptly complete a balance sheet, statement of income and expenditure and cashflows in accordance with accepted accountancy principles at the end of each financial year.

B13.5 We may use any information concerning you:

- a) for our own purposes; and
- b) for any purposes required by any Minister of the Crown or any Governmental Body.

B13.6 You must report to us in accordance with our reasonable instructions.

B13.7 We may reasonably require you to send reports direct to any Minister of the Crown or any Governmental Body within a time reasonably fixed by us.

B14 Appointment of Auditors

B14.1 We may appoint people to Audit, on our behalf, in relation to any of the matters contained in the Agreement.

B14.2 We will give you prior written notice of the names of the people we have appointed.

B14.3 Both of us must agree to the people we have appointed. You may not refuse where any or all of those people are suitably qualified and have no demonstrable conflict of interest, but your refusal may be based on some other good reason.

B14.4 Those people may take copies of any parts of the Records.

B15 Access for Audit

B15.1 You and your sub-contractors must co-operate with us fully and allow us, or our authorised agents, access to:

- a) your premises,
- b) all premises where your Records are kept,
- c) Service Users and their families,
- d) staff, sub-contractors or other personnel used by you in providing the Services,

For the purposes of and during the course of carrying out any Audit.

B15.2 We will ensure that our exercise of access under this clause B15 will not unreasonably disrupt the provision of the Services to Service Users.

B15.3 Notice of Audit

- a) we will give you prior notice of any Audit as agreed in any Audit protocols.
- b) If we believe that delay will unnecessarily prejudice the interests of any person, we may give you notice of our intention to carry out an Audit within 24 hours.

B15.4 Times for Audit

- a) Subject to Clause B15.3b an Audit may be carried out at any time during working hours and at any other reasonable times.
- b) You must ensure that the people appointed by us to carry out the Audit have access, during the hours they are entitled to Audit.

B16 Audit Process

B16.1 Subject to clause B23, in carrying out any Audit we may;

- a) Access confidential information about any Service User; and
- b) Observe the provision or delivery of the Services; and
- c) Interview or follow up Service Users and/or their families; and
- d) Interview or follow up any staff, sub-contractors or other personnel used by you in providing the Services.

B17 Financial Audit

B17.1 Despite the other provisions in this section B12.1 (Quality Assurance) we may not inspect your accounting system or record of your costs of providing the Services.

- a) We may, however, appoint as set out in the Agreement, an independent auditor to Audit;
 - i. The correctness of the information you give us; and
 - ii. Your calculations of the cost of supplying the Services; and
 - iii. Your financial position.
- b) The auditor:
 - i. Must not disclose specific details of your financial position to us; but
 - ii. May advise us if he or she considers your financial position may prejudice your ability to carry out your obligations under the Agreement.

B17.2 We retain the right to Audit under this Section B12.1 (Quality Assurance) after the Agreement ends but only to the extent that it is relevant to the period during which the Agreement exists.

B18 Insurance

- B18.1 You must immediately take out adequate comprehensive insurance throughout the term of the agreement covering your practice or business.
- B18.2 You must make sure that all the insurance cover always remains in force for the term of the Agreement or so long thereafter as required for the purposes of the Agreement.

B19 Indemnity

- B19.1 You must indemnify us against all claims, damages, penalties or losses (including costs) which we incur as the result of:
- a) Your failing to comply with your obligations in the Agreement; or
 - b) Any act or omission by you or any person for whom you are responsible.

B20 Complaints

- B20.1 You must comply with any standards for the Health sector relating to complaints
- B20.2 If there is no such standard applicable to you, then you must implement a complaints procedure in accordance with the terms of the Agreement.

B21 Complaints Body

- B21.1 You must at all reasonable times co-operate with any Complaints Body and comply with its reasonable requirements.
- B21.2 We will advise a Complaints Body of any complaints we receive about you if we believe it is appropriate to do so.
- B21.3 We will give you reasonable assistance when we can in respect of any complaints made to the Privacy Commissioner which involve both of us.

B22 Warranties

- B22.1 You warrant to us that:
- a) All material information given to us by you or on your behalf is correct; and
 - b) You are not aware of anything which might prevent you from carrying out your obligations under the Agreement.
- B22.2
- a) The above warranties will be deemed to be repeated on a daily basis from the date of the Agreement and,
 - b) You must advise us immediately if at any time either of the warranties is untrue.

B23 Limitation of our Rights

B23.1 Our rights and the rights of others to:

- a) Access confidential information about any Service User; and
- b) Observe the provisions or delivery of the Services; and
- c) Interview or follow up Service Users and/or their families,

Must be either authorised by statute or by a code of practice under the Privacy Act 1993 covering health information held by health agencies or by the informed consent of each Service User concerned. The consents will normally be in writing.

DEALING WITH PROBLEMS**B24 Notification of Problems**

B24.1 You must advise us promptly in writing:

- a) Of any:
 - i. changes,
 - ii. problems,
 - iii. significant risks,
 - iv. significant issues,

which materially reduce or affect your ability to provide the Services, or are most likely to do so, including those relating to:

- v. any premises used by you,
 - vi. any equipment you are using,
 - vii. your key personnel; or
- b) if you materially fail to comply with any of your obligations in the Agreement; or
- c) of any serious complaints or disputes which directly or indirectly relate to the provision of the Services; or
- d) of any issues concerning the Services that might have high media or public interest.

B24.2 We must discuss with each other possible ways of remedying the matters notified. Our discussion or attempted discussions will not however limit any of our rights under the Agreement.

B24.3 You must have in place realistic and reasonable risk management processes and contingency plans to enable you to continue to provide the Services on the occurrence of any of the matters in this clause B24.

B25 Uncontrollable Events**B25.1**

- a) For the purposes of this Clause B25 an "uncontrollable event" is an event which is beyond the reasonable control of us ("the person claiming"), or an event as set out in Clause B29.4.
- b) An uncontrollable event does not include:
 - i. any risks or event which the person claiming could have prevented or overcome by taking reasonable care including having in place a realistic and reasonable risk management process; or
 - ii. a lack of funds for any reason.

B25.2 The person claiming will not be in default under the terms of the Agreement if the default is caused by an uncontrollable event.

B25.3 The person claiming must:

- a) promptly give written notice to the other specifying:
 - i. the cause and extent of that person's inability to perform any of the person's obligations; and
 - ii. the likely duration of the non-performance;
- b) in the meantime take all reasonable steps to remedy or reduce the uncontrollable event.

B25.4 Neither of us is obliged to settle any strike, lock out or other industrial disturbance.

B25.5 Performance of any obligation affected by an uncontrollable event must be resumed as soon as reasonably possible after the uncontrollable event ends or its impact is reduced.

B25.6 If you are unable to provide the Services as the result of an uncontrollable event we may make alternative arrangements suitable to us for the supply of the Services during the period that you are unable to supply them after we consult with you.

B25.7 If either of us is unable to perform an obligation under the Agreement for 90 days because of an uncontrollable event, both of us must first Consult and decide to what extent if any the Agreement can be varied and to continue.

B25.8 If we cannot agree that the Agreement may continue, then either of us may cancel the Agreement after giving at least 14 days prior written notice.

B25.9 Clause B34.1 will apply to cancellation of the Agreement under this clause.

B26 We May Remedy Your Failure To Meet Your Obligations

B26.1 If you fail to carry out any of your obligations in the Agreement we may do so on your behalf at your expense and risk.

B26.2 We may do this without giving you notice where the circumstances reasonably require such action. Otherwise, we will give you 7 days notice in writing of our intention to act.

B26.3 All costs we incur in doing so, must be paid by you to us on demand or we may deduct them from moneys which we owe you.

B27 Public Statements, Issues and Advertising

B27.1

- a) Neither of us may directly or indirectly criticise the other publicly, without first fully discussing the matters of concern with the other.
- b) The discussion must be carried out in good faith and in a co-operative and constructive manner.
- c) Nothing in this clause prevents you from discussing any matters of concern with your people being your staff, subcontractors, agents or advisors.
- d) Nothing in this clause prevents you from discussing any matters of concern with our people being our staff, subcontractors, agents, advisers or persons to whom we are responsible.
- e) If we are unable to resolve any differences then those differences may be referred by either of us to the Dispute Resolution process set out in clause B28.

B27.2 You may use our name or logo only with our prior written consent.

B27.3 The provisions of this clause B27 will remain in force after the Agreement ends.

B28 Dispute Resolution

B28.1 If either of us has any dispute with the other in connection with the Agreement, then:

- a) Both of us will use our best endeavours to settle the dispute or difference by agreement between us. Both of us must always act in good faith and co-operate with each other to resolve any disputes, and
- b) If the dispute or difference is not settled by agreement between us within 30 days, then, unless both of us agree otherwise:
 - i. full written particulars of the dispute must be promptly given to the other,
 - ii. The matter will be referred to mediation in accordance with the Health Sector Mediation and Arbitration Rules 1993 as amended or substituted from time to time. A copy of the Rules are available from the Ministry of Health.
- c) neither of us will initiate any litigation during the dispute resolution process outlined in paragraph b) above, unless proceedings are necessary for preserving the party's rights.
- d) both of us will continue to comply with all our obligations in the Agreement until the dispute is resolved but payments may be withheld to the extent that they are disputed.

B28.2 Clause B28.1 will not, however, apply to any dispute:

- a) concerning any renegotiation of any part of the Agreement,
- b) as to whether or not any person is an Eligible Person,
- c) directly or indirectly arising from any matter which has been referred to a Complaints Body unless the Complaints Body directs the matter to be resolved in accordance with clause B28.1.

B29 Variations to the Agreement

- B29.1 The Agreement may be varied by written agreement signed by both of us.
- B29.2 Where the Agreement is for a term exceeding 1 year, we both agree that the Agreement shall be reviewed annually.
- B29.3 Variation on requirement by Crown
- a) we may require you to vary the Agreement by written notice to you to comply with any requirement imposed on us by the Crown.
 - b) We will give you as much notice of the requirement and details of the proposed change as possible, to the extent that we are able to do so.
 - c) Both of us must Consult and decide to what extent if any the Agreement can be varied and continue on that basis.
 - d) If we cannot agree within 60 days, then either of us may cancel the Agreement after giving at least 30 days prior written notice.
 - e) You must continue to comply with your obligations under the existing Agreement until any variation of it takes effect.
- B29.4 The Agreement will be varied in the event of a disaster, local or national epidemic, emergency or war in accordance with our requirements but this clause is subject to clause B25.

B30 Our Liability

- B30.1 Except to the extent that we agree otherwise, we will not be liable to you for any claims, damages, penalties or losses (including costs) which you incur.

ENDING THE AGREEMENT**B31 Notice of Your Future Intentions**

- B31.1 Before the end of the Agreement you must give a minimum of 3 months notice if:
- a) you do not wish to enter into a new agreement with us when the Agreement ends; or
 - b) you wish to enter into a new agreement with us when the Agreement ends but on materially different terms.

This clause does not mean we must enter into a contract with you when the Agreement ends.

- B31.2 You must discuss with us your intentions before giving any notice under clause B31.1.
- B31.3 We must give you a minimum of 3 months notice if we do not intend to renew the Agreement, except where Management of Change Protocols may apply.

B32 Your Default and our Right to End the Agreement

B32.1 We may end the Agreement immediately by written notice to you on the occurrence of any of the following events:

- a) We have good reason to believe you are unable or will soon become unable to carry out all your material obligations under the Agreement.
 - i. We must, however, consult with you before ending the Agreement for this reason.
 - ii. If we believe the health or safety of any person or Population Served is at risk we may suspend your provision of the Services while we consult.
- b) You have failed to carry out any of your obligations in the Agreement; and
 - i. the failure is material; and
 - ii. it cannot be remedied
- c) if:
 - i. you are or adjudged bankrupt; or
 - ii. you are more than one person, if any of you are adjudged bankrupt; or
 - iii. you are a company and you are placed in receivership or liquidation.
- d) You have failed to carry out any of your obligations in the Agreement and the failure can be remedied by you but you fail to do so within 30 days of your receiving written notice of the default from us.
 - i. After 30 days from your receiving the notice, so long as the obligation still has not been met, we may instead of ending the Agreement;
 - ii. At any time vary or withdraw from coverage by this Agreement any of the Services in respect of which you have not met your obligation, either straight away or at any later date, and
 - iii. Cease payment for any of the services from the date of withdrawal.
 - iv. You have the same right and must follow the same procedure if we have not met any obligation and you wish to vary or withdraw any of the Services.
 - v. Any dispute regarding the withdrawal or variation of any of the Services under this paragraph d) must be resolved under clause B28.

B32.2 Nothing in clause B32.1 affects any other rights we may have against you in law or equity.

B33 Our Default and your Right to End the Agreement

B33.1 If we default on any payments which we are not entitled by the Agreement to withhold and we fail to remedy the default within 20 days of your giving us written notice of the default you may do any one or more of the following:

- a) cancel the agreement,
- b) seek specific performance of the Agreement,
- c) seek damages from us,
- d) seek penalty interest.

B34 Effect of Ending the Agreement

B34.1 Any cancellation of the Agreement will not affect:

- a) the rights or obligations of either of us which have arisen before the Agreement ends; or
- b) the operation of any clauses in the Agreement which are expressed or implied to have effect after it ends.

GENERAL**B35 Confidentiality**

B35.1

- a) except to the extent that these Standard Conditions provide otherwise, neither of us may disclose any Confidential Information to any other person.
- b) Both of us acknowledge that the Agreement, but not any Confidential Information, may be published publicly by us through any media including electronically via the Internet.

B35.2 Neither of us will disclose to any third party information which will identify any natural person (as defined in the Privacy Act 1993);

- a) without that person's informed consent; or
- b) unless authorised by statute, or by a Code of Practice under the Privacy Act 1993 covering Health Information held by Health Agencies.

B35.3. Clause B35.1 does not apply:

- a) to terms or information which are or become generally available to the public except as the result of a breach of clause B35.1; or
- b) to information which either party is required by law to supply to any person but only to the extent that the law required; or
- c) to terms or information disclosed to the professional advisers of either of us or to those involved in a Service User's clinical or care management where disclosure is reasonably necessary for the management; or
- d) to information which you are required by the Agreement to disclose or forward to any person.

B35.4 Nothing in clause B35.1 will prevent us from disclosing any terms or information in accordance with any Funding Agreement, or by direction or requirement from the Minister under the Act.

B35.5 Each of us will ensure all Confidential Information is kept secure and is subject to appropriate security and user authorisation procedures and audits.

B36 Governing Law

B36.1 The Agreement is governed by New Zealand law.

B37 Contracts (Privity) Act 1982

B37.1 No other third party may enforce any of the provisions in the Agreement.

B38 Waiver

B38.1 Any waiver by either of us must be in writing duly signed. Each waiver may be relied on for the specific purpose for which it is given.

B38.2 A failure of either one of us to exercise, or a delay by either one of us in exercising, any right given to it under the Agreement, does not mean that the right has been waived.

B39 Entire Agreement

B39.1 Each of us agree that the Agreement sets forth the entire agreement and understanding between both of us and supersedes all prior oral or written agreements or arrangements relating to its subject matter.

B40 Notices

B40.1 Any notice must be in writing and may be served personally or sent by security or registered mail or by facsimile transmission. All notices are to have endorsed on them the contract reference number given to the Agreement.

B40.2 Notices given:

- a) personally are served upon delivery;
- b) by post (other than airmail) are served three working days after posting;
- c) by airmail are served two days after posting;
- d) by facsimile are served upon receipt of the correct answer back or receipt code.

B40.3 A notice may be given by an authorised officer, employee or agent of the party giving the notice.

B40.4 The address and facsimile number for each of us shall be as specified in the Agreement or such other address or number as is from time to time notified in writing to the other party.

B41 Relationship of Both of Us

B41.1 Nothing in the Agreement constitutes a partnership or joint venture between both of us or makes you an employee, agent or trustee of ourselves.

B42 Signing the Agreement

B42.1

- a) You must satisfy us that the Agreement has been properly signed by you and is a valid and enforceable agreement before we have any obligations to you under the Agreement.
- b) We may however waive all or part of this provision with or without conditions by us.

B42.2 If the condition in clause B42.1 is not satisfied or waived by the Commencement Date or any later date we may avoid the Agreement by written notice to you.

B43 Partial Invalidity

B43.1

- a) If any provision in the Agreement is lawfully illegal, unenforceable or invalid, the determination will not affect the remainder of the Agreement which will remain in force.
- b) This clause does not affect any right of cancellation we may have in the Agreement.

GLOSSARY

B44 Definitions

B44.1 In the Agreement Terms given a meaning in the Glossary have that meaning where the context permits.

B44.2 In the Agreement

- a) "We", "us" and "our" means the District Health Board including its permitted consultants, subcontractors, agents, employees and assignees (as the context permits).
- b) "You" and "your" means the Provider named in this contract, including its permitted subcontractors, agents, employees and assignees (as the context permits).
- c) "Both of us", "each of us", "either of us" and "neither of us" refers to the parties.

B45 Interpretation

B45.1 In the Agreement

- a) A reference to a person includes any other entity or association recognised by law and the reverse;
- b) Words referring to the singular include the plural and the reverse;
- c) Any reference to any of the parties includes that parties' executors, administrators or permitted assigns, or if a company, its successors or permitted assigns or both;
- d) Everything expressed or implied in the Agreement which involves more than one person binds and benefits those people jointly and severally;
- e) Clause headings are for reference purposes only;
- f) A reference to a statute includes:
 - i. all regulations under that statute; and
 - ii. all amendments to that statute; and
 - iii. any statute substituting for it which incorporates any of its provisions.
- g) All periods of time or notice exclude the days on which they are given and include the days on which they expire;
- h) Working Days – anything required by the Agreement to be done on a day which is not a Working Day may be done on the next Working Day.

B46 Glossary Terms

<u>Expression</u>	<u>Meaning</u>
Act	The New Zealand Public Health & Disability Act 2000
Agreement	The agreement or arrangement between both of us for the provision of any Services and each schedule to that agreement or arrangement and these Standard Conditions of Contract
Audit	<p>Audit includes (without limitation) audit, inspection, evaluation or review of:</p> <ul style="list-style-type: none"> a) quality, b) service delivery c) performance requirements, d) organisational quality standards, e) information standards and, f) organisational reporting requirements, g) compliance with any of your obligations <p>in relation to the provision of the Services by you.</p>
Commencement Date	The date the Agreement comes into effect
Complaints Body	<p>Any organisation appointed:</p> <ul style="list-style-type: none"> a) under the Agreement; or b) by both of us by mutual agreement; or c) by a Health Professional Authority; or d) by law <p>to deal with complaints relating to the Services.</p>
Confidential Information	Any information disclosed either before or during the course of the Agreement, by us to you or vice versa that is agreed by both of us as being confidential and which may not be disclosed (subject to any law to the contrary) but excluding the terms of the Agreement.
Consult	<ul style="list-style-type: none"> a) Each of us must fully state our proposals and views to the other and carefully consider each response to them. b) Each of us must act in good faith and not predetermine any matter. c) Each of us must give the other adequate opportunity to consult any other interested party. <p>The obligation of either of us to Consult will be discharged if the other refuses or fails to Consult.</p>
Crown	The meaning given in the Act.

Eligible Person	<p>Any individual who:</p> <ul style="list-style-type: none"> a) is in need of the Services; and b) meets the essential eligibility criteria and other criteria, terms and conditions which, in accordance with any direction given under Section 32 of the Act or continued by Section 112(1) of the Act, or any other direction from the Minister, or the Funding Agreement, must be satisfied before that individual may receive any Services purchased by us. c) The Ministry of Health will determine if any individual is an Eligible Person if there is any dispute. <p>"Eligible People" has a corresponding meaning.</p>
End Date	The date the Agreement ends or is ended in accordance with the Agreement.
Funding Agreement	The relevant Crown funding agreement within the meaning of Section 10 of the Act, entered into by us.
Governmental Body	Includes any entity lawfully formed by, or in accordance with any direction of, the Crown or any Minister or officer of the Crown.
GST	Goods and Services Tax under the Goods and Services Tax Act 1985.
Health Professional Authority	Any authority or body that is empowered under and by virtue of any enactment of law, or the rules of any body or organisation, to exercise disciplinary powers in respect of any person who is involved in the supply of Health or Disability Services, or both.
Law	<p>Includes:</p> <ul style="list-style-type: none"> a) Any legislation, decree, judgement, order or by law; and b) Any rule, protocol, code of ethics or practice or conduct and other ethical or other standards, guidelines and c) Requirements of any Health Professional Authority; and d) Any relevant standards of the New Zealand Standards Association; and e) Any future law.
Management of Change Protocols	Such protocols as may be agreed between us relating to the management of change.
Minister	The Minister of Health.
Ministry	The Ministry of Health (by whatever name known) and any other successor department of state and include the Minister of Health and the Director-General of Health and any of his her or their delegates.
Ministry of Health	Includes any of its legal successors.
DHB	The District Health Board

Our Objectives	<p>Include:</p> <ul style="list-style-type: none"> a) The objectives listed in Section 22 of the Act, and b) The objectives specified in our statement of intent (as defined in the Act). c) To meet the directions and requirements notified to us under the Act from time to time.
Person	Includes a corporation, incorporated society or other body corporate, firm, government authority, partnership, trust, joint venture, association, state or agency of a state, department of Ministry of Government and a body or other organisation, in each case whether or not having a separate legal identity.
Population Served	Means communities or targeted populations, including Eligible People, for whom Services are or may be provided.
Records	<p>Means without limitation:</p> <ul style="list-style-type: none"> a) All relevant written and electronically stored material; and b) Includes all relevant records and information held by you and your employees, subcontractors, agents and advisers.
Services	Health Services, or disability services or both as specified in the Agreement.
Service Users	Users of any of the Services.
Standard Conditions	These Standard Conditions of Contract.
Working Day	Any day on which Registered Banks are open for business in New Zealand, relative to your principal place of business.

C: PROVIDER QUALITY SPECIFICATIONS

INTRODUCTION

C1 Relationship Principles

C1.1 The following values will guide us in all our dealings with each other under the Agreement:

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

C2 Quality of Service

C2.1 These Provider Quality Specifications define the quality of service which consumers and populations served under the terms of this contract will receive. Provider quality requirements will in final form be described in three key levels.

- a) Health and Disability Sector Standards (H&DS Standards)
- b) Provider Quality Specifications (PQS)
- c) Service Specific Quality Specifications (SSQS)

C3 Health and Disability Sector Standards (H&Ds Standards)

C3.1 The Health and Disability Sector Standards (H&DS Standards) have been developed to replace several pieces of previous consumer safety legislation. Compliance with them will become mandatory when the Health and Disability Services (Safety) Bill is passed and fully implemented. At that stage compliance with the Standards will replace compliance with the regulations and statutes that apply to hospital in-patient and residential care services. As the standards are implemented the Provider Quality Specifications will be revised to those Standards, and to eliminate repetition.

C4 Provider Quality Specifications (PQS)

- C4.1 All providers are required to meet these Provider Quality Specifications (PQS). The PQS have been developed to ensure a common basis for quality among providers of similar services nationally. They focus on key processes and outcomes. The PQS apply to all services provided under the terms of this Contract.
- C4.2 These PQS include:
- a) specifications for all providers, (Sections C1 – C43 inclusive).
 - b) facility specifications only for providers who offer services to consumers within premises (C44 and C45).
- C4.3 The PQS may be supplemented in contracts by Service Specific Quality Specifications (SSQS) or by specific quality requirements in the Service Specification.

C5 Auditing and Reporting

- C5.1 We may, at any time, audit your service against an H&DS Standard (when implemented) or against a PQS or SSQS by asking you to demonstrate compliance with it. This is part of the Provider Quality Improvement Strategy, which may include regular, random and risk based auditing of services. The PQS and SSQS are not, at present, subject to regular reporting unless required elsewhere in the Agreement or as part of any specified Quality Improvement initiative. You are, however, invited to raise with us at any time any concerns you have about your ability to meet these PQS so corrective processes can be put in place. Please see also Clause C11, C12, C16, C17 and C18 of the Standard Conditions and the Schedule or Templates for Information Requirements.

PROVIDER QUALITY SPECIFICATIONS**C6 PQS Apply to all Services**

- C6.1 You will operate all services covered in this Agreement according to these PQS. You will implement these requirements in a manner that is appropriate for your Organisation, taking into account:
- a) requirements of Government Māori Health Policy and Strategies,
 - b) identified needs of consumers, carers and families,
 - c) service goals and objectives,
 - d) parameters of activities,
 - e) management of risks,
 - f) any good practice guidelines endorsed by us and by the Ministry of Health,
 - g) professional standards and codes relevant to your service.

C7 Written Policy, Procedures, Programme, Protocol, Guideline, Information, System or Plan

- C7.1 Where, to meet a H&DS Standard or an PQS or SSQS, you need to develop a written policy, procedure, programme, protocol, guideline, information, system or plan etc, you will:
- a) develop such a document,

- b) demonstrate systems for reviewing and updating all such documents regularly and as required by current performance or risks,
- c) demonstrate implementation, through documentation supported as requested through interviews with staff, consumers, and Māori,
- d) Demonstrate that staff are adequately informed of the content and the intent of these written documents,
- e) provide us with a copy on request.

C8 All Staff Informed

C8.1 You will ensure that:

- a) these PQS are attached to each and every service specification contracted by us and delivered by you,
- b) employees and sub-contractors are aware of your and their responsibilities for these PQS and relevant Service Specifications as they relate to services provided.

REQUIREMENTS FOR MĀORI

Requirements for Māori, which reflect obligations contained in the Treaty of Waitangi, are specified here and elsewhere in this document.

C9 Services Meet Needs of Māori

C9.1 Your services will meet the diverse needs of Māori, and apply any strategy for Māori Health issued by the Minister.

C10 Māori Participation

C10.1 Māori participation will be integrated at all levels of strategic and service planning, development and implementation within your organisation at governance, management and service delivery levels.

This will include:

- a) consultation with, and involvement of, Māori ¹ in your strategic, operational and service processes,
- b) development of a monitoring strategy in partnership with Māori that reviews and evaluates whether Māori needs are being met by your organisation, including:
 - i. removal of barriers to accessing your services;
 - ii. facilitation of the involvement of whanau and others;
 - iii. integration of Māori values and beliefs, and cultural practices;
 - iv. availability of Māori staff to reflect the consumer population
 - v. existence, knowledge and use of referral protocols with Māori service providers in your locality.

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

- c) Education and training of staff in Māori values and beliefs and cultural practices, and in the requirements of any Māori Health Strategy,
- d) Support and development of a Māori workforce

QUALITY MANAGEMENT

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

C11 Quality Plan

C11.1 You will have a written, implemented and at least annually reviewed Quality Plan designed to improve outcomes for consumers. This plan may be integrated into your business plan. It will describe how you manage the risks associated with the provision of services. The plan will outline a clear quality strategy and will identify the organisational arrangements to implement it. The plan will be of a size and scope appropriate to the size of your service, and will at least include:

- a) an explicit quality philosophy,
- b) clear quality objectives,
- c) commitment to meeting these and any other relevant Quality Specification and Standards, and guidelines for good practice as appropriate,
- d) quality improvement systems,
- e) written and implemented systems for monitoring and auditing compliance with your contractual requirements,
- f) designated organisational and staff responsibilities,
- g) processes for and evidence of consumer input into services and into development of the Quality Plan,
- h) processes for sound financial management,
- i) how you will address Māori issues including recognition of:
 - i. Māori participation with Strategic, Governance, Management and Service Delivery planning, implementation and review functions,
 - ii. Māori as a Government Health Gain priority area,
 - iii. The Pathways set out in any Māori Health Strategy issued by the Minister,
 - iv. Māori specific quality specifications,
 - v. Māori specific monitoring requirements,
 - vi. Māori service specific requirements.

C12 Employees Registration, Education and Training

C12.1 Employees will be, where relevant, registered with the appropriate statutory body, and will hold a current statutory certificate.

C12.2 Employees will have access to continuing education to support maintenance of professional registration and enhancement of service delivery/clinical practice, and to ensure practice is safe and reflects knowledge of recent developments in service delivery.

- C12.3 Your employment policies and practices will support professional career pathway development for Māori health workers; Māori service advisory positions; Māori change management positions, and the recruitment and retention of Māori employees at all levels of the organisation to reflect the consumer population.

C13 Training and Supervision of Assistants and Volunteers.

- C13.1 Assistants, volunteers and other relevant support employees will receive training to enable them to provide services safely, and will work only under the supervision and direction of appropriately qualified staff.

C14 Supervision of Trainees.

- C14.1 Trainees will be identified and will provide services only under the supervision and direction of appropriately qualified staff.

C15 Performance Management

- C15.1 You will have in place a system of performance management for all employees.

C16 Clinical Audit

- C16.1 You will have in place clinical audit/peer review processes that incorporate input from relevant health professionals from all services.

C17 Access

- C17.1 All eligible people will have fair, reasonable and timely access to effective services within the terms of this agreement. You will define and apply criteria for providing services, including any priority or eligibility criteria agreed between us. You will manage access to services within available resources and according to those criteria. You will maintain records of people who receive services and those who do not, and the criteria by which these decisions are made.

C18 Service Information

- C18.1 Potential and current consumers, and referrers, will have access to appropriately presented information in order for eligible people to access your services. This information may be in the form of a brochure and will include at least:

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

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

C19 Support for Māori

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

ACCEPTABILITY**C20 Consumer Rights**

C20.1 Each consumer will receive services in a manner that complies with the Health and Disability Commissioner Act 1994, and with all aspects of the Health and Disability Commissioner (Code of Health and Disability Services Consumers' Rights) Regulations 1996 (H&DC Code). This will include provision for the:

- a) right to be treated with respect for person, privacy and culture,
- b) freedom from discrimination, coercion, harassment, and exploitation,
- c) right to dignity and independence,
- d) right to services of an appropriate standard including legal, professional, ethical,
- e) right to effective communication,
- f) right to be fully informed,
- g) right to make an informed choice and give informed consent,
- h) right to support person present,
- i) rights in respect of teaching or research,
- j) right to complain,

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

C21 Confidentiality

C21.1 You will disclose information about consumers to any third party only:

- a) with the person's informed consent or,
- b) in accordance with the Health Information Privacy Code,
- c) to assist in effective service provision and achieving positive outcomes for the consumer.

C22 Cultural Values

C22.1 You will deliver services in a culturally appropriate and competent manner, ensuring that the integrity of each consumer's culture is acknowledged and respected. You will take account of the particular needs within the community served in order that there are no barriers to access or communication, and that your services are safe for all people. You will include significant local or service specific ethnic and other cultural groups in assessing satisfaction with services.

- C22.2 You will incorporate Māori principles/tikanga into your organisation. These may be explained in the following ways:

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

C23 Consumer Advocates

- C23.1 You will inform consumers and staff, in a manner appropriate to their communication needs, of their right to have an advocate, including to support the resolution of any complaint. You will allow advocates reasonable access to facilities, consumers, employees and information to enable them to carry out their role as an advocate. You will know of and be able to facilitate access to a Māori advocate for consumers who require this service.

C24 Consumer/Family/Whanau and Referrer Input

- C24.1 You will regularly offer consumers/families/whanau and referrers the opportunity to provide feedback as a means of improving the outcomes for consumers. When you obtain feedback from consumers by means of written surveys, you will comply with the Ministry of Health Guidelines for Consumer Surveys. Consumer input will be reflected in the maintenance and improvement of quality of service, both for the individual consumer and across the service as a whole. You will actively seek feedback from Māori by appropriate methods to improve organisation responsiveness to Māori. When requested you will make available to us the results of such surveys.

C25 Community Involvement

- C25.1 You will have in place and follow active processes for consulting with the local community in matters affecting them such as service location and building programmes.

C26 Complaints Procedure

- C26.1 You will enable consumers/families/whanau and other people to make complaints through a written and implemented procedure for the identification and management of Complaints. This procedure will meet the H&DC Code requirements and will also ensure that:
- a) the complaints procedure itself is made known to and easily understandable by consumers,
 - b) all parties have the right to be heard,
 - c) the person handling the complaint is impartial and acts fairly,
 - d) complaints are handled at the level appropriate to the complexity or gravity of the complaint,
 - e) any corrective action required following a complaint is undertaken,
 - f) it sets out the various complaints bodies to whom complaints may be made and the process for doing so. Consumers will further be advised of their right to direct their complaint to the H&D Commissioner and any other relevant complaints body, particularly in the event of non-resolution of a complaint,
 - g) complaints are handled sensitively with due consideration of cultural or other values,
 - h) Māori consumers and their whanau will have access to a Māori advocate to support them during the complaints process,
 - i) consumers who complain, or on whose behalf families/whanau complain, shall continue to receive services which meet all contractual requirements,
 - j) complaints are regularly monitored by the management of the service and trends identified in order to improve service delivery,
 - k) it is consistent with any complaints policy as we may notify from time to time.

C27 Personnel Identification

- C27.1 Employees, volunteers, students or sub-contractors undertaking or observing service delivery will identify themselves to all consumers and family/whanau.

C28 Ethical Review

- C28.1 If you conduct research and innovative procedures or treatments you will have written and implemented policies and procedures for seeking ethical review and advice from a Health and Disability Ethics Committee in accordance with the current "National Standard for Ethics Committees" (or any replacement publication). You will consult with and receive approval from Māori for any research or innovative procedures or treatments which will impact on Māori.

SAFETY AND EFFICIENCY**C29 General Safety Obligation**

- C29.1 You will protect consumers, visitors and staff from exposure to avoidable/preventable risk and harm.

C30 Risk Management

- C30.1 You will have in place well developed processes for:
- a) identifying key risks including risks to health and safety,
 - b) evaluating and prioritising those risks based on their severity, the effectiveness of any controls you have and the probability of occurrence,
 - c) dealing with those risks and where possible reducing them.

C31 Equipment Maintained

- C31.1 You will ensure that equipment used is safe and maintained to comply with safety and use standards.

C32 Infection Control/Environmental and Hygiene Management

- C32.1 You will safeguard consumers, staff and visitors from infection. You will have written, implemented and regularly reviewed environmental and hygiene management/infection control policies and procedures which minimise the likelihood of adverse health outcomes arising from infection for consumers, staff and visitors. These will meet any relevant profession-specific requirements and the requirements of the Standard Universal Precautions Guidelines. They will include definitions and will clearly outline the responsibilities of all employees, including immediate action, reporting, monitoring, corrective action, and staff training to meet those responsibilities.

C33 Security

- C33.1 You will safeguard consumers, employees and visitors from intrusion and associated risks. You will have written, implemented and reviewed policies and practices relating to security to ensure that buildings, equipment and drugs are secure.

C34 Management of Internal Emergencies and External Disasters

- C34.1 You will have written, implemented and reviewed contingency management policies and procedures that minimise the adverse impact of internal emergencies and external or environmental disasters on your consumer, staff and visitors. The policies and procedures will include the processes for working with the organisations who have responsibility for co-ordinating internal and external (environmental) disaster services. These policies and procedures will be linked to your risk management processes.

C35 Incident and Accident Management

- C35.1 You will safeguard consumers, staff and visitors from untoward risk arising from avoidable incidents, accidents and hazards. You will have written, implemented and reviewed incident, accident and hazard management policies and procedures which assist in managing safety

and risk. These will include definitions of incidents and accidents and will clearly outline the responsibilities of all employees, including:

- a) taking immediate action,
- b) reporting, monitoring and corrective action to minimise incidents, accidents and hazards, and improve safety,
- c) debriefing and staff support as necessary.

C36 Prevention of Abuse and/or Neglect

- C36.1 You will safeguard consumers, staff and visitors from abuse, including physical, mental, emotional, financial and sexual maltreatment or neglect. You will have written, implemented and reviewed policy and procedures on preventing, detecting and removing abuse and/or neglect. These will include definitions of abuse and neglect and will clearly outline the responsibilities of all staff who suspect actual or potential abuse, including immediate action, reporting, monitoring and corrective action. You will ensure that relevant employees are able to participate in family, inter-agency or court proceedings to address specific cases of abuse and neglect. These procedures will also include reference to the Complaints Procedure.

EFFECTIVENESS

C37 Entry to Service

- C37.1 You will manage consumer entry to your service in a timely, equitable and efficient manner, to meet assessed need.

C38 Plan of Care/Service Plan

- C38.1 You will develop for each consumer a written, up to date plan of care/service plan and/or record of treatment which:
- a) is based on assessment of his/her individual needs, including cultural needs,
 - b) includes consultation with the consumer, and,
 - c) where appropriate, and with the consent of the consumer, includes consultation with the consumer's family/whanau and/or caregivers,
 - d) contains detail appropriate to the impact of the service on the consumer,
 - e) facilitates the achievement of appropriate outcomes as defined with the consumer,
 - f) includes plans for discharge/transfer,
 - g) provides for referral to and co-ordination with other medical services and links with community, iwi, Māori and other services as necessary.

C39 Service Provision

- C39.1 You will deliver to consumers services that meet their individual assessed needs, reflect current good practice, and are co-ordinated to minimise potentially harmful breaks in provision.

C40 Planning Discharge from the Service or Transfer between Services

C40.1 You will collaborate with other services to ensure consumers access all necessary services. When a consumer is transferred or discharged from your services and accesses other appropriate services they will do so without avoidable delay or interruption. You will have written, implemented and reviewed policies and procedures for planning discharge/exit/transfer from your services. These will facilitate appropriate outcomes as defined with the consumer. The policies and procedures will include:

- a) defined employees' responsibilities for discharge planning,
- b) incorporating discharge planning into the consumer's plan of care/service plan, where appropriate from or before admission,
- c) full involvement of the consumer in planning discharge,
- d) involvement of family/whanau, including advising them of discharge, as appropriate,
- e) assessment and management of any risks associated with the discharge,
- f) informing the consumer on their condition, possible future course of this, any risks, emergency contacts, and how to access future treatment, care or support services,
- g) where appropriate involving the original referrer and the health professional having ongoing responsibility for the consumer in planning discharge and informing them of confirmed discharge arrangements,
- h) a process for monitoring that discharge planning does take place, which includes assessment of the effectiveness of the discharge planning programme.

C41 Where Services are Declined

C41.1 You will have written and implemented policies and procedures to manage the immediate safety of the consumer for whom entry to the service is declined and, where necessary the safety of their immediate family/whanau and the wider community. These include:

C41.2

- a) applying agreed criteria for providing services,
- b) ensuring all diagnostic steps have been taken to identify serious problems which may require your service,
- c) advising the consumer and/or their family/whanau of appropriate alternative services,
- d) where appropriate advising the family/whanau or other current services that you have declined service,
- e) recording that entry has been declined, giving reasons and other relevant information,
- f) having in place processes for providing this information to us.

C42 Death/Tangihanga

C42.1 You will have written and implemented policies and procedures to follow in the event of a death including:

- a) immediate action including first aid, calling appropriate emergency services,
- b) appropriate and culturally sensitive procedures for notification of next of kin,
- c) any necessary certification and documentation including notifying us or the Ministry of Health if required in the Service Specifications,

- d) appropriate and culturally competent arrangements, particularly to meet the special needs of Māori, are taken into account in the care of the deceased, until responsibility is accepted by the family or a duly authorised person.

C43 Health Education, Disease Prevention and Health Advice/Counselling

- C43.1 You will incorporate within your services, where appropriate, an emphasis on health education, disease prevention and health advice/counselling, and support the goals of The Ministry of Health Strategy "Strengthening Public Health Action" June 1997 or subsequent publications.

FACILITIES

C44 Accessible

- C44.1 You will support consumers in accessing your services by the physical design of your facilities. You will make specific provision for consumers with a mobility, sensory or communication disability available and known to consumer. You will make services available to deaf people through the provision of interpreters and devices to assist communication.

C45 Facilities, Maintained

- C45.1 You will provide services from safe, well-designed, well-equipped, hygienic and well-maintained premises.

D: STANDARD INFORMATION SPECIFICATION

REPORTING REQUIREMENTS

D1 Information to be reported to the MoH

D1.1 Unless stated otherwise in the Service Schedule, information to be provided to us is to be provided at three monthly intervals in accordance with the timetable below. Where the Agreement begins or ends part way through a quarter, the report will be for that part of the quarter which falls within the term of the Agreement.

Any delays will be notified to Performance Reporting (see below for details).

D2 Reporting Requirement Timetable

Quarters for Reporting	Due Date
1 January to 31 March	20 April
1 April to 30 June	20 July
1 July to 30 September	20 October
1 October to 31 December	20 January

D3 Forwarding your Completed Report

You shall forward your completed Performance Monitoring Returns to:

Performance Reporting
Sector Operations
Ministry of Health
Private Bag 1942
DUNEDIN 9054

Ph: 03-474 8040

Email: performance_reporting@health.govt.nz

PART 3: SERVICE SCHEDULES

3.01 INTRODUCTION

- 3.01.1** This Part 3 contains each of the Service Schedules listed in the Head Agreement (Agreement Summary).
- 3.01.2** Each of the Service Schedules in Part 3 form part of the Agreement between us as defined in the Head Agreement or in a subsequent Variation to the Head Agreement, as applicable.
- 3.01.3** Each Service Schedule contains the Service Specifications and Provider Specific Terms and Conditions associated with the Service.
- 3.01.4** The Service Specification described the service, and set up quality and information reporting requirements additional to those specified in Part 2 (the General Terms). Note that nationally standard service descriptions may contain details (particularly Purchase Units and Reporting Requirements) which do not apply to all contracts.
- 3.01.5** The Provider Specific Terms and Conditions detail those elements of the Agreement that are unique to you. This will include payment terms, the term of the Service Schedule, and any details which differ from Part 2 (the General Terms) and/or standard Service Specification/s (including detailed clarification of any parts of the nationally standard service description which do not apply to your contract, and a full list of relevant purchase units, volumes, prices and reporting requirements).

CONTENTS OF EACH SERVICE SCHEDULE WITHIN PART 3

3.02 Service Specifications

- 3.02.1** Standard national specifications (note this may not be physically contained in the contract but will be made available for Providers in electronic and hardcopy editions for distribution within their organisations).
- a) Additional specifications (if appropriate).
- 3.02.2** Provider Specific Terms and Conditions
- a) Introduction
 - b) Details of all Volumes and Prices which apply to this Service Schedule
 - c) Reporting Requirements
 - d) Payment Details
 - e) Detail of Changes to standard documents
 - i. Summary of changes to the General Terms (if any)
 - ii. Summary of additional service specifications (if any)
 - iii. Summary of changes from standard service specification (if any)

E: PROVIDER SPECIFIC TERMS AND CONDITIONS

INTRODUCTION

E1 Service Details

It is agreed that the following details apply to this Service Schedule.

Legal Entity Name	Manurewa Marae Trust Board 2008 Incorporated
Legal Entity Number	649756
Agreement Number	370144 / 00
Agreement Commencement Date	1 October 2021
Agreement End Date	30 November 2021

E2 Standard Documentation

It is agreed that the Service Schedule includes the standard documentation in Part 2 (the General Terms), and the standard service specifications included in this Service Schedule, as amended by any changes (if any) identified below.

It is agreed that the services will be paid for in accordance with the details given in the Payment Details below.

E3 Details of all Purchase Units which apply to this Service Schedule

Purchase Unit (PU ID)	Total Price excl. GST	GST Rate (%)	Payment Type
MAOR1901 Māori Health Support - COVID-19 Vaccination Readiness - Advance Payment 1 – 31 October 2021	9(2)(b)(ii)	15	CMS
MAOR1901 Māori Health Support - COVID-19 Vaccination Readiness 1 October 2021 to 30 November 2021		15	CMS
Total price for the Service Schedule			

PAYMENT DETAILS

E4 Price

The price we will pay for the Service you provide is specified above. Note that all prices are exclusive of GST.

E5 Invoicing

We will pay you on the dates set out in the Payment Schedule below for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- a) provider name (legal entity name)
- b) provider number (legal entity number)
- c) provider invoice number
- d) agreement number
- e) purchase unit number or a description of the service being provided
- f) date the invoice is due to be paid/date payment expected
- g) dollar amount to be paid
- h) period the service was provided
- i) volume, if applicable
- j) GST rate
- k) GST number
- l) full name of funder

If we do not receive an invoice from you by the date specified in the payment schedule below, then we will pay you within 20 days after we receive the invoice.

E6 Invoicing Address

Send invoices to:

providerinvoices@health.govt.nz

or post to:

Provider Payments
Ministry of Health
Private Bag 1942
Dunedin 9054

E7 Payment Schedule

MAOR1901 Māori Health Support - COVID-19 Vaccination Readiness - Advance Payment

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:	Amount (excl GST)
20 October 2021	1 October 2021	October 2021	9(2)(b)(ii)
Total			

MAOR1901 Māori Health Support - COVID-19 Vaccination Readiness

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
22 November 2021	31 October 2021	October 2021
20 December 2021	30 November 2021	November 2021

E8 Health Emergency Planning

- a) You must develop a Health Emergency Plan to ensure that your clients/patients and staff are provided for during a Health Emergency and ensure that this is reviewed periodically to maintain currency.
- b) The plan must identify your response to a worst case scenario pandemic event (40% of the population affected with 2% death rate).
- c) A copy of the plan shall be made available to the DHB on request and will be consistent with the DHB's pandemic and emergency plans (available from the DHB).
- d) When requested by the DHB you will be involved in processes to ensure that emergency responses are integrated, coordinated and exercised. The level of participation required will be reflective of the nature of the services you provide and the expected roles and services in an emergency situation.

E9 Children's Act 2014

According to section 15 of the Children's Act 2014², children's services cover the following:

- services provided to one or more children
- services to adults in respect of one or more children

NB At a future date, the scope of children's services can be expanded by regulations. Expansion may include services to adults which could significantly affect the well-being of children in that household.

E9.1 Child Protection Policy

If you provide children's services as per section 15 of the Children's Act 2014 you will adopt a child protection policy as soon as practicable and review the policy within three years from the date of its adoption or most recent review. Thereafter, you will review the policy at least every three years. In accordance with the requirements set out in section 19(a) and (b) of the Children's Act 2014, your child protection policy must apply to the provision of children's services (as defined in section 15 of the Act), must be written and must contain provisions on the identification and reporting of child abuse and neglect in accordance with section 15 of the Oranga Tamariki Act 1989.

E9.2 Worker Safety Checks

If you have workers that provide children's services, the safety check requirements under the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015 will need to be complied with.³

E10 Additional Provider Specific Terms and Conditions

Both of us agree that the following Additional Provider Specific Terms and Conditions apply to this Agreement.

E10.1 Agreement Term

This Agreement commences on **1 October 2021** and ends on **30 November 2021**.

² <http://www.legislation.govt.nz/act/public/2014/0040/latest/DLM5501618.html>

³ <http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482241.html>

E10.2 Services

- E10.2.1 The Provider agrees to provide services as described in the Service Specification, including the Proposal attached as Appendix 1 to the Service Specification. The overarching aim of the Services is to increase uptake of the COVID-19 vaccination by whānau Māori, hapū, iwi and communities.

E10.3 Payment Terms and Conditions

The following payment terms and conditions apply to the funding described in Table E3.

Milestone Payments

- E10.3.1 In consideration for providing the Services, we agree to pay you on the dates set out below, provided that you have submitted a valid invoice by the due date specified and completed the specified milestone(s) to the DHB's reasonable satisfaction.

Payment Date	Invoice Due Date	Milestone(s)	Payment Amount
20 October 2021	10 October 2021	Advance Payment	9(2)(b)(ii)
20 November 2021	10 November 2021	You have delivered all Services and report(s) up to 31 October 2021 satisfactorily	
20 December 2021	10 December 2021	You have delivered all Services and report(s) up to 30 November 2021 satisfactorily	

Maximum Funding

- E10.3.2 The maximum funding available under this Agreement is 9(2)(b)(ii) excluding GST and will not be exceeded.

Invoicing Detail

- E10.3.3 You will include the following detail with your monthly invoices:

- (a) a breakdown of costs incurred by you in delivering the Services during the billing period.

E10.4 Purchase Unit Code

- E10.4.1 The Provider shall quote the following Purchase Unit Code on all invoices submitted pursuant to this Agreement.

Purchase Unit	Description
MAOR1901	COVID-19 Māori Health Support

Advance Payment

- E10.4.2 The DHB has agreed to provide advance payments so that the Provider is able to cover the costs associated with training staff for the roles and other establishment activities (Advance Payments).

The Advance Payments will be made up of the one (1) payment set out below which is equal to approximately 30% of the maximum amount payable for the term of the Agreement:

Agreement Term	Advance Payment (excl. GST)	Invoice Due Date	Payment Due Date
1 October 2021 – 30 November 2021	9(2)(b)(ii)	10 October 2021	20 October 2021

Advance Payment will be payable on the payment due date set out above provided that an invoice is received from the Provider by the invoice due date specified.

The Provider acknowledges and agrees that the Advance Payment will be recovered by the DHB. The Provider further acknowledges and agrees that, to recover the Advance Payment, the DHB will set-off the amounts owing to the DHB against the amounts actually payable to the Provider for the Costs during the first month of service (and subsequent months if needed to recover the full amount of the Advance Payment).

E10.5 COVID-19 funding – requirements, review/audit and recovery

E10.5.1 This Agreement includes funding which has been allocated specifically for the provision of healthcare services during the COVID-19 pandemic.

E10.5.2 The Provider acknowledges that:

- (a) the Director-General of Health has notified the DHB that double funding of services, resources, activities and/or costs during the COVID-19 pandemic will not be tolerated and indicated that any such double funding should lead to suspension of a contract; and
- (b) the Provider has an obligation to not be a party to any agreement or arrangement that results in the DHB or the government effectively having to pay more than once for the provision of the same services, resources, activities and/or costs (in part or in whole).

E10.5.3 The Provider warrants that the fees specified in this agreement are a fair and reasonable estimation of the additional costs required to meet the delivery of the Services and that no cost already recovered under another agreement or arrangement funded by the DHB or government is included (in part or in whole).

E10.5.4 The Provider agrees that that the DHB may undertake a review or financial audit at any time to ensure that the requirements of clause E10.5 are met, that is to ensure that double funding has not occurred and that the Provider has not been advantaged and recovered from this Agreement excessive funding. When determining whether double funding has occurred, the DHB will look at all government funding sources, including (without limitation) funding from the DHB, funding from other DHBs and non DHB funding (e.g. ACC funding and COVID-19 related government welfare and emergency funding).

E10.5.5 Should the DHB determine after a review or audit, that the Provider has been double funded or has recovered from this Agreement excessive funding, that excess may be recovered by the DHB as a debt due. Without limiting any other rights the DHB may have, the DHB may also elect to suspend or terminate the Agreement.

E10.6 DHB Policies and Instructions

E10.6.1 The Provider will comply with or better all applicable DHB policies and procedures (including health and safety, quality of service, infection control and complaints), as advised by the DHB from time to time, and will comply with the DHB's reasonable instructions.

E10.6.2 The Provider will ensure that any person to whom the DHB has objected to on reasonable grounds, will not provide or be directly or indirectly associated with the supply of the Services.

E10.7 Withholding Payments

E10.7.1 Without prejudice to any other right or remedy provided in this Agreement or otherwise at law, we may withhold any payments or portions of payments, where you have failed to:

- (a) deliver or complete the Services;
- (b) meet the performance measures and timelines specified in this Agreement;
- (c) submit the reports required under this Agreement;
- (d) submit satisfactory reports to us; or
- (e) exercise due professional care and diligence in the performance of your obligations under this Agreement.

E10.8 Clawback of Funds

E10.8.1 Without prejudice to any other right or remedy provided in this Agreement or otherwise at law, we may require you to repay the funding paid to you under this Agreement, or any portion of the funding that is reasonable in the circumstances, where you have failed to:

- (a) deliver or complete the Services;
- (b) meet the required performance measures and timelines;
- (c) submit satisfactory reports in accordance with the reporting requirements set out in this Agreement; or
- (d) exercise all due professional care and diligence in the performance of your obligations under this Agreement.

E10.8.2 Any amount to be repaid pursuant to clause E10.8.1 will be determined by us acting reasonably and following a discussion with you regarding the circumstances that have led to us seeking repayment of funding.

E10.8.3 Any disputes regarding the application of clause E10.8.1 shall be dealt with in accordance with the Dispute Resolution provisions set out in clause B28 or Part 2 (Dispute Resolution).

E10.9 Termination

E10.9.1 In addition to the termination provisions contained elsewhere in this Agreement and without limiting any other provision contained in this Agreement, both of us agree that:

- (a) Both of us may agree to terminate this Agreement. Any such agreement must be in writing and signed by each of our authorised signatories.
- (b) We may terminate this Agreement at any time by giving 1 month(s) notice to you.

E10.10 No Commitment to Future Funding or Contracts

E10.10.1 This Agreement expires on 30 November 2021. We do not undertake to provide any additional funding or enter into any further Agreement with you after this date and you acknowledge and agree that you have no expectation that we will do so.

E10.11 Renewal

E10.11.1 Both of us agree that clause B31.3 of Part 2 does not apply to this Agreement.

E10.12 One-off Funding

E10.12.1 The funding paid to you under this Agreement is provided on a one-off basis.

E10.13 Privacy of Personal Information

E10.13.1 In this clause Personal Information has the meaning given to this term in the Privacy Act 2020 and Health Information has the meaning given to this term in the Health Information Privacy Code 2020.

E10.13.2 The Provider will collect, use, store and disclose Personal Information and Health Information related to the Agreement and Services in accordance with:

- (a) the Privacy Act 2020;
- (b) any Law that amends or overrides any of the Information Privacy Principles of the Privacy Act 2020 and that applies to Counties Manukau Health or the Provider;
- (c) any Code of Practice or Approved Information Sharing Agreement (as defined in the Privacy Act 2020) that amends or overrides any of the Information Privacy Principles of the Privacy Act 2020 and that applies to Counties Manukau Health or the Provider (e.g. Health Information Privacy Code 2020);
- (d) any guidelines issued by the Privacy Commissioner.

E10.13.3 Subject to clause E10.13.2 above, Counties Manukau Health and the Provider will record in the Service Specification, the details of any Personal Information and/or Health Information that will be shared between Counties Manukau Health and the Provider in connection with the Services, the purpose(s) for sharing and using the information and any agreement on the management (including security) of the information.

E10.13.4 Wherever a Provider supplies a privacy statement to clients in respect of the Services in accordance with Information Privacy Principle 3 of the Privacy Act 2020 or Rule 4 of the Health Information Privacy Code 2020, the Provider will implement any reasonable directions made by Counties Manukau Health about the content of the privacy statement, including about the purpose(s) of collection and the disclosure of information.

E10.13.5 Before making a direction under clause E10.13.4, Counties Manukau Health will consult with the Provider about the proposed content of the privacy statement, and consider any reasonable issues or concerns raised by the Provider.

E10.13.6 The Provider confirms that it has adequate security measures to safeguard Personal Information and Health Information from unauthorised access or use by third parties.

E10.13.7 Without limiting the Provider's obligation under Part 6 of the Privacy Act 2020, the Provider will notify Counties Manukau Health promptly, in writing, of any privacy breaches related to the Agreement that is likely to cause anyone serious harm. If requested by Counties Manukau Health, the Provider will submit a written report to Counties Manukau Health detailing how it plans to respond to the breach and/or steps taken to respond to the breach.

E10.13.8 The Provider will notify Counties Manukau Health promptly, in writing, if it receives a compliance notice from the Privacy Commissioner that relates to the Agreement or becomes subject to any investigation by the Privacy Commissioner that relates to the Agreement.

E10.14 Smoke-free Policy

E10.14.1 Subject to limited exceptions, the *Smoke-free Environments Act 1990* requires employers to take all reasonable steps to ensure that no person smokes at any time in a workplace. In addition to meeting your requirements under the Act, Counties Manukau Health expects you to have a wider role in promoting health and wellbeing to support achievement of the New Zealand government's goal for a Smoke-free Aotearoa in 2025 by supporting service users and staff not to smoke. Therefore, in addition to complying with the requirements laid out in the Smoke-free Environments Act, from 1 July 2017 you will adopt a Smoke-free Policy. At a minimum, your Smoke-free Policy is to:

- (a) Be written;
- (b) Be aligned with CMDHB's Smokefree Policy;
- (c) Describe your organisation's internal and external smoke-free environments;
- (d) Specify how you will provide smoking cessation support and advice to staff;
- (e) Specify how you will provide smoking cessation support and advice to service users; and
- (f) Describe the actions you will take to ensure that the Policy is adhered to.

We encourage you to identify a Smokefree Champion for your organisation to ensure your policy is robust and adhered to. A template policy and associated resources and support are available from smokefree@middlemore.co.nz

E10.15 Healthy Food and Drink Policy

- E10.15.1 DHBs expect you to have a role in promoting the health and wellbeing of your service users, staff and visitors to your service by supporting them to make healthy food and drink choices. From 1 July 2017, you will adopt a *Healthy Food and Drink Policy* covering all food and drinks sold on sites, and provided to service users, staff and visitors under your jurisdiction. At a minimum, your Policy is to be written and reflect the principles of the National District Health Boards and Ministry of Health Healthy Food and Drink Policy, which aligns with the Ministry of Health's Eating and Activity Guidelines. A template policy can be found at: <https://www.health.govt.nz/publication/healthy-food-and-drink-policy-organisations>

E10.16 Uncontrollable Events

- E10.16.1 You acknowledge and agree that this Agreement has been established to specifically support the public health sector response to the COVID-19 pandemic. Accordingly, the COVID-19 pandemic is not considered an 'uncontrollable event' for the purposes of clause B25 of the Agreement.

F: SERVICE SPECIFICATION

Māori COVID-19 Vaccination Support – Counties Manukau

1. Background

The Ministry of Health (the Ministry) has provided funding to the DHB for Māori COVID-19 Vaccination Support (sometimes referred to as "Tranche 2 Funding"). The funding is intended to support the COVID-19 vaccination roll-out programme by increasing access to vaccinations for whānau Māori, hapū, iwi and communities.

The Ministry recognises that Māori are at a higher risk of severe outcomes from the impact of COVID-19 and that protecting Māori communities requires an equitable programme that responds to the Crown's obligations under Te Tiriti o Waitangi (Te Tiriti). The Ministry also recognises that Māori are confronted with more barriers to accessing healthcare and experience lower immunisation rates across the immunisation schedule, including in the uptake of the COVID-19 vaccine.

In recognition of these factors, the DHB wishes to work with Māori providers in the Counties Manukau Health catchment area to implement solutions that will assist the increase and uptake of the COVID-19 vaccine by whānau Māori, hapū, iwi and communities.

2. Service Objectives

The key objectives of the Service are set out in the table below, along with areas of activity that the Provider will support with a view to achieving the objectives. Specific service components to be delivered by the Provider are set out in section 3 of the Service Specification.

Key Objective Area	Key Objectives	Activity Areas
1. Enable access to COVID-19 Vaccine	Whānau Māori, hapū, iwi and communities are enabled to access the vaccine services with ease.	<p>Demonstrate effective and genuine engagement and manaaki towards whānau Māori, hapū, iwi and communities to create trusted relationships</p> <p>Identify the barriers for whānau, hapū and iwi to access COVID-19 vaccine services and assist with removing those barriers to achieve COVID-19 vaccine outcomes</p> <p>Coordinate and support whānau with engagement to effective access to COVID-19 vaccine information, COVID-19 vaccine services and COVID-19 vaccine centres.</p>

Key Objective Area	Key Objectives	Activity Areas
2. Wrap around service	Wrap-around holistic support is provided with the delivery of vaccinations	<p>Walk alongside whaanau during their vaccine journey to ensure:</p> <ul style="list-style-type: none"> COVID-19 Vaccine follow ups when two doses are required; and Whaanau feel their voices are being heard and are making informed decisions during their COVID-19 vaccine journeys. <p>Support Provider network to setup an effective recall system with the individual/whanau.</p> <p>Promote healthier outcomes through establishing problem solving skills to change expectations, attitudes and behaviours towards COVID-19 vaccines.</p> <p>Be proactive in monitoring the individual/whaanau referrals, DNAs and recalls if needed.</p> <p>Work together with clinicians and the individual / whaanau to coordinate shared integrated consults.</p> <p>Identify opportunistic hauora consultations and preventative development.</p> <p>Advocate for the individual and whaanau, especially with health literacy and trust.</p>
3. Giving whaanau the choice to access kaupapa Maaori Vaccinators	Whānau Māori, hapū, iwi and communities are enabled with a choice to access kaupapa Māori vaccinators	<p>Support whanau to be able to access vaccine centres who's models of care are underpinned by tikanga Maaori, delivered predominately by our Maaori Providers.</p> <p>Support whaanau be able to access Maaori Vaccinators that practice under kaupapa Maaori beliefs, therefore establishing relationships that are built on mutual trust, whaanaungatanga, manaakitanga and aroha.</p> <p>These values in practice will aid in the ability for Vaccine centres and vaccinators to walk alongside whaanau with confidence during their vaccine journey and vice versa.</p>

Key Objective Area	Key Objectives	Activity Areas
4. Reduction of duplication through collaboration	Reduction of duplication through collaboration between providers and local DHBs	<p>Collaborate with the DHB and other relevant providers (in particular, Māori providers) in their region to ensure:</p> <ul style="list-style-type: none"> • There is no duplication or overlap of services; and • Services pertaining to this specification align to DHB's planning for the COVID-19 vaccinations roll out (as coordinated by the Northern Region Health Coordination Centre). <p>The Provider must be able to clearly distinguish provision of the Services from other services that may be delivered by the Provider (including other services funded by the DHB and government agencies).</p>
5. Maximisation of resources	Resources are maximised in communities	The Provider shall apply the funding allocated under this Agreement in a manner that ensures that resources available to the community are maximised.
6. Tailored services at local level	Services are tailored at the most local level and innovative approaches are enabled	The Provider shall tailor delivery of the Service Components, and implement innovative solutions, to meet the unique needs of the local community that it is supporting.

3. Service Components

COVID-19 Vaccination Readiness Services

During the term of the Agreement, the Provider will perform the tasks and activities set out in the Provider's Proposal dated September 2021, a copy of which is attached as Appendix 1.

4. Reporting Requirements

The Provider shall provide the following written reports to the DHB by the due dates specified.

PU Code	PU Description	PU Measure	Reporting Requirements	
			Due Dates	Reporting Requirements
MAOR1901	COVID19 Maaori Health Support	Service	10 November 2021	Quantitative report <ul style="list-style-type: none"> # of whaanau/patients supported/engaged to get vaccinated # of whaanau/patients vaccinated Narrative final report against agreed proposal (agreed proposal in Appendix 1) <ul style="list-style-type: none"> Strategies/initiatives funded Key milestones achieved to date Outcomes achieved
MAOR1901	COVID19 Maaori Health Support	Service	10 December 2021	Quantitative report <ul style="list-style-type: none"> # of whaanau/patients supported/engaged to get vaccinated # of whaanau/patients vaccinated Narrative final report against agreed proposal (agreed proposal in Appendix 1) <ul style="list-style-type: none"> Strategies/initiatives funded Final outcomes achieved

Reports are to be submitted by email to:

Performance Reporting
Sector Operations
Ministry of Health

Email: performance_reporting@health.govt.nz

With a copy to:

Te Uira Maipi
Counties Manukau District Health Board

Email: TeUira.Maipi@middlemore.co.nz

APPENDIX 1: PROVIDER PROPOSAL**Māori COVID-19 Response Funding (Tranche 2)
Increasing Māori COVID-19 Vaccination Rates**

September 2021

MANUREWA MARAE

Purpose

The purpose of this fund is to support more Māori whānau, 12 years and over, to access COVID-19 vaccinations. The fund is provided by the Ministry of Health and administered by Counties Manukau Health for Māori providers, kaupapa Māori mental health providers and iwi partners in their district.

Service selection

The first step for providers is to determine their preferred model to access this funding.

Provider: Manurewa Marae

Term: 1 October - 30 November 2021

Option: 2

Payment schedule:

- Advance payment = 9(2)(b)(ii)
- Pay remaining in equal instalments after report one and the final report are received

Maximum funding: 9(2)(b)(ii)

Proposal detail (for Appendix 1):

New services	<p>Manurewa JAM Collaboration – 3 schools in Manurewa coming together to vaccinate Māori and Pacific Students and their whānau</p> <ul style="list-style-type: none"> • Establishment of a Rangatahi Call Centre to book them in, inform them about the vaccine and provide any pre-instructions • Rangatahi Communication – Use social media platforms (like Tik Tok's, Instagram) and influencers to build interest and engage with rangatahi • Promotional Material – Design and produce targeted materials for rangatahi (like banners and signs) <p>Communication and engagement with communities</p> <ul style="list-style-type: none"> • Develop tailored communication to whānau • Targeted engagement campaigns to vulnerable communities (e.g. rangatahi, whānau, community) <p>Addressing barriers to access</p> <ul style="list-style-type: none"> • Provision of transport to vaccination sites • Supporting weekend/afterhours/pop up vaccination services • Providing information to whānau (See Communications above) • Providing wellbeing packs, care and services to whānau <p>Mobile Vaccination Unit and Resources</p>
Cost breakdown	<p>Coordination of students across 3 schools and call centre = 9(2)(b)(ii)</p> <ul style="list-style-type: none"> • Contribution to set up and operating costs of a rangatahi call centre • Expertise to support with set up and coordination of this initiative • Design and purchase promotional materials • Develop and release social media campaigns <p>Communication and engagement with communities = 9(2)(b)(ii)</p> <ul style="list-style-type: none"> • Transport to vaccination sites

	<ul style="list-style-type: none">• Communication expertise to target campaigns• Cost for engagement with whānau <p>Mobile Unit = 9(2)(b)(ii)</p> <ul style="list-style-type: none">• Lease and operate a mobile unit• Fit out of equipment necessary for the unit
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Proactively released

Agreement

between

Waitemata DHB

NZBN: 9429000097888

Private Bag 93503
Takapuna
North Shore City 0740

Ph: 09 486 8900

Contact:

Scott Abbot

and

Te Whānau O Waipareira Trust

NZBN: 9429042848837

Whānau HQ

PO Box 21081
Henderson
Auckland 0650

Ph: 09-836 6683

Contact:

John Tamihere

CONTENTS OF THIS AGREEMENT

PART 1 HEAD AGREEMENT

Section A Summary

PART 2 GENERAL TERMS

Section B Standard Conditions of Contract (SCC)

Section C Provider Quality Specifications (PQS)

Section D Standard Information Specifications (SIS)

PART 3 SERVICE SCHEDULES

Section E Provider Specific Terms and Conditions

Section F Service Specification

A: SUMMARY

A1 Agreement to Purchase and Provide Services

- A1.1 We agree to purchase and you agree to provide services on the terms and conditions set out in the Agreement.
- A1.2 The Agreement means all documents included in Part 1 (this document, to be referred to as the Head Agreement), together with Parts 2 and 3 (the documents listed in the Agreement Summary below).
- A1.3 The Agreement sets out the entire agreement and understanding between us and supersedes all prior oral or written agreements or arrangements relating to its subject matter.

A2 Duration of the Agreement, and Components of the Agreement

- A2.1 Part 2 (the General Terms) will apply for the period specified in the Agreement Summary below, or until terminated in accordance with the Agreement, subject to any rights to review, extend, vary or terminate any of these documents in accordance with the terms of this Agreement.
- A2.2 Each Service Schedule will apply for the period specified in Part 3, and shown in the Agreement Summary below, subject to any rights to review, extend, vary or terminate any of these documents in accordance with the terms of this Agreement.
- A2.3 The Agreement will automatically terminate upon the expiry of all Service Schedules in Part 3. Notwithstanding any end date given in Part 2 (the General Terms) the terms and conditions of Part 2, including the right to terminate the Agreement or any part of the Agreement, Part 2 (the General Terms) will be deemed to continue as long as there is one or more active Service Schedule in Part 3.

A3 Relative Priorities of the Component Parts of the Agreement

- A3.1 In the event of any conflict between the terms of the Provider Specific Terms and Conditions within Part 3 (Service Schedules) and any other part of the Agreement, the terms of the Provider Specific Terms and Conditions within Part 3 (Service Schedules) will have priority.
- A3.2 In the event of any conflict between the terms of Part 2 (the General Terms) and Part 3 (the Service Schedules), the terms of the Service Schedules will have priority.

- | | |
|------|--|
| A3.3 | In the event of any conflict between the terms of Section B (the Standard Conditions of Agreement) and Section E (the Provider Type Terms and Conditions), the terms of Section E (the Provider Type Terms and Conditions) will have priority. |
|------|--|

A4 Enforceability of the Agreement, and its Component Parts

- A4.1 If any provision in any of the documents listed in the Agreement Summary below is lawfully held to be illegal, unenforceable or invalid, the determination will not affect the remainder of the relevant document or the Agreement, which will remain in force.

- A4.2 If an entire document listed in the Agreement Summary below is lawfully held to be illegal, unenforceable or invalid, the determination will not affect any other documents listed in the summary or the Agreement, which will remain in force.
- A4.3 If any provision in any of the documents or an entire document listed in the Agreement Summary below is held to be illegal, unenforceable or invalid, then we agree to take such steps or make such modifications to the provision or document as are necessary to ensure that it is made legal, enforceable or valid. This is in addition to and not in substitution of our rights to give notice of the terms and conditions on which we will make payments to you pursuant to section 88 of the New Zealand Public Health and Disability Act 2000 or otherwise.
- A4.4 The above provisions with respect to illegality, unenforceability or invalidity are not to affect any rights validly to terminate any of the documents in the above schedule or the Agreement as a whole in accordance with the terms of the Agreement or otherwise.

A5 Agreement Summary

- A5.1 This section lists all documents included in The Agreement. The Agreement comes into effect from the commencement date identified in Part 1 below. This summary will be updated, by an agreement variation, whenever there is a change to this list.

A6 Part 1 – The Head Agreement

Document	Commencement Date
This document	1 November 2021

A7 Part 2 – The General Terms

Document	Document Version No	Commencement Date	End Date, if specified
Conditions of Agreement	1.0	1 November 2021	31 January 2022
Provider Quality Specifications	1.0	1 November 2021	31 January 2022
Standard Information Specifications	1.0	1 November 2021	31 January 2022
Provider Type Terms and Conditions	1.0	1 November 2021	31 January 2022


A8 Part 3 - The Service Schedules

Service Schedule(s)	Reference/ Version No.	Commencement Date	End date
MAOR1901 COVID-19 Māori health support	1.0	1 November 2021	31 January 2022

A9 Signatures

Please confirm your acceptance of the Agreement by signing where indicated below.

For **Waitemata DHB**:

 (signature)

Name: Dr Debbie Holdsworth

Position: Director Funding

Date: 14 March 2022

For **Te Whānau O Waipareira Trust**:

 (signature)

Name: Charmaine Newson

Position: Director Funding

Date: 22/03/2022

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PART 2: GENERAL TERMS

- 2. 01** This Part 2 contains all of the parts of the Head Contract, as listed in the Contract Agreement (Agreement Summary).
- 2. 02** Each of the documents in Part 2 (the Head Contract) form part of the Agreement between us, as defined in the Contract Agreement or in a subsequent Variation to the Contract Agreement, as applicable.
- 2. 03** Section B -the Standard Conditions of Contract set out the conditions on which our relationship with all our providers is based.
- 2. 04** Section C -the Provider Quality Specification (PQS) sets out the minimum quality of service required of all our providers. Where appropriate, the PQS also requires providers to meet the Health and Disability Sector Standards. The PQS applies to all Services provided under the Agreement. More detailed and service specific quality requirements are included in the Service Schedules.
- 2. 05** Section D -the Standard Information Specifications (SIS) sets out information management principles required of all our providers. The SIS applies to all Services provided under the Agreement. More detailed and service specific information requirements are included in the Service Schedules.

B: STANDARD CONDITIONS OF CONTRACT

INTRODUCTION

B1 Standard Conditions

- B1.1 Any Agreement you enter into with us will be deemed to include the following Standard Conditions.
- B1.2 If however any other terms in the Agreement directly conflict with these Standard Conditions, the other terms will have priority.
- B1.3 There is a glossary at the back of these Standard Conditions setting out definitions, interpretations and terms used.

B2 Treaty of Waitangi and Māori Health Statement

- B2.1 The Treaty of Waitangi establishes the unique and special relationship between iwi, Māori and the Crown. As a Crown entity the District Health Board considers the Treaty of Waitangi principles of partnership, proactive protection of Māori health interests, co-operation and utmost good faith, to be implicit conditions of the nature in which the internal organisation of the District Health Board responds to Māori Health issues.

B3 Relationship Principles

- B3.1 The following values will guide us in all our dealings with each other under the Agreement:
- a) Integrity – we will act towards each other honestly and in good faith.
 - b) Good communication – we will listen, talk and engage with each other openly and promptly including clear and timely written communication.
 - c) Enablement – we will seek to enable each other to meet our respective objectives and commitments to achieve positive outcomes for communities and consumers of health and disability services.
 - d) Trust and co-operation – we will work in a co-operative and constructive manner recognising each other's viewpoints and respecting each other's differences.
 - e) Accountability – we will each recognise the accountabilities that each of us have to our respective and mutual clients and stakeholders.
 - f) Innovation – we will encourage new approaches and creative solutions to achieve positive outcomes for communities and consumers of health and disability services.
 - g) Quality improvement – we will work co-operatively with each other to achieve quality health and disability services with positive outcomes for consumers.

MĀORI HEALTH**B4 Māori Health Priority**

Both of us will abide by the Māori Health statement set out in clause B2 of these Standard Conditions.

- B4.1 You agree that Māori Health is a specifically identified health gain priority area. You must therefore establish and implement a Māori Health policy that reflects that fact. In developing this policy, and without limitation, you must take into account our strategic direction for Māori health in terms of minimum requirements for Māori health based on the Treaty of Waitangi, Crown objectives for Māori health and specific requirements negotiated from time to time with us.
- B4.2 You must specify how you intend to implement this policy. In particular, you will identify those services you will deliver as explicit contributions to Māori health gain priorities, how these services will be measured to ascertain what benefit is evident and other additional opportunities that may exist for furthering Māori health gain.
- B4.3 On commencement of the Agreement, you must develop your Māori health policy and operational plans after consultation with us, subject to agreement between both of us to our respective responsibilities for ensuring that the plans are adequately resourced within the current levels of funding.

SERVICE PROVISION**B5 Provision of Services**

- B5.1 You must provide the Services and conduct your practice or business:
- a) in a prompt, efficient, professional and ethical manner, and
 - b) in accordance with all relevant published Strategies issued under the Act; and
 - c) in accordance with Our obligations, and
 - d) in accordance with all relevant Law; and
 - e) from the Commencement Date and then without interruption until the Agreement ends or is ended in accordance with the Agreement.
- B5.2 Nothing in the Agreement gives you an exclusive right to provide the Services.

B6 Payments

- B6.1
- a) we will pay you in accordance with the terms of the Agreement.
 - b) We will pay you default interest on any payments due to you under the Agreement and in arrears for more than 14 days.
 - c) You must first have given us an invoice completed in the format required and we must have received it 14 working days before it is due.
 - d) "Default interest" means interest at the base rate of our bankers calculated from the due date for payment to the date of actual payment, plus the rate of 2 per cent per annum.

- e) This clause does not apply to payments due to you in respect of which we have exercised our right of set off (see clause B6.2).

B6.2 We may set off any amounts which you owe us against any payments due by us to you.

B6.3 We may withhold any further payments or portions of payments, where you:

- a) have failed to meet any reporting requirements under the agreement,
- b) are found to be in breach at the end of an Audit
- c) or your sub-contractors do not allow us access under clause "B15.2".

B6.4 In that case payments may be withheld from the date of non-compliance until such time compliance occurs.

B7 Cost and Volume Shifting

B7.1 You must not:

- a) act in such a way that increases cost to another provider,
- b) be party to any arrangement which results in our effectively having to pay more than once for the supply of the same Services or any component of them,
- c) act in such a way that shifts volumes relating to Services being provided separately by you where such volumes have been specifically related to that Service.

B8 Responsibility for Others

B8.1 You will be responsible for all acts and omissions of your employees, agents and subcontractors even if they are done without your knowledge or approval.

B9 Other Arrangements

B9.1 You must not enter into any other contract or arrangement which might prejudice your ability to meet your obligations in the Agreement

B9.2 You may (subject to your obligations in the Agreement), agree to provide Services for any other person.

B10 Subcontracting

B10.1 You may not subcontract any of the Services or part of them without our prior written consent which may not be unreasonably withheld.

B10.2 If we give consent you must comply with any reasonable conditions we impose as part of the consent.

B11 Transfer of your Rights and Obligations

B11.1 You must not transfer any part of your rights or obligations under the Agreement without our prior written consent.

QUALITY ASSURANCE**B12 Quality of Services**

B12.1 You must comply with the quality requirements set out in the Agreement.

B13 Information and Reports

B13.1 You must comply with the information requirements set out in the Agreement.

B13.2 You must keep and preserve Records and protect the security of them and make them available to us in accordance with our reasonable instructions.

B13.3 You must take all due care to ensure that in the event of your ceasing to provide the Services, the Records are properly preserved and transferred to us.

B13.4 You must keep proper business records and promptly complete a balance sheet, statement of income and expenditure and cashflows in accordance with accepted accountancy principles at the end of each financial year.

B13.5 We may use any information concerning you:

- a) for our own purposes; and
- b) for any purposes required by any Minister of the Crown or any Governmental Body.

B13.6 You must report to us in accordance with our reasonable instructions.

B13.7 We may reasonably require you to send reports direct to any Minister of the Crown or any Governmental Body within a time reasonably fixed by us.

B14 Appointment of Auditors

B14.1 We may appoint people to Audit, on our behalf, in relation to any of the matters contained in the Agreement.

B14.2 We will give you prior written notice of the names of the people we have appointed.

B14.3 Both of us must agree to the people we have appointed. You may not refuse where any or all of those people are suitably qualified and have no demonstrable conflict of interest, but your refusal may be based on some other good reason.

B14.4 Those people may take copies of any parts of the Records.

B15 Access for Audit

B15.1 You and your sub-contractors must co-operate with us fully and allow us, or our authorised agents, access to:

- a) your premises,
- b) all premises where your Records are kept,
- c) Service Users and their families,
- d) staff, sub-contractors or other personnel used by you in providing the Services,

For the purposes of and during the course of carrying out any Audit.

B15.2 We will ensure that our exercise of access under this clause B15 will not unreasonably disrupt the provision of the Services to Service Users.

B15.3 Notice of Audit

- a) we will give you prior notice of any Audit as agreed in any Audit protocols.
- b) If we believe that delay will unnecessarily prejudice the interests of any person, we may give you notice of our intention to carry out an Audit within 24 hours.

B15.4 Times for Audit

- a) Subject to Clause B15.3b an Audit may be carried out at any time during working hours and at any other reasonable times.
- b) You must ensure that the people appointed by us to carry out the Audit have access, during the hours they are entitled to Audit.

B16 Audit Process

B16.1 Subject to clause B23 in carrying out any Audit we may;

- a) Access confidential information about any Service User; and
- b) Observe the provision or delivery of the Services; and
- c) Interview or follow up Service Users and/or their families; and
- d) Interview or follow up any staff, sub-contractors or other personnel used by you in providing the Services.

B17 Financial Audit

B17.1 Despite the other provisions in this section B12.1 (Quality Assurance) we may not inspect your accounting system or record of your costs of providing the Services.

- a) We may, however, appoint as set out in the Agreement, an independent auditor to Audit;
 - i. The correctness of the information you give us; and
 - ii. Your calculations of the cost of supplying the Services; and
 - iii. Your financial position.
- b) The auditor:
 - i. Must not disclose specific details of your financial position to us; but
 - ii. May advise us if he or she considers your financial position may prejudice your ability to carry out your obligations under the Agreement.

B17.2 We retain the right to Audit under this Section B12.1 (Quality Assurance) after the Agreement ends but only to the extent that it is relevant to the period during which the Agreement exists.

B18 Insurance

- B18.1 You must immediately take out adequate comprehensive insurance throughout the term of the agreement covering your practice or business.
- B18.2 You must make sure that all the insurance cover always remains in force for the term of the Agreement or so long thereafter as required for the purposes of the Agreement.

B19 Indemnity

- B19.1 You must indemnify us against all claims, damages, penalties or losses (including costs) which we incur as the result of:
- a) Your failing to comply with your obligations in the Agreement; or
 - b) Any act or omission by you or any person for whom you are responsible.

B20 Complaints

- B20.1 You must comply with any standards for the Health sector relating to complaints
- B20.2 If there is no such standard applicable to you, then you must implement a complaints procedure in accordance with the terms of the Agreement.

B21 Complaints Body

- B21.1 You must at all reasonable times co operate with any Complaints Body and comply with its reasonable requirements.
- B21.2 We will advise a Complaints Body of any complaints we receive about you if we believe it is appropriate to do so.
- B21.3 We will give you reasonable assistance when we can in respect of any complaints made to the Privacy Commissioner which involve both of us.

B22 Warranties

- B22.1 You warrant to us that:
- a) All material information given to us by you or on your behalf is correct; and
 - b) You are not aware of anything which might prevent you from carrying out your obligations under the Agreement.
- B22.2
- a) The above warranties will be deemed to be repeated on a daily basis from the date of the Agreement and,
 - b) Your must advise us immediately if at any time either of the warranties is untrue.

B23 Limitation of our Rights

B23.1 Our rights and the rights of others to:

- a) Access confidential information about any Service User; and
- b) Observe the provisions or delivery of the Services; and
- c) Interview or follow up Service Users and/or their families,

Must be either authorised by statute or by a code of practice under the Privacy Act 1993 covering health information held by health agencies or by the informed consent of each Service User concerned. The consents will normally be in writing.

DEALING WITH PROBLEMS**B24 Notification of Problems**

B24.1 You must advise us promptly in writing:

a) Of any:

- i. changes,
- ii. problems,
- iii. significant risks,
- iv. significant issues,

which materially reduce or affect your ability to provide the Services, or are most likely to do so, including those relating to:

- v. any premises used by you,
- vi. any equipment you are using,
- vii. your key personnel; or

- b) if you materially fail to comply with any of your obligations in the Agreement; or
- c) of any serious complaints or disputes which directly or indirectly relate to the provision of the Services; or
- d) of any issues concerning the Services that might have high media or public interest.

B24.2 We must discuss with each other possible ways of remedying the matters notified. Our discussion or attempted discussions will not however limit any of our rights under the Agreement.

B24.3 You must have in place realistic and reasonable risk management processes and contingency plans to enable you to continue to provide the Services on the occurrence of any of the matters in this clause B24.

B25 Uncontrollable Events**B25.1**

- a) For the purposes of this Clause B25 an “uncontrollable event” is an event which is beyond the reasonable control of us (“the person claiming”), or an event as set out in Clause B29.4.
- b) An uncontrollable event does not include:
 - i. any risks or event which the person claiming could have prevented or overcome by taking reasonable care including having in place a realistic and reasonable risk management process; or
 - ii. a lack of funds for any reason.

B25.2 The person claiming will not be in default under the terms of the Agreement if the default is caused by an uncontrollable event.

B25.3 The person claiming must:

- a) promptly give written notice to the other specifying:
 - i. the cause and extent of that person’s inability to perform any of the person’s obligations; and
 - ii. the likely duration of the non-performance;
- b) in the meantime take all reasonable steps to remedy or reduce the uncontrollable event.

B25.4 Neither of us is obliged to settle any strike, lock out or other industrial disturbance.

B25.5 Performance of any obligation affected by an uncontrollable event must be resumed as soon as reasonably possible after the uncontrollable event ends or its impact is reduced.

B25.6 If you are unable to provide the Services as the result of an uncontrollable event we may make alternative arrangements suitable to us for the supply of the Services during the period that you are unable to supply them after we consult with you.

B25.7 If either of us is unable to perform an obligation under the Agreement for 90 days because of an uncontrollable event, both of us must first Consult and decide to what extent if any the Agreement can be varied and to continue.

B25.8 If we cannot agree that the Agreement may continue, then either of us may cancel the Agreement after giving at least 14 days prior written notice.

B25.9 Clause B34.1 will apply to cancellation of the Agreement under this clause.

B26 We May Remedy Your Failure To Meet Your Obligations

B26.1 If you fail to carry out any of your obligations in the Agreement we may do so on your behalf at your expense and risk.

B26.2 We may do this without giving you notice where the circumstances reasonably require such action. Otherwise, we will give you 7 days notice in writing of our intention to act.

B26.3 All costs we incur in doing so, must be paid by you to us on demand or we may deduct them from moneys which we owe you.

B27 Public Statements, Issues and Advertising

B27.1

- a) Neither of us may directly or indirectly criticise the other publicly, without first fully discussing the matters of concern with the other.
- b) The discussion must be carried out in good faith and in a co-operative and constructive manner.
- c) Nothing in this clause prevents you from discussing any matters of concern with your people being your staff, subcontractors, agents or advisors.
- d) Nothing in this clause prevents you from discussing any matters of concern with our people being our staff, subcontractors, agents, advisers or persons to whom we are responsible
- e) If we are unable to resolve any differences then those differences may be referred by either of us to the Dispute Resolution process set out in clause B28.

B27.2 You may use our name or logo only with our prior written consent.

B27.3 The provisions of this clause B27 will remain in force after the Agreement ends.

B28 Dispute Resolution

B28.1 If either of us has any dispute with the other in connection with the Agreement, then:

- a) Both of us will use our best endeavours to settle the dispute or difference by agreement between us. Both of us must always act in good faith and co-operate with each other to resolve any disputes, and
- b) If the dispute or difference is not settled by agreement between us within 30 days, then, unless both of us agree otherwise:
 - i. full written particulars of the dispute must be promptly given to the other.
 - ii. The matter will be referred to mediation in accordance with the Health Sector Mediation and Arbitration Rules 1993 as amended or substituted from time to time. A copy of the Rules are available from the Ministry of Health.
- c) neither of us will initiate any litigation during the dispute resolution process outlined in paragraph b) above, unless proceedings are necessary for preserving the party's rights.
- d) both of us will continue to comply with all our obligations in the Agreement until the dispute is resolved but payments may be withheld to the extent that they are disputed.

B28.2 Clause B28.1 will not, however, apply to any dispute:

- a) concerning any renegotiation of any part of the Agreement,
- b) as to whether or not any person is an Eligible Person,
- c) directly or indirectly arising from any matter which has been referred to a Complaints Body unless the Complaints Body directs the matter to be resolved in accordance with clause B28.1.

B29 Variations to the Agreement

- B29.1 The Agreement may be varied by written agreement signed by both of us.
- B29.2 Where the Agreement is for a term exceeding 1 year, we both agree that the Agreement shall be reviewed annually.
- B29.3 Variation on requirement by Crown
- a) we may require you to vary the Agreement by written notice to you to comply with any requirement imposed on us by the Crown.
 - b) We will give you as much notice of the requirement and details of the proposed change as possible, to the extent that we are able to do so.
 - c) Both of us must Consult and decide to what extent if any the Agreement can be varied and continue on that basis.
 - d) If we cannot agree within 60 days, then either of us may cancel the Agreement after giving at least 30 days prior written notice.
 - e) You must continue to comply with your obligations under the existing Agreement until any variation of it takes effect.
- B29.4 The Agreement will be varied in the event of a disaster, local or national epidemic, emergency or war in accordance with our requirements but this clause is subject to clause B25.

B30 Our Liability

- B30.1 Except to the extent that we agree otherwise, we will not be liable to you for any claims, damages, penalties or losses (including costs) which you incur.

ENDING THE AGREEMENT**B31 Notice of Your Future Intentions**

- B31.1 Before the end of the Agreement you must give a minimum of 3 months notice if:
- a) you do not wish to enter into a new agreement with us when the Agreement ends; or
 - b) you wish to enter into a new agreement with us when the Agreement ends but on materially different terms.

This clause does not mean we must enter into a contract with you when the Agreement ends.

- B31.2 You must discuss with us your intentions before giving any notice under clause B31.1.
- B31.3 We must give you a minimum of 3 months notice if we do not intend to renew the Agreement, except where Management of Change Protocols may apply.

B32 Your Default and our Right to End the Agreement

B32.1 We may end the Agreement immediately by written notice to you on the occurrence of any of the following events:

- a) We have good reason to believe you are unable or will soon become unable to carry out all your material obligations under the Agreement.
 - i. We must, however, consult with you before ending the Agreement for this reason.
 - ii. If we believe the health or safety of any person or Population Served is at risk we may suspend your provision of the Services while we consult.
- b) You have failed to carry out any of your obligations in the Agreement; and
 - i. the failure is material; and
 - ii. it cannot be remedied
- c) if:
 - i. you are or adjudged bankrupt; or
 - ii. you are more than one person, if any of you are adjudged bankrupt; or
 - iii. you are a company and you are placed in receivership or liquidation.
- d) You have failed to carry out any of your obligations in the Agreement and the failure can be remedied by you but you fail to do so within 30 days of your receiving written notice of the default from us.
 - i. After 30 days from your receiving the notice, so long as the obligation still has not been met, we may instead of ending the Agreement;
 - ii. At any time vary or withdraw from coverage by this Agreement any of the Services in respect of which you have not met your obligation, either straight away or at any later date, and
 - iii. Cease payment for any of the services from the date of withdrawal.
 - iv. You have the same right and must follow the same procedure if we have not met any obligation and you wish to vary or withdraw any of the Services.
 - v. Any dispute regarding the withdrawal or variation of any of the Services under this paragraph d) must be resolved under clause B28.

B32.2 Nothing in clause B32.1 affects any other rights we may have against you in law of equity.

B33 Our Default and your Right to End the Agreement

B33.1 If we default on any payments which we are not entitled by the Agreement to withhold and we fail to remedy the default within 20 days of your giving us written notice of the default you may do any one or more of the following:

- a) cancel the agreement,
- b) seek specific performance of the Agreement,
- c) seek damages from us,
- d) seek penalty interest.

B34 Effect of Ending the Agreement

B34.1 Any cancellation of the Agreement will not affect:

- a) the rights or obligations of either of us which have arisen before the Agreement ends; or
- b) the operation of any clauses in the Agreement which are expressed or implied to have effect after it ends.

GENERAL**B35 Confidentiality**

B35.1

- a) except to the extent that these Standard Conditions provide otherwise, neither of us may disclose any Confidential Information to any other person.
- b) Both of us acknowledge that the Agreement, but not any Confidential Information, may be published publicly by us through any media including electronically via the Internet.

B35.2 Neither of us will disclose to any third party information which will identify any natural person (as defined in the Privacy Act 1993);

- a) without that person's informed consent; or
- b) unless authorised by statute, or by a Code of Practice under the Privacy Act 1993 covering Health Information held by Health Agencies.

B35.3. Clause B35.1 does not apply:

- a) to terms or information which are or become generally available to the public except as the result of a breach of clause B35.1; or
- b) to information which either party is required by law to supply to any person but only to the extent that the law required; or
- c) to terms or information disclosed to the professional advisers of either of us or to those involved in a Service User's clinical or care management where disclosure is reasonably necessary for the management; or
- d) to information which you are required by the Agreement to disclose or forward to any person.

B35.4 Nothing in clause B35.1 will prevent us from disclosing any terms or information in accordance with any Funding Agreement, or by direction or requirement from the Minister under the Act.

B35.5 Each of us will ensure all Confidential Information is kept secure and is subject to appropriate security and user authorisation procedures and audits.

B36 Governing Law

B36.1 The Agreement is governed by New Zealand law.

B37 Contracts (Privity) Act 1982

B37.1 No other third party may enforce any of the provisions in the Agreement.

B38 Waiver

B38.1 Any waiver by either of us must be in writing duly signed. Each waiver may be relied on for the specific purpose for which it is given.

B38.2 A failure of either one of us to exercise, or a delay by either one of us in exercising, any right given to it under the Agreement, does not mean that the right has been waived.

B39 Entire Agreement

B39.1 Each of us agree that the Agreement sets forth the entire agreement and understanding between both of us and supersedes all prior oral or written agreements or arrangements relating to its subject matter.

B40 Notices

B40.1 Any notice must be in writing and may be served personally or sent by security or registered mail or by facsimile transmission. All notices are to have endorsed on them the contract reference number given to the Agreement.

B40.2 Notices given:

- a) personally are served upon delivery;
- b) by post (other than airmail) are served three working days after posting;
- c) by airmail are served two days after posting
- d) by facsimile are served upon receipt of the correct answer back or receipt code.

B40.3 A notice may be given by an authorised officer, employee or agent of the party giving the notice.

B40.4 The address and facsimile number for each of us shall be as specified in the Agreement or such other address or number as is from time to time notified in writing to the other party.

B41 Relationship of Both of Us

B41.1 Nothing in the Agreement constitutes a partnership or joint venture between both of us or makes you an employee, agent or trustee of ourselves.

B42 Signing the Agreement

B42.1

- a) You must satisfy us that the Agreement has been properly signed by you and is a valid and enforceable agreement before we have any obligations to you under the Agreement.
- b) We may however waive all or part of this provision with or without conditions by us.

- B42.2 If the condition in clause B42.1 is not satisfied or waived by the Commencement Date or any later date we may avoid the Agreement by written notice to you.

B43 Partial Invalidity

B43.1

- a) If any provision in the Agreement is lawfully illegal, unenforceable or invalid, the determination will not affect the remainder of the Agreement which will remain in force.
- b) This clause does not affect any right of cancellation we may have in the Agreement.

GLOSSARY

B44 Definitions

B44.1 In the Agreement Terms given a meaning in the Glossary have that meaning where the context permits.

B44.2 In the Agreement

- a) "We", "us" and "our" means the District Health Board including its permitted consultants, subcontractors, agents, employees and assignees (as the context permits).
- b) "You" and "your" means the Provider named in this contract, including its permitted subcontractors, agents, employees and assignees (as the context permits).
- c) "Both of us", "each of us", "either of us" and "neither of us" refers to the parties.

B45 Interpretation

B45.1 In the Agreement

- a) A reference to a person includes any other entity or association recognised by law and the reverse;
- b) Words referring to the singular include the plural and the reverse;
- c) Any reference to any of the parties includes that parties' executors, administrators or permitted assigns, or if a company, its successors or permitted assigns or both;
- d) Everything expressed or implied in the Agreement which involves more than one person binds and benefits those people jointly and severally;
- e) Clause headings are for reference purposes only;
- f) A reference to a statute includes:
 - i. all regulations under that statute; and
 - ii. all amendments to that statute; and
 - iii. any statute substituting for it which incorporates any of its provisions.
- g) All periods of time or notice exclude the days on which they are given and include the days on which they expire;
- h) Working Days – anything required by the Agreement to be done on a day which is not a Working Day may be done on the next Working Day.

B46 Glossary Terms

<u>Expression</u>	<u>Meaning</u>
Act	The New Zealand Public Health & Disability Act 2000
Agreement	The agreement or arrangement between both of us for the provision of any Services and each schedule to that agreement or arrangement and these Standard Conditions of Contract
Audit	<p>Audit includes (without limitation) audit, inspection, evaluation or review of:</p> <ul style="list-style-type: none"> a) quality, b) service delivery c) performance requirements, d) organisational quality standards, e) information standards and, f) organisational reporting requirements, g) compliance with any of your obligations <p>in relation to the provision of the Services by you.</p>
Commencement Date	The date the Agreement comes into effect
Complaints Body	<p>Any organisation appointed:</p> <ul style="list-style-type: none"> a) under the Agreement; or b) by both of us by mutual agreement; or c) by a Health Professional Authority; or d) by law <p>to deal with complaints relating to the Services.</p>
Confidential Information	Any information disclosed either before or during the course of the Agreement, by us to you or vice versa that is agreed by both of us as being confidential and which may not be disclosed (subject to any law to the contrary) but excluding the terms of the Agreement.
Consult	<ul style="list-style-type: none"> a) Each of us must fully state our proposals and views to the other and carefully consider each response to them. b) Each of us must act in good faith and not predetermine any matter. c) Each of us must give the other adequate opportunity to consult any other interested party. <p>The obligation of either of us to Consult will be discharged if the other refuses or fails to Consult.</p>
Crown	The meaning given in the Act.

Eligible Person	<p>Any individual who:</p> <ul style="list-style-type: none"> a) is in need of the Services; and b) meets the essential eligibility criteria and other criteria, terms and conditions which, in accordance with any direction given under Section 32 of the Act or continued by Section 112(1) of the Act, or any other direction from the Minister, or the Funding Agreement, must be satisfied before that individual may receive any Services purchased by us. c) The Ministry of Health will determine if any individual is an Eligible Person if there is any dispute. <p>“Eligible People” has a corresponding meaning.</p>
End Date	The date the Agreement ends or is ended in accordance with the Agreement.
Funding Agreement	The relevant Crown funding agreement within the meaning of Section 10 of the Act, entered into by us.
Governmental Body	Includes any entity lawfully formed by, or in accordance with any direction of, the Crown or any Minister or officer of the Crown.
GST	Goods and Services Tax under the Goods and Services Tax Act 1985.
Health Professional Authority	Any authority or body that is empowered under and by virtue of any enactment of law, or the rules of any body or organisation, to exercise disciplinary powers in respect of any person who is involved in the supply of Health or Disability Services, or both.
Law	<p>Includes:</p> <ul style="list-style-type: none"> a) Any legislation, decree, judgement, order or by law; and b) Any rule, protocol, code of ethics or practice or conduct and other ethical or other standards guidelines and c) Requirements of any Health Professional Authority; and d) Any relevant standards of the New Zealand Standards Association; and e) Any future law.
Management of Change Protocols	Such protocols as may be agreed between us relating to the management of change.
Minister	The Minister of Health.
Ministry	The Ministry of Health (by whatever name known) and any other successor department of state and include the Minister of Health and the Director-General of Health and any of his her or their delegates.
Ministry of Health	Includes any of its legal successors.
DHB	The District Health Board

Our Objectives	<p>Include:</p> <ul style="list-style-type: none"> a) The objectives listed in Section 22 of the Act, and b) The objectives specified in our statement of intent (as defined in the Act). c) To meet the directions and requirements notified to us under the Act from time to time.
Person	Includes a corporation, incorporated society or other body corporate, firm, government authority, partnership, trust, joint venture, association, state or agency of a state, department of Ministry of Government and a body or other organisation, in each case whether or not having a separate legal identity.
Population Served	Means communities or targeted populations, including Eligible People, for whom Services are or may be provided.
Records	<p>Means without limitation:</p> <ul style="list-style-type: none"> a) All relevant written and electronically stored material; and b) Includes all relevant records and information held by you and your employees, subcontractors, agents and advisers.
Services	Health Services, or disability services or both as specified in the Agreement.
Service Users	Users of any of the Services.
Standard Conditions	These Standard Conditions of Contract.
Working Day	Any day on which Registered Banks are open for business in New Zealand, relative to your principal place of business.

C: PROVIDER QUALITY SPECIFICATIONS

INTRODUCTION

C1 Relationship Principles

C1.1 The following values will guide us in all our dealings with each other under the Agreement:

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

C2 Quality of Service

C2.1 These Provider Quality Specifications define the quality of service which consumers and populations served under the terms of this contract will receive. Provider quality requirements will in final form be described in three key levels.

- a) Health and Disability Sector Standards (H&DS Standards)
- b) Provider Quality Specifications (PQS)
- c) Service Specific Quality Specifications (SSQS)

C3 Health and Disability Sector Standards (H&Ds Standards)

C3.1 The Health and Disability Sector Standards (H&DS Standards) have been developed to replace several pieces of previous consumer safety legislation. Compliance with them will become mandatory when the Health and Disability Services (Safety) Bill is passed and fully implemented. At that stage compliance with the Standards will replace compliance with the regulations and statutes that apply to hospital in-patient and residential care services. As the standards are implemented the Provider Quality Specifications will be revised to those Standards, and to eliminate repetition.

C4 Provider Quality Specifications (PQS)

- C4.1 All providers are required to meet these Provider Quality Specifications (PQS). The PQS have been developed to ensure a common basis for quality among providers of similar services nationally. They focus on key processes and outcomes. The PQS apply to all services provided under the terms of this Contract.
- C4.2 These PQS include:
- a) specifications for all providers, (Sections C1 – C43 inclusive).
 - b) facility specifications only for providers who offer services to consumers within premises (C44 and C45).
- C4.3 The PQS may be supplemented in contracts by Service Specific Quality Specifications (SSQS) or by specific quality requirements in the Service Specification.

C5 Auditing and Reporting

- C5.1 We may, at any time, audit your service against an H&DS Standard (when implemented) or against a PQS or SSQS by asking you to demonstrate compliance with it. This is part of the Provider Quality Improvement Strategy, which may include regular, random and risk based auditing of services. The PQS and SSQS are not, at present, subject to regular reporting unless required elsewhere in the Agreement or as part of any specified Quality Improvement initiative. You are, however, invited to raise with us at any time any concerns you have about your ability to meet these PQS so corrective processes can be put in place. Please see also Clause C11, C12, C16, C17 and C18 of the Standard Conditions and the Schedule or Templates for Information Requirements

PROVIDER QUALITY SPECIFICATIONS**C6 PQS Apply to all Services**

- C6.1 You will operate all services covered in this Agreement according to these PQS. You will implement these requirements in a manner that is appropriate for your Organisation, taking into account:
- a) requirements of Government Māori Health Policy and Strategies,
 - b) identified needs of consumers, carers and families,
 - c) service goals and objectives,
 - d) parameters of activities,
 - e) management of risks,
 - f) any good practice guidelines endorsed by us and by the Ministry of Health,
 - g) professional standards and codes relevant to your service.

C7 Written Policy, Procedures, Programme, Protocol, Guideline, Information, System or Plan

- C7.1 Where, to meet a H&DS Standard or an PQS or SSQS, you need to develop a written policy, procedure, programme, protocol, guideline, information, system or plan etc, you will:
- a) develop such a document,

- b) demonstrate systems for reviewing and updating all such documents regularly and as required by current performance or risks,
- c) demonstrate implementation, through documentation supported as requested through interviews with staff, consumers, and Māori,
- d) Demonstrate that staff are adequately informed of the content and the intent of these written documents,
- e) provide us with a copy on request.

C8 All Staff Informed

C8.1 You will ensure that:

- a) these PQS are attached to each and every service specification contracted by us and delivered by you,
- b) employees and sub-contractors are aware of your and their responsibilities for these PQS and relevant Service Specifications as they relate to services provided.

REQUIREMENTS FOR MĀORI

Requirements for Māori, which reflect obligations contained in the Treaty of Waitangi, are specified here and elsewhere in this document.

C9 Services Meet Needs of Māori

C9.1 Your services will meet the diverse needs of Māori, and apply any strategy for Māori Health issued by the Minister.

C10 Māori Participation

C10.1 Māori participation will be integrated at all levels of strategic and service planning, development and implementation within your organisation at governance, management and service delivery levels.

This will include:

- a) consultation with, and involvement of, Māori ¹ in your strategic, operational and service processes,
- b) development of a monitoring strategy in partnership with Māori that reviews and evaluates whether Māori needs are being met by your organisation, including:
 - i. removal of barriers to accessing your services;
 - ii. facilitation of the involvement of Whānau and others;
 - iii. integration of Māori values and beliefs, and cultural practices;
 - iv. availability of Māori staff to reflect the consumer population
 - v. existence, knowledge and use of referral protocols with Māori service providers in your locality.

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

- c) Education and training of staff in Māori values and beliefs and cultural practices, and in the requirements of any Māori Health Strategy,
- d) Support and development of a Māori workforce

QUALITY MANAGEMENT

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

C11 Quality Plan

C11.1 You will have a written, implemented and at least annually reviewed Quality Plan designed to improve outcomes for consumers. This plan may be integrated into your business plan. It will describe how you manage the risks associated with the provision of services. The plan will outline a clear quality strategy and will identify the organisational arrangements to implement it. The plan will be of a size and scope appropriate to the size of your service, and will at least include:

- a) an explicit quality philosophy,
- b) clear quality objectives,
- c) commitment to meeting these and any other relevant Quality Specification and Standards, and guidelines for good practice as appropriate,
- d) quality improvement systems,
- e) written and implemented systems for monitoring and auditing compliance with your contractual requirements,
- f) designated organisational and staff responsibilities,
- g) processes for and evidence of consumer input into services and into development of the Quality Plan,
- h) processes for sound financial management,
- i) how you will address Māori issues including recognition of:
 - i. Māori participation with Strategic, Governance, Management and Service Delivery planning, implementation and review functions,
 - ii. Māori as a Government Health Gain priority area,
 - iii. The Pathways set out in any Māori Health Strategy issued by the Minister,
 - iv. Māori specific quality specifications,
 - v. Māori specific monitoring requirements,
 - vi. Māori service specific requirements.

C12 Employees Registration, Education and Training

C12.1 Employees will be, where relevant, registered with the appropriate statutory body, and will hold a current statutory certificate.

C12.2 Employees will have access to continuing education to support maintenance of professional registration and enhancement of service delivery/clinical practice, and to ensure practice is safe and reflects knowledge of recent developments in service delivery.

- C12.3 Your employment policies and practices will support professional career pathway development for Māori health workers; Māori service advisory positions; Māori change management positions, and the recruitment and retention of Māori employees at all levels of the organisation to reflect the consumer population.

C13 Training and Supervision of Assistants and Volunteers.

- C13.1 Assistants, volunteers and other relevant support employees will receive training to enable them to provide services safely, and will work only under the supervision and direction of appropriately qualified staff.

C14 Supervision of Trainees.

- C14.1 Trainees will be identified and will provide services only under the supervision and direction of appropriately qualified staff.

C15 Performance Management

- C15.1 You will have in place a system of performance management for all employees.

C16 Clinical Audit

- C16.1 You will have in place clinical audit/peer review processes that incorporate input from relevant health professionals from all services.

C17 Access

- C17.1 All eligible people will have fair, reasonable and timely access to effective services within the terms of this agreement. You will define and apply criteria for providing services, including any priority or eligibility criteria agreed between us. You will manage access to services within available resources and according to those criteria. You will maintain records of people who receive services and those who do not, and the criteria by which these decisions are made.

C18 Service Information

- C18.1 Potential and current consumers, and referrers, will have access to appropriately presented information in order for eligible people to access your services. This information may be in the form of a brochure and will include at least:

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

This information will be presented in a manner appropriate to the communication needs of

consumers and communities.

C19 Support for Māori

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

ACCEPTABILITY

C20 Consumer Rights

C20.1 Each consumer will receive services in a manner that complies with the Health and Disability Commissioner Act 1994, and with all aspects of the Health and Disability Commissioner (Code of Health and Disability Services Consumers' Rights) Regulations 1996 (H&DC Code). This will include provision for the:

- a) right to be treated with respect for person, privacy and culture,
- b) freedom from discrimination, coercion, harassment, and exploitation,
- c) right to dignity and independence,
- d) right to services of an appropriate standard including legal, professional, ethical,
- e) right to effective communication,
- f) right to be fully informed,
- g) right to make an informed choice and give informed consent,
- h) right to support person present,
- i) rights in respect of teaching or research,
- j) right to complain,

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

C21 Confidentiality

C21.1 You will disclose information about consumers to any third party only:

- a) with the person's informed consent or,
- b) in accordance with the Health Information Privacy Code,
- c) to assist in effective service provision and achieving positive outcomes for the consumer.

C22 Cultural Values

C22.1 You will deliver services in a culturally appropriate and competent manner, ensuring that the integrity of each consumer's culture is acknowledged and respected. You will take account of the particular needs within the community served in order that there are no barriers to access or communication, and that your services are safe for all people. You will include significant local or service specific ethnic and other cultural groups in assessing satisfaction with services.

- C22.2 You will incorporate Māori principles/tikanga into your organisation. These may be explained in the following ways:

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

C23 Consumer Advocates

- C23.1 You will inform consumers and staff, in a manner appropriate to their communication needs, of their right to have an advocate, including to support the resolution of any complaint. You will allow advocates reasonable access to facilities, consumers, employees and information to enable them to carry out their role as an advocate. You will know of and be able to facilitate access to a Māori advocate for consumers who require this service.

C24 Consumer/Family/Whānau and Referrer Input

- C24.1 You will regularly offer consumers/families/whānau and referrers the opportunity to provide feedback as a means of improving the outcomes for consumers. When you obtain feedback from consumers by means of written surveys, you will comply with the Ministry of Health Guidelines for Consumer Surveys. Consumer input will be reflected in the maintenance and improvement of quality of service, both for the individual consumer and across the service as a whole. You will actively seek feedback from Māori by appropriate methods to improve

organisation responsiveness to Māori. When requested you will make available to us the results of such surveys.

C25 Community Involvement

- C25.1 You will have in place and follow active processes for consulting with the local community in matters affecting them such as service location and building programmes.

C26 Complaints Procedure

- C26.1 You will enable consumers/families/whānau and other people to make complaints through a written and implemented procedure for the identification and management of Complaints. This procedure will meet the H&DC Code requirements and will also ensure that:
- a) the complaints procedure itself is made known to and easily understandable by consumers,
 - b) all parties have the right to be heard,
 - c) the person handling the complaint is impartial and acts fairly,
 - d) complaints are handled at the level appropriate to the complexity or gravity of the complaint,
 - e) any corrective action required following a complaint is undertaken,
 - f) it sets out the various complaints bodies to whom complaints may be made and the process for doing so. Consumers will further be advised of their right to direct their complaint to the H&D Commissioner and any other relevant complaints body, particularly in the event of non-resolution of a complaint,
 - g) complaints are handled sensitively with due consideration of cultural or other values,
 - h) Māori consumers and their whānau will have access to a Māori advocate to support them during the complaints process,
 - i) consumers who complain, or on whose behalf families/whānau complain, shall continue to receive services which meet all contractual requirements,
 - j) complaints are regularly monitored by the management of the service and trends identified in order to improve service delivery,
 - k) it is consistent with any complaints policy as we may notify from time to time.

C27 Personnel Identification

- C27.1 Employees, volunteers, students or sub-contractors undertaking or observing service delivery will identify themselves to all consumers and family/whānau.

C28 Ethical Review

- C28.1 If you conduct research and innovative procedures or treatments you will have written and implemented policies and procedures for seeking ethical review and advice from a Health and Disability Ethics Committee in accordance with the current "National Standard for Ethics Committees" (or any replacement publication). You will consult with and receive approval from Māori for any research or innovative procedures or treatments which will impact on Māori.

SAFETY AND EFFICIENCY**C29 General Safety Obligation**

- C29.1 You will protect consumers, visitors and staff from exposure to avoidable/preventable risk and harm.

C30 Risk Management

- C30.1 You will have in place well developed processes for:
- a) identifying key risks including risks to health and safety,
 - b) evaluating and prioritising those risks based on their severity, the effectiveness of any controls you have and the probability of occurrence,
 - c) dealing with those risks and where possible reducing them.

C31 Equipment Maintained

- C31.1 You will ensure that equipment used is safe and maintained to comply with safety and use standards.

C32 Infection Control/Environmental and Hygiene Management

- C32.1 You will safeguard consumers, staff and visitors from infection. You will have written, implemented and regularly reviewed environmental and hygiene management/infection control policies and procedures which minimise the likelihood of adverse health outcomes arising from infection for consumers, staff and visitors. These will meet any relevant profession-specific requirements and the requirements of the Standard Universal Precautions Guidelines. They will include definitions and will clearly outline the responsibilities of all employees, including immediate action, reporting, monitoring, corrective action, and staff training to meet these responsibilities.

C33 Security

- C33.1 You will safeguard consumers, employees and visitors from intrusion and associated risks. You will have written, implemented and reviewed policies and practices relating to security to ensure that buildings, equipment and drugs are secure.

C34 Management of Internal Emergencies and External Disasters

- C34.1 You will have written, implemented and reviewed contingency management policies and procedures that minimise the adverse impact of internal emergencies and external or environmental disasters on your consumer, staff and visitors. The policies and procedures will include the processes for working with the organisations who have responsibility for co-ordinating internal and external (environmental) disaster services. These policies and procedures will be linked to your risk management processes.

C35 Incident and Accident Management

- C35.1 You will safeguard consumers, staff and visitors from untoward risk arising from avoidable incidents, accidents and hazards. You will have written, implemented and reviewed incident, accident and hazard management policies and procedures which assist in managing safety

and risk. These will include definitions of incidents and accidents and will clearly outline the responsibilities of all employees, including:

- a) taking immediate action,
- b) reporting, monitoring and corrective action to minimise incidents, accidents and hazards, and improve safety,
- c) debriefing and staff support as necessary.

C36 Prevention of Abuse and/or Neglect

- C36.1 You will safeguard consumers, staff and visitors from abuse, including physical, mental, emotional, financial and sexual maltreatment or neglect. You will have written, implemented and reviewed policy and procedures on preventing, detecting and removing abuse and/or neglect. These will include definitions of abuse and neglect and will clearly outline the responsibilities of all staff who suspect actual or potential abuse, including immediate action, reporting, monitoring and corrective action. You will ensure that relevant employees are able to participate in family, inter-agency or court proceedings to address specific cases of abuse and neglect. These procedures will also include reference to the Complaints Procedure.

EFFECTIVENESS

C37 Entry to Service

- C37.1 You will manage consumer entry to your service in a timely, equitable and efficient manner, to meet assessed need.

C38 Plan of Care/Service Plan

- C38.1 You will develop for each consumer a written, up to date plan of care/service plan and/or record of treatment which:
- a) is based on assessment of his/her individual needs, including cultural needs,
 - b) includes consultation with the consumer, and,
 - c) where appropriate, and with the consent of the consumer, includes consultation with the consumer's family/whānau and/or caregivers,
 - d) contains detail appropriate to the impact of the service on the consumer,
 - e) facilitates the achievement of appropriate outcomes as defined with the consumer,
 - f) includes plans for discharge/transfer,
 - g) provides for referral to and co-ordination with other medical services and links with community, iwi, Māori and other services as necessary.

C39 Service Provision

- C39.1 You will deliver to consumers services that meet their individual assessed needs, reflect current good practice, and are co-ordinated to minimise potentially harmful breaks in provision.

C40 Planning Discharge from the Service or Transfer between Services

C40.1 You will collaborate with other services to ensure consumers access all necessary services. When a consumer is transferred or discharged from your services and accesses other appropriate services they will do so without avoidable delay or interruption. You will have written, implemented and reviewed policies and procedures for planning discharge/exit/transfer from your services. These will facilitate appropriate outcomes as defined with the consumer. The policies and procedures will include:

- a) defined employees' responsibilities for discharge planning,
- b) incorporating discharge planning into the consumer's plan of care/service plan, where appropriate from or before admission,
- c) full involvement of the consumer in planning discharge,
- d) involvement of family/whānau, including advising them of discharge, as appropriate,
- e) assessment and management of any risks associated with the discharge,
- f) informing the consumer on their condition, possible future course of this, any risks, emergency contacts, and how to access future treatment, care or support services,
- g) where appropriate involving the original referrer and the health professional having ongoing responsibility for the consumer in planning discharge and informing them of confirmed discharge arrangements,
- h) a process for monitoring that discharge planning does take place, which includes assessment of the effectiveness of the discharge planning programme.

C41 Where Services are Declined

C41.1 You will have written and implemented policies and procedures to manage the immediate safety of the consumer for whom entry to the service is declined and, where necessary the safety of their immediate family/whānau and the wider community. These include:

C41.2

- a) applying agreed criteria for providing services,
- b) ensuring all diagnostic steps have been taken to identify serious problems which may require your service,
- c) advising the consumer and/or their family/whānau of appropriate alternative services,
- d) where appropriate advising the family/whānau or other current services that you have declined service,
- e) recording that entry has been declined, giving reasons and other relevant information,
- f) having in place processes for providing this information to us.

C42 Death/Tangihanga

C42.1 You will have written and implemented policies and procedures to follow in the event of a death including:

- a) immediate action including first aid, calling appropriate emergency services,
- b) appropriate and culturally sensitive procedures for notification of next of kin,

- c) any necessary certification and documentation including notifying us or the Ministry of Health if required in the Service Specifications,
- d) appropriate and culturally competent arrangements, particularly to meet the special needs of Māori, are taken into account in the care of the deceased, until responsibility is accepted by the family or a duly authorised person.

C43 Health Education, Disease Prevention and Health Advice/Counselling

- C43.1 You will incorporate within your services, where appropriate, an emphasis on health education, disease prevention and health advice/counselling, and support the goals of The Ministry of Health Strategy "Strengthening Public Health Action" June 1997 or subsequent publications.

FACILITIES**C44 Accessible**

- C44.1 You will support consumers in accessing your services by the physical design of your facilities. You will make specific provision for consumers with a mobility, sensory or communication disability available and known to consumer. You will make services available to deaf people through the provision of interpreters and devices to assist communication.

C45 Facilities, Maintained

- C45.1 You will provide services from safe, well-designed, well-equipped, hygienic and well-maintained premises.

D: STANDARD INFORMATION SPECIFICATION

REPORTING REQUIREMENTS

D1 Information to be reported to the MoH

- D1.1 Unless stated otherwise in the Service Schedule, information to be provided to us is to be provided at three monthly intervals in accordance with the timetable below. Where the Agreement begins or ends part way through a quarter, the report will be for that part of the quarter which falls within the term of the Agreement.

Any delays will be notified to The Monitoring Team (see below for details).

D2 Reporting Requirement Timetable

Quarters for Reporting	Due Date
1 January to 31 March	20 April
1 April to 30 June	20 July
1 July to 30 September	20 October
1 October to 31 December	20 January

D3 Forwarding your Completed Report

You shall forward your completed Performance Monitoring Returns to:

The Performance Reporting Team
Sector Services
Ministry of Health
Private Bag 1942
DUNEDIN 9054

Email performance_reporting@health.govt.nz

PART 3: SERVICE SCHEDULES

3.01 INTRODUCTION

- 3.01.1** This Part 3 contains each of the Service Schedules listed in the Head Agreement (Agreement Summary).
- 3.01.2** Each of the Service Schedules in Part 3 form part of the Agreement between us as defined in the Head Agreement or in a subsequent Variation to the Head Agreement, as applicable.
- 3.01.3** Each Service Schedule contains the Service Specifications and Provider Specific Terms and Conditions associated with the Service.
- 3.01.4** The Service Specification described the service, and set up quality and information reporting requirements additional to those specified in Part 2 (the General Terms). Note that nationally standard service descriptions may contain details (particularly Purchase Units and Reporting Requirements) which do not apply to all contracts.
- 3.01.5** The Provider Specific Terms and Conditions detail those elements of the Agreement that are unique to you. This will include payment terms, the term of the Service Schedule, and any details which differ from Part 2 (the General Terms) and/or standard Service Specification/s (including detailed clarification of any parts of the nationally standard service description which do not apply to your contract, and a full list of relevant purchase units, volumes, prices and reporting requirements).

CONTENTS OF EACH SERVICE SCHEDULE WITHIN PART 3

3.02 Service Specifications

- 3.02.1** Standard national specifications (note this may not be physically contained in the contract but will be made available for Providers in electronic and hardcopy editions for distribution within their organisations).

a) Additional specifications (if appropriate).

3.02.2 Provider Specific Terms and Conditions

- a) Introduction
- b) Details of all Volumes and Prices which apply to this Service Schedule
- c) Reporting Requirements
- d) Payment Details
- e) Detail of Changes to standard documents
- i. Summary of changes to the General Terms (if any)
- ii. Summary of additional service specifications (if any)
- iii. Summary of changes from standard service specification (if any)

E: PROVIDER SPECIFIC TERMS AND CONDITIONS

INTRODUCTION

E1 Service Details

It is agreed that the following details apply to this Service Schedule.

Legal Entity Name	Te Whānau O Waipareira Trust
Legal Entity Number	432960
Agreement Number	372953 / 00
Agreement Commencement Date	1 November 2021
Agreement End Date	31 January 2022

E2 Standard Documentation

It is agreed that the Service Schedule includes the standard documentation in Part 2 (the General Terms), and the standard service specifications included in this Service Schedule, as amended by any changes (if any) identified below.

It is agreed that the services will be paid for in accordance with the details given in the Payment Details below.

E3 Details of all Purchase Units which apply to this Service Schedule

Purchase Unit (PU ID)	Total Price excl. GST	GST Rate (%)	Payment Type
MAOR1901 Pilot - Whānau HQ Māori Service	9(2)(b)(ii)	15	CMS
Total price for the Service Schedule			

PAYMENT DETAILS

E4 Price

The price we will pay for the Service you provide is specified above. Note that all prices are exclusive of GST.

E5 Invoicing

We will pay you on the dates set out in the Payment Schedule below for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- a) provider name (legal entity name)

- b) provider number (legal entity number)
- c) provider invoice number
- d) agreement number
- e) purchase unit number or a description of the service being provided
- f) date the invoice is due to be paid/date payment expected
- g) dollar amount to be paid
- h) period the service was provided
- i) volume, if applicable
- j) GST rate
- k) GST number
- l) full name of funder

If we do not receive an invoice from you by the date specified in the payment schedule below, then we will pay you within 20 days after we receive the invoice.

E6 Invoicing Address

Send invoices to:

providerinvoices@health.govt.nz

or post to:

Provider Payments
Ministry of Health
Private Bag 1942
Dunedin 9054

E7 Payment Schedule

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
20 December 2021	30 November 2021	November 2021
20 January 2022	31 December 2021	December 2021
21 February 2022	31 January 2022	January 2022

E8 Health Emergency Planning

- a) You must develop a Health Emergency Plan to ensure that your clients/patients and staff are provided for during a Health Emergency and ensure that this is reviewed periodically to maintain currency.
- b) The plan must identify your response to a worst case scenario pandemic event (40% of the population affected with 2% death rate).
- c) A copy of the plan shall be made available to the DHB on request and will be consistent with the DHB's pandemic and emergency plans (available from the DHB).
- d) When requested by the DHB you will be involved in processes to ensure that emergency responses are integrated, coordinated and exercised. The level of participation required will be reflective of the nature of the services you provide and the expected roles and services in an emergency situation.

E9 Smokefree Clause for all NGO Contracts

The Provider is required to have a comprehensive Smokefree and Vaping Policy applying to all staff, patients/clients, families/Whānau and visitors, facilities and vehicles. This is to ensure provision of a smokefree environment for all staff, patients, family/Whānau and visitors. This policy must comply with the Smokefree Environments and Regulated Products Act 1990 (which regulates tobacco, vaping and smokeless tobacco products in New Zealand) and its amendments, the Health and Safety in Employment Act 1992 and its amendments.

The provider is to ensure that all registered health professionals employed in this service have completed smoking cessation training, at a minimum the Ministry of Health – Better Help for Smokers to Quit e-learning which is available on <https://nts.org.nz/abc-e-learning>

At the completion of this training registered health professionals can become Quit Card providers.

Providers may access sample policies, information about resources and training from <http://www.waitematahnb.govt.nz/health-professionals/smokefree-environments>

E10 Children's Act 2014

According to section 15 of the Children's Act 2014², children's services cover the following:

- services provided to one or more children
- services to adults in respect of one or more children

NB At a future date, the scope of children's services can be expanded by regulations. Expansion may include services to adults which could significantly affect the well-being of children in that household.

Child Protection Policy

If you provide children's services as per section 15 of the Children's Act 2014 you will adopt a child protection policy as soon as practicable and review the policy within three years from the date of its adoption or most recent review. Thereafter, you will review the policy at least every three years. In accordance with the requirements set out in section 19(a) and (b) of the Children's Act 2014, your child protection policy must apply to the provision of children's services (as defined in section 15 of the Act), must be written and must contain provisions on the identification and reporting of child abuse and neglect in accordance with section 15 of the Oranga Tamariki Act 1989.

Worker Safety Checks

If you have workers that provide children's services, the safety check requirements under the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015 will need to be complied with.³

E11 Healthy Food and Beverage Environments Contract Clause

DHBs believe all Providers of healthcare services have a role in promoting the health and wellbeing of their clients/service users/patients⁴, staff and visitors to their service/s by supporting them to make healthy food and beverage choices. From January 2017, you were expected to have a Healthy Food and Drink Policy covering all foods and beverages sold on site/s, and provided by your organisation to clients/service users/patients³, staff and visitors under your jurisdiction. Foods and beverages on offer for clients/service users/patients³, staff and visitors should align with the National Healthy Food and Drink Policy, which reflects the Ministry of Health's Eating and Activity Guidelines for New Zealand Adults. Your policy should consider the following principles, taking into account culturally appropriate

² <http://www.legislation.govt.nz/act/public/2014/0040/latest/DLM5501618.html>

³ <http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482241.html>

⁴ Note: the policy excludes inpatient meal services and Meals on Wheels are excluded

approaches to food and food preparation as pertinent to your organisation and the diversity amongst your clients/services users/patients, staff and visitors:

- 1) Offer a variety of foods from the four food groups including:
 - Plenty of vegetables and fruit
 - Grain foods, mostly whole grain and those naturally high in fibre
 - Some milk and milk products, mostly low and reduced fat
 - Some legumes, nuts, seeds, fish and other seafood, eggs, poultry (e.g. chicken) and/or red meat with the fat removed.
- 2) Food should be mostly prepared with, or contain minimal saturated fat, salt (sodium) and added sugar, and should be mostly whole or less processed.
 - Some foods containing moderate amounts of saturated fat, salt and/or added sugar may be available in small portions (e.g. some baked or frozen goods).
 - No confectionery (e.g. sweets and chocolate)
 - No deep-fried foods
- 3) The cold beverages available across all health provider settings will predominantly be plain water and unflavoured milk
 - The availability and portion sizes of artificially sweetened beverages, and no-added-sugar juices should be limited
 - Providers of healthcare services should not sell or provide sugar sweetened beverages⁵ on their site/s.

A template to support the development of your policy is available at:

<https://www.health.govt.nz/publication/healthy-food-and-drink-policy-organisations>

⁵ "Any beverage that contains added caloric sweetener, usually sugar. The main categories of sugary drinks include soft-drinks/fizzy-drinks, sachet mixes, fruit drinks, cordials, flavoured milks, flavoured waters, cold teas/coffees, and energy/sports drinks" – New Zealand Beverage Guidance Panel

F: SERVICE SPECIFICATION

1. Background

- 1.1 The Whānau HQ model of care sits across primary, community and secondary care. A whānau centric delivery of continuity of care is to be provided, ensuring whānau are provided with a service they are able to trust to meet their needs. This will help safely reduce the burden on hospitals and minimise the negative impacts of COVID-19.
- 1.2 It is important that whānau are provided with effective communication to support their decision making around isolating at home or deciding to isolate in an Managed Isolation and Quarantine facility (MIQ may be helpful for those in larger households or for vulnerable whānau members, to reduce the risk of COVID-19 spreading).
- 1.3 As case numbers scale up, there is an increasing need to focus on saving lives and providing social support alongside managing public health risks and minimising spread. There are still widespread inequities for Māori and Pacific, with disparity in COVID-19 vaccination delivery, higher rates of disease, complications, and death. An equity based approach is paramount within Whānau HQ, service delivery expectations are:
 - embed Te Tiriti in the response
 - support Māori led teams to deliver the initial engagement with Māori
 - support end-to-end services, care coordination, and wrap-around support
 - promote 'legacy services' to ensure whānau accessing care and support pathways wherever possible¹
 - design system enablers to drive equity for priority populations in the response.

2. Services

- 2.1 The provider agrees to provide a pilot Whānau HQ service to whānau/families, their household or bubble who test positive for COVID-19. The service is primarily intended for whānau Māori, however, services may also be provided to people of other ethnicities.

3. Minimum Service Requirements

- 3.1 The Provider will be responsible, with support from the Māori Regional Co-ordination Hub, for people who test positive for COVID-19 and their household or bubble in a way that saves lives, manages public health risks and reduces any impacts on their individual and household health and welfare.
- 3.2 The Provider will deliver the following services.

a) Clinical Needs

Clinical assessment, care, advice and support **7 days per week**, for a COVID-19 positive person, and their household contacts.

¹ 'Legacy services' are designed to alleviate and address the negative impacts that Covid-19 and long-standing health inequities have had on vulnerable populations, particularly for Māori and Pacific.

- Telephone consultations and assessments daily or alternate day COVID-19 monitoring
- In-person assessments when required
 - staff will be competent in donning and doffing PPE
 - staff will be competent in COVID-19 swabbing
 - staff will be competent in and have access to relevant equipment to conduct respiratory and cardiovascular assessment including pulse oximetry, auscultation of heart and lungs, temperature, BP
- Able to manage long term conditions including diabetes, asthma, Chronic obstructive pulmonary disease (COPD)
- Able to prescribe and dispense medications for managing COVID-19 illness and long term conditions
- Referral to relevant specialists or emergency services when required including ambulance, Emergency Department, Multi-disciplinary Teams, Hospital-in-the-Home services, welfare and social support services
- Staff competent and authorised to vaccinate COVID-19 and preferably regular immunisation schedule (including MMR, HPV, childhood vaccines, fluarix)
- Staff authorised and trained to use CCCM.

b) Social and welfare needs

The provider will help COVID-19 positive cases and their household bubble to access social and welfare support.

4. Reference documents

- 4.1 The Provider will plan, set up and deliver the Services in accordance with any COVID-19 Vaccine policies, guidelines or procedures issued by the DHB, NRHCC or Ministry of Health

5. Staff

- 5.1 A multi-disciplinary team will deliver both the clinical and non-clinical components of the service. The Provider will ensure all persons involved in the delivery of the service have the appropriate skills, training, experience and necessary supervision, as is required. The list below outlines roles that may be funded under this Agreement:

Role	Week day rates (per hour excl GST)	Weekend/Public holiday rates (per hour excl GST)	Public Holiday rates (per hour excl GST)
General Practitioner		9(2)(b)(ii)	
Registered Nurse			
Community Outreach			

6. Payment

- 6.1 The maximum funding allocated under this Agreement is **9(2)(b)(ii)** excluding GST for the term of this Agreement.
- 6.2 This payment is for the provision of the Te Whānau O Waipareira Pilot Whānau HQ services at the request of the Northern Region Health Co-ordination Centre, and payment will be made on actual costs incurred by Te Whānau O Waipareira.
- 6.3 The funding allocated in this Agreement is to cover the cost of:

- **staff costs**, provided that staffing costs are not covered by any alternative source/s of health or non-health government funding; and

- **overheads** at 15% of the total actual cost

7. Invoice

- 7.1 The provider may invoice up to a maximum of **9(2)(b)(ii)** based on actual expenditure incurred. An invoice template will be provided.

8. Reporting requirements

- 8.1 Please use the attached reporting template to provide information about the activity completed for this Agreement.

Please send completed reports and workforce information to:

Scott Abbot
Portfolio Manager Māori Health Gain
Waitematā District Health Board
Email: Scott.Abbot@waitemataadhb.govt.nz

9. COVID-19 Funding – Requirements, Review/Audit and Recovery

- 9.1 This Agreement includes funding which has been allocated specifically for the provision of services during the COVID-19 pandemic.
- 9.2 The Provider acknowledges that:
- a) the Director-General of Health has notified the DHB that double funding of services, resources, activities and/or costs during the COVID-19 pandemic will not be tolerated and indicated that any such double funding should lead to suspension of a contract; and
 - b) the Provider must not be a party to any agreement or arrangement that results in the DHB or the government effectively having to pay more than once for the provision of the same services, resources, activities and/or costs (in part or in whole).
- 9.3 The Provider warrants that the fees specified in this agreement are a fair and reasonable estimation of the additional costs required to meet the delivery of the Services and that no cost already recovered under another agreement or arrangement funded by the DHB or government is included (in part or in whole).
- 9.4 The Provider agrees that the DHB may undertake a review or financial audit at any time to ensure that the requirements of clause 9.3 are met, that is to ensure that double funding has not occurred and that the Provider has not been advantaged and recovered from this Agreement excessive funding. When determining whether double funding has occurred, the DHB will look at all government funding sources, including (without limitation) funding from the DHB, funding from other DHBs and non DHB funding (e.g. ACC funding and COVID-19 related government welfare and emergency funding).
- 9.5 Should the DHB determine after a review or audit, that the Provider has been double funded or has recovered from this Agreement excessive funding, that excess may be recovered by the DHB as a debt due. Without limiting any other rights, the DHB may have, the DHB may also elect to suspend or terminate the Agreement with immediate effect.

10. RECOVERY OF FUNDING

- 10.1 In addition to our rights under this agreement, Waitematā District Health Board may recover a proportion of the Agreement Price in the event Waitematā District Health Board determine that the Service Provider, for whatever reason;

- does not provide the deliverables as outlined in this contract
- has accrued any underspend at the end of the contract period

The Recoverable Portion will be set by the Funding and Planning Team

- after discussion between both parties
- or having regard to the extent of the delivery failure or, as the case requires the quantity or quality of the service delivery not provided
- having regard to what the Funding and Planning Team considers to be fair and reasonable.

Proactively released

Whānau HQ Māori		
Area	Report for (Month) 2022	Total number by month
Cases and households	Total number of cases did you manage and work with	
	Total number of households	
	Summarise for the month the total number by age, gender, ethnicity	
	Number of cases/households that required language translation or interpreter support	
Clinical Assessments	Number of clinical assessments completed	
	Number of telephone calls	
	Number of home visits	
Enrolments	Number of patients seen who were not enrolled in general practice	
	Number of patients who agreed to be enrolled with a general practice	
Covid vaccinations	Number and % of cases that were Covid vaccinated/ Total number of cases	
	Number and % of household contacts that were Covid vaccinated/ Total number of household contacts	
Referrals	Number of referrals to health related services	
	Number of referrals to social service agencies	
	Number of referrals to mental health providers	
	Number of referral to any other agencies/organisations not listed above	

Workforce	How many FTE (include their roles) delivered the service	
Narrative	When delivering this service, were there any issues, challenges, opportunities you would like us to know about?	

Proactively released

20 August 2023

Maria Halligan
Te Whānau o Waipareira Trust
6 Pioneer Street
Henderson
Auckland 0612

Tēnā koe Maria,

Agreement Number: 372953-04

Re: Variation to Agreement for the provision of Whānau HQ Services – Waitematā District

1. Background

On 1 November 2021 Te Whatu Ora Health New Zealand (Waitematā) and Te Whānau o Waipareira Trust (the Provider), collectively known as the Parties, entered into an agreement for the delivery of Whānau HQ Services (the Agreement).

- 1.1 This is the 04 Variation to the Agreement.
- 1.2 The purpose of the Variation is to add a new term to the Agreement, add a funding allocation to the Agreement (specific to the new term), and update the Provider Specific Terms and Conditions of the Agreement (Appendix 1).
- 1.3 The Parties agree that this Variation shall be effective on and from 1 July 2023 (Effective Date) and will expire on 30 September 2023. Specific details of the Variation are set out in clause 2 below.

2. This Variation

- 2.1 On and from the Effective Date the terms set out in the Agreement are varied as follows:
 - a) extension of the Agreement to 30 September 2023. This provides a new term from 1 July 2023 to 30 September 2023.
 - b) additional funding of **9(2)(b)(ii)** (GST exclusive) is added to the Agreement for the purpose of funding activity during the new term.
 - c) the maximum funding allocation for the new term is set out in the Pricing Schedule and Invoicing Arrangements.
 - d) updated Additional Provider Specific Terms and Conditions are set out below.
 - e) the Parties agree that Surge Fund clauses 4.4, 4.4.1. and 4.4.2., and references to surge staffing do not apply to the Agreement.
 - f) both agree that clauses B31.1, B31.2, and B31.3 for Ending the Agreement do not apply to the Agreement.

3. Remainder of the Agreement

- 3.1 The remaining terms and conditions of the Agreement are confirmed in all respects.

4. Term of this Variation and Renewal

- 4.1 The Term of this Variation is 1 July 2023 to 30 September 2023.
- 4.2 Te Whatu Ora Health New Zealand (Waitematā) does not undertake to enter into any further agreement with you for the provision of the Services or provide any further funding for the Services after 30 September 2023, and you acknowledge and agree that you have no expectation that we will do so.

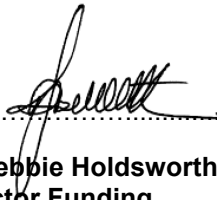
5. Maximum Funding

- 5.1 The maximum amount of funding for this Variation is **9(2)(b)(ii)** (GST exclusive) and will not be exceeded.

Signatures

Please confirm your acceptance of the Variation by signing below.

Te Whatu Ora Health New Zealand (Waitematā)



Dr Debbie Holdsworth
Director Funding

11 September 2023

Date

Provider to sign and date

By signing below, you acknowledge that you have read and understood the terms and conditions set out in this Letter of Variation and agree to be bound by them.

Te Whānau o Waipareira Trust

Signature

Date

Authorised Signatory Name

Position

Appendix 1. Provider Specific Terms and Conditions**1. Pricing Schedule**

- 1.1 The maximum amount of funding is intended to cover FTE and non-FTE costs. The non-FTE amount is 15% of the invoiced FTE cost for each month. The total amount claimed by the Provider for this Service cannot exceed the Maximum Funding. The funding amount is payable as follows:

Purchase Unit	Description	Purchase Method	Maximum Price (excl. GST)
MAOR1901 Covid-19 Māori Health Support	COVID-Māori Whanau HQ Services (Care in the Community)	Capacity Monthly invoice template must be submitted	9(2)(b)(ii)
Total			

- 1.2 Roles, rates for weekdays, weekends and holidays, and indicative FTE volumes are provided below for the FTE costs covered by this Variation:

Role	Rates	Rates	Rates	Indicative FTE (per week)
	Weekday	Weekend	Public Holiday	
General Practitioner	9(2)(b)(ii)			
Registered Nurse				
Hauora Coordinator				
Health Care Assistant				
Administrator				
Total				1.38

- 1.3 A monthly invoice must be submitted based on the actual workforce and hours worked by each role and match the rates above.

2. Invoicing Arrangements

- 2.1 Invoicing is based on:

- 2.1.1 actual volumes of hours for each role, at the agreed rates above, (FTE costs), and
- 2.1.2 non-FTE costs invoiced at 15% of the total 1.38 FTE costs for the same month
- 2.1.3 The only exception to this is where providers are working in an integrated way to deliver COVID-19 services as agreed in writing. Where this is the case, we expect any shared costs across COVID-19 services to be claimed against the vaccination contract.
- 2.2 Provided that the total amount invoiced does not exceed the maximum contract value set out in this Variation
- 2.3 Invoices must be supported by the completion of an invoicing template, in the form supplied by Te Whatu Ora Health New Zealand (Waitematā). It is a requirement that the names of staff members are entered in the invoicing template. Timesheets for workforce categories purchased under this Variation shall be supplied to Te Whatu Ora Health New Zealand (Waitematā) on request.
- 2.4 The Provider will ensure that timesheets are accurately recorded and retained to enable this requirement to be met.
- 2.5 Te Whatu Ora Health New Zealand (Waitematā) will pay the Provider on the 20th of the month (or the next business day if the 20th is not a business day) for the Services supplied during the previous month, provided that:

- 2.5.1 Te Whatu Ora Health New Zealand (Waitematā) has received a correctly completed invoicing template by the second business day of the month, and the invoicing template has been approved by Te Whatu Ora Health New Zealand (Waitematā)
- 2.5.2 Te Whatu Ora Health New Zealand (Waitematā) has received a valid GST tax invoice from the Provider by the second business day of the month containing all of the information detailed below:
- (a) provider name (legal entity name)
 - (b) provider number (legal entity number)
 - (c) provider invoice number
 - (d) agreement number
 - (e) purchase unit ID or description of the service being provided
 - (f) date the invoice is due to be paid/date payment expected
 - (g) dollar amount to be paid
 - (h) period the service was provided
 - (i) volume, if applicable
 - (j) GST rate
 - (k) GST number
 - (l) name of funding District.

Send invoices to:

karl.snowden@health.govt.nz

Proactively released

Agreement

between

Counties Manukau DHB

NZBN: 9429000097901

Private Bag 93311
Otahuhu
Auckland 1640

Ph: 09-276 0044

Contact: **Sharon McCook**

and

Manurewa Marae Trust Board 2008 Incorporated

NZBN: 9429043092918

COVID-19 Maori Whanau HQ Services

PO Box 88161
Clendon
Auckland

Ph: 09-267 8768

Contact: **Natasha Kemp**

CONTENTS OF THIS AGREEMENT

PART 1 HEAD AGREEMENT

Section A Summary

PART 2 GENERAL TERMS

Section B Standard Conditions of Contract (SCC)

Section C Provider Quality Specifications (PQS)

Section D Standard Information Specifications (SIS)

PART 3 SERVICE SCHEDULES

Section E Provider Specific Terms and Conditions

Section F Service Specification

A: SUMMARY

A1 Agreement to Purchase and Provide Services

- A1.1 We agree to purchase and you agree to provide services on the terms and conditions set out in the Agreement.
- A1.2 The Agreement means all documents included in Part 1 (this document, to be referred to as the Head Agreement), together with Parts 2 and 3 (the documents listed in the Agreement Summary below).
- A1.3 The Agreement sets out the entire agreement and understanding between us and supersedes all prior oral or written agreements or arrangements relating to its subject matter.

A2 Duration of the Agreement, and Components of the Agreement

- A2.1 Part 2 (the General Terms) will apply for the period specified in the Agreement Summary below, or until terminated in accordance with the Agreement, subject to any rights to review, extend, vary or terminate any of these documents in accordance with the terms of this Agreement.
- A2.2 Each Service Schedule will apply for the period specified in Part 3, and shown in the Agreement Summary below, subject to any rights to review, extend, vary or terminate any of these documents in accordance with the terms of this Agreement.
- A2.3 The Agreement will automatically terminate upon the expiry of all Service Schedules in Part 3. Notwithstanding any end date given in Part 2 (the General Terms) the terms and conditions of Part 2, including the right to terminate the Agreement or any part of the Agreement, Part 2 (the General Terms) will be deemed to continue as long as there is one or more active Service Schedule in Part 3.

A3 Relative Priorities of the Component Parts of the Agreement

- A3.1 In the event of any conflict between the terms of the Provider Specific Terms and Conditions within Part 3 (Service Schedules) and any other part of the Agreement, the terms of the Provider Specific Terms and Conditions within Part 3 (Service Schedules) will have priority.
- A3.2 In the event of any conflict between the terms of Part 2 (the General Terms) and Part 3 (the Service Schedules), the terms of the Service Schedules will have priority.

- | | |
|------|--|
| A3.3 | In the event of any conflict between the terms of Section B (the Standard Conditions of Agreement) and Section E (the Provider Type Terms and Conditions), the terms of Section E (the Provider Type Terms and Conditions) will have priority. |
|------|--|

A4 Enforceability of the Agreement, and its Component Parts

- A4.1 If any provision in any of the documents listed in the Agreement Summary below is lawfully held to be illegal, unenforceable or invalid, the determination will not affect the remainder of the relevant document or the Agreement, which will remain in force.

- A4.2 If an entire document listed in the Agreement Summary below is lawfully held to be illegal, unenforceable or invalid, the determination will not affect any other documents listed in the summary or the Agreement, which will remain in force.
- A4.3 If any provision in any of the documents or an entire document listed in the Agreement Summary below is held to be illegal, unenforceable or invalid, then we agree to take such steps or make such modifications to the provision or document as are necessary to ensure that it is made legal, enforceable or valid. This is in addition to and not in substitution of our rights to give notice of the terms and conditions on which we will make payments to you pursuant to section 88 of the New Zealand Public Health and Disability Act 2000 or otherwise.
- A4.4 The above provisions with respect to illegality, unenforceability or invalidity are not to affect any rights validly to terminate any of the documents in the above schedule or the Agreement as a whole in accordance with the terms of the Agreement or otherwise.

A5 Agreement Summary

- A5.1 This section lists all documents included in The Agreement. The Agreement comes into effect from the commencement date identified in Part 1 below. This summary will be updated, by an agreement variation, whenever there is a change to this list.

A6 Part 1 – The Head Agreement

Document	Commencement Date
This document	1 April 2022

A7 Part 2 – The General Terms

Document	Document Version No	Commencement Date	End Date, if specified
Conditions of Agreement	1.0	1 April 2022	31 December 2022
Provider Quality Specifications	1.0	1 April 2022	31 December 2022
Standard Information Specifications	1.0	1 April 2022	31 December 2022
Provider Type Terms and Conditions	1.0	1 April 2022	31 December 2022

A8 Part 3 - The Service Schedules

Service Schedule(s)	Reference/ Version No.	Commencement Date	End date
MAOR1901 COVID-19 Maori health support	1.0	1 April 2022	31 December 2022

A9 Signatures

Please confirm your acceptance of the Agreement by signing where indicated below.

For **Counties Manukau DHB**:

For **Manurewa Marae Trust Board 2008 Incorporated**:



(signature)

(signature)

Name Dr Peter Watson

Name

Position Acting Chief Executive Officer...

Position

Date 30 May 2022.....

Date

Proactively released

PART 2: GENERAL TERMS

- 2. 01** This Part 2 contains all of the parts of the Head Contract, as listed in the Contract Agreement (Agreement Summary).
- 2. 02** Each of the documents in Part 2 (the Head Contract) form part of the Agreement between us, as defined in the Contract Agreement or in a subsequent Variation to the Contract Agreement, as applicable.
- 2. 03** Section B -the Standard Conditions of Contract set out the conditions on which our relationship with all our providers is based.
- 2. 04** Section C -the Provider Quality Specification (PQS) sets out the minimum quality of service required of all our providers. Where appropriate, the PQS also requires providers to meet the Health and Disability Sector Standards. The PQS applies to all Services provided under the Agreement. More detailed and service specific quality requirements are included in the Service Schedules.
- 2. 05** Section D -the Standard Information Specifications (SIS) sets out information management principles required of all our providers. The SIS applies to all Services provided under the Agreement. More detailed and service specific information requirements are included in the Service Schedules.

B: STANDARD CONDITIONS OF CONTRACT

INTRODUCTION

B1 Standard Conditions

- B1.1 Any Agreement you enter into with us will be deemed to include the following Standard Conditions.
- B1.2 If however any other terms in the Agreement directly conflict with these Standard Conditions, the other terms will have priority.
- B1.3 There is a glossary at the back of these Standard Conditions setting out definitions, interpretations and terms used.

B2 Treaty of Waitangi and Māori Health Statement

- B2.1 The Treaty of Waitangi establishes the unique and special relationship between iwi, Māori and the Crown. As a Crown entity the District Health Board considers the Treaty of Waitangi principles of partnership, proactive protection of Māori health interests, co-operation and utmost good faith, to be implicit conditions of the nature in which the internal organisation of the District Health Board responds to Māori Health issues.

B3 Relationship Principles

- B3.1 The following values will guide us in all our dealings with each other under the Agreement:
- a) Integrity – we will act towards each other honestly and in good faith.
 - b) Good communication – we will listen, talk and engage with each other openly and promptly including clear and timely written communication.
 - c) Enablement – we will seek to enable each other to meet our respective objectives and commitments to achieve positive outcomes for communities and consumers of health and disability services.
 - d) Trust and co-operation – we will work in a co-operative and constructive manner recognising each other's viewpoints and respecting each other's differences.
 - e) Accountability – we will each recognise the accountabilities that each of us have to our respective and mutual clients and stakeholders.
 - f) Innovation – we will encourage new approaches and creative solutions to achieve positive outcomes for communities and consumers of health and disability services.
 - g) Quality improvement – we will work co-operatively with each other to achieve quality health and disability services with positive outcomes for consumers.

MĀORI HEALTH**B4 Māori Health Priority**

Both of us will abide by the Māori Health statement set out in clause B2 of these Standard Conditions.

- B4.1 You agree that Māori Health is a specifically identified health gain priority area. You must therefore establish and implement a Māori Health policy that reflects that fact. In developing this policy, and without limitation, you must take into account our strategic direction for Māori health in terms of minimum requirements for Māori health based on the Treaty of Waitangi, Crown objectives for Māori health and specific requirements negotiated from time to time with us.
- B4.2 You must specify how you intend to implement this policy. In particular, you will identify those services you will deliver as explicit contributions to Māori health gain priorities, how these services will be measured to ascertain what benefit is evident and other additional opportunities that may exist for furthering Māori health gain.
- B4.3 On commencement of the Agreement, you must develop your Māori health policy and operational plans after consultation with us, subject to agreement between both of us to our respective responsibilities for ensuring that the plans are adequately resourced within the current levels of funding.

SERVICE PROVISION**B5 Provision of Services**

- B5.1 You must provide the Services and conduct your practice or business:
- a) in a prompt, efficient, professional and ethical manner, and
 - b) in accordance with all relevant published Strategies issued under the Act; and
 - c) in accordance with Our obligations, and
 - d) in accordance with all relevant Law; and
 - e) from the Commencement Date and then without interruption until the Agreement ends or is ended in accordance with the Agreement.
- B5.2 Nothing in the Agreement gives you an exclusive right to provide the Services.

B6 Payments

- B6.1
- a) we will pay you in accordance with the terms of the Agreement.
 - b) We will pay you default interest on any payments due to you under the Agreement and in arrears for more than 14 days.
 - c) You must first have given us an invoice completed in the format required and we must have received it 14 working days before it is due.
 - d) "Default interest" means interest at the base rate of our bankers calculated from the due date for payment to the date of actual payment, plus the rate of 2 per cent per annum.

- e) This clause does not apply to payments due to you in respect of which we have exercised our right of set off (see clause B6.2).

B6.2 We may set off any amounts which you owe us against any payments due by us to you.

B6.3 We may withhold any further payments or portions of payments, where you:

- a) have failed to meet any reporting requirements under the agreement,
- b) are found to be in breach at the end of an Audit
- c) or your sub-contractors do not allow us access under clause "B15.2".

B6.4 In that case payments may be withheld from the date of non-compliance until such time compliance occurs.

B7 Cost and Volume Shifting

B7.1 You must not:

- a) act in such a way that increases cost to another provider,
- b) be party to any arrangement which results in our effectively having to pay more than once for the supply of the same Services or any component of them,
- c) act in such a way that shifts volumes relating to Services being provided separately by you where such volumes have been specifically related to that Service.

B8 Responsibility for Others

B8.1 You will be responsible for all acts and omissions of your employees, agents and subcontractors even if they are done without your knowledge or approval.

B9 Other Arrangements

B9.1 You must not enter into any other contract or arrangement which might prejudice your ability to meet your obligations in the Agreement

B9.2 You may (subject to your obligations in the Agreement), agree to provide Services for any other person.

B10 Subcontracting

B10.1 You may not subcontract any of the Services or part of them without our prior written consent which may not be unreasonably withheld.

B10.2 If we give consent you must comply with any reasonable conditions we impose as part of the consent.

B11 Transfer of your Rights and Obligations

B11.1 You must not transfer any part of your rights or obligations under the Agreement without our prior written consent.

QUALITY ASSURANCE**B12 Quality of Services**

B12.1 You must comply with the quality requirements set out in the Agreement.

B13 Information and Reports

B13.1 You must comply with the information requirements set out in the Agreement.

B13.2 You must keep and preserve Records and protect the security of them and make them available to us in accordance with our reasonable instructions.

B13.3 You must take all due care to ensure that in the event of your ceasing to provide the Services, the Records are properly preserved and transferred to us.

B13.4 You must keep proper business records and promptly complete a balance sheet, statement of income and expenditure and cashflows in accordance with accepted accountancy principles at the end of each financial year.

B13.5 We may use any information concerning you:

- a) for our own purposes; and
- b) for any purposes required by any Minister of the Crown or any Governmental Body.

B13.6 You must report to us in accordance with our reasonable instructions.

B13.7 We may reasonably require you to send reports direct to any Minister of the Crown or any Governmental Body within a time reasonably fixed by us.

B14 Appointment of Auditors

B14.1 We may appoint people to Audit, on our behalf, in relation to any of the matters contained in the Agreement.

B14.2 We will give you prior written notice of the names of the people we have appointed.

B14.3 Both of us must agree to the people we have appointed. You may not refuse where any or all of those people are suitably qualified and have no demonstrable conflict of interest, but your refusal may be based on some other good reason.

B14.4 Those people may take copies of any parts of the Records.

B15 Access for Audit

B15.1 You and your sub-contractors must co-operate with us fully and allow us, or our authorised agents, access to:

- a) your premises,
- b) all premises where your Records are kept,
- c) Service Users and their families,
- d) staff, sub-contractors or other personnel used by you in providing the Services,

For the purposes of and during the course of carrying out any Audit.

B15.2 We will ensure that our exercise of access under this clause B15 will not unreasonably disrupt the provision of the Services to Service Users.

B15.3 Notice of Audit

- a) we will give you prior notice of any Audit as agreed in any Audit protocols.
- b) If we believe that delay will unnecessarily prejudice the interests of any person, we may give you notice of our intention to carry out an Audit within 24 hours.

B15.4 Times for Audit

- a) Subject to Clause B15.3b an Audit may be carried out at any time during working hours and at any other reasonable times.
- b) You must ensure that the people appointed by us to carry out the Audit have access, during the hours they are entitled to Audit.

B16 Audit Process

B16.1 Subject to clause B23 in carrying out any Audit we may;

- a) Access confidential information about any Service User; and
- b) Observe the provision or delivery of the Services; and
- c) Interview or follow up Service Users and/or their families; and
- d) Interview or follow up any staff, sub-contractors or other personnel used by you in providing the Services.

B17 Financial Audit

B17.1 Despite the other provisions in this section B12.1 (Quality Assurance) we may not inspect your accounting system or record of your costs of providing the Services.

- a) We may, however, appoint as set out in the Agreement, an independent auditor to Audit;
 - i. The correctness of the information you give us; and
 - ii. Your calculations of the cost of supplying the Services; and
 - iii. Your financial position.
- b) The auditor:
 - i. Must not disclose specific details of your financial position to us; but
 - ii. May advise us if he or she considers your financial position may prejudice your ability to carry out your obligations under the Agreement.

B17.2 We retain the right to Audit under this Section B12.1 (Quality Assurance) after the Agreement ends but only to the extent that it is relevant to the period during which the Agreement exists.

B18 Insurance

- B18.1 You must immediately take out adequate comprehensive insurance throughout the term of the agreement covering your practice or business.
- B18.2 You must make sure that all the insurance cover always remains in force for the term of the Agreement or so long thereafter as required for the purposes of the Agreement.

B19 Indemnity

- B19.1 You must indemnify us against all claims, damages, penalties or losses (including costs) which we incur as the result of:
- a) Your failing to comply with your obligations in the Agreement; or
 - b) Any act or omission by you or any person for whom you are responsible.

B20 Complaints

- B20.1 You must comply with any standards for the Health sector relating to complaints
- B20.2 If there is no such standard applicable to you, then you must implement a complaints procedure in accordance with the terms of the Agreement.

B21 Complaints Body

- B21.1 You must at all reasonable times co operate with any Complaints Body and comply with its reasonable requirements.
- B21.2 We will advise a Complaints Body of any complaints we receive about you if we believe it is appropriate to do so.
- B21.3 We will give you reasonable assistance when we can in respect of any complaints made to the Privacy Commissioner which involve both of us.

B22 Warranties

- B22.1 You warrant to us that:
- a) All material information given to us by you or on your behalf is correct; and
 - b) You are not aware of anything which might prevent you from carrying out your obligations under the Agreement.
- B22.2
- a) The above warranties will be deemed to be repeated on a daily basis from the date of the Agreement and,
 - b) Your must advise us immediately if at any time either of the warranties is untrue.

B23 Limitation of our Rights

B23.1 Our rights and the rights of others to:

- a) Access confidential information about any Service User; and
- b) Observe the provisions or delivery of the Services; and
- c) Interview or follow up Service Users and/or their families,

Must be either authorised by statute or by a code of practice under the Privacy Act 1993 covering health information held by health agencies or by the informed consent of each Service User concerned. The consents will normally be in writing.

DEALING WITH PROBLEMS**B24 Notification of Problems**

B24.1 You must advise us promptly in writing:

a) Of any:

- i. changes,
- ii. problems,
- iii. significant risks,
- iv. significant issues,

which materially reduce or affect your ability to provide the Services, or are most likely to do so, including those relating to:

- v. any premises used by you,
- vi. any equipment you are using,
- vii. your key personnel; or

- b) if you materially fail to comply with any of your obligations in the Agreement; or
- c) of any serious complaints or disputes which directly or indirectly relate to the provision of the Services; or
- d) of any issues concerning the Services that might have high media or public interest.

B24.2 We must discuss with each other possible ways of remedying the matters notified. Our discussion or attempted discussions will not however limit any of our rights under the Agreement.

B24.3 You must have in place realistic and reasonable risk management processes and contingency plans to enable you to continue to provide the Services on the occurrence of any of the matters in this clause B24.

B25 Uncontrollable Events**B25.1**

- a) For the purposes of this Clause B25 an “uncontrollable event” is an event which is beyond the reasonable control of us (“the person claiming”), or an event as set out in Clause B29.4.
- b) An uncontrollable event does not include:
 - i. any risks or event which the person claiming could have prevented or overcome by taking reasonable care including having in place a realistic and reasonable risk management process; or
 - ii. a lack of funds for any reason.

B25.2 The person claiming will not be in default under the terms of the Agreement if the default is caused by an uncontrollable event.

B25.3 The person claiming must:

- a) promptly give written notice to the other specifying:
 - i. the cause and extent of that person’s inability to perform any of the person’s obligations; and
 - ii. the likely duration of the non-performance;
- b) in the meantime take all reasonable steps to remedy or reduce the uncontrollable event.

B25.4 Neither of us is obliged to settle any strike, lock out or other industrial disturbance.

B25.5 Performance of any obligation affected by an uncontrollable event must be resumed as soon as reasonably possible after the uncontrollable event ends or its impact is reduced.

B25.6 If you are unable to provide the Services as the result of an uncontrollable event we may make alternative arrangements suitable to us for the supply of the Services during the period that you are unable to supply them after we consult with you.

B25.7 If either of us is unable to perform an obligation under the Agreement for 90 days because of an uncontrollable event, both of us must first Consult and decide to what extent if any the Agreement can be varied and to continue.

B25.8 If we cannot agree that the Agreement may continue, then either of us may cancel the Agreement after giving at least 14 days prior written notice.

B25.9 Clause B34.1 will apply to cancellation of the Agreement under this clause.

B26 We May Remedy Your Failure To Meet Your Obligations

B26.1 If you fail to carry out any of your obligations in the Agreement we may do so on your behalf at your expense and risk.

B26.2 We may do this without giving you notice where the circumstances reasonably require such action. Otherwise, we will give you 7 days notice in writing of our intention to act.

- B26.3 All costs we incur in doing so, must be paid by you to us on demand or we may deduct them from moneys which we owe you.

B27 Public Statements, Issues and Advertising

B27.1

- a) Neither of us may directly or indirectly criticise the other publicly, without first fully discussing the matters of concern with the other.
- b) The discussion must be carried out in good faith and in a co-operative and constructive manner.
- c) Nothing in this clause prevents you from discussing any matters of concern with your people being your staff, subcontractors, agents or advisors.
- d) Nothing in this clause prevents you from discussing any matters of concern with our people being our staff, subcontractors, agents, advisers or persons to whom we are responsible
- e) If we are unable to resolve any differences then those differences may be referred by either of us to the Dispute Resolution process set out in clause B28.

- B27.2 You may use our name or logo only with our prior written consent.

- B27.3 The provisions of this clause B27 will remain in force after the Agreement ends.

B28 Dispute Resolution

- B28.1 If either of us has any dispute with the other in connection with the Agreement, then:

- a) Both of us will use our best endeavours to settle the dispute or difference by agreement between us. Both of us must always act in good faith and co-operate with each other to resolve any disputes, and
- b) If the dispute or difference is not settled by agreement between us within 30 days, then, unless both of us agree otherwise:
 - i. full written particulars of the dispute must be promptly given to the other.
 - ii. The matter will be referred to mediation in accordance with the Health Sector Mediation and Arbitration Rules 1993 as amended or substituted from time to time. A copy of the Rules are available from the Ministry of Health.
- c) neither of us will initiate any litigation during the dispute resolution process outlined in paragraph b) above, unless proceedings are necessary for preserving the party's rights.
- d) both of us will continue to comply with all our obligations in the Agreement until the dispute is resolved but payments may be withheld to the extent that they are disputed.

- B28.2 Clause B28.1 will not, however, apply to any dispute:

- a) concerning any renegotiation of any part of the Agreement,
- b) as to whether or not any person is an Eligible Person,
- c) directly or indirectly arising from any matter which has been referred to a Complaints Body unless the Complaints Body directs the matter to be resolved in accordance with clause B28.1.

B29 Variations to the Agreement

- B29.1 The Agreement may be varied by written agreement signed by both of us.
- B29.2 Where the Agreement is for a term exceeding 1 year, we both agree that the Agreement shall be reviewed annually.
- B29.3 Variation on requirement by Crown
- a) we may require you to vary the Agreement by written notice to you to comply with any requirement imposed on us by the Crown.
 - b) We will give you as much notice of the requirement and details of the proposed change as possible, to the extent that we are able to do so.
 - c) Both of us must Consult and decide to what extent if any the Agreement can be varied and continue on that basis.
 - d) If we cannot agree within 60 days, then either of us may cancel the Agreement after giving at least 30 days prior written notice.
 - e) You must continue to comply with your obligations under the existing Agreement until any variation of it takes effect.
- B29.4 The Agreement will be varied in the event of a disaster, local or national epidemic, emergency or war in accordance with our requirements but this clause is subject to clause B25.

B30 Our Liability

- B30.1 Except to the extent that we agree otherwise, we will not be liable to you for any claims, damages, penalties or losses (including costs) which you incur.

ENDING THE AGREEMENT**B31 Notice of Your Future Intentions**

- B31.1 Before the end of the Agreement you must give a minimum of 3 months notice if:
- a) you do not wish to enter into a new agreement with us when the Agreement ends; or
 - b) you wish to enter into a new agreement with us when the Agreement ends but on materially different terms.

This clause does not mean we must enter into a contract with you when the Agreement ends.

- B31.2 You must discuss with us your intentions before giving any notice under clause B31.1.
- B31.3 We must give you a minimum of 3 months notice if we do not intend to renew the Agreement, except where Management of Change Protocols may apply.

B32 Your Default and our Right to End the Agreement

B32.1 We may end the Agreement immediately by written notice to you on the occurrence of any of the following events:

- a) We have good reason to believe you are unable or will soon become unable to carry out all your material obligations under the Agreement.
 - i. We must, however, consult with you before ending the Agreement for this reason.
 - ii. If we believe the health or safety of any person or Population Served is at risk we may suspend your provision of the Services while we consult.
- b) You have failed to carry out any of your obligations in the Agreement; and
 - i. the failure is material; and
 - ii. it cannot be remedied
- c) if:
 - i. you are or adjudged bankrupt; or
 - ii. you are more than one person, if any of you are adjudged bankrupt; or
 - iii. you are a company and you are placed in receivership or liquidation.
- d) You have failed to carry out any of your obligations in the Agreement and the failure can be remedied by you but you fail to do so within 30 days of your receiving written notice of the default from us.
 - i. After 30 days from your receiving the notice, so long as the obligation still has not been met, we may instead of ending the Agreement;
 - ii. At any time vary or withdraw from coverage by this Agreement any of the Services in respect of which you have not met your obligation, either straight away or at any later date, and
 - iii. Cease payment for any of the services from the date of withdrawal.
 - iv. You have the same right and must follow the same procedure if we have not met any obligation and you wish to vary or withdraw any of the Services.
 - v. Any dispute regarding the withdrawal or variation of any of the Services under this paragraph d) must be resolved under clause B28.

B32.2 Nothing in clause B32.1 affects any other rights we may have against you in law of equity.

B33 Our Default and your Right to End the Agreement

B33.1 If we default on any payments which we are not entitled by the Agreement to withhold and we fail to remedy the default within 20 days of your giving us written notice of the default you may do any one or more of the following:

- a) cancel the agreement,
- b) seek specific performance of the Agreement,
- c) seek damages from us,
- d) seek penalty interest.

B34 Effect of Ending the Agreement

B34.1 Any cancellation of the Agreement will not affect:

- a) the rights or obligations of either of us which have arisen before the Agreement ends; or
- b) the operation of any clauses in the Agreement which are expressed or implied to have effect after it ends.

GENERAL**B35 Confidentiality**

B35.1

- a) except to the extent that these Standard Conditions provide otherwise, neither of us may disclose any Confidential Information to any other person.
- b) Both of us acknowledge that the Agreement, but not any Confidential Information, may be published publicly by us through any media including electronically via the Internet.

B35.2 Neither of us will disclose to any third party information which will identify any natural person (as defined in the Privacy Act 1993);

- a) without that person's informed consent; or
- b) unless authorised by statute, or by a Code of Practice under the Privacy Act 1993 covering Health Information held by Health Agencies.

B35.3. Clause B35.1 does not apply:

- a) to terms or information which are or become generally available to the public except as the result of a breach of clause B35.1; or
- b) to information which either party is required by law to supply to any person but only to the extent that the law required; or
- c) to terms or information disclosed to the professional advisers of either of us or to those involved in a Service User's clinical or care management where disclosure is reasonably necessary for the management; or
- d) to information which you are required by the Agreement to disclose or forward to any person.

B35.4 Nothing in clause B35.1 will prevent us from disclosing any terms or information in accordance with any Funding Agreement, or by direction or requirement from the Minister under the Act.

B35.5 Each of us will ensure all Confidential Information is kept secure and is subject to appropriate security and user authorisation procedures and audits.

B36 Governing Law

B36.1 The Agreement is governed by New Zealand law.

B37 Contracts (Privity) Act 1982

B37.1 No other third party may enforce any of the provisions in the Agreement.

B38 Waiver

B38.1 Any waiver by either of us must be in writing duly signed. Each waiver may be relied on for the specific purpose for which it is given.

B38.2 A failure of either one of us to exercise, or a delay by either one of us in exercising, any right given to it under the Agreement, does not mean that the right has been waived.

B39 Entire Agreement

B39.1 Each of us agree that the Agreement sets forth the entire agreement and understanding between both of us and supersedes all prior oral or written agreements or arrangements relating to its subject matter.

B40 Notices

B40.1 Any notice must be in writing and may be served personally or sent by security or registered mail or by facsimile transmission. All notices are to have endorsed on them the contract reference number given to the Agreement.

B40.2 Notices given:

- a) personally are served upon delivery;
- b) by post (other than airmail) are served three working days after posting;
- c) by airmail are served two days after posting
- d) by facsimile are served upon receipt of the correct answer back or receipt code.

B40.3 A notice may be given by an authorised officer, employee or agent of the party giving the notice.

B40.4 The address and facsimile number for each of us shall be as specified in the Agreement or such other address or number as is from time to time notified in writing to the other party.

B41 Relationship of Both of Us

B41.1 Nothing in the Agreement constitutes a partnership or joint venture between both of us or makes you an employee, agent or trustee of ourselves.

B42 Signing the Agreement

B42.1

- a) You must satisfy us that the Agreement has been properly signed by you and is a valid and enforceable agreement before we have any obligations to you under the Agreement.
- b) We may however waive all or part of this provision with or without conditions by us.

- B42.2 If the condition in clause B42.1 is not satisfied or waived by the Commencement Date or any later date we may avoid the Agreement by written notice to you.

B43 Partial Invalidity

B43.1

- a) If any provision in the Agreement is lawfully illegal, unenforceable or invalid, the determination will not affect the remainder of the Agreement which will remain in force.
- b) This clause does not affect any right of cancellation we may have in the Agreement.

GLOSSARY

B44 Definitions

- B44.1 In the Agreement Terms given a meaning in the Glossary have that meaning where the context permits.

B44.2 In the Agreement

- a) "We", "us" and "our" means the District Health Board including its permitted consultants, subcontractors, agents, employees and assignees (as the context permits).
- b) "You" and "your" means the Provider named in this contract, including its permitted subcontractors, agents, employees and assignees (as the context permits).
- c) "Both of us", "each of us", "either of us" and "neither of us" refers to the parties.

B45 Interpretation

B45.1 In the Agreement

- a) A reference to a person includes any other entity or association recognised by law and the reverse;
- b) Words referring to the singular include the plural and the reverse;
- c) Any reference to any of the parties includes that parties' executors, administrators or permitted assigns, or if a company, its successors or permitted assigns or both;
- d) Everything expressed or implied in the Agreement which involves more than one person binds and benefits those people jointly and severally;
- e) Clause headings are for reference purposes only;
- f) A reference to a statute includes:
 - i. all regulations under that statute; and
 - ii. all amendments to that statute; and
 - iii. any statute substituting for it which incorporates any of its provisions.
- g) All periods of time or notice exclude the days on which they are given and include the days on which they expire;
- h) Working Days – anything required by the Agreement to be done on a day which is not a Working Day may be done on the next Working Day.

B46 Glossary Terms

<u>Expression</u>	<u>Meaning</u>
Act	The New Zealand Public Health & Disability Act 2000
Agreement	The agreement or arrangement between both of us for the provision of any Services and each schedule to that agreement or arrangement and these Standard Conditions of Contract
Audit	<p>Audit includes (without limitation) audit, inspection, evaluation or review of:</p> <ul style="list-style-type: none"> a) quality, b) service delivery c) performance requirements, d) organisational quality standards, e) information standards and, f) organisational reporting requirements, g) compliance with any of your obligations <p>in relation to the provision of the Services by you.</p>
Commencement Date	The date the Agreement comes into effect
Complaints Body	<p>Any organisation appointed:</p> <ul style="list-style-type: none"> a) under the Agreement; or b) by both of us by mutual agreement; or c) by a Health Professional Authority; or d) by law <p>to deal with complaints relating to the Services.</p>
Confidential Information	Any information disclosed either before or during the course of the Agreement, by us to you or vice versa that is agreed by both of us as being confidential and which may not be disclosed (subject to any law to the contrary) but excluding the terms of the Agreement.
Consult	<ul style="list-style-type: none"> a) Each of us must fully state our proposals and views to the other and carefully consider each response to them. b) Each of us must act in good faith and not predetermine any matter. c) Each of us must give the other adequate opportunity to consult any other interested party. <p>The obligation of either of us to Consult will be discharged if the other refuses or fails to Consult.</p>
Crown	The meaning given in the Act.

Eligible Person	<p>Any individual who:</p> <ul style="list-style-type: none"> a) is in need of the Services; and b) meets the essential eligibility criteria and other criteria, terms and conditions which, in accordance with any direction given under Section 32 of the Act or continued by Section 112(1) of the Act, or any other direction from the Minister, or the Funding Agreement, must be satisfied before that individual may receive any Services purchased by us. c) The Ministry of Health will determine if any individual is an Eligible Person if there is any dispute. <p>“Eligible People” has a corresponding meaning.</p>
End Date	The date the Agreement ends or is ended in accordance with the Agreement.
Funding Agreement	The relevant Crown funding agreement within the meaning of Section 10 of the Act, entered into by us.
Governmental Body	Includes any entity lawfully formed by, or in accordance with any direction of, the Crown or any Minister or officer of the Crown.
GST	Goods and Services Tax under the Goods and Services Tax Act 1985.
Health Professional Authority	Any authority or body that is empowered under and by virtue of any enactment of law, or the rules of any body or organisation, to exercise disciplinary powers in respect of any person who is involved in the supply of Health or Disability Services, or both.
Law	<p>Includes:</p> <ul style="list-style-type: none"> a) Any legislation, decree, judgement, order or by law; and b) Any rule, protocol, code of ethics or practice or conduct and other ethical or other standards guidelines and c) Requirements of any Health Professional Authority; and d) Any relevant standards of the New Zealand Standards Association; and e) Any future law.
Management of Change Protocols	Such protocols as may be agreed between us relating to the management of change.
Minister	The Minister of Health.
Ministry	The Ministry of Health (by whatever name known) and any other successor department of state and include the Minister of Health and the Director-General of Health and any of his her or their delegates.
Ministry of Health	Includes any of its legal successors.
DHB	The District Health Board

Our Objectives	<p>Include:</p> <ul style="list-style-type: none"> a) The objectives listed in Section 22 of the Act, and b) The objectives specified in our statement of intent (as defined in the Act). c) To meet the directions and requirements notified to us under the Act from time to time.
Person	Includes a corporation, incorporated society or other body corporate, firm, government authority, partnership, trust, joint venture, association, state or agency of a state, department of Ministry of Government and a body or other organisation, in each case whether or not having a separate legal identity.
Population Served	Means communities or targeted populations, including Eligible People, for whom Services are or may be provided.
Records	<p>Means without limitation:</p> <ul style="list-style-type: none"> a) All relevant written and electronically stored material; and b) Includes all relevant records and information held by you and your employees, subcontractors, agents and advisers.
Services	Health Services, or disability services or both as specified in the Agreement.
Service Users	Users of any of the Services.
Standard Conditions	These Standard Conditions of Contract.
Working Day	Any day on which Registered Banks are open for business in New Zealand, relative to your principal place of business.

C: PROVIDER QUALITY SPECIFICATIONS

INTRODUCTION

C1 Relationship Principles

C1.1 The following values will guide us in all our dealings with each other under the Agreement:

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

C2 Quality of Service

C2.1 These Provider Quality Specifications define the quality of service which consumers and populations served under the terms of this contract will receive. Provider quality requirements will in final form be described in three key levels.

- a) Health and Disability Sector Standards (H&DS Standards)
- b) Provider Quality Specifications (PQS)
- c) Service Specific Quality Specifications (SSQS)

C3 Health and Disability Sector Standards (H&Ds Standards)

C3.1 The Health and Disability Sector Standards (H&DS Standards) have been developed to replace several pieces of previous consumer safety legislation. Compliance with them will become mandatory when the Health and Disability Services (Safety) Bill is passed and fully implemented. At that stage compliance with the Standards will replace compliance with the regulations and statutes that apply to hospital in-patient and residential care services. As the standards are implemented the Provider Quality Specifications will be revised to those Standards, and to eliminate repetition.

C4 Provider Quality Specifications (PQS)

- C4.1 All providers are required to meet these Provider Quality Specifications (PQS). The PQS have been developed to ensure a common basis for quality among providers of similar services nationally. They focus on key processes and outcomes. The PQS apply to all services provided under the terms of this Contract.
- C4.2 These PQS include:
- a) specifications for all providers, (Sections C1 – C43 inclusive).
 - b) facility specifications only for providers who offer services to consumers within premises (C44 and C45).
- C4.3 The PQS may be supplemented in contracts by Service Specific Quality Specifications (SSQS) or by specific quality requirements in the Service Specification.

C5 Auditing and Reporting

- C5.1 We may, at any time, audit your service against an H&DS Standard (when implemented) or against a PQS or SSQS by asking you to demonstrate compliance with it. This is part of the Provider Quality Improvement Strategy, which may include regular, random and risk based auditing of services. The PQS and SSQS are not, at present, subject to regular reporting unless required elsewhere in the Agreement or as part of any specified Quality Improvement initiative. You are, however, invited to raise with us at any time any concerns you have about your ability to meet these PQS so corrective processes can be put in place. Please see also Clause C11, C12, C16, C17 and C18 of the Standard Conditions and the Schedule or Templates for Information Requirements

PROVIDER QUALITY SPECIFICATIONS**C6 PQS Apply to all Services**

- C6.1 You will operate all services covered in this Agreement according to these PQS. You will implement these requirements in a manner that is appropriate for your Organisation, taking into account:
- a) requirements of Government Māori Health Policy and Strategies,
 - b) identified needs of consumers, carers and families,
 - c) service goals and objectives,
 - d) parameters of activities,
 - e) management of risks,
 - f) any good practice guidelines endorsed by us and by the Ministry of Health,
 - g) professional standards and codes relevant to your service.

C7 Written Policy, Procedures, Programme, Protocol, Guideline, Information, System or Plan

- C7.1 Where, to meet a H&DS Standard or an PQS or SSQS, you need to develop a written policy, procedure, programme, protocol, guideline, information, system or plan etc, you will:
- a) develop such a document,

- b) demonstrate systems for reviewing and updating all such documents regularly and as required by current performance or risks,
- c) demonstrate implementation, through documentation supported as requested through interviews with staff, consumers, and Māori,
- d) Demonstrate that staff are adequately informed of the content and the intent of these written documents,
- e) provide us with a copy on request.

C8 All Staff Informed

C8.1 You will ensure that:

- a) these PQS are attached to each and every service specification contracted by us and delivered by you,
- b) employees and sub-contractors are aware of your and their responsibilities for these PQS and relevant Service Specifications as they relate to services provided.

REQUIREMENTS FOR MĀORI

Requirements for Māori, which reflect obligations contained in the Treaty of Waitangi, are specified here and elsewhere in this document.

C9 Services Meet Needs of Māori

C9.1 Your services will meet the diverse needs of Māori, and apply any strategy for Māori Health issued by the Minister.

C10 Māori Participation

C10.1 Māori participation will be integrated at all levels of strategic and service planning, development and implementation within your organisation at governance, management and service delivery levels.

This will include:

- a) consultation with, and involvement of, Māori ¹ in your strategic, operational and service processes,
- b) development of a monitoring strategy in partnership with Māori that reviews and evaluates whether Māori needs are being met by your organisation, including:
 - i. removal of barriers to accessing your services;
 - ii. facilitation of the involvement of whanau and others;
 - iii. integration of Māori values and beliefs, and cultural practices;
 - iv. availability of Māori staff to reflect the consumer population
 - v. existence, knowledge and use of referral protocols with Māori service providers in your locality.

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

- c) Education and training of staff in Māori values and beliefs and cultural practices, and in the requirements of any Māori Health Strategy,
- d) Support and development of a Māori workforce

QUALITY MANAGEMENT

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

C11 Quality Plan

- C11.1 You will have a written, implemented and at least annually reviewed Quality Plan designed to improve outcomes for consumers. This plan may be integrated into your business plan. It will describe how you manage the risks associated with the provision of services. The plan will outline a clear quality strategy and will identify the organisational arrangements to implement it. The plan will be of a size and scope appropriate to the size of your service, and will at least include:
- a) an explicit quality philosophy,
 - b) clear quality objectives,
 - c) commitment to meeting these and any other relevant Quality Specification and Standards, and guidelines for good practice as appropriate,
 - d) quality improvement systems,
 - e) written and implemented systems for monitoring and auditing compliance with your contractual requirements,
 - f) designated organisational and staff responsibilities,
 - g) processes for and evidence of consumer input into services and into development of the Quality Plan,
 - h) processes for sound financial management,
 - i) how you will address Māori issues including recognition of:
 - i. Māori participation with Strategic, Governance, Management and Service Delivery planning, implementation and review functions,
 - ii. Māori as a Government Health Gain priority area,
 - iii. The Pathways set out in any Māori Health Strategy issued by the Minister,
 - iv. Māori specific quality specifications,
 - v. Māori specific monitoring requirements,
 - vi. Māori service specific requirements.

C12 Employees Registration, Education and Training

- C12.1 Employees will be, where relevant, registered with the appropriate statutory body, and will hold a current statutory certificate.
- C12.2 Employees will have access to continuing education to support maintenance of professional registration and enhancement of service delivery/clinical practice, and to ensure practice is safe and reflects knowledge of recent developments in service delivery.

- C12.3 Your employment policies and practices will support professional career pathway development for Māori health workers; Māori service advisory positions; Māori change management positions, and the recruitment and retention of Māori employees at all levels of the organisation to reflect the consumer population.

C13 Training and Supervision of Assistants and Volunteers.

- C13.1 Assistants, volunteers and other relevant support employees will receive training to enable them to provide services safely, and will work only under the supervision and direction of appropriately qualified staff.

C14 Supervision of Trainees.

- C14.1 Trainees will be identified and will provide services only under the supervision and direction of appropriately qualified staff.

C15 Performance Management

- C15.1 You will have in place a system of performance management for all employees.

C16 Clinical Audit

- C16.1 You will have in place clinical audit/peer review processes that incorporate input from relevant health professionals from all services.

C17 Access

- C17.1 All eligible people will have fair, reasonable and timely access to effective services within the terms of this agreement. You will define and apply criteria for providing services, including any priority or eligibility criteria agreed between us. You will manage access to services within available resources and according to those criteria. You will maintain records of people who receive services and those who do not, and the criteria by which these decisions are made.

C18 Service Information

- C18.1 Potential and current consumers, and referrers, will have access to appropriately presented information in order for eligible people to access your services. This information may be in the form of a brochure and will include at least:

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

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

C19 Support for Māori

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

ACCEPTABILITY**C20 Consumer Rights**

C20.1 Each consumer will receive services in a manner that complies with the Health and Disability Commissioner Act 1994, and with all aspects of the Health and Disability Commissioner (Code of Health and Disability Services Consumers' Rights) Regulations 1996 (H&DC Code). This will include provision for the:

- a) right to be treated with respect for person, privacy and culture,
- b) freedom from discrimination, coercion, harassment, and exploitation,
- c) right to dignity and independence,
- d) right to services of an appropriate standard including legal, professional, ethical,
- e) right to effective communication,
- f) right to be fully informed,
- g) right to make an informed choice and give informed consent,
- h) right to support person present,
- i) rights in respect of teaching or research,
- j) right to complain,

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

C21 Confidentiality

C21.1 You will disclose information about consumers to any third party only:

- a) with the person's informed consent or,
- b) in accordance with the Health Information Privacy Code,
- c) to assist in effective service provision and achieving positive outcomes for the consumer.

C22 Cultural Values

C22.1 You will deliver services in a culturally appropriate and competent manner, ensuring that the integrity of each consumer's culture is acknowledged and respected. You will take account of the particular needs within the community served in order that there are no barriers to access or communication, and that your services are safe for all people. You will include significant local or service specific ethnic and other cultural groups in assessing satisfaction with services.

- C22.2 You will incorporate Māori principles/tikanga into your organisation. These may be explained in the following ways:

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

C23 Consumer Advocates

- C23.1 You will inform consumers and staff, in a manner appropriate to their communication needs, of their right to have an advocate, including to support the resolution of any complaint. You will allow advocates reasonable access to facilities, consumers, employees and information to enable them to carry out their role as an advocate. You will know of and be able to facilitate access to a Māori advocate for consumers who require this service.

C24 Consumer/Family/Whanau and Referrer Input

- C24.1 You will regularly offer consumers/families/whanau and referrers the opportunity to provide feedback as a means of improving the outcomes for consumers. When you obtain feedback from consumers by means of written surveys, you will comply with the Ministry of Health Guidelines for Consumer Surveys. Consumer input will be reflected in the maintenance and improvement of quality of service, both for the individual consumer and across the service as a whole. You will actively seek feedback from Māori by appropriate methods to improve organisation responsiveness to Māori. When requested you will make available to us the results of such surveys.

C25 Community Involvement

- C25.1 You will have in place and follow active processes for consulting with the local community in matters affecting them such as service location and building programmes.

C26 Complaints Procedure

- C26.1 You will enable consumers/families/whanau and other people to make complaints through a written and implemented procedure for the identification and management of Complaints. This procedure will meet the H&DC Code requirements and will also ensure that:
- a) the complaints procedure itself is made known to and easily understandable by consumers,
 - b) all parties have the right to be heard,
 - c) the person handling the complaint is impartial and acts fairly,
 - d) complaints are handled at the level appropriate to the complexity or gravity of the complaint,
 - e) any corrective action required following a complaint is undertaken,
 - f) it sets out the various complaints bodies to whom complaints may be made and the process for doing so. Consumers will further be advised of their right to direct their complaint to the H&D Commissioner and any other relevant complaints body, particularly in the event of non-resolution of a complaint,
 - g) complaints are handled sensitively with due consideration of cultural or other values,
 - h) Māori consumers and their whanau will have access to a Māori advocate to support them during the complaints process
 - i) consumers who complain, or on whose behalf families/whanau complain, shall continue to receive services which meet all contractual requirements,
 - j) complaints are regularly monitored by the management of the service and trends identified in order to improve service delivery,
 - k) it is consistent with any complaints policy as we may notify from time to time.

C27 Personnel Identification

- C27.1 Employees, volunteers, students or sub-contractors undertaking or observing service delivery will identify themselves to all consumers and family/whanau.

C28 Ethical Review

- C28.1 If you conduct research and innovative procedures or treatments you will have written and implemented policies and procedures for seeking ethical review and advice from a Health and Disability Ethics Committee in accordance with the current "National Standard for Ethics Committees" (or any replacement publication). You will consult with and receive approval from Māori for any research or innovative procedures or treatments which will impact on Māori.

SAFETY AND EFFICIENCY**C29 General Safety Obligation**

- C29.1 You will protect consumers, visitors and staff from exposure to avoidable/preventable risk and harm.

C30 Risk Management

- C30.1 You will have in place well developed processes for:
- a) identifying key risks including risks to health and safety,
 - b) evaluating and prioritising those risks based on their severity, the effectiveness of any controls you have and the probability of occurrence,
 - c) dealing with those risks and where possible reducing them.

C31 Equipment Maintained

- C31.1 You will ensure that equipment used is safe and maintained to comply with safety and use standards.

C32 Infection Control/Environmental and Hygiene Management

- C32.1 You will safeguard consumers, staff and visitors from infection. You will have written, implemented and regularly reviewed environmental and hygiene management/infection control policies and procedures which minimise the likelihood of adverse health outcomes arising from infection for consumers, staff and visitors. These will meet any relevant profession-specific requirements and the requirements of the Standard Universal Precautions Guidelines. They will include definitions and will clearly outline the responsibilities of all employees, including immediate action, reporting, monitoring, corrective action, and staff training to meet these responsibilities.

C33 Security

- C33.1 You will safeguard consumers, employees and visitors from intrusion and associated risks. You will have written, implemented and reviewed policies and practices relating to security to ensure that buildings, equipment and drugs are secure.

C34 Management of Internal Emergencies and External Disasters

- C34.1 You will have written, implemented and reviewed contingency management policies and procedures that minimise the adverse impact of internal emergencies and external or environmental disasters on your consumer, staff and visitors. The policies and procedures will include the processes for working with the organisations who have responsibility for co-ordinating internal and external (environmental) disaster services. These policies and procedures will be linked to your risk management processes.

C35 Incident and Accident Management

- C35.1 You will safeguard consumers, staff and visitors from untoward risk arising from avoidable incidents, accidents and hazards. You will have written, implemented and reviewed incident, accident and hazard management policies and procedures which assist in managing safety

and risk. These will include definitions of incidents and accidents and will clearly outline the responsibilities of all employees, including:

- a) taking immediate action,
- b) reporting, monitoring and corrective action to minimise incidents, accidents and hazards, and improve safety,
- c) debriefing and staff support as necessary.

C36 Prevention of Abuse and/or Neglect

- C36.1 You will safeguard consumers, staff and visitors from abuse, including physical, mental, emotional, financial and sexual maltreatment or neglect. You will have written, implemented and reviewed policy and procedures on preventing, detecting and removing abuse and/or neglect. These will include definitions of abuse and neglect and will clearly outline the responsibilities of all staff who suspect actual or potential abuse, including immediate action, reporting, monitoring and corrective action. You will ensure that relevant employees are able to participate in family, inter-agency or court proceedings to address specific cases of abuse and neglect. These procedures will also include reference to the Complaints Procedure.

EFFECTIVENESS

C37 Entry to Service

- C37.1 You will manage consumer entry to your service in a timely, equitable and efficient manner, to meet assessed need.

C38 Plan of Care/Service Plan

- C38.1 You will develop for each consumer a written, up to date plan of care/service plan and/or record of treatment which:
- a) is based on assessment of his/her individual needs, including cultural needs,
 - b) includes consultation with the consumer, and,
 - c) where appropriate, and with the consent of the consumer, includes consultation with the consumer's family/whanau and/or caregivers,
 - d) contains detail appropriate to the impact of the service on the consumer,
 - e) facilitates the achievement of appropriate outcomes as defined with the consumer,
 - f) includes plans for discharge/transfer,
 - g) provides for referral to and co-ordination with other medical services and links with community, iwi, Māori and other services as necessary.

C39 Service Provision

- C39.1 You will deliver to consumers services that meet their individual assessed needs, reflect current good practice, and are co-ordinated to minimise potentially harmful breaks in provision.

C40 Planning Discharge from the Service or Transfer between Services

- C40.1 You will collaborate with other services to ensure consumers access all necessary services. When a consumer is transferred or discharged from your services and accesses other appropriate services they will do so without avoidable delay or interruption. You will have written, implemented and reviewed policies and procedures for planning discharge/exit/transfer from your services. These will facilitate appropriate outcomes as defined with the consumer. The policies and procedures will include:
- a) defined employees' responsibilities for discharge planning,
 - b) incorporating discharge planning into the consumer's plan of care/service plan, where appropriate from or before admission,
 - c) full involvement of the consumer in planning discharge,
 - d) involvement of family/whanau, including advising them of discharge, as appropriate,
 - e) assessment and management of any risks associated with the discharge,
 - f) informing the consumer on their condition, possible future course of this, any risks, emergency contacts, and how to access future treatment, care or support services,
 - g) where appropriate involving the original referrer and the health professional having ongoing responsibility for the consumer in planning discharge and informing them of confirmed discharge arrangements,
 - h) a process for monitoring that discharge planning does take place, which includes assessment of the effectiveness of the discharge planning programme.

C41 Where Services are Declined

- C41.1 You will have written and implemented policies and procedures to manage the immediate safety of the consumer for whom entry to the service is declined and, where necessary the safety of their immediate family/whanau and the wider community. These include:
- C41.2
- a) applying agreed criteria for providing services,
 - b) ensuring all diagnostic steps have been taken to identify serious problems which may require your service,
 - c) advising the consumer and/or their family/whanau of appropriate alternative services,
 - d) where appropriate advising the family/whanau or other current services that you have declined service,
 - e) recording that entry has been declined, giving reasons and other relevant information,
 - f) having in place processes for providing this information to us.

C42 Death/Tangihanga

- C42.1 You will have written and implemented policies and procedures to follow in the event of a death including:
- a) immediate action including first aid, calling appropriate emergency services,
 - b) appropriate and culturally sensitive procedures for notification of next of kin,
 - c) any necessary certification and documentation including notifying us or the Ministry of Health if required in the Service Specifications,

- d) appropriate and culturally competent arrangements, particularly to meet the special needs of Māori, are taken into account in the care of the deceased, until responsibility is accepted by the family or a duly authorised person.

C43 Health Education, Disease Prevention and Health Advice/Counselling

- C43.1 You will incorporate within your services, where appropriate, an emphasis on health education, disease prevention and health advice/counselling, and support the goals of The Ministry of Health Strategy "Strengthening Public Health Action" June 1997 or subsequent publications.

FACILITIES

C44 Accessible

- C44.1 You will support consumers in accessing your services by the physical design of your facilities. You will make specific provision for consumers with a mobility, sensory or communication disability available and known to consumer. You will make services available to deaf people through the provision of interpreters and devices to assist communication.

C45 Facilities, Maintained

- C45.1 You will provide services from safe, well-designed, well-equipped, hygienic and well-maintained premises.

D: STANDARD INFORMATION SPECIFICATION

REPORTING REQUIREMENTS

D1 Information to be reported to the MoH

- D1.1 Unless stated otherwise in the Service Schedule, information to be provided to us is to be provided at three monthly intervals in accordance with the timetable below. Where the Agreement begins or ends part way through a quarter, the report will be for that part of the quarter which falls within the term of the Agreement.

Any delays will be notified to Performance Reporting (see below for details).

D2 Reporting Requirement Timetable

Quarters for Reporting	Due Date
1 January to 31 March	20 April
1 April to 30 June	20 July
1 July to 30 September	20 October
1 October to 31 December	20 January

D3 Forwarding your Completed Report

You shall forward your completed Performance Monitoring Returns to:

Performance Reporting
Sector Operations
Ministry of Health
Private Bag 1942
DUNEDIN 9054

Ph: 03-474 8040

Email: performance_reporting@health.govt.nz

PART 3: SERVICE SCHEDULES

3.01 INTRODUCTION

- 3.01.1** This Part 3 contains each of the Service Schedules listed in the Head Agreement (Agreement Summary).
- 3.01.2** Each of the Service Schedules in Part 3 form part of the Agreement between us as defined in the Head Agreement or in a subsequent Variation to the Head Agreement, as applicable.
- 3.01.3** Each Service Schedule contains the Service Specifications and Provider Specific Terms and Conditions associated with the Service.
- 3.01.4** The Service Specification described the service, and set up quality and information reporting requirements additional to those specified in Part 2 (the General Terms). Note that nationally standard service descriptions may contain details (particularly Purchase Units and Reporting Requirements) which do not apply to all contracts.
- 3.01.5** The Provider Specific Terms and Conditions detail those elements of the Agreement that are unique to you. This will include payment terms, the term of the Service Schedule, and any details which differ from Part 2 (the General Terms) and/or standard Service Specification/s (including detailed clarification of any parts of the nationally standard service description which do not apply to your contract, and a full list of relevant purchase units, volumes, prices and reporting requirements).

CONTENTS OF EACH SERVICE SCHEDULE WITHIN PART 3

3.02 Service Specifications

- 3.02.1** Standard national specifications (note this may not be physically contained in the contract but will be made available for Providers in electronic and hardcopy editions for distribution within their organisations).

a) Additional specifications (if appropriate).

3.02.2 Provider Specific Terms and Conditions

- a) Introduction
- b) Details of all Volumes and Prices which apply to this Service Schedule
- c) Reporting Requirements
- d) Payment Details
- e) Detail of Changes to standard documents
- i. Summary of changes to the General Terms (if any)
- ii. Summary of additional service specifications (if any)
- iii. Summary of changes from standard service specification (if any)

E: PROVIDER SPECIFIC TERMS AND CONDITIONS

INTRODUCTION

E1 Service Details

It is agreed that the following details apply to this Service Schedule.

Legal Entity Name	Manurewa Marae Trust Board 2008 Incorporated
Legal Entity Number	649756
Agreement Number	375799 / 00
Agreement Commencement Date	1 April 2022
Agreement End Date	31 December 2022

E2 Standard Documentation

It is agreed that the Service Schedule includes the standard documentation in Part 2 (the General Terms), and the standard service specifications included in this Service Schedule, as amended by any changes (if any) identified below.

It is agreed that the services will be paid for in accordance with the details given in the Payment Details below.

E3 Details of all Purchase Units which apply to this Service Schedule

Purchase Unit (PU ID)	Total Price excl. GST	GST Rate (%)	Payment Type
MAOR1901 COVID-19 Māori Health Support - Maori Whanau HQ Services - Workforce costs (inclusive of 15% overheads)	9(2)(b)(ii)	15	CMS
MAOR1901 COVID-19 Māori Health Support - Maori Whanau HQ Services - Surge fund		15	CMS
Total price for the Service Schedule			

PAYMENT DETAILS

E4 Price

The price we will pay for the Service you provide is specified above. Note that all prices are exclusive of GST.

E5 Invoicing

We will pay you on the dates set out in the Payment Schedule below for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- a) provider name (legal entity name)
- b) provider number (legal entity number)
- c) provider invoice number
- d) agreement number
- e) purchase unit number or a description of the service being provided
- f) date the invoice is due to be paid/date payment expected
- g) dollar amount to be paid
- h) period the service was provided
- i) volume, if applicable
- j) GST rate
- k) GST number
- l) full name of funder

If we do not receive an invoice from you by the date specified in the payment schedule below, then we will pay you within 20 days after we receive the invoice.

E6 Invoicing Address

Send invoices to:

providerinvoices@health.govt.nz

or post to:

Provider Payments
Ministry of Health
Private Bag 1942
Dunedin 9054

E7 Payment Schedule

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
20 May 2022	30 April 2022	April 2022
20 June 2022	31 May 2022	May 2022
20 July 2022	30 June 2022	June 2022
22 August 2022	31 July 2022	July 2022
20 September 2022	31 August 2022	August 2022
20 October 2022	30 September 2022	September 2022
21 November 2022	31 October 2022	October 2022
20 December 2022	30 November 2022	November 2022
20 January 2023	31 December 2022	December 2022

E8 Health Emergency Planning

- a) You must develop a Health Emergency Plan to ensure that your clients/patients and staff are provided for during a Health Emergency and ensure that this is reviewed periodically to maintain currency.
- b) The plan must identify your response to a worst case scenario pandemic event (40% of the population affected with 2% death rate).
- c) A copy of the plan shall be made available to the DHB on request and will be consistent with the DHB's pandemic and emergency plans (available from the DHB).
- d) When requested by the DHB you will be involved in processes to ensure that emergency responses are integrated, coordinated and exercised. The level of participation required will be reflective of the nature of the services you provide and the expected roles and services in an emergency situation.

E9 Children's Act 2014

According to section 15 of the Children's Act 2014², children's services cover the following:

- services provided to one or more children
- services to adults in respect of one or more children

NB At a future date, the scope of children's services can be expanded by regulations. Expansion may include services to adults which could significantly affect the well-being of children in that household.

E9.1 Child Protection Policy

If you provide children's services as per section 15 of the Children's Act 2014 you will adopt a child protection policy as soon as practicable and review the policy within three years from the date of its adoption or most recent review. Thereafter, you will review the policy at least every three years. In accordance with the requirements set out in section 19(a) and (b) of the Children's Act 2014, your child protection policy must apply to the provision of children's services (as defined in section 15 of the Act), must be written and must contain provisions on the identification and reporting of child abuse and neglect in accordance with section 15 of the Oranga Tamariki Act 1989.

E9.2 Worker Safety Checks

If you have workers that provide children's services, the safety check requirements under the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015 will need to be complied with.³

² <http://www.legislation.govt.nz/act/public/2014/0040/latest/DLM5501618.html>

³ <http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482241.html>

E10 Additional Provider Specific Term and Conditions

Both of us agree that the following Additional Provider Specific Terms and Conditions apply to this Agreement.

E10.1 Agreement Term

This Agreement commences on **1 April 2022** and ends on **31 December 2022**.

E10.2 Services

E10.2.1 The Provider agrees to provide Services as described in the Service Specification. The overarching aim of the Services is to provide a Maori Whanau HQ service to whānau, their household or bubble who test positive for COVID-19. The Services will focus on whānau Māori.

E10.3 Service components and Fees

E10.3.1 A multi-disciplinary team will deliver both the clinical and non-clinical components of the Services. The Provider will ensure all persons involved in the delivery of the Services have the appropriate skills, training, experience and necessary supervision, as is required.

Clinical care provided to cases/whānau/households must have General Practitioner or Nurse Practitioner oversight.

Base staffing and rates

E10.3.2 The Provider agrees to employ the roles at the volumes set out below. In consideration for providing the Services, the DHB agrees to pay the Provider on an hourly rate basis for staff actually deployed to deliver the Services. The hourly rates payable are set out in the table below.

Role	FTE volume (1 FTE = 40 hours per week)	Weekday rates (per hour excl. GST)	Weekend and after hours rates (per hour excl. GST)	Public Holiday rates (per hour excl. GST)
General Practitioner or Nurse Practitioner	1.25 FTE	9(2)(b)(ii)		
Clinical lead (Registered Nurse/Team Lead)	1.25 FTE			
Registered Nurse	5.00 FTE			
Hauora Coordinator	N/A			
Health Care Assistant	7.50 FTE			
Security/Driver	2.50 FTE			
Administrator	3.75 FTE			

Note: These rates include the actual rate and an additional 15% for salary costs.

Definitions

E10.3.3 The following definitions are provided for the items above in E10.3.2.

- General Practitioner or Nurse Practitioner: The Provider can choose one of these roles to oversee clinical decision making and leadership for this service.
- Weekday rates: 8am – 7pm Monday to Friday
- Weekend and after hours rates: 7pm – 8am Monday to Friday (after hours), 7pm Friday – 8am Monday (weekend)
- Public Holiday rates: All day for all statutory public holidays observed in Auckland metro

E10.3.4 If the Provider engages the full volume of staff specified in the Service Specification each week, the amount payable by the DHB will be as per the below table. The Provider must only invoice for hours actually delivered.

Month of Service	Maximum Amounts Payable for Base Staffing Fees (excl. GST)
April 2022	9(2)(b)(ii)
May 2022	
June 2022	
July 2022	
August 2022	
September 2022	
October 2022	
November 2022	
December 2022	

Overheads

E10.3.5 The DHB agrees to pay the Provider overheads for indirect costs incurred with providing the Services in this agreement. The DHB agrees to pay an overhead rate of 15% of the actual costs incurred for this Agreement.

E10.3.6 The Provider will claim the overheads on a monthly basis when submitting an invoice for payment for each of the FTE employed.

E10.3.7 Overheads for any subcontracted roles should be included in the invoice sent to the DHB.

E10.3.8 If the Provider engages the full volume of staff specified in the Service Specification each week, the amount of overheads payable by the DHB will be as per the below table.

Month of Service	Maximum Amounts Payable for Overheads (excl. GST)
April 2022	9(2)(b)(ii)
May 2022	
June 2022	
July 2022	
August 2022	

Month of Service	Maximum Amounts Payable for Overheads (excl. GST)
September 2022	9(2)(b)(ii)
October 2022	
November 2022	
December 2022	

Surge Fund

E10.3.9 Should the Provider require additional staff (of the roles set out in this Agreement) to meet surges in demand for the Services, the Provider shall notify the DHB Contract Manager in writing of the type and volume of additional staff required and the duration that the additional staff will be required.

E10.3.10 If the DHB approves the additional staffing request (in writing), the Provider may invoice for actual hours completed by the additional staff at the rates set out in E10.3.2 above and may claim overheads for their surge staff as set out in E10.3.5.

E10.3.11 The maximum surge fund available for the contract term is 9(2)(b)(ii) excl GST and will not be exceeded.

Maximum Agreement Amount

E10.3.12 The maximum funding allocated under this Agreement is 9(2)(b)(ii) excluding GST for the term of this Agreement if the Provider engages the full volume of staff specified in the Agreement.

Redeploying staff

E10.3.13 The DHB accepts that the Provider may need to redeploy staff from other services that they currently deliver. Prior to redeployment of staff the Provider must have confirmed agreement from its DHB Contract Manager for this Service, and the Contract Manager for the service that it proposes to redeploy staff from.

E10.3.14 If agreement is confirmed and a staff member or members are redeployed the cost for those staff members can only be claimed from one source of DHB funding the Provider currently receives.

E10.3.15 The Contract Manager for this Service will confirm with the Provider in writing that funding is to be allocated from this agreement.

E10.3.16 Evidence of backfill will be required by the DHB if the Provider proposes to backfill a staff member's previous role.

E10.3.17 If case numbers decline for Maaori communities to the point where the full complement of staff under this Agreement are no longer required at the level agreed here, the Provider with approval from the DHB, may:

- a) Reduce Service hours and days of operation, and no longer claim for these hours, and/or;

- b) Redeploy staff (in full or part) to another service granted they can return if case numbers increase, and they are providing care and services similar to the types they provide under this Agreement.
- c) If roles funded under this Agreement are redeployed to another service clauses E10.3.14, E10.3.15 and E10.3.16 apply.

Subcontracting

E10.3.18 The DHB agrees that the Provider may subcontract other health providers to assist with staffing for the Services in this Agreement.

E10.3.19 Prior to contracting the sub-contractor the Provider must have confirmed agreement from its DHB Contract Manager.

E10.3.20 The Provider will be responsible for all acts and omissions of its subcontractors even if those acts or omissions are done without the Provider's knowledge or approval.

E10.3.21 The Provider will ensure that it has appropriate arrangements in place with subcontracted providers to ensure the requirements of this Agreement are met.

E10.3.22 The Provider will indicate each subcontracted role (if any) when submitting the monthly invoice for payment.

E10.4 Additional Payment Details

E10.4.1 The Provider will submit a monthly invoice for the fees allocated under this Agreement which include three components:

- **Base staffing, volumes and rates**, provided that staffing costs are not covered by any alternative source(s) of funding
- **Overheads** at 15% of the total actual cost for the month
- **Surge component** (If agreed by the DHB)

Note also:

- **Sub-contracted roles**

E10.4.2 The fees allocated under the Agreement include the staff (as specified) plus all management, administration and supervisory personnel, labour, materials, equipment and anything else required to provide the Services. The Provider shall not apply any premium or seek to claim any additional costs or expenses in connection with or related to those prices for any special hours or days of work or for any other reason.

E10.4.3 Each time the Provider submits an invoice pursuant to this Agreement it warrants that the fees claimed are in accordance with this Agreement including the COVID-19 Funding clause set out below.

E10.4.4 The DHB will pay the Provider on the dates set out in the Payment Schedule provided the DHB has received a valid GST tax invoice from the Provider containing all of the information in clause E5 plus an accurate and complete invoice template (Invoice Template). The

Invoice Template will be supplied by the DHB and will include a requirement for the Provider to provide the following information:

- (a) the role performed by each staff member;
- (b) the days worked by each staff member;
- (c) the hours worked by each staff member on each date;
- (d) number of DHB staff or sub-contracted provider staff filling 'roster gaps' during the billing period;
- (e) Overheads at 15% of the total actual cost for the period claimed; and
- (f) Surge component (If agreed by the DHB).

E10.4.5 If requested by the DHB, the Provider will supply timesheets to support the Invoice Template and copies of any written DHB approvals given pursuant to clause E10.4.4 and sub-clauses.

E10.4.6 The Provider is to send all invoices and completed Invoice Templates (see clause E10.4.4) to:

Sharon McCook
General Manager Maaori Health Development
Counties Manukau Health
Email: Sharon.McCook@middlemore.co.nz

E10.4.7 Failure by the DHB to dispute any invoice prior to payment will not prejudice the DHB's right to subsequently dispute the correctness of such invoice and adjust future payments accordingly.

E10.5 COVID-19 funding – requirements, review/audit and recovery

E10.5.1 The Provider acknowledges that this Agreement includes funding which has been allocated specifically for the provision of healthcare services during the COVID-19 pandemic.

E10.5.2 The Provider further acknowledges that:

- (a) the Director-General of Health has notified the DHB that double funding of services, resources, activities and/or costs during the COVID-19 pandemic will not be tolerated and indicated that any such double funding should lead to suspension of a contract; and
- (b) the Provider has an obligation to not be a party to any agreement or arrangement that results in the DHB or the government effectively having to pay more than once for the provision of the same services, resources, activities and/or costs (in part or in whole).

E10.5.3 The Provider warrants that the fees specified in this agreement are a fair and reasonable estimation of the additional costs required to meet the delivery of the Services and that no cost already recovered under another agreement or arrangement funded by the DHB or government is included (in part or in whole).

E10.5.4 The Provider agrees that that the DHB may undertake a review or financial audit at any time to ensure that the requirements of clause E10.5 are met, that is to ensure that double funding has not occurred and that the Provider has not been advantaged and recovered from this Agreement excessive funding. When determining whether double funding has occurred, the DHB will look at all government funding sources, including (without limitation) funding

from the DHB, funding from other DHBs and non DHB funding (e.g. ACC funding and COVID-19 related government welfare and emergency funding).

- E10.5.5 Should the DHB determine after a review or audit, that the Provider has been double funded or has recovered from this Agreement excessive funding, that excess may be recovered by the DHB as a debt due. Without limiting any other rights the DHB may have, the DHB may also elect to suspend or terminate the Agreement.

E10.6 DHB Policies and Instructions

- E10.6.1 The Provider will comply with all applicable DHB policies and procedures (including health and safety, quality of service, infection control and complaints), as advised by the DHB from time to time, and will comply with the DHB's reasonable instructions.
- E10.6.2 The Provider will ensure that any person to whom the DHB has objected to on reasonable grounds, will not provide or be directly or indirectly associated with the supply of the Services.

E10.7 Withholding Payments

- E10.7.1 Without prejudice to any other right or remedy provided in this Agreement or otherwise at law, we may withhold any payments or portions of payments, where the Provider has failed to:
- (a) deliver or complete the Services;
 - (b) meet the performance measures and timelines specified in this Agreement;
 - (c) submit the reports required under this Agreement;
 - (d) submit satisfactory reports to us; or
 - (e) exercise due professional care and diligence in the performance of its obligations under this Agreement.

E10.8 Clawback of Funds

- E10.8.1 Without prejudice to any other right or remedy provided in this Agreement or otherwise at law, we may require the Provider to repay the funding paid to it under this Agreement, or any portion of the funding that is reasonable in the circumstances, where the Provider has failed to:
- (a) deliver or complete the Services;
 - (b) meet the required performance measures and timelines;
 - (c) submit satisfactory reports in accordance with the reporting requirements set out in this Agreement; or
 - (d) exercise all due professional care and diligence in the performance of its obligations under this Agreement.
- E10.8.2 Any amount to be repaid pursuant to clause E10.8.1 will be determined by us acting reasonably and following a discussion with the Provider regarding the circumstances that have led to us seeking repayment of funding.

E10.8.3 Any disputes regarding the application of clause E10.8.1 shall be dealt with in accordance with the Dispute Resolution provisions set out in clause B28 or Part 2 (Dispute Resolution).

E10.9 Termination

E10.9.1 In addition to the termination provisions contained elsewhere in this Agreement and without limiting any other provision contained in this Agreement, both parties agree that:

- (a) Both parties may mutually agree to terminate this Agreement. Any such agreement must be in writing and signed by each party's authorised signatories.
- (b) We may terminate this Agreement at any time by giving 1 month(s)' notice to the Provider.

E10.10 No Commitment to Future Funding or Contracts

E10.10.1 This Agreement expires on 31 December 2022. We do not undertake to provide any additional funding or enter into any further Agreement with the Provider after this date and the Provider acknowledges and agree that it has no expectation that we will do so.

E10.11 Renewal

E10.11.1 Both parties agree that clause B31.3 of Part 2 does not apply to this Agreement.

E10.12 One-off Funding

E10.12.1 The funding paid to the Provider under this Agreement is provided on a one-off basis.

E10.13 Privacy of Personal Information

E10.13.1 In this clause Personal Information has the meaning given to this term in the Privacy Act 2020 and Health Information has the meaning given to this term in the Health Information Privacy Code 2020.

E10.13.2 The Provider will collect, use, store and disclose Personal Information and Health Information related to the Agreement and Services in accordance with:

- (a) the Privacy Act 2020;
- (b) any Law that amends or overrides any of the Information Privacy Principles of the Privacy Act 2020 and that applies to Counties Manukau Health or the Provider;
- (c) any Code of Practice or Approved Information Sharing Agreement (as defined in the Privacy Act 2020) that amends or overrides any of the Information Privacy Principles of the Privacy Act 2020 and that applies to Counties Manukau Health or the Provider (e.g. Health Information Privacy Code 2020);
- (d) any guidelines issued by the Privacy Commissioner.

E10.13.3 Subject to clause E10.13.2 above, Counties Manukau Health and the Provider will record in the Service Specification, the details of any Personal Information and/or Health Information that will be shared between Counties Manukau Health and the Provider in connection with the Services, the purpose(s) for sharing and using the information and any agreement on the management (including security) of the information.

E10.13.4 Wherever a Provider supplies a privacy statement to clients in respect of the Services in accordance with Information Privacy Principle 3 of the Privacy Act 2020 or Rule 4 of the Health Information Privacy Code 2020, the Provider will implement any reasonable directions made by Counties Manukau Health about the content of the privacy statement, including about the purpose(s) of collection and the disclosure of information.

E10.13.5 Before making a direction under clause E10.13.4, Counties Manukau Health will consult with the Provider about the proposed content of the privacy statement, and consider any reasonable issues or concerns raised by the Provider.

E10.13.6 The Provider confirms that it has adequate security measures to safeguard Personal Information and Health Information from unauthorised access or use by third parties.

E10.13.7 Without limiting the Provider's obligation under Part 6 of the Privacy Act 2020, the Provider will notify Counties Manukau Health promptly, in writing, of any privacy breaches related to the Agreement that is likely to cause anyone serious harm. If requested by Counties Manukau Health, the Provider will submit a written report to Counties Manukau Health detailing how it plans to respond to the breach and/or steps taken to respond to the breach.

E10.13.8 The Provider will notify Counties Manukau Health promptly, in writing, if it receives a compliance notice from the Privacy Commissioner that relates to the Agreement or becomes subject to any investigation by the Privacy Commissioner that relates to the Agreement.

E10.14 Smoke-free Policy

E10.14.1 Subject to limited exceptions, the *Smoke-free Environments Act 1990* requires employers to take all reasonable steps to ensure that no person smokes at any time in a workplace. In addition to meeting the Provider's requirements under the Act, Counties Manukau Health expects the Provider to have a wider role in promoting health and wellbeing to support achievement of the New Zealand government's goal for a Smoke-free Aotearoa in 2025 by supporting service users and staff not to smoke. Therefore in addition to complying with the requirements laid out in the Smoke-free Environments Act, from 1 July 2017 the Provider will adopt a Smoke-free Policy. At a minimum, the Provider's Smoke free Policy is to:

- (a) Be written;
- (b) Be aligned with CMDHB's Smokefree Policy;
- (c) Describe the Provider's organisation's internal and external smoke-free environments;
- (d) Specify how the Provider will provide smoking cessation support and advice to staff;
- (e) Specify how the Provider will provide smoking cessation support and advice to service users; and
- (f) Describe the actions the Provider will take to ensure that the Policy is adhered to.

We encourage the Provider to identify a Smokefree Champion for its organisation to ensure its policy is robust and adhered to. A template policy and associated resources and support are available from smokefree@middlemore.co.nz

E10.15 Healthy Food and Drink Policy

E10.15.1 DHBs expect the Provider to have a role in promoting the health and wellbeing of your service users, staff and visitors to the Provider's service by supporting them to make healthy

food and drink choices. From 1 July 2017, the Provider will adopt a *Healthy Food and Drink Policy* covering all food and drinks sold on sites, and provided to service users, staff and visitors under the Provider's jurisdiction. At a minimum, the Provider's Policy is to be written and reflect the principles of the National District Health Boards and Ministry of Health Healthy Food and Drink Policy, which aligns with the Ministry of Health's Eating and Activity Guidelines. A template policy can be found at:

<https://www.health.govt.nz/publication/healthy-food-and-drink-policy-organisations>

E10.16 Uncontrollable Events

E10.16.1 The Provider acknowledges and agrees that this Agreement has been established to specifically support the public health sector response to the COVID-19 pandemic. Accordingly, the COVID-19 pandemic is not considered an 'uncontrollable event' for the purposes of clause B25 of the Agreement.

Proactively released

F: SERVICE SPECIFICATION

CMH Maaori Whānau HQ Delivery of Clinical Case Management Service Specification

1.0 Background

Maaori people have been inequitably affected by COVID-19. For metro Auckland this is evidenced by higher rates of infection, acute admissions at hospitals and mortality. As Aotearoa shifts to the traffic light system and case numbers surge, we need to provide services that support Maaori people and their whānau/household infected by COVID-19 (COVID-positive) and isolating in their home.

The Northern Region has developed the Maaori Whānau HQ programme to care for COVID-19 positive whānau in our communities. Whānau HQ uses a household/whānau based model of care that works with a household (and wider if necessary) to understand their immediate health and social needs while they are unwell and in isolation. Whānau HQ encompasses detection, notification, assessment, and management of care. The Whānau HQ structure includes Auckland Regional Public Health Service, the Northern Regional Health Coordination Centre and district health boards, Whakarongorau, a targeted coordination unit, Maaori Regional Coordination Hub (MRCH), Ministry of Social Development, and community non-government organisations. Together these different agencies and organisations offer a coordinated response to providing care for COVID-19 positive people and their households in our communities.

MRCH receive all Maaori cases for metro Auckland with prioritisation of high risk individuals /whānau/households. These cases are then referred onto community providers who have the capacity and capability to assess and monitor COVID-19 positive patients in their home, while also working with their household and wider whānau to understand their immediate health and support needs. Additionally, Maaori providers may receive referrals to their Whānau HQ services from hospital based teams, directly from general practices (including their own), or self-referrals (particularly from whānau engaged in their services or a part of a household they are already monitoring).

Maaori providers have a proven ability to engage, care for and wrap support around our most vulnerable whānau. Many have the existing service provision to offer a more comprehensive package of care to whānau during and beyond their isolation (reducing the need to involve more providers or make additional referrals). Although whānau will only be involved in this service for a short time (currently 7 days), on-going engagement will be possible for providers that can offer whānau a more expansive model of care that can address their needs and achieve their outcomes beyond their short isolation.

1.1 Maaori Regional Coordination Hub (MRCH)

The Maaori Regional Coordination Hub (MRCH) provides Maaori clinical leadership and coordinated support for Maaori Providers who manage Maaori COVID-19 cases with mild to moderate illness, and household contacts in their homes. The approach of MRCH is to utilise Maaori providers to understand what whānau need, and work with them for the short time that they are unwell and in isolation. The needs of whānau may vary day to day and between whānau, therefore it is critical that

high trust is achieved and support is made available to whānau whenever they need it. The aims of the service are to protect whānau, safely reduce hospital burden and minimize the negative impacts of COVID-19 in vulnerable communities.

The key principle for the MRCH team is to:

- Save Maaori lives
- Identify and prioritize high risk cases
- Provide a tailored service (build relationship, provide welfare and triple assessment)
- Ensure Maaori providers have the capacity and capability to manage COVID-19 positive cases

MRCH will oversee the delivery of the Maaori Whānau HQ model of care. While MRCH aims to accept all Maaori COVID-19 cases, it is anticipated that the number of Omicron cases will increase substantially and may overwhelm Maaori Provider capacity. Should this occur, the Maaori Whānau HQ response will likely prioritise the most vulnerable Maaori whānau based on their clinical risk and level of need.

2.0 Maaori Whānau HQ model

The Whānau HQ model has the following elements:

- **Assessing and understanding needs**
A comprehensive household and detailed patient assessment is required to completely understand the needs of the entire household during their isolation and beyond. This will form a response plan that the whānau will agree to and ensure they receive the care they need during their isolation. Longer term needs should be captured and either referred to an appropriate provider or form a longer term care plan between the whānau and the provider.
- **On-going engagement and monitoring**
The team will use a case management model to stay engaged with whānau during their isolation, use cultural customs and norms required to gain trust and access to their home if needed, use technology (i.e. virtual consultations) as required, and ensure they are contactable by the whānau should they have any concerns/questions. The care plan will inform how often whānau are contacted in order to monitor their condition and determine if it is improving or worsening. Should their condition deteriorate, the provider will either carry out an in-person assessment or, if the clinical need requires it, refer whānau on to the hospital.
- **Maaori led clinical workforce**
Maaori clinicians engage with whānau within Te Ao Maaori worldviews, establishing trust and rapport. Although time within the service is relatively short, building trust will ensure whānau engage in their care, feel safe to do so, and provide opportunity for further engagement with the health system post isolation. For Maaori people, being engaged in their language is extremely beneficial for care and achievement of outcomes for Maaori patients.
- **Integrated care linked to existing services where necessary**
The Whānau HQ service is responsible for the provision of clinical care and management of COVID-19 positive cases. Understanding existing health conditions and liaising service providers also involved in care to the household ensures care is coordinated, and may require care navigation if whānau are engaged with multiple providers and specialist services. Social

support needs should be referred to other agencies or teams within the provider if they are identified.

It is critical that data is entered into the following system:

- COVID-19 Care Clinical Module (CCCM)

2.1 Entry, Coordination, Referral and Discharge

There are multiple entry points to receive referrals for COVID-19 positive case management, including:

- MRCH referrals
- Primary care (as own enrolled patient's become positive)
- Inpatient hospital referrals direct to providers
- Self-referrals (as whānau become positive they make contact providers directly)

MRCH allocates cases to selected providers (taking capacity into consideration) to complete the initial assessment and onboard the household to the service by 0900hrs each day. MRCH will (where capacity allows for it) ask whānau who their preferred GP is for referral and aim to assign a positive case to their enrolled general practice. In households where multiple general practices are involved, the general practice of the first positive case will maintain care for the entire household while they are still isolating. If there is no capacity within the provider network, MRCH will make initial contact with case notification and initial assessment.

- Cases are triaged by MRCH based on a risk score comprising demographics, public health, clinical and social variables.
- High risk whānau are prioritised for assessment.
- MRCH-specific assessment, the Power Screening Assessment [PSA] combines public health, clinical and manaaki assessment. It has been developed to capture at risk/vulnerable household members, identify immediate needs the whānau requires to isolate and the initial clinical assessment of the positive case.
- The case is referred to a provider for initial assessment which is expected within 24 hours of notification. The provider will remain in contact with their respective coordination hub (daily huddles), demonstrate continued care of cases referred, escalate concerns and advise of capacity status.
- When provider capacity is reached, MRCH will review other provider capacity and re-allocate or complete the initial assessment and action.
- For discharge from Whānau HQ, the positive case requires completion of their minimum isolation period of 7 full days and a final health check by the provider team before the case is formally discharged. They may remain a part of the service while other members of their household await final assessment and discharge.

3.0 Services

3.1 Start Date: 1 April 2022

3.2 End Date: 31 December 2022

3.3 Minimum Service Requirements

The Provider will be responsible, with support from the Regional Co-ordination Hub, for monitoring people who test positive for COVID-19 and their household. The Provider will employ a multi-disciplinary team with General Practitioner or Nurse Practitioner oversight to provide this service and ensure the service is available 5 days a week between the hours of 0900 to 2100.

- 3.3.1 The Provider agrees to provide Whānau HQ Clinical Case Management for whānau/families, their households or bubbles that test positive for COVID-19.
- 3.3.2 The service includes the provision of comprehensive COVID-19 positive patient health needs assessments and wider household assessments, on-going care either in-person or virtually if the whānau have the means to do so, monitoring the health and wellbeing of the patient and their whānau while they are unwell and in isolation.
- 3.3.3 Referrals will be made by either the Maaori Coordination Hubs who will receive high risk whānau in need of more comprehensive and proactive care.

3.4 Locality of Care

This service will be provided in:

- Counties Manukau Health catchment

3.5 Hours of operation

The Provider will operate the service from:

- 9am – 9pm Monday to Friday (including public holidays)

3.6 Service delivery

Please refer to the Standard Operating Procedures for Maaori for detailed service delivery information:

- *COVID-19 Community Isolation and Quarantine Guidelines* - Care protocol for Maaori Regional Coordination Hub

The Provider will deliver the following Services:

3.6.1 Patient level

- Receive referrals from the MRCH Coordination Hub for case management and monitoring.
- Undertake clinical assessment of the case; determine acuity and the appropriate clinical level of care required.
- Provide monitoring and support to cases and their household.
- Conduct or arrange in-person assessments when required and ensure:
 - staff are competent in donning and doffing PPE
 - staff are competent in COVID-19 swabbing
 - staff are competent in and have access to relevant equipment to conduct respiratory and cardiovascular assessment including pulse oximetry, auscultation of heart and lungs, temperature and blood pressure

- Develop a care plan based on the needs identified in the initial assessment/s. Work closely with the patient and their whānau to determine the care they receive and ensure every individual receives the care and support they require.
- Provide daily or alternate day tele-health and/or in-person assessment, as clinically indicated, for the duration their isolation. Whānau to demonstrate to provider understanding and ability to seek help afterhours, i.e. when to call and access an ambulance, or Healthline.
- Able to provide resources to cases and contacts that as clinically indicated, require a pulse oximeter and rapid antigen tests, education and use.
- Clinical escalation as indicated to GP/NP, refer to relevant specialist or emergency services including ambulance, emergency department, multi-disciplinary teams and Hospital-in-the-Home services.
- Post release follow up with the COVID-19 case and household members should be carried out between 4 – 5 weeks post-discharge from the service to ensure they have recovered from COVID-19. At this point, you can offer COVID-19 vaccinations if they are not already vaccinated.

Clinical guidelines on COVID-19 care in the community, isolation and discharge timeframes for cases/whānau/households are updated regularly on Auckland Health Pathways and the Ministry of Health website

3.6.2 Vaccination

- Community provider teams with capacity, who have been approved as outreach providers, are encouraged to vaccinate asymptomatic household members of COVID-19 cases.
- Only vaccinate asymptomatic people. Vaccination does not adversely affect people found to have COVID-19 shortly after vaccination (i.e. they were in the initial asymptomatic phase of the disease when they received the vaccine).
- A discharged COVID-19 positive case can be vaccinated from 4 weeks after their isolation ends and they are discharged this service.

3.6.3 Service level

- Monitor caseloads and capacity to ensure a safe ratio balance is maintained and escalate any workforce requirements to meet surges and increase demands to your Contract Manager.
- Each afternoon by 4pm email your capacity for the next day to the following address:
MRCH@adhb.govt.nz
- Every Friday send to MRCH an email with contact person's name and phone numbers for the weekend. MRCH will also send weekend cover details to all providers.
- Nominate a super-user, who will have visibility to NCTS, they will be trained in the use of the database.
- Use CCMS to record your contacts with the case. If CCMS is not available then use your own patient management system or document care provided directly in NCTS.
- Understand Section 70 of the Health Act 1956 requirements and escalate breaches of isolation and quarantine by persons under the Act to public health
<https://www.health.govt.nz/covid-19-novel-coronavirus/covid-19-response-planning/covid-19-epidemic-notice-and-orders>

3.7 Services not included in agreement

The Provider will not deliver the following services under this Agreement:

- Provision of welfare supports including, but not limited to the purchase and/or supply of food and personal hygiene products for the COVID-19 case and/or their household or whānau.
- Any other services included in any other agreements the Provider has entered into with the DHB or other government entity.

3.8 Reference documents

The Provider will plan, set up and deliver the Services in accordance with appropriate guidelines or procedures issued by the District Health Board, NRHCC or Ministry of Health including:

- *COVID-19 Community Isolation and Quarantine Guidelines* - Care protocol for Maaori Regional Coordination Hub
- Auckland Regional Health Pathways: Home - Community Health Pathways Auckland Region Te rohe o Tāmaki Makaurau <https://aucklandregion.communityhealthpathways.org/>
- All those delivering or coordinating Whānau HQ care, must register to access Auckland Regional Health Pathways using the above link
- Ministry of Health *COVID-19 Care in the Community Framework: COVID-19 Care in the Community Framework* - accessed from health.govt.nz <https://www.health.govt.nz/>
- *Whānau Home Quarantine Guidance for Providers* available on MS Teams

4.0 Reporting requirements

The Provider will submit monthly reports to the DHB using the attached reporting template [see appendix 1] to provide information about the activity completed for this Agreement.

Please send completed reports and workforce information to:

Sharon McCook
General Manager Maaori Health Development
Counties Manukau Health
Email: Sharon.McCook@middlemore.co.nz

Appendix 1 - Reporting template

Area	Report for (INSERT MONTH) 2022	Measure/Data
Cases and Households	Number of referrals:	
	Referral source: <ul style="list-style-type: none"> • MRCH • General practice (internal) • General practice (external) • Hospital • Self-referral • Other: (please state) 	
	Number of new households	
	Summaries for the month: <ul style="list-style-type: none"> • Total cases • Total cases by ethnicity • Total cases by age (0-4, 5-12, 13 – 24, 25 – 44, 45 – 64, 65+) • Total cases by gender 	
	Number of cases/households that required language translation or interpretation support	
Clinical assessments and Care plans	Number of clinical assessments completed	
	Number of virtual assessments Number of face to face assessments	
	Number of exist assessments completed	
	Number of virtual exit assessments Number of face to face exit assessments	
	Number of home visits completed	
Primary care enrolment	Number of patients seen who are not enrolled with a general practice	
	Number of patients supported to enroll with a general practice	
COVID-19 Vaccination	% of Total Cases who are: <ul style="list-style-type: none"> • Not vaccinated (12 years +) • Not vaccinated (Under 12 years) • Vaccinated (1+) • Boosted 	
	Number of people vaccinated	
Referrals	Number of referrals for welfare support	
	Number of referrals to: <ul style="list-style-type: none"> • Other health services • Quit smoking services • Mental health and addiction support • Other: (please state) 	
Workforce	Training provided	
	(Workforce detail with Invoice Template)	
Narrative	Issues, challenges, opportunities:	

Variation to Agreement

between

Te Whatu Ora
Health New Zealand

Private Bag 93311
Otahuhu
Auckland 1640

Contact:

Samantha Gregory

and

**Manurewa Marae Trust Board
2008 Incorporated**

NZBN: 9429043092918

COVID-19 Maori Whanau HQ Services

PO Box 88161
Clendon
Auckland

Ph: 09-267 8768

Contact:

Natasha Kemp

CONTENTS OF THIS AGREEMENT

A:	SUMMARY	2
B:	PROVIDER SPECIFIC TERMS AND CONDITIONS	3

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A: SUMMARY

A1 Definitions

- a. "we", "us", "our" means Te Whatu Ora - Health New Zealand
- b. "you", "your" means Manurewa Marae Trust Board 2008 Incorporated
- c. "either of us" means either we or you
- d. "both of us" means both we and you

A2 The Agreement

In 2022 both of us entered into a Health and Disability Services Agreement (the Agreement). The Agreement commenced on 1 April 2022 and ended on 31 December 2022 and was numbered (649756 / 375799/00).

A3 Variation

This is the 03 variation to the Agreement and extends the Agreement term and changes the Agreement price. This variation to the Agreement begins on 01 July 2023 and ends on 30 September 2023.

A4 Section B

The attached Section B includes all of the adjustments to this Agreement as a result of this variation.

A5 Remainder of Agreement

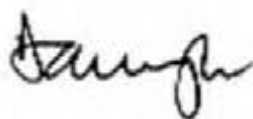
The remaining terms and conditions of the Agreement are confirmed in all respects except for the variations as set out in this document.

A6 Signatures

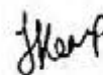
Please confirm your acceptance of the Agreement by signing where indicated below.

For Te Whatu Ora - Health New Zealand:

For Manurewa Marae Trust Board 2008 Incorporated:



(signature)



(signature)

Name Danny Wu

Name ..Takutai Moana Natasha Kemp.....

Position Regional Wayfinder
Commissioning, Northern
Region.....

PositionCEO.....

Date 6 September 2023.....

Date ...11 Sep 2023.....

B: PROVIDER SPECIFIC TERMS AND CONDITIONS

B1 It is agreed that the following details apply to this Variation

Legal Entity Name	Manurewa Marae Trust Board 2008 Incorporated
Legal Entity Number	649756
Contract Number	375799 / 03
Variation Commencement Date	01 July 2023
Variation End Date	30 September 2023

B2 Details of all purchase units which apply to this Variation

Purchase Unit (PU ID)	Total Price excl. GST	GST Rate (%)	Payment Type
MAOR1901 COVID-19 Māori Health Support - Maori Whanau HQ Services	9(2)(b)(ii)	15	CMS
Total price for the Service Schedule			

PAYMENT DETAILS

B3 Price

B3.1 The price we will pay for the Service you provide is specified above. Note that all prices are exclusive of GST.

B4 Invoicing

B4.1 We will pay you on the dates set out in the Payment Schedule below for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- a. provider name (legal entity name)
- b. provider number (legal entity number)
- c. provider invoice number
- d. contract number
- e. purchase unit number or a description of the service being provided
- f. date the invoice is due to be paid/date payment expected
- g. dollar amount to be paid
- h. period the service was provided
- i. volume, if applicable
- j. GST rate
- k. GST number
- l. full name of funder

If we do not receive an invoice from you by the date specified in the payment schedule below, then we will pay you within 20 days after we receive the invoice.

B5 Invoicing Address

Send invoices to:

providerinvoices@health.govt.nz

or post to:

Te Whatu Ora - Health New Zealand
Provider Payments
Private Bag 1942
Dunedin 9054

B6 Payment Schedule

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
21 August 2023	31 July 2023	July 2023
20 September 2023	31 August 2023	August 2023
20 October 2023	30 September 2023	September 2023

B7 Health Emergency Planning

- a You must develop a Health Emergency Plan to ensure that your clients/patients and staff are provided for during a Health Emergency and ensure that this is reviewed periodically to maintain currency.
- b The plan must identify your response to a worst-case scenario pandemic event (40% of the population affected with 2% death rate).
- c A copy of the plan shall be made available to the Te Whatu Ora - Health New Zealand on request and will be consistent with the Te Whatu Ora - Health New Zealand's pandemic and emergency plans (available from the Te Whatu Ora - Health New Zealand).
- d When requested by Te Whatu Ora - Health New Zealand you will be involved in processes to ensure that emergency responses are integrated, coordinated and exercised. The level of participation required will be reflective of the nature of the services you provide and the expected roles and services in an emergency situation.

B8 Children's Act 2014

According to section 15 of the Children's Act 2014¹, children's services cover the following:

- services provided to one or more children
- services to adults in respect of one or more children

NB At a future date, the scope of children's services can be expanded by regulations. Expansion may include services to adults which could significantly affect the well-being of children in that household.

B8.1 Child Protection Policy

If you provide children's services as per section 15 of the Children's Act 2014 you will adopt a child protection policy as soon as practicable and review the policy within three years from the date of its adoption or most recent review. Thereafter, you will review the policy at least every three years. In accordance with the requirements set out in section 19(a) and (b) of the Children's Act 2014, your child protection policy must apply to the provision of children's services (as defined in section 15 of the Act), must be written and must contain provisions on the identification and reporting of child abuse and neglect in accordance with section 15 of the Oranga Tamariki Act 1989.

¹ <http://www.legislation.govt.nz/act/public/2014/0040/latest/DLM5501618.html>

B8.2 Worker Safety Checks

If you have workers that provide children's services, the safety check requirements under the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015 will need to be complied with.²

B9 Geographical Area

This contract is limited to the geographical area that Counties Manukau DHB previously represented under the New Zealand Public Health and Disability Act 2000.

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² <http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482241.html>

B10 Purpose of this Variation

The purpose of this Variation is to:

- a. extend the term of the Agreement for a further three (3) months; and
- b. amend portions of the Additional Provider Specific Terms and Conditions contained in Schedule E of the Agreement.

B10.1 This Variation

The Parties agree that the Agreement is varied effective from 1 July 2023 as follows:

- a. All references to the Agreement End Date being "30 June 2023" are deleted and replaced with "30 September 2023". The maximum amount payable under this Variation is the amount stated in table B2 above.
- b. The Additional Provider Specific Terms and Conditions contained in previous variations continue to apply except for the following amendments:
 - i. Clause E10.1 which is amended to read:

"E10.1 Agreement Term

This Agreement commences on 1 July 2023 and ends on 30 September 2023."

- ii. Clause E10.3.2 which is amended to read:

"Base staffing and rates**E10.3.2 Indicative FTE.**

An indicative Full Time Equivalent (FTE) volume of 1.10 FTE shall provide the services for the term 1 July 2023 – 30 September 2023.

The hourly rates for the indicative FTE deployed to deliver the Services are set out in the Rates Table below.

Role	Weekday rates (per hour excl. GST)	Weekend rates (per hour excl. GST)	Public Holiday rates (per hour excl. GST)
<i>General Practitioner</i>	<i>\$149.50</i>	<i>\$224.25</i>	<i>\$299.00</i>
<i>Nurse Practitioner</i>	<i>\$72.24</i>	<i>\$108.36</i>	<i>\$144.48</i>
<i>Registered Nurse</i>	<i>\$43.25</i>	<i>\$64.88</i>	<i>\$86.50</i>
<i>Hauora Coordinator</i>	<i>\$35.28</i>	<i>\$52.92</i>	<i>\$70.56</i>
<i>Health Care Assistant</i>	<i>\$26.54</i>	<i>\$39.81</i>	<i>\$53.08</i>
<i>Administrator</i>	<i>\$28.77</i>	<i>\$43.16</i>	<i>\$57.54</i>

Note: *These rates include the actual rate and an additional 15% for salary costs. "*

- iii. Clause E10.3.12 which is amended to read:

“Maximum Agreement Amount

*E10.3.12 The maximum amount payable under this Agreement is **\$61,242.93 excluding GST** and will not be exceeded.” The maximum amount payable is intended to cover FTE and non-FTE costs. That non-FTE amount is 15% of the invoiced FTE cost.”*

- iv. Clause E10.17 which is amended to read:

“E10.17 Term, Rights of Renewal and Pivot to Business as Usual (BAU) Service

*E10.17.1 The Agreement will expire on **30 September 2023** unless terminated earlier in accordance with the termination provisions of the Agreement. Te Whatu Ora does not undertake to provide any additional funding after the expiry date and you acknowledge that you have no expectation that Te Whatu Ora will do so. We both agree that clause B31.3 of Part 2 of the Agreement does not apply*

E10.17.2 The Provider agrees to work with Te Aka Whai Ora and Te Whatu Ora to wind down and pivot the Services into Business as Usual (BAU) in the weeks leading up to the final end date of this Agreement (30 September 2023). The purpose of the activities shall be to ensure that the Service Users are aware of the Services that will be in place following 30 September 2023.”

The Parties further agree that if any of the Provider Specific Terms and Conditions or Service Specifications set out in the previous version of the Agreement include dates and/or pricing details, these dates and pricing details are updated in line with the variations indicated above effective from 1 July 2023.

Subject to the amendments indicated above, all other Agreement terms and conditions remain the same.

Agreement

between

Counties Manukau DHB

NZBN: 9429000097901

Private Bag 93311
Otahuhu
Auckland 1640

Ph: 09-276 0044

Contact: **Frances Voykovich**

and

Manurewa Marae Trust Board 2008 Incorporated

NZBN: 9429043092918

**COVID-19 Manaaki Programme - Care Packages for Maori
Vaccination Rollout**

PO Box 88161
Clendon
Auckland

Ph: 09-267 8768

Contact: **Natasha Kemp**

CONTENTS OF THIS AGREEMENT

PART 1 HEAD AGREEMENT

Section A Summary

PART 2 GENERAL TERMS

Section B Standard Conditions of Contract (SCC)

Section C Provider Quality Specifications (PQS)

Section D Standard Information Specifications (SIS)

PART 3 SERVICE SCHEDULES

Section E Provider Specific Terms and Conditions

Section F Service Specification

A: SUMMARY

A1 Agreement to Purchase and Provide Services

- A1.1 We agree to purchase and you agree to provide services on the terms and conditions set out in the Agreement.
- A1.2 The Agreement means all documents included in Part 1 (this document, to be referred to as the Head Agreement), together with Parts 2 and 3 (the documents listed in the Agreement Summary below).
- A1.3 The Agreement sets out the entire agreement and understanding between us and supersedes all prior oral or written agreements or arrangements relating to its subject matter.

A2 Duration of the Agreement, and Components of the Agreement

- A2.1 Part 2 (the General Terms) will apply for the period specified in the Agreement Summary below, or until terminated in accordance with the Agreement, subject to any rights to review, extend, vary or terminate any of these documents in accordance with the terms of this Agreement.
- A2.2 Each Service Schedule will apply for the period specified in Part 3, and shown in the Agreement Summary below, subject to any rights to review, extend, vary or terminate any of these documents in accordance with the terms of this Agreement.
- A2.3 The Agreement will automatically terminate upon the expiry of all Service Schedules in Part 3. Notwithstanding any end date given in Part 2 (the General Terms) the terms and conditions of Part 2, including the right to terminate the Agreement or any part of the Agreement, Part 2 (the General Terms) will be deemed to continue as long as there is one or more active Service Schedule in Part 3.

A3 Relative Priorities of the Component Parts of the Agreement

- A3.1 In the event of any conflict between the terms of the Provider Specific Terms and Conditions within Part 3 (Service Schedules) and any other part of the Agreement, the terms of the Provider Specific Terms and Conditions within Part 3 (Service Schedules) will have priority.
- A3.2 In the event of any conflict between the terms of Part 2 (the General Terms) and Part 3 (the Service Schedules), the terms of the Service Schedules will have priority.

- | | |
|------|--|
| A3.3 | In the event of any conflict between the terms of Section B (the Standard Conditions of Agreement) and Section E (the Provider Type Terms and Conditions), the terms of Section E (the Provider Type Terms and Conditions) will have priority. |
|------|--|

A4 Enforceability of the Agreement, and its Component Parts

- A4.1 If any provision in any of the documents listed in the Agreement Summary below is lawfully held to be illegal, unenforceable or invalid, the determination will not affect the remainder of the relevant document or the Agreement, which will remain in force.

- A4.2** If an entire document listed in the Agreement Summary below is lawfully held to be illegal, unenforceable or invalid, the determination will not affect any other documents listed in the summary or the Agreement, which will remain in force.
- A4.3** If any provision in any of the documents or an entire document listed in the Agreement Summary below is held to be illegal, unenforceable or invalid, then we agree to take such steps or make such modifications to the provision or document as are necessary to ensure that it is made legal, enforceable or valid. This is in addition to and not in substitution of our rights to give notice of the terms and conditions on which we will make payments to you pursuant to section 88 of the New Zealand Public Health and Disability Act 2000 or otherwise.
- A4.4** The above provisions with respect to illegality, unenforceability or invalidity are not to affect any rights validly to terminate any of the documents in the above schedule or the Agreement as a whole in accordance with the terms of the Agreement or otherwise.

A5 Agreement Summary

- A5.1** This section lists all documents included in The Agreement. The Agreement comes into effect from the commencement date identified in Part 1 below. This summary will be updated, by an agreement variation, whenever there is a change to this list.

A6 Part 1 – The Head Agreement

Document	Commencement Date
This document	1 April 2022

A7 Part 2 – The General Terms

Document	Document Version No	Commencement Date	End Date, if specified
Conditions of Agreement	1.0	1 April 2022	30 June 2022
Provider Quality Specifications	1.0	1 April 2022	30 June 2022
Standard Information Specifications	1.0	1 April 2022	30 June 2022
Provider Type Terms and Conditions	1.0	1 April 2022	30 June 2022

A8 Part 3 - The Service Schedules

Service Schedule(s)	Reference/ Version No.	Commencement Date	End date
MAOR1901 COVID-19 Maori health support	1.0	1 April 2022	30 June 2022

A9 Signatures

Please confirm your acceptance of the Agreement by signing where indicated below.

For Counties Manukau DHB:

For Manurewa Marae Trust Board 2008
Incorporated:

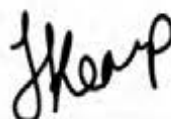


(signature)

Name Margaret White

Position Chief Financial Officer

Date 16 June 2022



(signature)

Name Takutai Moana Natasha Kemp

Position CEO Manurewa Marae

Date 8/8/2022

PART 2: GENERAL TERMS

- 2. 01** This Part 2 contains all of the parts of the Head Contract, as listed in the Contract Agreement (Agreement Summary).
- 2. 02** Each of the documents in Part 2 (the Head Contract) form part of the Agreement between us, as defined in the Contract Agreement or in a subsequent Variation to the Contract Agreement, as applicable.
- 2. 03** Section B -the Standard Conditions of Contract set out the conditions on which our relationship with all our providers is based.
- 2. 04** Section C -the Provider Quality Specification (PQS) sets out the minimum quality of service required of all our providers. Where appropriate, the PQS also requires providers to meet the Health and Disability Sector Standards. The PQS applies to all Services provided under the Agreement. More detailed and service specific quality requirements are included in the Service Schedules.
- 2. 05** Section D -the Standard Information Specifications (SIS) sets out information management principles required of all our providers. The SIS applies to all Services provided under the Agreement. More detailed and service specific information requirements are included in the Service Schedules.

B: STANDARD CONDITIONS OF CONTRACT

INTRODUCTION

B1 Standard Conditions

- B1.1 Any Agreement you enter into with us will be deemed to include the following Standard Conditions.
- B1.2 If however any other terms in the Agreement directly conflict with these Standard Conditions, the other terms will have priority.
- B1.3 There is a glossary at the back of these Standard Conditions setting out definitions, interpretations and terms used.

B2 Treaty of Waitangi and Māori Health Statement

- B2.1 The Treaty of Waitangi establishes the unique and special relationship between iwi, Māori and the Crown. As a Crown entity the District Health Board considers the Treaty of Waitangi principles of partnership, proactive protection of Māori health interests, co-operation and utmost good faith, to be implicit conditions of the nature in which the internal organisation of the District Health Board responds to Māori Health issues.

B3 Relationship Principles

- B3.1 The following values will guide us in all our dealings with each other under the Agreement:
- a) Integrity – we will act towards each other honestly and in good faith.
 - b) Good communication – we will listen, talk and engage with each other openly and promptly including clear and timely written communication.
 - c) Enablement – we will seek to enable each other to meet our respective objectives and commitments to achieve positive outcomes for communities and consumers of health and disability services.
 - d) Trust and co-operation – we will work in a co-operative and constructive manner recognising each other's viewpoints and respecting each other's differences.
 - e) Accountability – we will each recognise the accountabilities that each of us have to our respective and mutual clients and stakeholders.
 - f) Innovation – we will encourage new approaches and creative solutions to achieve positive outcomes for communities and consumers of health and disability services.
 - g) Quality improvement – we will work co-operatively with each other to achieve quality health and disability services with positive outcomes for consumers.

MĀORI HEALTH**B4 Māori Health Priority**

Both of us will abide by the Māori Health statement set out in clause B2 of these Standard Conditions.

- B4.1 You agree that Māori Health is a specifically identified health gain priority area. You must therefore establish and implement a Māori Health policy that reflects that fact. In developing this policy, and without limitation, you must take into account our strategic direction for Māori health in terms of minimum requirements for Māori health based on the Treaty of Waitangi, Crown objectives for Māori health and specific requirements negotiated from time to time with us.
- B4.2 You must specify how you intend to implement this policy. In particular, you will identify those services you will deliver as explicit contributions to Māori health gain priorities, how these services will be measured to ascertain what benefit is evident and other additional opportunities that may exist for furthering Māori health gain.
- B4.3 On commencement of the Agreement, you must develop your Māori health policy and operational plans after consultation with us, subject to agreement between both of us to our respective responsibilities for ensuring that the plans are adequately resourced within the current levels of funding.

SERVICE PROVISION**B5 Provision of Services**

- B5.1 You must provide the Services and conduct your practice or business:
- a) in a prompt, efficient, professional and ethical manner, and
 - b) in accordance with all relevant published Strategies issued under the Act; and
 - c) in accordance with Our obligations, and
 - d) in accordance with all relevant Law; and
 - e) from the Commencement Date and then without interruption until the Agreement ends or is ended in accordance with the Agreement.
- B5.2 Nothing in the Agreement gives you an exclusive right to provide the Services.

B6 Payments

- B6.1
- a) we will pay you in accordance with the terms of the Agreement.
 - b) We will pay you default interest on any payments due to you under the Agreement and in arrears for more than 14 days.
 - c) You must first have given us an invoice completed in the format required and we must have received it 14 working days before it is due.
 - d) "Default interest" means interest at the base rate of our bankers calculated from the due date for payment to the date of actual payment, plus the rate of 2 per cent per annum.

- e) This clause does not apply to payments due to you in respect of which we have exercised our right of set off (see clause B6.2).

B6.2 We may set off any amounts which you owe us against any payments due by us to you.

B6.3 We may withhold any further payments or portions of payments, where you:

- a) have failed to meet any reporting requirements under the agreement,
- b) are found to be in breach at the end of an Audit
- c) or your sub-contractors do not allow us access under clause "B15.2".

B6.4 In that case payments may be withheld from the date of non-compliance until such time compliance occurs.

B7 Cost and Volume Shifting

B7.1 You must not:

- a) act in such a way that increases cost to another provider,
- b) be party to any arrangement which results in our effectively having to pay more than once for the supply of the same Services or any component of them,
- c) act in such a way that shifts volumes relating to Services being provided separately by you where such volumes have been specifically related to that Service.

B8 Responsibility for Others

B8.1 You will be responsible for all acts and omissions of your employees, agents and subcontractors even if they are done without your knowledge or approval.

B9 Other Arrangements

B9.1 You must not enter into any other contract or arrangement which might prejudice your ability to meet your obligations in the Agreement

B9.2 You may (subject to your obligations in the Agreement), agree to provide Services for any other person.

B10 Subcontracting

B10.1 You may not subcontract any of the Services or part of them without our prior written consent which may not be unreasonably withheld.

B10.2 If we give consent you must comply with any reasonable conditions we impose as part of the consent.

B11 Transfer of your Rights and Obligations

B11.1 You must not transfer any part of your rights or obligations under the Agreement without our prior written consent.

QUALITY ASSURANCE**B12 Quality of Services**

B12.1 You must comply with the quality requirements set out in the Agreement.

B13 Information and Reports

B13.1 You must comply with the information requirements set out in the Agreement.

B13.2 You must keep and preserve Records and protect the security of them and make them available to us in accordance with our reasonable instructions.

B13.3 You must take all due care to ensure that in the event of your ceasing to provide the Services, the Records are properly preserved and transferred to us.

B13.4 You must keep proper business records and promptly complete a balance sheet, statement of income and expenditure and cashflows in accordance with accepted accountancy principles at the end of each financial year.

B13.5 We may use any information concerning you:

- a) for our own purposes; and
- b) for any purposes required by any Minister of the Crown or any Governmental Body.

B13.6 You must report to us in accordance with our reasonable instructions.

B13.7 We may reasonably require you to send reports direct to any Minister of the Crown or any Governmental Body within a time reasonably fixed by us.

B14 Appointment of Auditors

B14.1 We may appoint people to Audit, on our behalf, in relation to any of the matters contained in the Agreement.

B14.2 We will give you prior written notice of the names of the people we have appointed.

B14.3 Both of us must agree to the people we have appointed. You may not refuse where any or all of those people are suitably qualified and have no demonstrable conflict of interest, but your refusal may be based on some other good reason.

B14.4 Those people may take copies of any parts of the Records.

B15 Access for Audit

B15.1 You and your sub-contractors must co-operate with us fully and allow us, or our authorised agents, access to:

- a) your premises,
- b) all premises where your Records are kept,
- c) Service Users and their families,
- d) staff, sub-contractors or other personnel used by you in providing the Services,

For the purposes of and during the course of carrying out any Audit.

B15.2 We will ensure that our exercise of access under this clause B15 will not unreasonably disrupt the provision of the Services to Service Users.

B15.3 Notice of Audit

- a) we will give you prior notice of any Audit as agreed in any Audit protocols.
- b) If we believe that delay will unnecessarily prejudice the interests of any person, we may give you notice of our intention to carry out an Audit within 24 hours.

B15.4 Times for Audit

- a) Subject to Clause B15.3b an Audit may be carried out at any time during working hours and at any other reasonable times.
- b) You must ensure that the people appointed by us to carry out the Audit have access, during the hours they are entitled to Audit.

B16 Audit Process

B16.1 Subject to clause B23 in carrying out any Audit we may;

- a) Access confidential information about any Service User; and
- b) Observe the provision or delivery of the Services; and
- c) Interview or follow up Service Users and/or their families; and
- d) Interview or follow up any staff, sub-contractors or other personnel used by you in providing the Services.

B17 Financial Audit

B17.1 Despite the other provisions in this section B12.1 (Quality Assurance) we may not inspect your accounting system or record of your costs of providing the Services.

- a) We may, however, appoint as set out in the Agreement, an independent auditor to Audit;
 - i. The correctness of the information you give us; and
 - ii. Your calculations of the cost of supplying the Services; and
 - iii. Your financial position.
- b) The auditor:
 - i. Must not disclose specific details of your financial position to us; but
 - ii. May advise us if he or she considers your financial position may prejudice your ability to carry out your obligations under the Agreement.

B17.2 We retain the right to Audit under this Section B12.1 (Quality Assurance) after the Agreement ends but only to the extent that it is relevant to the period during which the Agreement exists.

B18 Insurance

- B18.1 You must immediately take out adequate comprehensive insurance throughout the term of the agreement covering your practice or business.
- B18.2 You must make sure that all the insurance cover always remains in force for the term of the Agreement or so long thereafter as required for the purposes of the Agreement.

B19 Indemnity

- B19.1 You must indemnify us against all claims, damages, penalties or losses (including costs) which we incur as the result of:
- a) Your failing to comply with your obligations in the Agreement; or
 - b) Any act or omission by you or any person for whom you are responsible.

B20 Complaints

- B20.1 You must comply with any standards for the Health sector relating to complaints
- B20.2 If there is no such standard applicable to you, then you must implement a complaints procedure in accordance with the terms of the Agreement.

B21 Complaints Body

- B21.1 You must at all reasonable times co operate with any Complaints Body and comply with its reasonable requirements.
- B21.2 We will advise a Complaints Body of any complaints we receive about you if we believe it is appropriate to do so.
- B21.3 We will give you reasonable assistance when we can in respect of any complaints made to the Privacy Commissioner which involve both of us.

B22 Warranties

- B22.1 You warrant to us that:
- a) All material information given to us by you or on your behalf is correct; and
 - b) You are not aware of anything which might prevent you from carrying out your obligations under the Agreement.
- B22.2
- a) The above warranties will be deemed to be repeated on a daily basis from the date of the Agreement and,
 - b) Your must advise us immediately if at any time either of the warranties is untrue.

B23 Limitation of our Rights

B23.1 Our rights and the rights of others to:

- a) Access confidential information about any Service User; and
- b) Observe the provisions or delivery of the Services; and
- c) Interview or follow up Service Users and/or their families,

Must be either authorised by statute or by a code of practice under the Privacy Act 1993 covering health information held by health agencies or by the informed consent of each Service User concerned. The consents will normally be in writing.

DEALING WITH PROBLEMS**B24 Notification of Problems**

B24.1 You must advise us promptly in writing:

a) Of any:

- i. changes,
- ii. problems,
- iii. significant risks,
- iv. significant issues,

which materially reduce or affect your ability to provide the Services, or are most likely to do so, including those relating to:

- v. any premises used by you,
- vi. any equipment you are using,
- vii. your key personnel; or

- b) if you materially fail to comply with any of your obligations in the Agreement; or
- c) of any serious complaints or disputes which directly or indirectly relate to the provision of the Services; or
- d) of any issues concerning the Services that might have high media or public interest.

B24.2 We must discuss with each other possible ways of remedying the matters notified. Our discussion or attempted discussions will not however limit any of our rights under the Agreement.

B24.3 You must have in place realistic and reasonable risk management processes and contingency plans to enable you to continue to provide the Services on the occurrence of any of the matters in this clause B24.

B25 Uncontrollable Events**B25.1**

- a) For the purposes of this Clause B25 an “uncontrollable event” is an event which is beyond the reasonable control of us (“the person claiming”), or an event as set out in Clause B29.4.
- b) An uncontrollable event does not include:
 - i. any risks or event which the person claiming could have prevented or overcome by taking reasonable care including having in place a realistic and reasonable risk management process; or
 - ii. a lack of funds for any reason.

B25.2 The person claiming will not be in default under the terms of the Agreement if the default is caused by an uncontrollable event.

B25.3 The person claiming must:

- a) promptly give written notice to the other specifying:
 - i. the cause and extent of that person’s inability to perform any of the person’s obligations; and
 - ii. the likely duration of the non-performance;
- b) in the meantime take all reasonable steps to remedy or reduce the uncontrollable event.

B25.4 Neither of us is obliged to settle any strike, lock out or other industrial disturbance.

B25.5 Performance of any obligation affected by an uncontrollable event must be resumed as soon as reasonably possible after the uncontrollable event ends or its impact is reduced.

B25.6 If you are unable to provide the Services as the result of an uncontrollable event we may make alternative arrangements suitable to us for the supply of the Services during the period that you are unable to supply them after we consult with you.

B25.7 If either of us is unable to perform an obligation under the Agreement for 90 days because of an uncontrollable event, both of us must first Consult and decide to what extent if any the Agreement can be varied and to continue.

B25.8 If we cannot agree that the Agreement may continue, then either of us may cancel the Agreement after giving at least 14 days prior written notice.

B25.9 Clause B34.1 will apply to cancellation of the Agreement under this clause.

B26 We May Remedy Your Failure To Meet Your Obligations

B26.1 If you fail to carry out any of your obligations in the Agreement we may do so on your behalf at your expense and risk.

B26.2 We may do this without giving you notice where the circumstances reasonably require such action. Otherwise, we will give you 7 days notice in writing of our intention to act.

- B26.3 All costs we incur in doing so, must be paid by you to us on demand or we may deduct them from moneys which we owe you.

B27 Public Statements, Issues and Advertising

B27.1

- a) Neither of us may directly or indirectly criticise the other publicly, without first fully discussing the matters of concern with the other.
- b) The discussion must be carried out in good faith and in a co-operative and constructive manner.
- c) Nothing in this clause prevents you from discussing any matters of concern with your people being your staff, subcontractors, agents or advisors.
- d) Nothing in this clause prevents you from discussing any matters of concern with our people being our staff, subcontractors, agents, advisers or persons to whom we are responsible
- e) If we are unable to resolve any differences then those differences may be referred by either of us to the Dispute Resolution process set out in clause B28.

B27.2 You may use our name or logo only with our prior written consent.

B27.3 The provisions of this clause B27 will remain in force after the Agreement ends.

B28 Dispute Resolution

B28.1 If either of us has any dispute with the other in connection with the Agreement, then:

- a) Both of us will use our best endeavours to settle the dispute or difference by agreement between us. Both of us must always act in good faith and co-operate with each other to resolve any disputes, and
- b) If the dispute or difference is not settled by agreement between us within 30 days, then, unless both of us agree otherwise:
 - i. full written particulars of the dispute must be promptly given to the other.
 - ii. The matter will be referred to mediation in accordance with the Health Sector Mediation and Arbitration Rules 1993 as amended or substituted from time to time. A copy of the Rules are available from the Ministry of Health.
- c) neither of us will initiate any litigation during the dispute resolution process outlined in paragraph b) above, unless proceedings are necessary for preserving the party's rights.
- d) both of us will continue to comply with all our obligations in the Agreement until the dispute is resolved but payments may be withheld to the extent that they are disputed.

B28.2 Clause B28.1 will not, however, apply to any dispute:

- a) concerning any renegotiation of any part of the Agreement,
- b) as to whether or not any person is an Eligible Person,
- c) directly or indirectly arising from any matter which has been referred to a Complaints Body unless the Complaints Body directs the matter to be resolved in accordance with clause B28.1.

B29 Variations to the Agreement

- B29.1 The Agreement may be varied by written agreement signed by both of us.
- B29.2 Where the Agreement is for a term exceeding 1 year, we both agree that the Agreement shall be reviewed annually.
- B29.3 Variation on requirement by Crown
- a) we may require you to vary the Agreement by written notice to you to comply with any requirement imposed on us by the Crown.
 - b) We will give you as much notice of the requirement and details of the proposed change as possible, to the extent that we are able to do so.
 - c) Both of us must Consult and decide to what extent if any the Agreement can be varied and continue on that basis.
 - d) If we cannot agree within 60 days, then either of us may cancel the Agreement after giving at least 30 days prior written notice.
 - e) You must continue to comply with your obligations under the existing Agreement until any variation of it takes effect.
- B29.4 The Agreement will be varied in the event of a disaster, local or national epidemic, emergency or war in accordance with our requirements but this clause is subject to clause B25.

B30 Our Liability

- B30.1 Except to the extent that we agree otherwise, we will not be liable to you for any claims, damages, penalties or losses (including costs) which you incur.

ENDING THE AGREEMENT**B31 Notice of Your Future Intentions**

- B31.1 Before the end of the Agreement you must give a minimum of 3 months notice if:
- a) you do not wish to enter into a new agreement with us when the Agreement ends; or
 - b) you wish to enter into a new agreement with us when the Agreement ends but on materially different terms.

This clause does not mean we must enter into a contract with you when the Agreement ends.

- B31.2 You must discuss with us your intentions before giving any notice under clause B31.1.
- B31.3 We must give you a minimum of 3 months notice if we do not intend to renew the Agreement, except where Management of Change Protocols may apply.

B32 Your Default and our Right to End the Agreement

B32.1 We may end the Agreement immediately by written notice to you on the occurrence of any of the following events:

- a) We have good reason to believe you are unable or will soon become unable to carry out all your material obligations under the Agreement.
 - i. We must, however, consult with you before ending the Agreement for this reason.
 - ii. If we believe the health or safety of any person or Population Served is at risk we may suspend your provision of the Services while we consult.
- b) You have failed to carry out any of your obligations in the Agreement; and
 - i. the failure is material; and
 - ii. it cannot be remedied
- c) if:
 - i. you are or adjudged bankrupt; or
 - ii. you are more than one person, if any of you are adjudged bankrupt; or
 - iii. you are a company and you are placed in receivership or liquidation.
- d) You have failed to carry out any of your obligations in the Agreement and the failure can be remedied by you but you fail to do so within 30 days of your receiving written notice of the default from us.
 - i. After 30 days from your receiving the notice, so long as the obligation still has not been met, we may instead of ending the Agreement;
 - ii. At any time vary or withdraw from coverage by this Agreement any of the Services in respect of which you have not met your obligation, either straight away or at any later date, and
 - iii. Cease payment for any of the services from the date of withdrawal.
 - iv. You have the same right and must follow the same procedure if we have not met any obligation and you wish to vary or withdraw any of the Services.
 - v. Any dispute regarding the withdrawal or variation of any of the Services under this paragraph d) must be resolved under clause B28.

B32.2 Nothing in clause B32.1 affects any other rights we may have against you in law of equity.

B33 Our Default and your Right to End the Agreement

B33.1 If we default on any payments which we are not entitled by the Agreement to withhold and we fail to remedy the default within 20 days of your giving us written notice of the default you may do any one or more of the following:

- a) cancel the agreement,
- b) seek specific performance of the Agreement,
- c) seek damages from us,
- d) seek penalty interest.

B34 Effect of Ending the Agreement

B34.1 Any cancellation of the Agreement will not affect:

- a) the rights or obligations of either of us which have arisen before the Agreement ends; or
- b) the operation of any clauses in the Agreement which are expressed or implied to have effect after it ends.

GENERAL**B35 Confidentiality**

B35.1

- a) except to the extent that these Standard Conditions provide otherwise, neither of us may disclose any Confidential Information to any other person.
- b) Both of us acknowledge that the Agreement, but not any Confidential Information, may be published publicly by us through any media including electronically via the Internet.

B35.2 Neither of us will disclose to any third party information which will identify any natural person (as defined in the Privacy Act 1993);

- a) without that person's informed consent; or
- b) unless authorised by statute, or by a Code of Practice under the Privacy Act 1993 covering Health Information held by Health Agencies.

B35.3. Clause B35.1 does not apply:

- a) to terms or information which are or become generally available to the public except as the result of a breach of clause B35.1; or
- b) to information which either party is required by law to supply to any person but only to the extent that the law required; or
- c) to terms or information disclosed to the professional advisers of either of us or to those involved in a Service User's clinical or care management where disclosure is reasonably necessary for the management; or
- d) to information which you are required by the Agreement to disclose or forward to any person.

B35.4 Nothing in clause B35.1 will prevent us from disclosing any terms or information in accordance with any Funding Agreement, or by direction or requirement from the Minister under the Act.

B35.5 Each of us will ensure all Confidential Information is kept secure and is subject to appropriate security and user authorisation procedures and audits.

B36 Governing Law

B36.1 The Agreement is governed by New Zealand law.

B37 Contracts (Privity) Act 1982

B37.1 No other third party may enforce any of the provisions in the Agreement.

B38 Waiver

B38.1 Any waiver by either of us must be in writing duly signed. Each waiver may be relied on for the specific purpose for which it is given.

B38.2 A failure of either one of us to exercise, or a delay by either one of us in exercising, any right given to it under the Agreement, does not mean that the right has been waived.

B39 Entire Agreement

B39.1 Each of us agree that the Agreement sets forth the entire agreement and understanding between both of us and supersedes all prior oral or written agreements or arrangements relating to its subject matter.

B40 Notices

B40.1 Any notice must be in writing and may be served personally or sent by security or registered mail or by facsimile transmission. All notices are to have endorsed on them the contract reference number given to the Agreement.

B40.2 Notices given:

- a) personally are served upon delivery;
- b) by post (other than airmail) are served three working days after posting;
- c) by airmail are served two days after posting
- d) by facsimile are served upon receipt of the correct answer back or receipt code.

B40.3 A notice may be given by an authorised officer, employee or agent of the party giving the notice.

B40.4 The address and facsimile number for each of us shall be as specified in the Agreement or such other address or number as is from time to time notified in writing to the other party.

B41 Relationship of Both of Us

B41.1 Nothing in the Agreement constitutes a partnership or joint venture between both of us or makes you an employee, agent or trustee of ourselves.

B42 Signing the Agreement

B42.1

- a) You must satisfy us that the Agreement has been properly signed by you and is a valid and enforceable agreement before we have any obligations to you under the Agreement.
- b) We may however waive all or part of this provision with or without conditions by us.

- B42.2 If the condition in clause B42.1 is not satisfied or waived by the Commencement Date or any later date we may avoid the Agreement by written notice to you.

B43 Partial Invalidity

B43.1

- a) If any provision in the Agreement is lawfully illegal, unenforceable or invalid, the determination will not affect the remainder of the Agreement which will remain in force.
- b) This clause does not affect any right of cancellation we may have in the Agreement.

GLOSSARY

B44 Definitions

B44.1 In the Agreement Terms given a meaning in the Glossary have that meaning where the context permits.

B44.2 In the Agreement

- a) "We", "us" and "our" means the District Health Board including its permitted consultants, subcontractors, agents, employees and assignees (as the context permits).
- b) "You" and "your" means the Provider named in this contract, including its permitted subcontractors, agents, employees and assignees (as the context permits).
- c) "Both of us", "each of us", "either of us" and "neither of us" refers to the parties.

B45 Interpretation

B45.1 In the Agreement

- a) A reference to a person includes any other entity or association recognised by law and the reverse;
- b) Words referring to the singular include the plural and the reverse;
- c) Any reference to any of the parties includes that parties' executors, administrators or permitted assigns, or if a company, its successors or permitted assigns or both;
- d) Everything expressed or implied in the Agreement which involves more than one person binds and benefits those people jointly and severally;
- e) Clause headings are for reference purposes only;
- f) A reference to a statute includes:
 - i. all regulations under that statute; and
 - ii. all amendments to that statute; and
 - iii. any statute substituting for it which incorporates any of its provisions.
- g) All periods of time or notice exclude the days on which they are given and include the days on which they expire;
- h) Working Days – anything required by the Agreement to be done on a day which is not a Working Day may be done on the next Working Day.

B46 Glossary Terms

<u>Expression</u>	<u>Meaning</u>
Act	The New Zealand Public Health & Disability Act 2000
Agreement	The agreement or arrangement between both of us for the provision of any Services and each schedule to that agreement or arrangement and these Standard Conditions of Contract
Audit	<p>Audit includes (without limitation) audit, inspection, evaluation or review of:</p> <ul style="list-style-type: none"> a) quality, b) service delivery c) performance requirements, d) organisational quality standards, e) information standards and, f) organisational reporting requirements, g) compliance with any of your obligations <p>in relation to the provision of the Services by you.</p>
Commencement Date	The date the Agreement comes into effect
Complaints Body	<p>Any organisation appointed:</p> <ul style="list-style-type: none"> a) under the Agreement; or b) by both of us by mutual agreement; or c) by a Health Professional Authority; or d) by law <p>to deal with complaints relating to the Services.</p>
Confidential Information	Any information disclosed either before or during the course of the Agreement, by us to you or vice versa that is agreed by both of us as being confidential and which may not be disclosed (subject to any law to the contrary) but excluding the terms of the Agreement.
Consult	<ul style="list-style-type: none"> a) Each of us must fully state our proposals and views to the other and carefully consider each response to them. b) Each of us must act in good faith and not predetermine any matter. c) Each of us must give the other adequate opportunity to consult any other interested party. <p>The obligation of either of us to Consult will be discharged if the other refuses or fails to Consult.</p>
Crown	The meaning given in the Act.

Eligible Person	<p>Any individual who:</p> <ul style="list-style-type: none"> a) is in need of the Services; and b) meets the essential eligibility criteria and other criteria, terms and conditions which, in accordance with any direction given under Section 32 of the Act or continued by Section 112(1) of the Act, or any other direction from the Minister, or the Funding Agreement, must be satisfied before that individual may receive any Services purchased by us. c) The Ministry of Health will determine if any individual is an Eligible Person if there is any dispute. <p>“Eligible People” has a corresponding meaning.</p>
End Date	The date the Agreement ends or is ended in accordance with the Agreement.
Funding Agreement	The relevant Crown funding agreement within the meaning of Section 10 of the Act, entered into by us.
Governmental Body	Includes any entity lawfully formed by, or in accordance with any direction of, the Crown or any Minister or officer of the Crown.
GST	Goods and Services Tax under the Goods and Services Tax Act 1985.
Health Professional Authority	Any authority or body that is empowered under and by virtue of any enactment of law, or the rules of any body or organisation, to exercise disciplinary powers in respect of any person who is involved in the supply of Health or Disability Services, or both.
Law	<p>Includes:</p> <ul style="list-style-type: none"> a) Any legislation, decree, judgement, order or by law; and b) Any rule, protocol, code of ethics or practice or conduct and other ethical or other standards guidelines and c) Requirements of any Health Professional Authority; and d) Any relevant standards of the New Zealand Standards Association; and e) Any future law.
Management of Change Protocols	Such protocols as may be agreed between us relating to the management of change.
Minister	The Minister of Health.
Ministry	The Ministry of Health (by whatever name known) and any other successor department of state and include the Minister of Health and the Director-General of Health and any of his her or their delegates.
Ministry of Health	Includes any of its legal successors.
DHB	The District Health Board

Our Objectives	<p>Include:</p> <ul style="list-style-type: none"> a) The objectives listed in Section 22 of the Act, and b) The objectives specified in our statement of intent (as defined in the Act). c) To meet the directions and requirements notified to us under the Act from time to time.
Person	Includes a corporation, incorporated society or other body corporate, firm, government authority, partnership, trust, joint venture, association, state or agency of a state, department of Ministry of Government and a body or other organisation, in each case whether or not having a separate legal identity.
Population Served	Means communities or targeted populations, including Eligible People, for whom Services are or may be provided.
Records	<p>Means without limitation:</p> <ul style="list-style-type: none"> a) All relevant written and electronically stored material; and b) Includes all relevant records and information held by you and your employees, subcontractors, agents and advisers.
Services	Health Services, or disability services or both as specified in the Agreement.
Service Users	Users of any of the Services.
Standard Conditions	These Standard Conditions of Contract.
Working Day	Any day on which Registered Banks are open for business in New Zealand, relative to your principal place of business.

C: PROVIDER QUALITY SPECIFICATIONS

INTRODUCTION

C1 Relationship Principles

C1.1 The following values will guide us in all our dealings with each other under the Agreement:

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

C2 Quality of Service

C2.1 These Provider Quality Specifications define the quality of service which consumers and populations served under the terms of this contract will receive. Provider quality requirements will in final form be described in three key levels.

- a) Health and Disability Sector Standards (H&DS Standards)
- b) Provider Quality Specifications (PQS)
- c) Service Specific Quality Specifications (SSQS)

C3 Health and Disability Sector Standards (H&Ds Standards)

C3.1 The Health and Disability Sector Standards (H&DS Standards) have been developed to replace several pieces of previous consumer safety legislation. Compliance with them will become mandatory when the Health and Disability Services (Safety) Bill is passed and fully implemented. At that stage compliance with the Standards will replace compliance with the regulations and statutes that apply to hospital in-patient and residential care services. As the standards are implemented the Provider Quality Specifications will be revised to those Standards, and to eliminate repetition.

C4 Provider Quality Specifications (PQS)

- C4.1 All providers are required to meet these Provider Quality Specifications (PQS). The PQS have been developed to ensure a common basis for quality among providers of similar services nationally. They focus on key processes and outcomes. The PQS apply to all services provided under the terms of this Contract.
- C4.2 These PQS include:
- a) specifications for all providers, (Sections C1 – C43 inclusive).
 - b) facility specifications only for providers who offer services to consumers within premises (C44 and C45).
- C4.3 The PQS may be supplemented in contracts by Service Specific Quality Specifications (SSQS) or by specific quality requirements in the Service Specification.

C5 Auditing and Reporting

- C5.1 We may, at any time, audit your service against an H&DS Standard (when implemented) or against a PQS or SSQS by asking you to demonstrate compliance with it. This is part of the Provider Quality Improvement Strategy, which may include regular, random and risk based auditing of services. The PQS and SSQS are not, at present, subject to regular reporting unless required elsewhere in the Agreement or as part of any specified Quality Improvement initiative. You are, however, invited to raise with us at any time any concerns you have about your ability to meet these PQS so corrective processes can be put in place. Please see also Clause C11, C12, C16, C17 and C18 of the Standard Conditions and the Schedule or Templates for Information Requirements

PROVIDER QUALITY SPECIFICATIONS**C6 PQS Apply to all Services**

- C6.1 You will operate all services covered in this Agreement according to these PQS. You will implement these requirements in a manner that is appropriate for your Organisation, taking into account:
- a) requirements of Government Māori Health Policy and Strategies,
 - b) identified needs of consumers, carers and families,
 - c) service goals and objectives,
 - d) parameters of activities,
 - e) management of risks,
 - f) any good practice guidelines endorsed by us and by the Ministry of Health,
 - g) professional standards and codes relevant to your service.

C7 Written Policy, Procedures, Programme, Protocol, Guideline, Information, System or Plan

- C7.1 Where, to meet a H&DS Standard or an PQS or SSQS, you need to develop a written policy, procedure, programme, protocol, guideline, information, system or plan etc, you will:
- a) develop such a document,

- b) demonstrate systems for reviewing and updating all such documents regularly and as required by current performance or risks,
- c) demonstrate implementation, through documentation supported as requested through interviews with staff, consumers, and Māori,
- d) Demonstrate that staff are adequately informed of the content and the intent of these written documents,
- e) provide us with a copy on request.

C8 All Staff Informed

C8.1 You will ensure that:

- a) these PQS are attached to each and every service specification contracted by us and delivered by you,
- b) employees and sub-contractors are aware of your and their responsibilities for these PQS and relevant Service Specifications as they relate to services provided.

REQUIREMENTS FOR MĀORI

Requirements for Māori, which reflect obligations contained in the Treaty of Waitangi, are specified here and elsewhere in this document.

C9 Services Meet Needs of Māori

C9.1 Your services will meet the diverse needs of Māori, and apply any strategy for Māori Health issued by the Minister.

C10 Māori Participation

C10.1 Māori participation will be integrated at all levels of strategic and service planning, development and implementation within your organisation at governance, management and service delivery levels.

This will include:

- a) consultation with, and involvement of, Māori ¹ in your strategic, operational and service processes,
- b) development of a monitoring strategy in partnership with Māori that reviews and evaluates whether Māori needs are being met by your organisation, including:
 - i. removal of barriers to accessing your services;
 - ii. facilitation of the involvement of whanau and others;
 - iii. integration of Māori values and beliefs, and cultural practices;
 - iv. availability of Māori staff to reflect the consumer population
 - v. existence, knowledge and use of referral protocols with Māori service providers in your locality.

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

- c) Education and training of staff in Māori values and beliefs and cultural practices, and in the requirements of any Māori Health Strategy,
- d) Support and development of a Māori workforce

QUALITY MANAGEMENT

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

C11 Quality Plan

- C11.1 You will have a written, implemented and at least annually reviewed Quality Plan designed to improve outcomes for consumers. This plan may be integrated into your business plan. It will describe how you manage the risks associated with the provision of services. The plan will outline a clear quality strategy and will identify the organisational arrangements to implement it. The plan will be of a size and scope appropriate to the size of your service, and will at least include:
- a) an explicit quality philosophy,
 - b) clear quality objectives,
 - c) commitment to meeting these and any other relevant Quality Specification and Standards, and guidelines for good practice as appropriate,
 - d) quality improvement systems,
 - e) written and implemented systems for monitoring and auditing compliance with your contractual requirements,
 - f) designated organisational and staff responsibilities,
 - g) processes for and evidence of consumer input into services and into development of the Quality Plan,
 - h) processes for sound financial management,
 - i) how you will address Māori issues including recognition of:
 - i. Māori participation with Strategic, Governance, Management and Service Delivery planning, implementation and review functions,
 - ii. Māori as a Government Health Gain priority area,
 - iii. The Pathways set out in any Māori Health Strategy issued by the Minister,
 - iv. Māori specific quality specifications,
 - v. Māori specific monitoring requirements,
 - vi. Māori service specific requirements.

C12 Employees Registration, Education and Training

- C12.1 Employees will be, where relevant, registered with the appropriate statutory body, and will hold a current statutory certificate.
- C12.2 Employees will have access to continuing education to support maintenance of professional registration and enhancement of service delivery/clinical practice, and to ensure practice is safe and reflects knowledge of recent developments in service delivery.

- C12.3 Your employment policies and practices will support professional career pathway development for Māori health workers; Māori service advisory positions; Māori change management positions, and the recruitment and retention of Māori employees at all levels of the organisation to reflect the consumer population.

C13 Training and Supervision of Assistants and Volunteers.

- C13.1 Assistants, volunteers and other relevant support employees will receive training to enable them to provide services safely, and will work only under the supervision and direction of appropriately qualified staff.

C14 Supervision of Trainees.

- C14.1 Trainees will be identified and will provide services only under the supervision and direction of appropriately qualified staff.

C15 Performance Management

- C15.1 You will have in place a system of performance management for all employees.

C16 Clinical Audit

- C16.1 You will have in place clinical audit/peer review processes that incorporate input from relevant health professionals from all services.

C17 Access

- C17.1 All eligible people will have fair, reasonable and timely access to effective services within the terms of this agreement. You will define and apply criteria for providing services, including any priority or eligibility criteria agreed between us. You will manage access to services within available resources and according to those criteria. You will maintain records of people who receive services and those who do not, and the criteria by which these decisions are made.

C18 Service Information

- C18.1 Potential and current consumers, and referrers, will have access to appropriately presented information in order for eligible people to access your services. This information may be in the form of a brochure and will include at least:

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

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

C19 Support for Māori

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

ACCEPTABILITY**C20 Consumer Rights**

C20.1 Each consumer will receive services in a manner that complies with the Health and Disability Commissioner Act 1994, and with all aspects of the Health and Disability Commissioner (Code of Health and Disability Services Consumers' Rights) Regulations 1996 (H&DC Code). This will include provision for the:

- a) right to be treated with respect for person, privacy and culture,
- b) freedom from discrimination, coercion, harassment, and exploitation,
- c) right to dignity and independence,
- d) right to services of an appropriate standard including legal, professional, ethical,
- e) right to effective communication,
- f) right to be fully informed,
- g) right to make an informed choice and give informed consent,
- h) right to support person present,
- i) rights in respect of teaching or research,
- j) right to complain,

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

C21 Confidentiality

C21.1 You will disclose information about consumers to any third party only:

- a) with the person's informed consent or,
- b) in accordance with the Health Information Privacy Code,
- c) to assist in effective service provision and achieving positive outcomes for the consumer.

C22 Cultural Values

C22.1 You will deliver services in a culturally appropriate and competent manner, ensuring that the integrity of each consumer's culture is acknowledged and respected. You will take account of the particular needs within the community served in order that there are no barriers to access or communication, and that your services are safe for all people. You will include significant local or service specific ethnic and other cultural groups in assessing satisfaction with services.

- C22.2 You will incorporate Māori principles/tikanga into your organisation. These may be explained in the following ways:

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

C23 Consumer Advocates

- C23.1 You will inform consumers and staff, in a manner appropriate to their communication needs, of their right to have an advocate, including to support the resolution of any complaint. You will allow advocates reasonable access to facilities, consumers, employees and information to enable them to carry out their role as an advocate. You will know of and be able to facilitate access to a Māori advocate for consumers who require this service.

C24 Consumer/Family/Whanau and Referrer Input

- C24.1 You will regularly offer consumers/families/whanau and referrers the opportunity to provide feedback as a means of improving the outcomes for consumers. When you obtain feedback from consumers by means of written surveys, you will comply with the Ministry of Health Guidelines for Consumer Surveys. Consumer input will be reflected in the maintenance and improvement of quality of service, both for the individual consumer and across the service as a whole. You will actively seek feedback from Māori by appropriate methods to improve organisation responsiveness to Māori. When requested you will make available to us the results of such surveys.

C25 Community Involvement

- C25.1 You will have in place and follow active processes for consulting with the local community in matters affecting them such as service location and building programmes.

C26 Complaints Procedure

- C26.1 You will enable consumers/families/whanau and other people to make complaints through a written and implemented procedure for the identification and management of Complaints. This procedure will meet the H&DC Code requirements and will also ensure that:
- a) the complaints procedure itself is made known to and easily understandable by consumers,
 - b) all parties have the right to be heard,
 - c) the person handling the complaint is impartial and acts fairly,
 - d) complaints are handled at the level appropriate to the complexity or gravity of the complaint,
 - e) any corrective action required following a complaint is undertaken,
 - f) it sets out the various complaints bodies to whom complaints may be made and the process for doing so. Consumers will further be advised of their right to direct their complaint to the H&D Commissioner and any other relevant complaints body, particularly in the event of non-resolution of a complaint,
 - g) complaints are handled sensitively with due consideration of cultural or other values,
 - h) Māori consumers and their whanau will have access to a Māori advocate to support them during the complaints process
 - i) consumers who complain, or on whose behalf families/whanau complain, shall continue to receive services which meet all contractual requirements,
 - j) complaints are regularly monitored by the management of the service and trends identified in order to improve service delivery,
 - k) it is consistent with any complaints policy as we may notify from time to time.

C27 Personnel Identification

- C27.1 Employees, volunteers, students or sub-contractors undertaking or observing service delivery will identify themselves to all consumers and family/whanau.

C28 Ethical Review

- C28.1 If you conduct research and innovative procedures or treatments you will have written and implemented policies and procedures for seeking ethical review and advice from a Health and Disability Ethics Committee in accordance with the current "National Standard for Ethics Committees" (or any replacement publication). You will consult with and receive approval from Māori for any research or innovative procedures or treatments which will impact on Māori.

SAFETY AND EFFICIENCY**C29 General Safety Obligation**

- C29.1 You will protect consumers, visitors and staff from exposure to avoidable/preventable risk and harm.

C30 Risk Management

- C30.1 You will have in place well developed processes for:
- a) identifying key risks including risks to health and safety,
 - b) evaluating and prioritising those risks based on their severity, the effectiveness of any controls you have and the probability of occurrence,
 - c) dealing with those risks and where possible reducing them.

C31 Equipment Maintained

- C31.1 You will ensure that equipment used is safe and maintained to comply with safety and use standards.

C32 Infection Control/Environmental and Hygiene Management

- C32.1 You will safeguard consumers, staff and visitors from infection. You will have written, implemented and regularly reviewed environmental and hygiene management/infection control policies and procedures which minimise the likelihood of adverse health outcomes arising from infection for consumers, staff and visitors. These will meet any relevant profession-specific requirements and the requirements of the Standard Universal Precautions Guidelines. They will include definitions and will clearly outline the responsibilities of all employees, including immediate action, reporting, monitoring, corrective action, and staff training to meet these responsibilities.

C33 Security

- C33.1 You will safeguard consumers, employees and visitors from intrusion and associated risks. You will have written, implemented and reviewed policies and practices relating to security to ensure that buildings, equipment and drugs are secure.

C34 Management of Internal Emergencies and External Disasters

- C34.1 You will have written, implemented and reviewed contingency management policies and procedures that minimise the adverse impact of internal emergencies and external or environmental disasters on your consumer, staff and visitors. The policies and procedures will include the processes for working with the organisations who have responsibility for co-ordinating internal and external (environmental) disaster services. These policies and procedures will be linked to your risk management processes.

C35 Incident and Accident Management

- C35.1 You will safeguard consumers, staff and visitors from untoward risk arising from avoidable incidents, accidents and hazards. You will have written, implemented and reviewed incident, accident and hazard management policies and procedures which assist in managing safety

and risk. These will include definitions of incidents and accidents and will clearly outline the responsibilities of all employees, including:

- a) taking immediate action,
- b) reporting, monitoring and corrective action to minimise incidents, accidents and hazards, and improve safety,
- c) debriefing and staff support as necessary.

C36 Prevention of Abuse and/or Neglect

- C36.1 You will safeguard consumers, staff and visitors from abuse, including physical, mental, emotional, financial and sexual maltreatment or neglect. You will have written, implemented and reviewed policy and procedures on preventing, detecting and removing abuse and/or neglect. These will include definitions of abuse and neglect and will clearly outline the responsibilities of all staff who suspect actual or potential abuse, including immediate action, reporting, monitoring and corrective action. You will ensure that relevant employees are able to participate in family, inter-agency or court proceedings to address specific cases of abuse and neglect. These procedures will also include reference to the Complaints Procedure.

EFFECTIVENESS

C37 Entry to Service

- C37.1 You will manage consumer entry to your service in a timely, equitable and efficient manner, to meet assessed need.

C38 Plan of Care/Service Plan

- C38.1 You will develop for each consumer a written, up to date plan of care/service plan and/or record of treatment which:
- a) is based on assessment of his/her individual needs, including cultural needs,
 - b) includes consultation with the consumer, and,
 - c) where appropriate, and with the consent of the consumer, includes consultation with the consumer's family/whanau and/or caregivers,
 - d) contains detail appropriate to the impact of the service on the consumer,
 - e) facilitates the achievement of appropriate outcomes as defined with the consumer,
 - f) includes plans for discharge/transfer,
 - g) provides for referral to and co-ordination with other medical services and links with community, iwi, Māori and other services as necessary.

C39 Service Provision

- C39.1 You will deliver to consumers services that meet their individual assessed needs, reflect current good practice, and are co-ordinated to minimise potentially harmful breaks in provision.

C40 Planning Discharge from the Service or Transfer between Services

C40.1 You will collaborate with other services to ensure consumers access all necessary services. When a consumer is transferred or discharged from your services and accesses other appropriate services they will do so without avoidable delay or interruption. You will have written, implemented and reviewed policies and procedures for planning discharge/exit/transfer from your services. These will facilitate appropriate outcomes as defined with the consumer. The policies and procedures will include:

- a) defined employees' responsibilities for discharge planning,
- b) incorporating discharge planning into the consumer's plan of care/service plan, where appropriate from or before admission,
- c) full involvement of the consumer in planning discharge,
- d) involvement of family/whanau, including advising them of discharge, as appropriate,
- e) assessment and management of any risks associated with the discharge,
- f) informing the consumer on their condition, possible future course of this, any risks, emergency contacts, and how to access future treatment, care or support services,
- g) where appropriate involving the original referrer and the health professional having ongoing responsibility for the consumer in planning discharge and informing them of confirmed discharge arrangements,
- h) a process for monitoring that discharge planning does take place, which includes assessment of the effectiveness of the discharge planning programme.

C41 Where Services are Declined

C41.1 You will have written and implemented policies and procedures to manage the immediate safety of the consumer for whom entry to the service is declined and, where necessary the safety of their immediate family/whanau and the wider community. These include:

C41.2

- a) applying agreed criteria for providing services,
- b) ensuring all diagnostic steps have been taken to identify serious problems which may require your service,
- c) advising the consumer and/or their family/whanau of appropriate alternative services,
- d) where appropriate advising the family/whanau or other current services that you have declined service,
- e) recording that entry has been declined, giving reasons and other relevant information,
- f) having in place processes for providing this information to us.

C42 Death/Tangihanga

C42.1 You will have written and implemented policies and procedures to follow in the event of a death including:

- a) immediate action including first aid, calling appropriate emergency services,
- b) appropriate and culturally sensitive procedures for notification of next of kin,
- c) any necessary certification and documentation including notifying us or the Ministry of Health if required in the Service Specifications,

- d) appropriate and culturally competent arrangements, particularly to meet the special needs of Māori, are taken into account in the care of the deceased, until responsibility is accepted by the family or a duly authorised person.

C43 Health Education, Disease Prevention and Health Advice/Counselling

- C43.1 You will incorporate within your services, where appropriate, an emphasis on health education, disease prevention and health advice/counselling, and support the goals of The Ministry of Health Strategy "Strengthening Public Health Action" June 1997 or subsequent publications.

FACILITIES

C44 Accessible

- C44.1 You will support consumers in accessing your services by the physical design of your facilities. You will make specific provision for consumers with a mobility, sensory or communication disability available and known to consumer. You will make services available to deaf people through the provision of interpreters and devices to assist communication.

C45 Facilities, Maintained

- C45.1 You will provide services from safe, well-designed, well-equipped, hygienic and well-maintained premises.

D: STANDARD INFORMATION SPECIFICATION

REPORTING REQUIREMENTS

D1 Information to be reported to the MoH

D1.1 Unless stated otherwise in the Service Schedule, information to be provided to us is to be provided at three monthly intervals in accordance with the timetable below. Where the Agreement begins or ends part way through a quarter, the report will be for that part of the quarter which falls within the term of the Agreement.

Any delays will be notified to Performance Reporting (see below for details).

D2 Reporting Requirement Timetable

Quarters for Reporting	Due Date
1 January to 31 March	20 April
1 April to 30 June	20 July
1 July to 30 September	20 October
1 October to 31 December	20 January

D3 Forwarding your Completed Report

You shall forward your completed Performance Monitoring Returns to:

Performance Reporting
Sector Operations
Ministry of Health
Private Bag 1942
DUNEDIN 9054

Ph: 03-474 8040

Email: performance_reporting@health.govt.nz

PART 3: SERVICE SCHEDULES

3.01 INTRODUCTION

- 3.01.1** This Part 3 contains each of the Service Schedules listed in the Head Agreement (Agreement Summary).
- 3.01.2** Each of the Service Schedules in Part 3 form part of the Agreement between us as defined in the Head Agreement or in a subsequent Variation to the Head Agreement, as applicable.
- 3.01.3** Each Service Schedule contains the Service Specifications and Provider Specific Terms and Conditions associated with the Service.
- 3.01.4** The Service Specification described the service, and set up quality and information reporting requirements additional to those specified in Part 2 (the General Terms). Note that nationally standard service descriptions may contain details (particularly Purchase Units and Reporting Requirements) which do not apply to all contracts.
- 3.01.5** The Provider Specific Terms and Conditions detail those elements of the Agreement that are unique to you. This will include payment terms, the term of the Service Schedule, and any details which differ from Part 2 (the General Terms) and/or standard Service Specification/s (including detailed clarification of any parts of the nationally standard service description which do not apply to your contract, and a full list of relevant purchase units, volumes, prices and reporting requirements).

CONTENTS OF EACH SERVICE SCHEDULE WITHIN PART 3

3.02 Service Specifications

- 3.02.1** Standard national specifications (note this may not be physically contained in the contract but will be made available for Providers in electronic and hardcopy editions for distribution within their organisations).
- a) Additional specifications (if appropriate).
- 3.02.2** Provider Specific Terms and Conditions
- a) Introduction
 - b) Details of all Volumes and Prices which apply to this Service Schedule
 - c) Reporting Requirements
 - d) Payment Details
 - e) Detail of Changes to standard documents
 - i. Summary of changes to the General Terms (if any)
 - ii. Summary of additional service specifications (if any)
 - iii. Summary of changes from standard service specification (if any)

E: PROVIDER SPECIFIC TERMS AND CONDITIONS

INTRODUCTION

E1 Service Details

It is agreed that the following details apply to this Service Schedule.

Legal Entity Name	Manurewa Marae Trust Board 2008 Incorporated
Legal Entity Number	649756
Agreement Number	376141 / 00
Agreement Commencement Date	1 April 2022
Agreement End Date	30 June 2022

E2 Standard Documentation

It is agreed that the Service Schedule includes the standard documentation in Part 2 (the General Terms), and the standard service specifications included in this Service Schedule, as amended by any changes (if any) identified below.

It is agreed that the services will be paid for in accordance with the details given in the Payment Details below.

E3 Details of all Purchase Units which apply to this Service Schedule

Purchase Unit (PU ID)	Total Price excl. GST	GST Rate (%)	Payment Type
MAOR1901 COVID-19 Manaaki Programme - Care Package for Maaori Vaccination Rollout	9(2)(b)(ii)	15	CMS
Total price for the Service Schedule			

PAYMENT DETAILS

E4 Price

The price we will pay for the Service you provide is specified above. Note that all prices are exclusive of GST.

E5 Invoicing

We will pay you on the dates set out in the Payment Schedule below for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- a) provider name (legal entity name)
- b) provider number (legal entity number)
- c) provider invoice number
- d) agreement number
- e) purchase unit number or a description of the service being provided
- f) date the invoice is due to be paid/date payment expected
- g) dollar amount to be paid
- h) period the service was provided
- i) volume, if applicable
- j) GST rate
- k) GST number
- l) full name of funder

If we do not receive an invoice from you by the date specified in the payment schedule below, then we will pay you within 20 days after we receive the invoice.

E6 Invoicing Address

Send invoices to:

providerinvoices@health.govt.nz

or post to:

Provider Payments
Ministry of Health
Private Bag 1942
Dunedin 9054

E7 Payment Schedule

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
20 May 2022	30 April 2022	April 2022
20 June 2022	31 May 2022	May 2022
20 July 2022	30 June 2022	June 2022

E8 Health Emergency Planning

- a) You must develop a Health Emergency Plan to ensure that your clients/patients and staff are provided for during a Health Emergency and ensure that this is reviewed periodically to maintain currency.
- b) The plan must identify your response to a worst case scenario pandemic event (40% of the population affected with 2% death rate).

- c) A copy of the plan shall be made available to the DHB on request and will be consistent with the DHB's pandemic and emergency plans (available from the DHB).
- d) When requested by the DHB you will be involved in processes to ensure that emergency responses are integrated, coordinated and exercised. The level of participation required will be reflective of the nature of the services you provide and the expected roles and services in an emergency situation.

E9 Children's Act 2014

According to section 15 of the Children's Act 2014², children's services cover the following:

- services provided to one or more children
- services to adults in respect of one or more children

NB At a future date, the scope of children's services can be expanded by regulations. Expansion may include services to adults which could significantly affect the well-being of children in that household.

E9.1 Child Protection Policy

If you provide children's services as per section 15 of the Children's Act 2014 you will adopt a child protection policy as soon as practicable and review the policy within three years from the date of its adoption or most recent review. Thereafter, you will review the policy at least every three years. In accordance with the requirements set out in section 19(a) and (b) of the Children's Act 2014, your child protection policy must apply to the provision of children's services (as defined in section 15 of the Act), must be written and must contain provisions on the identification and reporting of child abuse and neglect in accordance with section 15 of the Oranga Tamariki Act 1989.

E9.2 Worker Safety Checks

If you have workers that provide children's services the safety check requirements under the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015 will need to be complied with.³

² <http://www.legislation.govt.nz/act/public/2014/0040/latest/DLM5501618.html>

³ <http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482241.html>

E10 Additional Provider Specific Term and Conditions

Both of us agree that the following Additional Provider Specific Terms and Conditions apply to this Agreement.

E10.1 Agreement Term

This Agreement commences on **1 April 2022** and ends on **30 June 2022**.

E10.2 Services

E10.2.1 The Provider agrees to provide Services as described in the Service Specification. The overarching aim of the Services is to increase the COVID-19 vaccination of whaanau Maaori in the Counties Manukau region.

E10.3 Payment Terms and Conditions

The following payment terms and conditions apply to the funding described in Table E3.

Reimbursement of Costs

E10.3.1 We agree to reimburse the Provider for the actual and reasonable costs that it has incurred in delivering the Manaaki Programme – Care Packages for Maaori Vaccination Rollout Services during the Term of this Agreement as follows:

- Funding to purchase event management activities and entertainment to increase engagement and appeal to whaanau who need COVID-19 Vaccinations (dose 1, dose 2, boosters).
- Funding to purchase vouchers that the Provider can use as an extension of its health offering, to manaaki (care for, support, thank) people who have completed their first, second or booster dose of the Pfizer vaccine at its event, service or facility.

E10.3.2 The maximum funding available under this Agreement is 9(2)(b)(ii) excluding GST and will not be exceeded. A summary of event size, projected numbers and some guidance for activity, entertainment and voucher allocation is provided below in the table below.

E10.3.3 The Provider has discretion to select the event types and sizes that it believes will best meet the needs and demands of its community at the time (for example majority larger events, minority street based campaigns and vice versa).

E10.3.4 Extra Manaaki vouchers within this budget allocation may be used across events and shall be recorded accordingly. The maximum amount of funding for Manaaki vouchers and entertainment budget remains at 9(2)(b)(ii) excluding GST and Provider should make every effort to ensure the allocation is well managed to have Manaaki vouchers on offer for the number of events committed to at the start of the service period.

Event Type	Target Population	Projected Size /Numbers	Number of Manaaki vouchers Per Event	Wrap around offerings (examples)	Wrap around costs	Max number of events of this type per month
Street Activation (20-100)	<ul style="list-style-type: none"> Maaori Whole of Whaanau Whole of local community "Willing and Unable" "Unsure and uncertain" 	20 -100	80	Entertainment (DJ OR superheroes or Mahi Pai), Kai (sausage sizzle OR coffee cart OR ice-cream truck)	9(2)(b)(ii)	4
Small (50-200)		50 -200	110	Entertainment (DJ OR superheroes or Mahi Pai), Kai (sausage sizzle OR coffee cart OR ice-cream truck)		4
Medium (100 – 300)		100- 300	150	Entertainment (DJ + superheroes + Mahi Pai), Kai (sausage sizzle, coffee cart, ice-cream truck)		1
Large (300 – 500)		300 - 500	220	Entertainment (DJ + superheroes + Mahi Pai) Kai (sausage sizzle, coffee cart, ice-cream truck)		1

Event Type	\$50 Manaaki Care Pack Offering	\$100 Manaaki Care Pack Offering	\$150 Manaaki Care Pack Offering	Number of Manaaki Care Packs Per Event	Total Cost of Manaaki Care Packs per event	Wrap around costs	TOTAL
Street (20 - 100)	50	20	10	80	9(2)(b)(ii)		
Small (50-200)	60	30	20	110			
Medium (100 – 300)	80	50	20	150			
Large (300 – 500)	150	50	20	220			

E10.3.5 Storage, security and record keeping of vouchers

- Once the Provider purchases the vouchers, the Provider acknowledges that it takes full responsibility for the safe storage and security of the vouchers
- The Provider acknowledges that the vouchers will be kept safe and secure to the best of its abilities while they are in its possession.
- Any loss, theft or damage to the vouchers will be the Provider's responsibility to remedy.
- The Provider will ensure that accurate records of the number of vouchers, their location, and their worth are kept, and the Provider accepts that this information can be provided when requested by NRHCC and the DHB.

E10.3.6 The Provider also agrees:

- The vouchers will be dispensed in a fair and reasonable manner consistent with the need to increase Maaori COVID-19 vaccination rates.
- The value of the vouchers will be held in trust.
- The Provider will control, store and administer the vouchers appropriately to avoid loss and misuse
- The vouchers will not be used for any other purposes.
- To report on the number and value of vouchers given out.
- Left over vouchers can be reallocated to another event or used by the organisation for another event.

E10.3.7 Unused vouchers may be used in future events or other service delivery settings only with the prior approval of its DHB contract manager.

E10.4 Additional Payment Details

E10.4.1 The Provider will submit a monthly invoice for the fees allocated under this Agreement which include the following components:

- **Events held:** dates, size, number of people vaccinated and number of vouchers/care pack distributed

E10.4.2 The fees allocated under the Agreement cover all costs required to provide the Services. The Provider shall not apply any premium or seek to claim any additional costs or expenses in connection with or related to those prices for any special hours or days of work or for any other reason.

E10.4.3 Each time the Provider submits an invoice pursuant to this Agreement it warrants that the fees claimed are in accordance with this Agreement including the COVID-19 Funding clause set out below.

E10.4.4 The DHB will pay the Provider on the dates set out in the Payment Schedule provided the DHB has received a valid GST tax invoice from the Provider containing all of the information in clause E5

The Provider is to send all invoices to:

Fran Voykovich

Portfolio Manager – Integrated Immunisations

Counties Manukau Health

Email: Fran.Voykovich@middlemore.co.nz

E10.4.5 Failure by the DHB to dispute any invoice prior to payment will not prejudice the DHB's right to subsequently dispute the correctness of such invoice and adjust future payments accordingly.

E10.5 COVID-19 funding – requirements, review/audit and recovery

E10.5.1 The Provider acknowledges that this Agreement includes funding which has been allocated specifically for the provision of healthcare services during the COVID-19 pandemic.

E10.5.2 The Provider further acknowledges that:

- (a) the Director-General of Health has notified the DHB that double funding of services, resources, activities and/or costs during the COVID-19 pandemic will not be tolerated and indicated that any such double funding should lead to suspension of a contract; and
- (b) the Provider has an obligation to not be a party to any agreement or arrangement that results in the DHB or the government effectively having to pay more than once for the provision of the same services, resources, activities and/or costs (in part or in whole).

E10.5.3 The Provider warrants that the fees specified in this agreement are a fair and reasonable estimation of the additional costs required to meet the delivery of the Services and that no cost already recovered under another agreement or arrangement funded by the DHB or government is included (in part or in whole).

E10.5.4 The Provider agrees that that the DHB may undertake a review or financial audit at any time to ensure that the requirements of clause E10.5 are met, that is to ensure that double funding has not occurred and that the Provider has not been advantaged and recovered from this Agreement excessive funding. When determining whether double funding has occurred, the DHB will look at all government funding sources, including (without limitation) funding from the DHB, funding from other DHBs and non DHB funding (e.g. ACC funding and COVID-19 related government welfare and emergency funding).

E10.5.5 Should the DHB determine after a review or audit, that the Provider has been double funded or has recovered from this Agreement excessive funding, that excess may be recovered by the DHB as a debt due. Without limiting any other rights the DHB may have, the DHB may also elect to suspend or terminate the Agreement.

E10.6 DHB Policies and Instructions

E10.6.1 The Provider will comply with all applicable DHB policies and procedures (including health and safety, quality of service, infection control and complaints), as advised by the DHB from time to time, and will comply with the DHB's reasonable instructions.

E10.6.2 The Provider will ensure that any person to whom the DHB has objected to on reasonable grounds, will not provide or be directly or indirectly associated with the supply of the Services.

E10.7 Withholding Payments

E10.7.1 Without prejudice to any other right or remedy provided in this Agreement or otherwise at law, we may withhold any payments or portions of payments, where the Provider has failed to:

- (a) deliver or complete the Services;
- (b) meet the performance measures and timelines specified in this Agreement;
- (c) submit the reports required under this Agreement;
- (d) submit satisfactory reports to us; or
- (e) exercise due professional care and diligence in the performance of its obligations under this Agreement.

E10.8 Clawback of Funds

E10.8.1 Without prejudice to any other right or remedy provided in this Agreement or otherwise at law, we may require the Provider to repay the funding paid to it under this Agreement, or any portion of the funding that is reasonable in the circumstances, where the Provider has failed to:

- (a) deliver or complete the Services;
- (b) meet the required performance measures and timelines;
- (c) submit satisfactory reports in accordance with the reporting requirements set out in this Agreement; or
- (d) exercise all due professional care and diligence in the performance of its obligations under this Agreement.

E10.8.2 Any amount to be repaid pursuant to clause E10.8.1 will be determined by us acting reasonably and following a discussion with the Provider regarding the circumstances that have led to us seeking repayment of funding.

E10.8.3 Any disputes regarding the application of clause E10.8.1 shall be dealt with in accordance with the Dispute Resolution provisions set out in clause B28 or Part 2 (Dispute Resolution).

E10.9 Termination

E10.9.1 The Provider may terminate this Agreement by giving two days' written notice to the CMDHB if it is no longer willing or able to provide the Services.

E10.9.2 We may terminate this Agreement by giving the Provider two days' written notice if we determine that:

- (a) you have breached this Agreement; and
- (b) the breach cannot be remedied; or
- (c) five days' written notice if we determine that the Services purchased under this Agreement are no longer required.

E10.10 No Commitment to Future Funding or Contracts

E10.10.1 This Agreement expires on 30 June 2022. We do not undertake to provide any additional funding or enter into any further Agreement with the Provider after this date and the Provider acknowledges and agree that it has no expectation that we will do so.

E10.11 Renewal

E10.11.1 Both parties agree that clause B31.3 of Part 2 does not apply to this Agreement.

E10.12 One-off Funding

E10.12.1 The funding paid to the Provider under this Agreement is provided on a one-off basis.

E10.13 Privacy of Personal Information

E10.13.1 In this clause Personal Information has the meaning given to this term in the Privacy Act 2020 and Health Information has the meaning given to this term in the Health Information Privacy Code 2020.

E10.13.2 The Provider will collect, use, store and disclose Personal Information and Health Information related to the Agreement and Services in accordance with:

- (a) the Privacy Act 2020;
- (b) any Law that amends or overrides any of the Information Privacy Principles of the Privacy Act 2020 and that applies to Counties Manukau Health or the Provider;
- (c) any Code of Practice or Approved Information Sharing Agreement (as defined in the Privacy Act 2020) that amends or overrides any of the Information Privacy Principles of the Privacy Act 2020 and that applies to Counties Manukau Health or the Provider (e.g. Health Information Privacy Code 2020);
- (d) any guidelines issued by the Privacy Commissioner.

E10.13.3 Subject to clause E10.13.2 above, Counties Manukau Health and the Provider will record in the Service Specification, the details of any Personal Information and/or Health Information that will be shared between Counties Manukau Health and the Provider in connection with the Services, the purpose(s) for sharing and using the information and any agreement on the management (including security) of the information.

E10.13.4 Wherever a Provider supplies a privacy statement to clients in respect of the Services in accordance with Information Privacy Principle 3 of the Privacy Act 2020 or Rule 4 of the Health Information Privacy Code 2020, the Provider will implement any reasonable directions made by Counties Manukau Health about the content of the privacy statement, including about the purpose(s) of collection and the disclosure of information.

E10.13.5 Before making a direction under clause E10.13.4, Counties Manukau Health will consult with the Provider about the proposed content of the privacy statement, and consider any reasonable issues or concerns raised by the Provider.

E10.13.6 The Provider confirms that it has adequate security measures to safeguard Personal Information and Health Information from unauthorised access or use by third parties.

E10.13.7 Without limiting the Provider's obligation under Part 6 of the Privacy Act 2020, the Provider will notify Counties Manukau Health promptly, in writing, of any privacy breaches related to the Agreement that is likely to cause anyone serious harm. If requested by Counties Manukau Health, the Provider will submit a written report to Counties Manukau Health detailing how it plans to respond to the breach and/or steps taken to respond to the breach.

E10.13.8 The Provider will notify Counties Manukau Health promptly, in writing, if it receives a compliance notice from the Privacy Commissioner that relates to the Agreement or becomes subject to any investigation by the Privacy Commissioner that relates to the Agreement.

E10.14 Smoke-free Policy

E10.14.1 Subject to limited exceptions, the *Smoke-free Environments Act 1990* requires employers to take all reasonable steps to ensure that no person smokes at any time in a workplace. In addition to meeting the Provider's requirements under the Act, Counties Manukau Health expects the Provider to have a wider role in promoting health and wellbeing to support achievement of the New Zealand government's goal for a Smoke-free Aotearoa in 2025 by supporting service users and staff not to smoke. Therefore, in addition to complying with the requirements laid out in the Smoke-free Environments Act, from 1 July 2017 the Provider will adopt a Smoke-free Policy. At a minimum, the Provider's Smoke-free Policy is to:

- (a) Be written;
- (b) Be aligned with CMDHB's Smokefree Policy;
- (c) Describe the Provider's organisation's internal and external smoke-free environments;
- (d) Specify how the Provider will provide smoking cessation support and advice to staff;
- (e) Specify how the Provider will provide smoking cessation support and advice to service users; and
- (f) Describe the actions the Provider will take to ensure that the Policy is adhered to.

We encourage the Provider to identify a Smokefree Champion for its organisation to ensure its policy is robust and adhered to. A template policy and associated resources and support are available from smokefree@middlesmore.co.nz

E10.15 Healthy Food and Drink Policy

E10.15.1 DHBs expect the Provider to have a role in promoting the health and wellbeing of your service users, staff and visitors to the Provider's service by supporting them to make healthy food and drink choices. From 1 July 2017, the Provider will adopt a *Healthy Food and Drink Policy* covering all food and drinks sold on sites, and provided to service users, staff and visitors under the Provider's jurisdiction. At a minimum, the Provider's Policy is to be written and reflect the principles of the National District Health Boards and Ministry of Health Healthy Food and Drink Policy, which aligns with the Ministry of Health's Eating and Activity Guidelines. A template policy can be found at:

<https://www.health.govt.nz/publication/healthy-food-and-drink-policy-organisations>

E10.16 Uncontrollable Events

E10.16.1 The Provider acknowledges and agrees that this Agreement has been established to specifically support the public health sector response to the COVID-19 pandemic. Accordingly, the COVID-19 pandemic is not considered an 'uncontrollable event' for the purposes of clause B25 of the Agreement.

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F: SERVICE SPECIFICATIONS

Manaaki Programme – Care Packages for Maaori Vaccination Rollout

1.0 Background

Since the commencement of the COVID-19 vaccination programme in 2020, Maaori have continued to have the lowest vaccination rates of all ethnic groups both nationally and regionally (this includes rates for both first and second doses, boosters and the 5-11 year old roll out). The impact of these low vaccination rates, alongside factors such as the tight knit nature of Maaori communities and the infectivity of COVID-19, has resulted in a high burden of disease for Maaori, with high rates of morbidity and hospitalisation.

In late 2021 the NRHCC implemented a 12 week sprint aimed at closing the equity gap for Maaori. Maaori providers across Metro Auckland rolled out a highly successful outreach campaign which engaged whaanau Maaori who had not previously responded to or been engaged in the wider vaccination programme. This campaign included large weekend events held in local community settings, street level campaigns with street by street activations and door knocking.

The outreaches were informed through strategic partnerships, engagement with marae, schools, community organisations and sports clubs. A key element of this outreach approach included the different offerings providers were able to use to engage whaanau in either kōrero about vaccinations or through actual vaccination events. These offerings included kai trucks, music, entertainment, manaaki vouchers and kai packs.

This programme aims to follow a similar kaupapa, supporting providers' to deliver a Manaaki programme with tailored whaanau activations fit for their communities, supported by koha offerings. Based on recent evidence we are confident that building on the targeted campaign approach delivered in 2021 will result again in a higher uptake of all COVID vaccinations and Immunisations for Maaori by the end of June 2022.

2.0 Service Principles

The principles of Te Tiriti o Waitangi, as articulated by the Courts and the Waitangi Tribunal, provide the framework for how we will meet our obligations, these principals are adapted to align with the vaccination programme and support packages which will be offered to whaanau. These principles are also applicable to the wider health and disability system, inclusive of the response to COVID-19. Principles include:

- **Tino rangatiratanga**, which provides for Maaori self-determination and mana motuhake. Maaori are key decision-makers in the design, delivery, and monitoring of health and disability services and the response to COVID-19. In this instance Maaori providers will also determine, with whaanau, what level of koha is reciprocated based on the whaanau needs.
- **Equity**, the Crown to commits to achieving equitable health outcomes for Maaori and to eliminate health disparities resulting from COVID-19. This includes the active surveillance and monitoring of Maaori health and tracking immunisation status to ensure a proportionate and coordinated response to health needs.

- **Active protection**, requiring the Crown to act, to the fullest extent practicable, to protect Maaori health and achieve equitable health outcomes for Maaori in the response to COVID-19. Including the implementation of measures to equip whaanau, hapū, iwi and Maaori communities with the resources to undertake and respond to public health measures to prevent and/or manage the spread of COVID-19. Providing vouchers, rapid antigen tests, masks all contribute to supplementing whaanau household income and the cost of transport used to travel for the vaccination and providing access to resources.
- **Options**, the Crown will provide for and properly resource kaupapa Maaori health and disability services in the response to COVID-19. Furthermore, the Crown is obliged to ensure that all health and disability services are provided in a culturally appropriate way that recognises and supports the expression of hauora Maaori models of care.
- **Partnership**, the Crown and Maaori will work in partnership in the governance, design, delivery, and monitoring of the response to COVID-19. This contributes to a shared responsibility for achieving health equity for Maaori.

Meeting our obligations under Te Tiriti o Waitangi is necessary if we are to ensure iwi, hapū, whaanau, and Maaori communities and organisations are our active partners in preventing and addressing the potential impacts of COVID-19 amongst our whaanau.

3.0 Services

- 3.1 The aim of this service is to increase COVID-19 vaccination coverage for Maaori people living in areas where coverage for these communities is currently low. You agree to:
- Hold vaccination events to the total maximum value of \$126,500, encouraging the uptake of COVID-19 vaccinations for whaanau Maaori.
 - Manaaki (care for, support, thank) people who have completed their first, second or booster dose of the Pfizer vaccine at its event, service or facility

4.0 Location

- 4.1 You agree to deliver the Services from the physical address/s specified below:
- South Auckland region

5.0 Reporting

- 5.1 You agree to report at the end of the quarter the following information for each event held during this quarter to your NRHCC Programme Manager and DHB Contract Manager:
- The number of events you held within the quarter
 - The size of the event according to table above (large, medium, small, street activation)
 - The number of vouchers and dollar value of vouchers you gave out to people at each event
 - A brief narrative about how vouchers were given out, and what impact these have had on your ability to engage, encourage and support your patients/whaanau and community.
 - A brief narrative on any insights or feedback received from whaanau that provide an indication of acceptability and suitability of our event based, whaanau based offering
 - A brief narrative on any learnings observed or experienced and improvement ideas, any issues and barriers.

Variation to Agreement

between



Private Bag 93311
Otahuhu
Auckland 1640

Contact:

Frances Voykovich

and

Manurewa Marae Trust Board 2008 Incorporated

NZBN: 9429043092918

**COVID-19 Manaaki Programme - Care Packages for Maori
Vaccination Rollout**

PO Box 88161
Clendon
Auckland

Ph: 09-267 8768

Contact:

Natasha Kemp

CONTENTS OF THIS AGREEMENT

A:	SUMMARY	2
B:	PROVIDER SPECIFIC TERMS AND CONDITIONS	3

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A: SUMMARY

A1 Definitions

- a. "we", "us", "our" means Te Whatu Ora - Health New Zealand
- b. "you", "your" means Manurewa Marae Trust Board 2008 Incorporated
- c. "either of us" means either we or you
- d. "both of us" means both we and you

A2 The Agreement

In 2022 both of us entered into a Health and Disability Services Agreement (the Agreement). The Agreement commenced on 1 April 2022 and ended on 30 June 2022 and was numbered (649756 / 376141/00).

A3 Variation

This is the 01 variation to the Agreement and extends the Agreement term and modifies service details. This variation to the Agreement begins on 01 July 2022 and ends on 31 December 2022.

A4 Section B

The attached Section B includes all of the adjustments to this Agreement as a result of this variation.

A5 Remainder of Agreement

The remaining terms and conditions of the Agreement are confirmed in all respects except for the variations as set out in this document.

A6 Signatures

Please confirm your acceptance of the Agreement by signing where indicated below.

For Te Whatu Ora - Health New Zealand:

For Manurewa Marae Trust Board 2008 Incorporated:



(signature)

Name Margaret White

Position Chief Financial Officer

Date 2 August 2022



(signature)

Name Takutai Moana Natasha Kemp

Position CEO Manurewa Marae

Date 24 August 2022

B: PROVIDER SPECIFIC TERMS AND CONDITIONS

B1 It is agreed that the following details apply to this Variation

Legal Entity Name	Manurewa Marae Trust Board 2008 Incorporated
Legal Entity Number	649756
Contract Number	376141 / 01
Variation Commencement Date	01 July 2022
Variation End Date	31 December 2022

B2 Details of all purchase units which apply to this Variation

Purchase Unit (PU ID)	Total Price excl. GST	GST Rate (%)	Payment Type
MAOR1901 COVID-19 Manaaki Programme - Care Package for Maaori Vaccination Rollout	N/A	15	CMS

PAYMENT DETAILS

B3 Price

B3.1 The price we will pay for the Service you provide is specified above. Note that all prices are exclusive of GST.

B4 Invoicing

B4.1 We will pay you on the dates set out in the Payment Schedule below for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- a. provider name (legal entity name)
- b. provider number (legal entity number)
- c. provider invoice number
- d. contract number
- e. purchase unit number or a description of the service being provided
- f. date the invoice is due to be paid/date payment expected
- g. dollar amount to be paid
- h. period the service was provided
- i. volume, if applicable
- j. GST rate
- k. GST number

I. full name of funder

If we do not receive an invoice from you by the date specified in the payment schedule below, then we will pay you within 20 days after we receive the invoice.

B5 Invoicing Address

Send invoices to:

providerinvoices@health.govt.nz

or post to:

Te Whatu Ora - Health New Zealand
Provider Payments
Private Bag 1942
Dunedin 9054

B6 Payment Schedule

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
22 August 2022	31 July 2022	July 2022
20 September 2022	31 August 2022	August 2022
20 October 2022	30 September 2022	September 2022
21 November 2022	31 October 2022	October 2022
20 December 2022	30 November 2022	November 2022
20 January 2023	31 December 2022	December 2022

B7 Health Emergency Planning

- You must develop a Health Emergency Plan to ensure that your clients/patients and staff are provided for during a Health Emergency and ensure that this is reviewed periodically to maintain currency.
- The plan must identify your response to a worst-case scenario pandemic event (40% of the population affected with 2% death rate)
- A copy of the plan shall be made available to the Te Whatu Ora - Health New Zealand on request and will be consistent with the Te Whatu Ora - Health New Zealand's pandemic and emergency plans (available from the Te Whatu Ora - Health New Zealand).
- When requested by Te Whatu Ora - Health New Zealand you will be involved in processes to ensure that emergency responses are integrated, coordinated and exercised. The level of participation required will be reflective of the nature of the services you provide and the expected roles and services in an emergency situation.

B8 Children's Act 2014

According to section 15 of the Children's Act 2014¹, children's services cover the following:

- services provided to one or more children
- services to adults in respect of one or more children

NB At a future date, the scope of children's services can be expanded by regulations. Expansion may include services to adults which could significantly affect the well-being of children in that household.

¹ <http://www.legislation.govt.nz/act/public/2014/0040/latest/DLM5501618.html>

B8.1 Child Protection Policy

If you provide children's services as per section 15 of the Children's Act 2014 you will adopt a child protection policy as soon as practicable and review the policy within three years from the date of its adoption or most recent review. Thereafter, you will review the policy at least every three years. In accordance with the requirements set out in section 19(a) and (b) of the Children's Act 2014, your child protection policy must apply to the provision of children's services (as defined in section 15 of the Act), must be written and must contain provisions on the identification and reporting of child abuse and neglect in accordance with section 15 of the Oranga Tamariki Act 1989.

B8.2 Worker Safety Checks

If you have workers that provide children's services, the safety check requirements under the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015 will need to be complied with.²

B9 Geographical Area

This contract is limited to the geographical area that Counties Manukau DHB previously represented under the New Zealand Public Health and Disability Act 2000.

B10 Purpose of this Variation

The purpose of this Variation is to:

- a. extend the term of the Agreement for 6 months; and
- b. amend the Additional Provider Specific Terms and Conditions.

B10.1 This Variation

The Parties agree that the Agreement is varied as follows effective from 1 July 2022:

- a. All references to the Agreement End Date being the 30 June 2022 are deleted and replaced with "**31 December 2022**".
- b. The Additional Provider Specific Terms and Conditions contained in the previous Variation continue to apply except for the following:
 - i. clause E10.3.4 is deleted and replaced with the following:
 - *E10.3.4 Extra Manaaki vouchers within this budget allocation may be used across events and shall be recorded accordingly. The maximum amount of funding for Manaaki vouchers and entertainment budget remains at 9(2)(b)(ii) excluding GST and Provider should make every effort to ensure the allocation is well managed to have Manaaki vouchers on offer for the number of events committed to at the start of the service period.*

² <http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482241.html>

Event Type	Target Population	Projected Size /Numbers	Number of Manaaki vouchers Per Event	Wrap around offerings (examples)	Wrap around costs
Street Activation (20-100)	<ul style="list-style-type: none"> • Maaori • Whole of Whaanau • Whole of local community • "Willing and Unable" • "Unsure and uncertain" 	20 -100	80	Entertainment (DJ OR superheroes or Mahi Pai), Kai (sausage sizzle OR coffee cart OR ice-cream truck)	9(2)(b)(ii)
Small (50-200)		50 -200	110	Entertainment (DJ OR superheroes or Mahi Pai), Kai (sausage sizzle OR coffee cart OR ice-cream truck)	
Medium (100 - 300)		100- 300	150	Entertainment (DJ + superheroes + Mahi Pai), Kai (sausage sizzle, coffee cart, ice-cream truck)	
Large (300 - 500)		300 - 500	220	Entertainment (DJ + superheroes + Mahi Pai), Kai (sausage sizzle, coffee cart, ice-cream truck)	

The Provider has the discretion to select the best type and number of events that will support their vaccination efforts and will fit within the remainder of their contracted budget as at 30 June 2022. The Provider must adhere to the Event Type spends as per the table below to ensure the cost of the Manaaki Care Packs and wrap around costs are relevant to the event size.

Event Type	\$50 Manaaki Care Pack Offering	\$100 Manaaki Care Pack Offering	\$150 Manaaki Care Pack Offering	Number of Manaaki Care Packs Per Event	Total Cost of Manaaki Care Packs per event	Wrap around costs	TOTAL
Street (20 - 100)	50	20	10	80	\$6,000	\$2,500	\$8,500
Small (50-200)	60	30	20	110	\$9,000	\$2,500	\$11,500
Medium (100 - 300)	80	50	20	150	\$12,000	\$4,000	\$16,000
Large (300 - 500)	150	50	20	220	\$15,500	\$5,000	\$20,500

- ii. A new clause is added as clause E10.17

E10.17 Both Parties acknowledge that there is no additional funding under this Variation. This means that any services provided during this extended period must be delivered within the existing funding envelope provided for in the 00 Variation.

Subject to amendments indicated above, all other Agreement terms and conditions remain the same.

Proactively released

Agreement

between

Te Aka Whai Ora

Māori Health Authority

PO Box 5013
Lambton Quay
Wellington 6140

Contact:

Pamela Hewlett

and

Manurewa Marae Trust Board

2008 Incorporated

NZBN: 9429043092918

**School Based Health Service at Te Wharekura O
Manurewa**

PO Box 88161
Clendon
Auckland

Contact:

Natasha Kemp

CONTENTS OF THIS AGREEMENT

PART 1 HEAD AGREEMENT

Section A Summary

PART 2 GENERAL TERMS

Section B Standard Conditions of Contract (SCC)

Section C Provider Quality Specifications (PQS)

Section D Standard Information Specifications (SIS)

PART 3 SERVICE SCHEDULES

Section E Provider Specific Terms and Conditions

Section F Service Specification

A: SUMMARY

A1 Agreement to Purchase and Provide Services

- A1.1 We agree to purchase and you agree to provide services on the terms and conditions set out in the Agreement.
- A1.2 The Agreement means all documents included in Part 1 (this document, to be referred to as the **Head Agreement**), together with Parts 2 and 3 (the documents listed in the Agreement Summary below).
- A1.3 The Agreement sets out the entire agreement and understanding between us and supersedes all prior oral or written agreements or arrangements relating to its subject matter.

A2 Duration of the Agreement, and Components of the Agreement

- A2.1 Part 2 (the General Terms) will apply for the period specified in the Agreement Summary below, or until terminated in accordance with the Agreement, subject to any rights to review, extend, vary or terminate any of these documents in accordance with the terms of this Agreement.
- A2.2 Each Service Schedule will apply for the period specified in Part 3, and shown in the Agreement Summary below, subject to any rights to review, extend, vary or terminate any of these documents in accordance with the terms of this Agreement.
- A2.3 The Agreement will automatically terminate upon the expiry of all Service Schedules in Part 3. Notwithstanding any end date given in Part 2 (the General Terms) the terms and conditions of Part 2, including the right to terminate the Agreement of any part of the Agreement, Part 2 (the General Terms) will be deemed to continue as long as there is one or more active Service Schedule in Part 3.

A3 Relative Priorities of the Component Parts of the Agreement

- A3.1 In the event of any conflict between the terms of the Provider Specific Terms and Conditions within Part 3 (Service Schedules) and any other part of the Agreement, the terms of the Provider Specific Terms and Conditions within Part 3 (Service Schedules) will have priority.
- A3.2 In the event of any conflict between the terms of Part 2 (the General Terms) and Part 3 (the Service Schedules), the terms of the Service Schedules will have priority.

- A3.3 In the event of any conflict between the terms of Section B (the Standard Conditions of Contract) and Section E (the Provider Type Terms and Conditions), the terms of Section E (the Provider Type Terms and Conditions) will have priority.

A4 Enforceability of the Agreement, and its Component Parts

- A4.1 If any provision in any of the documents listed in the Agreement Summary below is lawfully held to be illegal, unenforceable or invalid, the determination will not affect the remainder of the relevant document or the Agreement, which will remain in force.

- A4.2 If an entire document listed in the Agreement Summary below is lawfully held to be illegal, unenforceable or invalid, the determination will not affect any other documents listed in the summary or the Agreement, which will remain in force.
- A4.3 If any provision in any of the documents or an entire document listed in the Agreement Summary below is held to be illegal, unenforceable or invalid, then we agree to take such steps or make such modifications to the provision or document as are necessary to ensure that it is made legal, enforceable or valid. This is in addition to and not in substitution of our rights to give notice of the terms and conditions on which we will make payments to you pursuant to section 88 of the New Zealand Public Health and Disability Act 2000 or otherwise.
- A4.4 The above provisions with respect to illegality, unenforceability or invalidity are not to affect any rights validly to terminate any of the documents in the above schedule or the Agreement as a whole in accordance with the terms of the Agreement or otherwise.
- A5 Agreement Summary**
- A5.1 This section lists all documents included in The Agreement. The Agreement comes into effect from the commencement date identified in Part 1 below. This summary will be updated, by a contract variation, whenever there is a change to this list.

A6 Part 1 – The Head Agreement

Document	Commencement Date
This document	1 November 2022

A7 Part 2 – The General Terms

Document	Document Version No.	Commencement Date	End Date, if specified
Conditions of Contract	1.0	1 November 2022	30 June 2023
Provider Quality Specifications	1.0	1 November 2022	30 June 2023
Standard Information Specifications	1.0	1 November 2022	30 June 2023
Provider Type Terms and Conditions	1.0	1 November 2022	30 June 2023

A8 Part 3 - The Service Schedules


Service Schedule(s)	Reference/ Version No.	Commencement Date	End date
COCH0031 Additional SBHS	1.0	1 November 2022	30 June 2023

A9 Signatures

Please confirm your acceptance of the Agreement by signing where indicated below.

For Te Aka Whai Ora - Māori Health
Authority:

For Manurewa Marae Trust Board 2008
Incorporated:



(signature)

(signature)

Name Timneen Taljard
Position Acting Chief Financial Officer
Date 16 November 2022

Name
Position
Date

PART 2: GENERAL TERMS

- 2. 01** This Part 2 contains all of the parts of the Head Contract, as listed in the Contract Agreement (Agreement Summary).
- 2. 02** Each of the documents in Part 2 (the Head Contract) form part of the Agreement between us, as defined in the Contract Agreement or in a subsequent Variation to the Contract Agreement, as applicable.
- 2. 03** Section B -the Standard Conditions of Contract set out the conditions on which our relationship with all our providers is based.
- 2. 04** Section C -the Provider Quality Specification (PQS) sets out the minimum quality of service required of all our providers. Where appropriate, the PQS also requires providers to meet the Ngā Paerewa Health and Disability Services Standard (NZS 8134:2021). The PQS applies to all Services provided under the Agreement. More detailed and service specific quality requirements are included in the Service Schedules.
- 2. 05** Section D -the Standard Information Specifications (SIS) sets out information management principles required of all our providers. The SIS applies to all Services provided under the Agreement. More detailed and service specific information requirements are included in the Service Schedules.

B: STANDARD CONDITIONS OF CONTRACT

INTRODUCTION

B1 Standard Conditions

- B1.1** Any Agreement you enter into with us will be deemed to include the following Standard Conditions.
- B1.2** If however any other terms in the Agreement directly conflict with these Standard Conditions, the other terms will have priority.
- B1.3** There is a glossary at the back of these Standard Conditions setting out definitions, interpretations and terms used.

B2 Māori Health

An overarching aim of the health and disability sector is the improvement of Māori health outcomes and the reduction of Māori health inequalities. You must comply with any:

- (a) Māori specific service requirements;
- (b) Māori specific quality requirements; and
- (c) Māori specific monitoring requirements

contained in any Service Schedules to this Agreement.

B3 Relationship Principles

- B3.1** The following values will guide us in all our dealings with each other under the Agreement:

Integrity – we will act towards each other honestly and in good faith.

Good communication – we will listen, talk and engage with each other openly and promptly including clear and timely written communication.

Enablement – we will seek to enable each other to meet our respective objectives and commitments to achieve positive outcomes for communities and consumers of health and disability services.

Trust and co-operation – we will work in a co-operative and constructive manner recognising each other's viewpoints and respecting each other's differences.

Accountability – we will each recognise the accountabilities that each of us have to our respective and mutual clients and stakeholders.

Innovation – we will encourage new approaches and creative solutions to achieve positive outcomes for communities and consumers of health and disability services.

Quality improvement – we will work co-operatively with each other to achieve quality health and disability services with positive outcomes for consumers.

B4 Reserved

SERVICE PROVISION

B5 Provision of Services

B5.1 You must provide the Services and conduct your practice or business:

In a prompt, efficient, professional and ethical manner, and
In accordance with all relevant published Strategies issued under the Act; and
In accordance with Our obligations, and
in accordance with all relevant Law; and
from the Commencement Date and then without interruption until the Agreement ends or is ended in accordance with the Agreement.

B5.2 Nothing in the Agreement gives you an exclusive right to provide the Services.

B6 Payments

B6.1 We will pay you in accordance with the terms of the Agreement.

We will pay you default interest on any payments due to you under the Agreement and in arrears for more than 14 days.

You must first have given us an invoice completed in the format required and we must have received it 14 working days before it is due.

“Default interest” means interest at the base rate of our bankers calculated from the due date for payment to the date of actual payment, plus the rate of 2 per cent per annum.

This clause does not apply to payments due to you in respect of which we have exercised our right of set off (see clause B6.2).

B6.2 In that case payments may be withheld from the date of non-compliance until such time compliance occurs.

B7 Cost and Volume Shifting

B7.1 You must not:

- a) act in such a way that increases cost to another provider,
- b) be party to any arrangement which results in our effectively having to pay more than once for the supply of the same Services or any component of them,
- c) act in such a way that shifts volumes relating to Services being provided separately by you where such volumes have been specifically related to that Service.

B8 Responsibility for Others

- B8.1 You will be responsible for all acts and omissions of your employees, agents and subcontractors even if they are done without your knowledge or approval.

B9 Other Arrangements

- B9.1 You must not enter into any other contract or arrangement which might prejudice your ability to meet your obligations in the Agreement.
- B9.2 You may (subject to your obligations in the Agreement), agree to provide Services for any other person.

B10 Subcontracting

- B10.1 You may not subcontract any of the Services or part of them without our prior written consent which may not be unreasonably withheld.
- B10.2 If we give consent you must comply with any reasonable conditions we impose as part of the consent.

B11 Transfer of your Rights and Obligations

- B11.1 You must not transfer any part of your rights or obligations under the Agreement without our prior written consent.

QUALITY ASSURANCE**B12 Quality of Services**

- B12.1 You must comply with the quality requirements set out in the Agreement.

B13 Information and Reports

- B13.1 You must comply with the information requirements set out in the Agreement.
- B13.2 You must keep and preserve Records and protect the security of them and make them available to us in accordance with our reasonable instructions.
- B13.3 You must take all due care to ensure that in the event of your ceasing to provide the Services, the Records are properly preserved and transferred to us.
- B13.4 You must keep proper business records and promptly complete a balance sheet, statement of income and expenditure and cashflows in accordance with accepted accountancy principles at the end of each financial year.
- B13.5 We may use any information concerning you:
- a) for our own purposes; and
 - b) for any purposes required by any Minister of the Crown or any Governmental Body.
- B13.6 You must report to us in accordance with our reasonable instructions.
- B13.7 We may reasonably require you to send reports direct to any Minister of the Crown or any Governmental Body within a time reasonably fixed by us.

B14 Appointment of Auditors

- B14.1 We may appoint people to Audit, on our behalf, in relation to any of the matters contained in the Agreement.
- B14.2 We will give you prior written notice of the names of the people we have appointed.
- B14.3 Both of us must agree to the people we have appointed. You may not refuse where any or all of those people are suitably qualified and have no demonstrable conflict of interest, but your refusal may be based on some other good reason.
- B14.4 Those people may take copies of any parts of the Records.

B15 Access for Audit

- B15.1 You and your sub-contractors must co-operate with us fully and allow us or our authorised agents, access to:
- a) your premises,
 - b) all premises where your Records are kept,
 - c) service users and their families,
 - d) staff, sub-contractors or other personnel used by you in providing the Services,
- For the purposes of and during the course of carrying out any Audit.
- B15.2 We will ensure that our exercise of access under this clause B15 will not unreasonably disrupt the provision of the Services to Service Users.
- B15.3 Notice of Audit
- a) we will give you prior notice of any Audit as agreed in any Audit protocols.
 - b) If we believe that delay will unnecessarily prejudice the interests of any person, we may give you notice of our intention to carry out an Audit within 24 hours.
- B15.4 Times for Audit
- a) Subject to Clause B15.3b an Audit may be carried out at any time during working hours and at any other reasonable times.
 - b) You must ensure that the people appointed by us to carry out the Audit have access, during the hours they are entitled to Audit.

B16 Audit Process

- B16.1 Subject to clause B23, in carrying out any Audit we may:
- a) Access confidential information about any Service User; and
 - b) Observe the provision or delivery of the Services; and
 - c) Interview or follow up Service Users and/or their families; and
 - d) Interview or follow up any staff, sub-contractors or other personnel used by you in providing the Services.

B17 Financial Audit

B17.1 Despite the other provisions in this section B12 (Quality Assurance) we may not inspect your accounting system or record of your costs of providing the Services.

a) We may, however, appoint as set out in the Agreement, an independent auditor to Audit;

- i. The correctness of the information you give us; and
- ii. Your calculations of the cost of supplying the Services; and
- iii. Your financial position.

b) The auditor:

- i. Must not disclose specific details of your financial position to us; but
- ii. May advise us if he or she considers your financial position may prejudice your ability to carry out your obligations under the Agreement.

B17.2 We retain the right to Audit under this Section B12 (Quality Assurance) after the Agreement ends but only to the extent that it is relevant to the period during which the Agreement exists.

B18 Insurance

B18.1 You must immediately take out adequate comprehensive insurance throughout the term of the agreement covering your practice or business.

B18.2 You must make sure that all the insurance cover always remains in force for the term of the Agreement or so long thereafter as required for the purposes of the Agreement.

B19 Indemnity

B19.1 You must indemnify us against all claims, damages, penalties or losses (including costs) which we incur as the result of:

- a) Your failing to comply with your obligations in the Agreement; or
- b) Any act or omission by you or any person for whom you are responsible.

B20 Complaints

B20.1 You must comply with any standards for the Health sector relating to complaints

B20.2 If there is no such standard applicable to you, then you must implement a complaints procedure in accordance with the terms of the Agreement.

B21 Complaints Body

B21.1 You must at all reasonable times co-operate with any Complaints Body and comply with its reasonable requirements.

B21.2 We will advise a Complaints Body of any complaints we receive about you if we believe it is appropriate to do so.

B21.3 We will give you reasonable assistance when we can in respect of any complaints made to the Privacy Commissioner which involve both of us.

B22 Warranties

B22.1 You warrant to us that:

- a) All material information given to us by you or on your behalf is correct; and
- b) You are not aware of anything which might prevent you from carrying out your obligations under the Agreement.

B22.2

- a) The above warranties will be deemed to be repeated on a daily basis from the date of the Agreement and,
- b) You must advise us immediately if at any time either of the warranties is untrue.

B23 Limitation of our Rights

B23.1 Our rights and the rights of others to:

- a) Access confidential information about any Service User; and
- b) Observe the provisions or delivery of the Services; and
- c) Interview or follow up Service Users and/or their families,

Must be either authorised by statute or by a code of practice under the Privacy Act 2020 covering health information held by health agencies or by the informed consent of each Service User concerned. The consents will normally be in writing.

DEALING WITH PROBLEMS**B24 Notification of Problems**

B24.1 You must advise us promptly in writing:

- a) Of any:
 - i. changes,
 - ii. problems,
 - iii. significant risks,
 - iv. significant issues,

which materially reduce or affect your ability to provide the Services, or are most likely to do so, including those relating to:

- v. any premises used by you,
 - vi. any equipment you are using,
 - vii. your key personnel; or
- b) if you materially fail to comply with any of your obligations in the Agreement; or
- c) of any serious complaints or disputes which directly or indirectly relate to the provision of the Services; or
- d) of any issues concerning the Services that might have high media or public interest.

- B24.2 We must discuss with each other possible ways of remedying the matters notified. Our discussion or attempted discussions will not however limit any of our rights under the Agreement.
- B24.3 You must have in place realistic and reasonable risk management processes and contingency plans to enable you to continue to provide the Services on the occurrence of any of the matters in this clause B24.

B25 Uncontrollable Events**B25.1**

- a) For the purposes of this Clause B25 an "uncontrollable event" is an event which is beyond the reasonable control of us ("the person claiming"), or an event as set out in Clause B29.4.
- b) An uncontrollable event does not include:
- i. any risks or event which the person claiming could have prevented or overcome by taking reasonable care including having in place a realistic and reasonable risk management process; or
 - ii. a lack of funds for any reason.

- B25.2 The person claiming will not be in default under the terms of the Agreement if the default is caused by an uncontrollable event.

B25.3 The person claiming must:

- a) promptly give written notice to the other specifying:
- i. the cause and extent of that person's inability to perform any of the person's obligations; and
 - ii. the likely duration of the non-performance;
- b) in the meantime take all reasonable steps to remedy or reduce the uncontrollable event.

- B25.4 Neither of us is obliged to settle any strike, lock out or other industrial disturbance.

- B25.5 Performance of any obligation affected by an uncontrollable event must be resumed as soon as reasonably possible after the uncontrollable event ends or its impact is reduced.

- B25.6 If you are unable to provide the Services as the result of an uncontrollable event we may make alternative arrangements suitable to us for the supply of the Services during the period that you are unable to supply them after we consult with you.

- B25.7 If either of us is unable to perform an obligation under the Agreement for 90 days because of an uncontrollable event, both of us must first Consult and decide to what extent if any the Agreement can be varied and to continue.

- B25.8 If we cannot agree that the Agreement may continue, then either of us may cancel the Agreement after giving at least 14 days prior written notice.

- B25.9 Clause B34.1 will apply to cancellation of the Agreement under this clause.

B26 We May Remedy Your Failure To Meet Your Obligations

- B26.1 If you fail to carry out any of your obligations in the Agreement we may do so on your behalf at your expense and risk.
- B26.2 We may do this without giving you notice where the circumstances reasonably require such action. Otherwise, we will give you 7 days notice in writing of our intention to act.
- B26.3 All costs we incur in doing so, must be paid by you to us on demand or we may deduct them from moneys which we owe you.

B27 Public Statements, Issues and Advertising

- B27.1
- a) Neither of us may directly or indirectly criticise the other publicly, without first fully discussing the matters of concern with the other.
 - b) The discussion must be carried out in good faith and in a co-operative and constructive manner.
 - c) Nothing in this clause prevents you from discussing any matters of concern with your people being your staff, subcontractors, agents or advisors.
 - d) Nothing in this clause prevents you from discussing any matters of concern with our people being our staff, subcontractors, agents, advisers or persons to whom we are responsible.
 - e) If we are unable to resolve any differences then those differences may be referred by either of us to the Dispute Resolution process set out in clause B28.
- B27.2 You may use our name or logo only with our prior written consent.
- B27.3 The provisions of this clause B27 will remain in force after the Agreement ends.

B28 Dispute Resolution

- B28.1 If either of us has any dispute with the other in connection with the Agreement, then:
- a) Both of us will use our best endeavours to settle the dispute or difference by agreement between us. Both of us must always act in good faith and co-operate with each other to resolve any disputes, and
 - b) If the dispute or difference is not settled by agreement between us within 30 days, then, unless both of us agree otherwise:
 - i. full written particulars of the dispute must be promptly given to the other.
 - ii. The matter will be referred to mediation in accordance with the as amended or substituted from time to time. A copy of the Rules are available from the Ministry of Health.
 - c) neither of us will initiate any litigation during the dispute resolution process outlined in paragraph b) above, unless proceedings are necessary for preserving the party's rights.
 - d) both of us will continue to comply with all our obligations in the Agreement until the dispute is resolved by payments may be withheld to the extent that they are disputed.

B28.2 Clause B28.1 will not, however, apply to any dispute:

- a) concerning any renegotiation of any part of the Agreement,
- b) as to whether or not any person is an Eligible Person,
- c) directly or indirectly arising from any matter which has been referred to a Complaints Body unless the Complaints Body directs the matter to be resolved in accordance with clause B28.1.

B29 Variations to the Agreement

B29.1 The Agreement may be varied by written agreement signed by both of us.

B29.2 Where the Agreement is for a term exceeding 1 year, we both agree that the Agreement shall be reviewed annually.

B29.3 Variation on requirement by Crown

- a) We may require you to vary the Agreement by written notice to you to comply with any requirement imposed on us by the Crown.
- b) We will give you as much notice of the requirement and details of the proposed change as possible, to the extent that we are able to do so.
- c) Both of us must Consult and decide to what extent if any the Agreement can be varied and then continue on that basis.
- d) If we cannot agree within 60 days, then either of us may cancel the Agreement after giving at least 30 days prior written notice.
- e) You must continue to comply with your obligations under the existing Agreement until any variation of it takes effect.

B29.4 The Agreement will be varied in the event of a disaster, local or national epidemic, emergency or war in accordance with our requirements but this clause is subject to clause B25.

B30 Our Liability

B30.1 Except to the extent that we agree otherwise, we will not be liable to you for any claims, damages, penalties or losses (including costs) which you incur.

ENDING THE AGREEMENT

B31 Notice of Your Future Intentions

B31.1 Before the end of the Agreement you must give a minimum of 3 months notice if:

- a) you do not wish to enter into a new agreement with us when the Agreement ends; or
- b) you wish to enter into a new agreement with us when the Agreement ends but on materially different terms.

This clause does not mean we must enter into a contract with you when the Agreement ends.

B31.2 You must discuss with us your intentions before giving any notice under clause B31.1.

B31.3 We must give you a minimum of 3 months notice if we do not intend to renew the Agreement, except where Management of Change Protocols may apply.

B32 Your Default and our Right to End the Agreement

B32.1 We may end the Agreement immediately by written notice to you on the occurrence of any of the following events:

- a) We have good reason to believe you are unable or will soon become unable to carry out all your material obligations under the Agreement.
 - i. We must, however, consult with you before ending the Agreement for this reason.
 - ii. If we believe the health or safety of any person or Population Served is at risk we may suspend your provision of the Services while we consult.
- b) You have failed to carry out any of your obligations in the Agreement; and
 - i. the failure is material; and
 - ii. it cannot be remedied
- c) if:
 - i. you are or adjudged bankrupt; or
 - ii. you are more than one person, if any of you are adjudged bankrupt; or
 - iii. you are a company and you are placed in receivership or liquidation.
- d) You have failed to carry out any of your obligations in the Agreement and the failure can be remedied by you but you fail to do so within 30 days of your receiving written notice of the default from us.
- e) After 30 days from your receiving the notice, so long as the obligation still has not been met, we may instead of ending the Agreement;
 - i. At any time vary or withdraw from coverage by this Agreement any of the Services in respect of which you have not met your obligation, either straight away or at any later date, and
 - ii. Cease payment for any of the services from the date of withdrawal.
- f) You have the same right and must follow the same procedure if we have not met any obligation and you wish to vary or withdraw any of the Services.
- g) Any dispute regarding the withdrawal or variation of any of the Services under this paragraph d) must be resolved under clause B28.

B32.2 Nothing in clause B32.1 affects any other rights we may have against you in law or in equity.

B33 Our Default and your Right to End the Agreement

B33.1 If we default on any payments which we are not entitled by the Agreement to withhold and we fail to remedy the default within 20 days of your giving us written notice of the default you may do any one or more of the following:

- a) Cancel the agreement,
- b) Seek specific performance of the Agreement,
- c) Seek damages from us,

- d) Seek penalty interest.

B34 Effect of Ending the Agreement

B34.1 Any cancellation of the Agreement will not affect:

- a) the rights or obligations of either of us which have arisen before the Agreement ends; or
- b) the operation of any clauses in the Agreement which are expressed or implied to have effect after it ends

GENERAL

B35 Confidentiality

B35.1

- a) Except to the extent that these Standard Conditions provide otherwise, neither of us may disclose any Confidential Information to any other person.
- b) Both of us acknowledge that the Agreement, but not any Confidential Information, may be published publicly by us through any media including electronically via the Internet.

B35.2 Neither of us will disclose to any third party information which will identify any natural person (as defined in the Privacy Act 2020);

- a) without that person's informed consent; or
- b) unless authorised by statute, or by a Code of Practice under the Privacy Act 2020 covering Health Information held by Health Agencies.

B35.3 Clause B35.1 does not apply:

- a) to terms or information which are or become generally available to the public except as the result of a breach of clause B35.1; or
- b) to information which either party is required by law to supply to any person but only to the extent that the law required; or
- c) to terms or information disclosed to the professional advisers of either of us or to those involved in a Service User's clinical or care management where disclosure is reasonably necessary for the management; or
- d) to information which you are required by the Agreement to disclose or forward to any person.

B35.4 Nothing in clause B35.1 will prevent us from disclosing any terms or information in accordance with any Funding Agreement, or by direction or requirement from the Minister under the Act

B35.5 Each of us will ensure all Confidential Information is kept secure and is subject to appropriate security and user authorisation procedures and audits.

B36 Governing Law

B36.1 The Agreement is governed by New Zealand law.

B37 Contractual Privity

B37.1 No other third party may enforce any of the provisions in the Agreement.

B38 Waiver

B38.1 Any waiver by either of us must be in writing duly signed. Each waiver may be relied on for the specific purpose for which it is given.

B38.2 A failure of either one of us to exercise, or a delay by either one of us in exercising, any right given to it under the Agreement, does not mean that the right has been waived.

B39 Entire Agreement

B39.1 Each of us agree that the Agreement sets forth the entire agreement and understanding between both of us and supersedes all prior oral or written agreements or arrangements relating to its subject matter.

B40 Notices

B40.1 Any notice must be in writing and may be served personally or sent by security or registered mail or by facsimile transmission. All notices are to have endorsed on them the contract reference number given to the Agreement.

B40.2 Notices given:

- a) personally are served upon delivery;
- b) by post (other than airmail) are served three days after posting;
- c) by airmail are served two days after posting;
- d) by facsimile are served upon receipt of the correct answer back or receipt code.

B40.3 A notice may be given by an authorised officer, employee or agent of the party giving the notice.

B40.4 The address and facsimile number for each of us shall be as specified in the Agreement or such other address or number as is from time to time notified in writing to the other party.

B41 Relationship of Both of Us

B41.1 Nothing in the Agreement constitutes a partnership or joint venture between both of us or makes you an employee, agent or trustee of ourselves.

B42 Signing the Agreement

B42.1

- a) You must satisfy us that the Agreement has been properly signed by you and is a valid and enforceable agreement before we have any obligations to you under the Agreement.
- b) We may however waive all or part of this provision with or without conditions by us.

B42.2 If the condition in clause B42.1 is not satisfied or waived by the Commencement Date or any later date we may void the Agreement by written notice to you.

B43 Partial Invalidity**B43.1**

- a) If any provision in the Agreement is lawfully illegal, unenforceable or invalid, the determination will not affect the remainder of the Agreement which will remain in force.
- b) This clause does not affect any right of cancellation we may have in the Agreement.

GLOSSARY**B44 Definitions**

B44.1 In the Agreement Terms given a meaning in the Glossary have that meaning where the context permits.

B44.2 In the Agreement

- a) "We", "us" and "our" means Te Aka Whai Ora - Māori Health Authority, a Crown agent established by s 11 of the Pae Ora (Healthy Futures) Act 2022, and includes its permitted consultants, subcontractors, agents, employees and assignees (as the context permits).
- b) "You" and "your" means the Provider named in this contract, including its permitted subcontractors, agents, employees and assignees (as the context permits).
- c) "Both of us", "each of us", "either of us" and "neither of us" refers to the parties.

B45 Interpretation

B45.1 In the Agreement:

- a) A reference to a person includes any other entity or association recognised by law and the reverse;
- b) Words referring to the singular include the plural and the reverse;
- c) Any reference to any of the parties includes that party's executors, administrators or permitted assigns, or if a company, its successors or permitted assigns or both;
- d) Everything expressed or implied in the Agreement which involves more than one person binds and benefits those people jointly and severally;
- e) Clause headings are for reference purposes only;
- f) A reference to a statute includes:
 - i. all regulations under that statute; and
 - ii. all amendments to that statute; and
 - iii. any statute substituting for it which incorporates any of its provisions.
- g) All periods of time or notice exclude the days on which they are given and include the days on which they expire;
- h) Working Days – anything required by the Agreement to be done on a day which is not a Working Day may be done on the next Working Day.

B46 Glossary Terms

Expression	Meaning
Act	Pae Ora (Healthy Futures) Act 2022
Agreement	The agreement or arrangement between both of us for the provision of any Services and each schedule to that agreement or arrangement and these Standard Conditions of Contract
Audit	Audit includes (without limitation) audit, inspection, evaluation or review of: <ul style="list-style-type: none"> a) quality, b) service delivery c) performance requirements, d) organisational quality standards, e) information standards and, f) organisational reporting requirements, g) compliance with any of your obligations in relation to the provision of the Services by you.
Commencement Date	The date the Agreement comes into effect
Complaints Body	Any organisation appointed: <ul style="list-style-type: none"> a) under the Agreement; or b) by both of us by mutual agreement; or c) by a Health Professional Authority; or d) by law to deal with complaints relating to the Services.
Confidential Information	Any information disclosed either before or during the course of the Agreement, by us to you or vice versa that is agreed by both of us as being confidential and which may not be disclosed (subject to any law to the contrary) but excluding the terms of the Agreement.
Consult	<ul style="list-style-type: none"> a) Each of us must fully state our proposals and views to the other and carefully consider each response to them. b) Each of us must act in good faith and not predetermine any matter. c) Each of us must give the other adequate opportunity to consult any other interested party. The obligation of either of us to Consult will be discharged if the other refuses or fails to Consult.
Crown	The meaning given in the Act.

Eligible Person	Any individual who: <ul style="list-style-type: none"> a) is in need of the Services; and b) meets the essential eligibility criteria and other criteria, terms and conditions which, in accordance with any direction given under Section 32 of the Act or continued by Section 112(1) of the Act, or any other direction from the Minister, or the Funding Agreement, must be satisfied before that individual may receive any Services purchased by us. c) The Ministry of Health will determine if any individual is an Eligible Person if there is any dispute. <p>"Eligible People" has a corresponding meaning.</p>
End Date	The date the Agreement ends or is ended in accordance with the Agreement.
Funding Agreement	The relevant Crown funding agreement within the meaning of Section 10 of the Act, entered into by us.
Governmental Body	Includes any entity lawfully formed by, or in accordance with any direction of, the Crown or any Minister or officer of the Crown.
GST	Goods and Services Tax under the Goods and Services Tax Act 1985.
Ministry of Health	Includes any of its legal successors.
Health Professional Authority	Any authority or body that is empowered under and by virtue of any enactment of law, or the rules of any body or organisation, to exercise disciplinary powers in respect of any person who is involved in the supply of Health or Disability Services, or both.
Law	Includes: <ul style="list-style-type: none"> a) Any legislation, decree, judgement, order or by law; and b) Any rule, protocol, code of ethics or practice or conduct and other ethical or other standards, guidelines and c) Requirements of any Health Professional Authority; and d) Any relevant standards of the New Zealand Standards Association; and e) Any future law.
Management of Change Protocols	Such protocols as may be agreed between us relating to the management of change.
Minister	The Minister of Health.
Ministry	The Ministry of Health (by whatever name known) and any other successor department of state and include the Minister of Health and the Director-General of Health and any of his her or their delegates.
Person	Includes a corporation, incorporated society or other body corporate, firm, government authority, partnership, trust, joint venture, association, state or agency of a state, department of Ministry of Government and a body or other organisation, in each case whether or not having a separate legal identity.
Population Served	Means communities or targeted populations, including Eligible People, for whom Services are or may be provided.

Records	Means without limitation: a) All relevant written and electronically stored material; and b) Includes all relevant records and information held by you and your employees, subcontractors, agents and advisers.
Services	Health Services, or disability services or both as specified in the Agreement.
Service Users	Users of any of the Services.
Standard Conditions	These Standard Conditions of Contract.
Working Day	Any day on which Registered Banks are open for business in New Zealand, relative to your principal place of business.

C: PROVIDER QUALITY SPECIFICATIONS

INTRODUCTION

C1 Relationship Principles

C1.1 The following values will guide us in all our dealings with each other under the Agreement:

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

C2 Quality of Service

C2.1 These Provider Quality Specifications define the quality of service which consumers and populations served under the terms of this contract will receive. Provider quality requirements will in final form be described in three key levels.

- a) Ngā Paerewa Health and Disability Services Standards (NZS 8134:2021)
- b) Provider Quality Specifications (PQS)
- c) Service Specific Quality Specifications (SSQS)

C3 Health and Disability Services Standard

C3.1 Ngā Paerewa Health and Disability Services Standard (NZS 8134:2021) provides the foundation for describing best practice and fostering continuous improvement in the quality of health and disability services. It sets out the rights of people and ensures service providers know their responsibilities for safe outcomes.

C4 Provider Quality Specifications (PQS)

C4.1 All providers are required to meet these Provider Quality Specifications (PQS). The PQS

have been developed to ensure a common basis for quality among providers of similar services nationally. They focus on key processes and outcomes. The PQS apply to all services provided under the terms of this Contract.

C4.2 These PQS include:

- a) specifications for all providers, (Sections C1 – C40 inclusive).
- b) facility specifications only for providers who offer services to consumers within premises (C41 and C42).

C4.3 The PQS may be supplemented in contracts by Service Specific Quality Specifications (SSQS) or by specific quality requirements in the Service Specification.

C5 Auditing and Reporting

C5.1 We may, at any time, audit your service against the Ngā Paerewa Health and Disability Services Standard (NZS 8134:2021) or against a PQS or SSQS by asking you to demonstrate compliance with it. This is part of the Provider Quality Improvement Strategy, which may include regular, random and risk based auditing of services. The PQS and SSQS are not, at present, subject to regular reporting unless required elsewhere in the Agreement or as part of any specified Quality Improvement initiative. You are, however, invited to raise with us at any time any concerns you have about your ability to meet these PQS so corrective processes can be put in place. Please see also Clause C11, C12, C16, C17 and C18 of the Standard Conditions and the Schedule or Templates for Information Requirements.

PROVIDER QUALITY SPECIFICATIONS

C6 PQS Apply to All Services

C6.1 You will operate all services covered in this Agreement according to these PQS. You will implement these requirements in a manner that is appropriate for your Organisation, taking into account:

- a) requirements of Government Māori Health Policy and Strategies,
- b) identified needs of consumers, carers and families,
- c) service goals and objectives,
- d) parameters of activities,
- e) management of risks,
- f) any good practice guidelines endorsed by us and by the Ministry of Health,
- g) professional standards and codes relevant to your service.

C7 Written Policy, Procedures, Programme, Protocol, Guideline, Information, System or Plan

- C7.1 Where, to meet a standard in Ngā Paerewa Health and Disability Services Standard (NZS 8134:2021) or an PQS or SSQS, you need to develop a written policy, procedure, programme, protocol, guideline, information, system or plan etc, you will:
- a) Develop such a document,
 - b) Demonstrate systems for reviewing and updating all such documents regularly and as required by current performance or risks,
 - c) Demonstrate implementation, through documentation supported as requested through interviews with staff, consumers, and Māori,
 - d) Demonstrate that staff are adequately informed of the content and the intent of these written documents,
 - e) Provide us with a copy on request.

C8 All Staff Informed

- C8.1 You will ensure that:
- a) these PQS are attached to each and every service specification contracted by us and delivered by you,
 - b) employees and sub-contractors are aware of your and their responsibilities for these PQS and relevant Service Specifications as they relate to services provided

C9 Requirements for Māori

- C9.1 Requirements for Māori are specified here and elsewhere in this Agreement.
- C9.2 Your services will meet the diverse needs of Māori, and apply any strategy for Māori Health issued by the Minister.

C10 Māori Participation

- C10.1 Māori participation will be integrated at all levels of strategic and service planning, development and implementation within your organisation at governance, management and service delivery levels.

This will include:

- a) consultation with, and involvement of, Māori¹ in your strategic, operational and service processes,
- b) development of a monitoring strategy in partnership with Māori that reviews and evaluates whether Māori needs are being met by your organisation, including:

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

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

QUALITY MANAGEMENT

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

C11 Quality Plan

- C11.1 You will have a written, implemented and at least annually reviewed Quality Plan designed to improve outcomes for consumers. This plan may be integrated into your business plan. It will describe how you manage the risks associated with the provision of services. The plan will outline a clear quality strategy and will identify the organisational arrangements to implement it. The plan will be of a size and scope appropriate to the size of your service, and will at least include:
- a) an explicit quality philosophy,
 - b) clear quality objectives,
 - c) commitment to meeting these and any other relevant Quality Specification and Standards, and guidelines for good practice as appropriate,
 - d) quality improvement systems,
 - e) written and implemented systems for monitoring and auditing compliance with your contractual requirements,
 - f) designated organisational and staff responsibilities,
 - g) processes for and evidence of consumer input into services and into development of the Quality Plan,
 - h) processes for sound financial management,
 - i) how you will address Māori issues including recognition of:
 - i. Māori participation with Strategic, Governance, Management and Service Delivery planning, implementation and review functions,
 - ii. Māori as a Government Health Gain priority area,
 - iii. The Pathways set out in any Māori Health Strategy issued by the Minister,
 - iv. Māori specific quality specifications,
 - v. Māori specific monitoring requirements,
 - vi. Māori service specific requirements.

C12 Employees Registration, Education and Training

- C12.1 Employees will be, where relevant, registered with the appropriate statutory body, and will hold a current statutory certificate.
- C12.2 Employees will have access to continuing education to support maintenance of professional registration and enhancement of service delivery/clinical practice, and to ensure practice is safe and reflects knowledge of recent developments in service delivery.
- C12.3 Your employment policies and practices will support professional career pathway development for Māori health workers; Māori service advisory positions; Māori change management positions, and the recruitment and retention of Māori employees at all levels of the organisation to reflect the consumer population.

C13 Training and Supervision of Assistants and Volunteers.

- C13.1 Assistants, volunteers and other relevant support employees will receive training to enable them to provide services safely, and will work only under the supervision and direction of appropriately qualified staff.

C14 Supervision of Trainees.

- C14.1 Trainees will be identified and will provide services only under the supervision and direction of appropriately qualified staff.

C15 Performance Management

- C15.1 You will have in place a system of performance management for all employees.

C16 Clinical Audit

- C16.1 You will have in place clinical audit/peer review processes that incorporate input from relevant health professionals from all services.

C17 Access

- C17.1 All eligible people will have fair, reasonable and timely access to effective services within the terms of this agreement. You will define and apply criteria for providing services, including any priority or eligibility criteria agreed between us. You will manage access to services within available resources and according to those criteria. You will maintain records of people who receive services and those who do not, and the criteria by which these decisions are made.

C18 Service Information

- C18.1 Potential and current consumers, and referrers, will have access to appropriately presented information in order for eligible people to access your services. This information may be in the form of a brochure and will include at least:
- a) the services you offer,
 - b) the location of those services,
 - c) the hours the service is available,

- d) how to access the service (e.g. whether a referral is required),
- e) consumer rights and responsibilities including copy of H&DC Code of Rights, and Complaints Procedure,
- f) availability of cultural support,
- g) after hours or emergency contact if necessary or appropriate,
- h) any other important information in order for people to access your services.

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

C19 Support for Māori

- C19.1 You will facilitate support from whanau/hapu/iwi; kuia/kaumatua; rongoa practitioners; spiritual advisors; Māori staff and others as appropriate for Māori accessing your service.

ACCEPTABILITY

C20 Consumer Rights

- C20.1 Each consumer will receive services in a manner that complies with the Health and Disability Commissioner Act 1994, and with all aspects of the Health and Disability Commissioner (Code of Health and Disability Services Consumers' Rights) Regulations 1996 (H&DC Code). This will include provision for the:

- a) right to be treated with respect for person, privacy and culture,
- b) freedom from discrimination, coercion, harassment, and exploitation,
- c) right to dignity and independence,
- d) right to services of an appropriate standard including legal, professional, ethical,
- e) right to effective communication,
- f) right to be fully informed,
- g) right to make an informed choice and give informed consent,
- h) right to support person present,
- i) rights in respect of teaching or research,
- j) right to complain,

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

C21 Confidentiality

- C21.1 You will disclose information about consumers to any third party only:
- a) with the person's informed consent or,
 - b) in accordance with the Health Information Privacy Code,
 - c) to assist in effective service provision and achieving positive outcomes for the consumer.

C22 Cultural Values

- C22.1 You will deliver services in a culturally appropriate and competent manner, ensuring that the integrity of each consumer's culture is acknowledged and respected. You will take account of the particular needs within the community served in order that there are no barriers to access or communication, and that your services are safe for all people. You will include significant local or service specific ethnic and other cultural groups in assessing satisfaction with services.
- C22.2 You will incorporate Māori principles/tikanga into your organisation. These may be explained in the following ways:

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

C23 Consumer Advocates

- C23.1 You will inform consumers and staff, in a manner appropriate to their communication needs, of their right to have an advocate, including to support the resolution of any complaint. You will allow advocates reasonable access to facilities, consumers, employees and information to enable them to carry out their role as an advocate. You will know of and be able to facilitate access to a Māori advocate for consumers who require this service.

C24 Consumer/Family/Whanau and Referrer Input

- C24.1 You will regularly offer consumers/families/whanau and referrers the opportunity to provide feedback as a means of improving the outcomes for consumers. When you obtain feedback from consumers by means of written surveys, you will comply with the Ministry of Health Guidelines for Consumer Surveys. Consumer input will be reflected in the maintenance and

improvement of quality of service, both for the individual consumer and across the service as a whole. You will actively seek feedback from Māori by appropriate methods to improve organisation responsiveness to Māori. When requested you will make available to us the results of such surveys.

C25 Community Involvement

- C25.1 You will have in place and follow active processes for consulting with the local community in matters affecting them such as service location and building programmes.

C26 Complaints Procedure

- C26.1 You will enable consumers/families/whanau and other people to make complaints through a written and implemented procedure for the identification and management of Complaints. This procedure will meet the H&DC Code requirements and will also ensure that:
- a) the complaints procedure itself is made known to and easily understandable by consumers,
 - b) all parties have the right to be heard,
 - c) the person handling the complaint is impartial and acts fairly,
 - d) complaints are handled at the level appropriate to the complexity or gravity of the complaint,
 - e) any corrective action required following a complaint is undertaken,
 - f) it sets out the various complaints bodies to whom complaints may be made and the process for doing so. Consumers will further be advised of their right to direct their complaint to the H&DC Commissioner and any other relevant complaints body, particularly in the event of non-resolution of a complaint,
 - g) complaints are handled sensitively with due consideration of cultural or other values,
 - h) Māori consumers and their whanau will have access to a Māori advocate to support them during the complaints process,
 - i) consumers who complain, or on whose behalf families/whanau complain, shall continue to receive services which meet all contractual requirements,
 - j) complaints are regularly monitored by the management of the service and trends identified in order to improve service delivery,
 - k) it is consistent with any complaints policy as we may notify from time to time.

C27 Personnel Identification

- C27.1 Employees, volunteers, students or sub-contractors undertaking or observing service delivery will identify themselves to all consumers and family/whanau.

C28 Ethical Review

- C28.1 If you conduct research and innovative procedures or treatments you will have written and implemented policies and procedures for seeking ethical review and advice from a Health and Disability Ethics Committee in accordance with the current "National Standard for Ethics Committees" (or any replacement publication). You will consult with and receive approval from Māori for any research or innovative procedures or treatments which will impact on Māori.

SAFETY AND EFFICIENCY**C29 General Safety Obligation**

- C29.1 You will protect consumers, visitors and staff from exposure to avoidable/preventable risk and harm.

C30 Risk Management

- C30.1 You will have in place well developed processes for:
- a) identifying key risks including risks to health and safety,
 - b) evaluating and prioritising those risks based on their severity, the effectiveness of any controls you have and the probability of occurrence,
 - c) dealing with those risks and where possible reducing them.

C31 Equipment Maintained

- C31.1 You will ensure that equipment used is safe and maintained to comply with safety and use standards.

C32 Infection Control/Environmental and Hygiene Management

- C32.1 You will safeguard consumers, staff and visitors from infection. You will have written, implemented and regularly reviewed environmental and hygiene management/infection control policies and procedures which minimise the likelihood of adverse health outcomes arising from infection for consumers, staff and visitors. These will meet any relevant profession-specific requirements and the requirements of the Standard Universal Precautions Guidelines. They will include definitions and will clearly outline the responsibilities of all employees, including immediate action, reporting, monitoring, corrective action, and staff training to meet these responsibilities.

C33 Security

- C33.1 You will safeguard consumers, employees and visitors from intrusion and associated risks. You will have written, implemented and reviewed policies and practices relating to security to ensure that buildings, equipment and drugs are secure.

C34 Management Of Internal Emergencies and External Disasters

- C34.1 You will have written, implemented and reviewed contingency management policies and procedures that minimise the adverse impact of internal emergencies and external or environmental disasters on your consumer, staff and visitors. The policies and procedures will include the processes for working with the organisations who have responsibility for co-ordinating internal and external (environmental) disaster services. These policies and procedures will be linked to your risk management processes.

C35 Incident and Accident Management

- C35.1 You will safeguard consumers, staff and visitors from untoward risk arising from avoidable incidents, accidents and hazards. You will have written, implemented and reviewed incident, accident and hazard management policies and procedures which assist in managing safety

and risk. These will include definitions of incidents and accidents and will clearly outline the responsibilities of all employees, including:

- a) taking immediate action,
- b) reporting, monitoring and corrective action to minimise incidents, accidents and hazards, and improve safety,
- c) debriefing and staff support as necessary.

C36 Prevention of Abuse and/or Neglect

- C36.1 You will safeguard consumers, staff and visitors from abuse, including physical, mental, emotional, financial and sexual maltreatment or neglect. You will have written, implemented and reviewed policy and procedures on preventing, detecting and removing abuse and/or neglect. These will include definitions of abuse and neglect and will clearly outline the responsibilities of all staff who suspect actual or potential abuse, including immediate action, reporting, monitoring and corrective action. You will ensure that relevant employees are able to participate in family, inter-agency or court proceedings to address specific cases of abuse and neglect. These procedures will also include reference to the Complaints Procedure.

EFFECTIVENESS

C37 Entry to Service

- C37.1 You will manage consumer entry to your service in a timely, equitable and efficient manner, to meet assessed need.

C38 Plan of Care/Service Plan

- C38.1 You will develop for each consumer a written, up to date plan of care/service plan and/or record of treatment which:
- a) is based on assessment of his/her individual needs, including cultural needs,
 - b) includes consultation with the consumer, and,
 - c) where appropriate, and with the consent of the consumer, includes consultation with the consumer's family/whanau and/or caregivers,
 - d) contains detail appropriate to the impact of the service on the consumer,
 - e) facilitates the achievement of appropriate outcomes as defined with the consumer,
 - f) includes plans for discharge/transfer,
 - g) provides for referral to and co-ordination with other medical services and links with community, iwi, Māori and other services as necessary.

C39 Service Provision

- C39.1 You will deliver to consumers services that meet their individual assessed needs, reflect current good practice, and are co-ordinated to minimise potentially harmful breaks in provision.

C40 Planning Discharge from the Service or Transfer between Services

C40.1 You will collaborate with other services to ensure consumers access all necessary services. When a consumer is transferred or discharged from your services and accesses other appropriate services they will do so without avoidable delay or interruption. You will have written, implemented and reviewed policies and procedures for planning discharge/exit/transfer from your services. These will facilitate appropriate outcomes as defined with the consumer. The policies and procedures will include:

- a) defined employees' responsibilities for discharge planning,
- b) incorporating discharge planning into the consumer's plan of care/service plan, where appropriate from or before admission,
- c) full involvement of the consumer in planning discharge,
- d) involvement of family/whanau, including advising them of discharge, as appropriate,
- e) assessment and management of any risks associated with the discharge,
- f) informing the consumer on their condition, possible future course of this, any risks, emergency contacts, and how to access future treatment, care or support services,
- g) where appropriate involving the original referrer and the health professional having ongoing responsibility for the consumer in planning discharge and informing them of confirmed discharge arrangements,
- h) a process for monitoring that discharge planning does take place, which includes assessment of the effectiveness of the discharge planning programme.

C41 Where Services are Declined

C41.1 You will have written and implemented policies and procedures to manage the immediate safety of the consumer for whom entry to the service is declined and, where necessary the safety of their immediate family/whanau and the wider community. These include:

C41.2

- a) applying agreed criteria for providing services,
- b) ensuring all diagnostic steps have been taken to identify serious problems which may require your service,
- c) advising the consumer and/or their family/whanau of appropriate alternative services,
- d) where appropriate advising the family/whanau or other current services that you have declined service,
- e) recording that entry has been declined, giving reasons and other relevant information,
- f) having in place processes for providing this information to us.

C42 Death/Tangihanga

C42.1 You will have written and implemented policies and procedures to follow in the event of a death including:

- a) immediate action including first aid, calling appropriate emergency services,
- b) appropriate and culturally sensitive procedures for notification of next of kin,
- c) any necessary certification and documentation including notifying us or the Ministry of Health if required in the Service Specifications,

- d) appropriate and culturally competent arrangements, particularly to meet the special needs of Māori, are taken into account in the care of the deceased, until responsibility is accepted by the family or a duly authorised person.

C43 Health Education, Disease Prevention and Health Advice/Counselling

- C43.1 You will incorporate within your services, where appropriate, an emphasis on health education, disease prevention and health advice/counselling, and support the goals of The Ministry of Health Strategy "Strengthening Public Health Action" June 1997 or subsequent publications.

FACILITIES

C44 Accessible

- C44.1 You will support consumers in accessing your services by the physical design of your facilities. You will make specific provision for consumers with a mobility, sensory or communication disability available and known to consumer. You will make services available to deaf people through the provision of interpreters and devices to assist communication.

C45 Facilities, Maintained

- C45.1 You will provide services from safe, well-designed, well-equipped, hygienic and well-maintained premises.

D: STANDARD INFORMATION SPECIFICATION**REPORTING REQUIREMENTS****D1 Information to be Reported**

- D1.1 Unless stated otherwise in the Service Schedule, information to be provided to us is to be provided at three monthly intervals in accordance with the timetable below. Where the Agreement begins or ends part way through a quarter, the report will be for that part of the quarter which falls within the term of the Agreement.

Any delays will be notified to The Performance Reporting Team (see below for details).

D2 Reporting Requirement Timetable

Quarters for Reporting	Due Date
1 January to 31 March	20 April
1 April to 30 June	20 July
1 July to 30 September	20 October
1 October to 31 December	20 January

D3 Forwarding Your Completed Report

You shall forward your completed Performance Monitoring Returns to:

Email: performance_reporting@health.govt.nz

Or post to:

The Performance Reporting Team
Sector Operations
Te Whatu Ora - Health New Zealand
Private Bag 1942
Dunedin 9054

PART 3: SERVICE SCHEDULES

3.01 INTRODUCTION

- 3.01.1** This Part 3 contains each of the Service Schedules listed in the Head Agreement (Agreement Summary).
- 3.01.2** Each of the Service Schedules in Part 3 form part of the Agreement between us as defined in the Head Agreement or in a subsequent Variation to the Head Agreement, as applicable.
- 3.01.3** Each Service Schedule contains the Service Specifications and Provider Specific Terms and Conditions associated with the Service.
- 3.01.4** The Service Specification described the service, and set up quality and information reporting requirements additional to those specified in Part 2 (the General Terms). Note that nationally standard service descriptions may contain details (particularly Purchase Units and Reporting Requirements) which do not apply to all contracts.
- 3.01.5** The Provider Specific Terms and Conditions detail those elements of the Agreement that are unique to you. This will include payment terms, the term of the Service Schedule, and any details which differ from Part 2 (the General Terms) and/or standard Service Specification/s (including detailed clarification of any parts of the nationally standard service description which do not apply to your contract, and a full list of relevant purchase units, volumes, prices and reporting requirements).

CONTENTS OF EACH SERVICE SCHEDULE WITHIN PART 3

3.02 Service Specifications

- 3.02.1** Standard national specifications (note this may not be physically contained in the contract but will be made available for Providers in electronic and hardcopy editions for distribution within their organisations).
- a) Additional specifications (if appropriate).
- 3.02.2** Provider Specific Terms and Conditions
- a) Introduction
 - b) Details of all Volumes and Prices which apply to this Service Schedule
 - c) Reporting Requirements
 - d) Payment Details
 - e) Detail of Changes to standard documents
 - i. Summary of changes to the General Terms (if any)
 - ii. Summary of additional service specifications (if any)
 - iii. Summary of changes from standard service specification (if any)

E: PROVIDER SPECIFIC TERMS AND CONDITIONS

INTRODUCTION

E1 Service Details

E1.1 It is agreed that the following details apply to this Service Schedule.

Legal Entity Name	Manurewa Marae Trust Board 2008 Incorporated
Legal Entity Number	649756
Contract Number	378413 / 00
Contract Commencement Date	1 November 2022
Contract End Date	30 June 2023

E2 Standard Documentation

E2.1 It is agreed that the Service Schedule includes the standard documentation in Part 2 (the General Terms), and the standard service specifications included in this Service Schedule, as amended by any changes (if any) identified below.

E2.2 It is agreed that the services will be paid for in accordance with the details given in the Payment Details below.

E3 Details of all Purchase Units which apply to this Service Schedule

Purchase Unit (PU ID)	Volume	Unit Price excl. GST (per PU)	Total Price excl. GST (UP x V)	GST Rate (%)	Payment Type
COOCH0031 Additional SBHS at Te Wharekura O Manurewa	0.5 FTE	9(2)(b)(ii)		15	CMS
COOCH0031 Additional SBHS at Te Wharekura O Manurewa – 2022/23 One-off Catch-up	0.25 FTE			15	CMS
COOCH0031 Additional SBHS at Te Wharekura O Manurewa – Equipment and Consumables	n/a			15	CMS
COOCH0031 Additional SBHS at Te Wharekura O Manurewa – Equipment and Consumables – 2022/23 One-off Catch-up	n/a			15	CMS
Total price for the Service Schedule					

PAYMENT DETAILS**E4 Price**

- E4.1 The price we will pay for the Service you provide is specified above. Note that all prices are exclusive of GST.

E5 Invoicing

- E5.1 We will pay you on the dates set out in the Payment Schedule below for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- a. provider name (legal entity name)
- b. provider number (legal entity number)
- c. provider invoice number
- d. contract number
- e. purchase unit number or a description of the service being provided
- f. date the invoice is due to be paid/date payment expected
- g. dollar amount to be paid
- h. period the service was provided
- i. volume, if applicable
- j. GST rate
- k. GST number
- l. full name of funder

- E5.2 If we do not receive an invoice from you by the date specified in the payment schedule below, then we will pay you within 20 days after we receive the invoice.

E6 Invoicing Address

Send invoices to:

providersinvoicing@health.govt.nz

or post to:

To Whatu Ora - Health New Zealand
Provider Payments
Private Bag 1942
Dunedin 9054

E7 Payment Schedule

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
20 December 2022	30 November 2022	November 2022
20 January 2023	31 December 2022	December 2022
20 February 2023	31 January 2023	January 2023
20 March 2023	28 February 2023	February 2023
20 April 2023	31 March 2023	March 2023
22 May 2023	30 April 2023	April 2023
20 June 2023	31 May 2023	May 2023
20 July 2023	30 June 2023	June 2023

E8 Children's Act 2014

According to section 15 of the Children's Act 2014², children's services cover the following:

- services provided to one or more children
- services to adults in respect of one or more children

NB At a future date, the scope of children's services can be expanded by regulations. Expansion may include services to adults which could significantly affect the well-being of children in that household.

E8.1 Child Protection Policy

If you provide children's services as per section 15 of the Children's Act 2014 you will adopt a child protection policy as soon as practicable and review the policy within three years from the date of its adoption or most recent review. Thereafter, you will review the policy at least every three years. In accordance with the requirements set out in section 19(a) and (b) of the Children's Act 2014, your child protection policy must apply to the provision of children's services (as defined in section 15 of the Act), must be written and must contain provisions on the identification and reporting of child abuse and neglect in accordance with section 15 of the Oranga Tamariki Act 1989.

E8.2 Worker Safety Checks

If you have workers that provide children's services, the safety check requirements under the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015 will need to be complied with.³

E9 Geographical Area

This contract is limited to the geographical area that Counties Manukau DHB previously represented under the New Zealand Public Health and Disability Act 2000.

E10 Additional Provider Specific Term and Conditions

Both of us agree that the following Additional Provider Specific Terms and Conditions apply to this Agreement.

E10.1 Both of us agree that the following details apply to this Agreement.

- The contract period for this agreement is 1 November 2022 – 30 June 2023.
- The services to be provided under this Agreement are purchased by Counties Manukau Health.
- The services to be provided under this Agreement will be delivered by Manurewa Marae.
- Manurewa Marae are responsible for:
 - Establishing, co-ordinating and delivering School Based Health Services for students at Te Wharekura O Manurewa including:
 - the appointment of a 0.75 FTE Registered Nurse (RN) for the term of this Agreement, being the 0.5 FTE RN for the 2022/2023 year plus a 0.25 FTE RN as a one-off catch up, recognising that health services have not been provided within Te Wharekura since April 2022. If the RN cannot speak Te Reo a kaimahi fluent in Te Reo will also be available within the kura. The RN will

² <http://www.legislation.govt.nz/act/public/2014/0040/atest/DLM5601618.html>

³ <http://www.legislation.govt.nz/regulation/public/2015/0106/ates/DLM6482241.html>

provide onsite, phone, or Manurewa Marae health clinic consultations. All tamariki and rangatahi will be followed up as required in terms of monitoring of test results or attending complex case management meetings as appropriate.

- Support the RN to provide regular sessions during school hours and support the pastoral care team by phone out of school hours on urgent case concerns as required;
 - Within the framework of a nurse-led service, enabling the RN to work at the top of their scope of practice, enabled through Standing Orders; access to Medical Practitioner Supplies, support for lab tests and access to referred services;
 - Supporting and educating students on how to access services at Manurewa Marae health clinic or their preferred general practice, and other health and social support services, so that when they leave school they transition with confidence into accessing their own healthcare in the community;
 - Ensuring the RN reflect their youth health practice skills in community settings outside the schools, as a means of growing youth capability and capacity locally;
 - Delivering health services within Te Wharekura O Manurewa and linking with the Provider of health services within Te Kura Kaupapa Māori O Manurewa to ensure a whole of whanau approach to wellbeing across Te Wharekura and Te Kura.
- Counties Manukau Health will fund Manurewa Marae for equipment and consumables purchased for the purpose of the delivery of the service up to a maximum of \$4,907.68 per annum. However as above for the purposes stated, this amount has been allocated as the maximum amount available for the term of this Agreement (8 months, 1 November 2022 – 30 June 2023).
 - Services are to be provided on the school site, in home or at the Marae health clinic at a time that best meets the needs of the kura community.
 - Services are to be provided by a 0.75 FTE RN during the school term, and outside of the school term depending on need.
 - There will be no co-payment by young people accessing these services or the Marae health clinic.
 - Young people are not required to enrol with Manurewa Marae to receive a service but will be supported to do so if they choose this option.
 - Manurewa Marae may make a claim for General Medical Services for students who are seen at the Health Practitioner's Usual Place of Practice during the school holidays and who are enrolled with another practice.
 - Manurewa Marae will include in each monthly invoice:
 - The number of hours provided per week at the kura;
 - The name of the RN who provided the service.

Details of all Purchase Units that Apply to this Service

Purchase Unit	Item	FTE or Volume	Value
COCH0031	Senior Registered Nurse	0.50 FTE (at 9(2)(b)(ii) per FTE/annum)	9(2)(b)(ii)
COCH0031	Senior Registered Nurse – 2022/23 One-off Catch-up	0.25 FTE (at 9(2)(b)(ii) per FTE/annum)	
COCH0031	Equipment/Consumables	9(2)(b)(ii) per annum	
COCH0031	Equipment/Consumables – 2022/23 One-off Catch-up	N/A	
TOTAL			

E10.2 Withholding Payments

E10.2.1 In addition to any other rights that we have under this Agreement, we may withhold any payments or portions of payments, where we believe you have failed to:

- (a) deliver or complete the Services;
- (b) meet the performance measures and timelines specified in this Agreement;
- (c) submit the reports required under this Agreement; or
- (d) submit satisfactory reports to us;
- (e) exercise due professional care and diligence in the performance of your obligations under this Agreement.

E10.3 Clawback of Funds

E10.3.1 Without prejudice to any other right or remedy provided in this Agreement or otherwise at law, we may require you to repay the funding paid to you under this Agreement, or any portion of the funding that is reasonable in the circumstances, where you have failed to:

- (a) deliver or complete the Services;
- (b) meet the required performance measures and timelines;
- (c) submit satisfactory reports in accordance with the reporting requirements set out in this Agreement; or
- (d) exercise all due professional care and diligence in the performance of your obligations under this Agreement.

E10.3.2 Any amount to be repaid pursuant to clause E10.3.1 will be determined by us acting reasonably and following a discussion with you regarding the circumstances that have led to us seeking repayment of funding.

E10.3.3 Any disputes regarding the application of clause E10.3.1 shall be dealt with in accordance with the Dispute Resolution provisions set out in clause B28 or Part 2 (Dispute Resolution).

E10.4 Termination

E10.4.1 In addition to the termination provisions contained elsewhere in this Agreement, both of us agree that:

- (a) Both of us may agree to terminate this Agreement. Any such agreement must be in writing and signed by each of our authorised signatories.
- (b) We may terminate this Agreement at any time by giving 3 months' notice to you.

E10.5 No Commitment to Future Funding or Contracts

E10.5.1 This Agreement expires on 30 June 2023. We do not undertake to provide any additional funding or enter into any further Agreement with you after 30 June 2023 and you acknowledge and agree that you have no expectation that we will do so.

E10.6 Full Time Equivalents (FTEs)

E10.6.1 This Agreement includes funding for FTE staff. The FTE staff must only deliver the Services described in this Agreement. You must only invoice us for the FTEs actually employed to provide the Services during the billing period. You must not invoice us for more than the maximum contracted number of FTEs. If you do not employ the contracted number of FTEs during some or all of the billing period then our obligation to pay you is reduced on a pro rata basis to ensure that we only pay you for FTEs that are actually in place delivering the Services during the billing period.

E10.6.2 Your monthly invoices must clearly specify the actual number of FTEs that you actually employed during the billing period. In addition, you agree to submit a quarterly report to us which records the actual number of FTEs that were actually employed by you to deliver the Services each month of the quarter. These reports are to be submitted to us with your Performance Monitoring Returns.

E10.6.3 Any payments that you receive for FTEs that were not actually employed by you to deliver the Services shall be repayable to us. If we notify you that you are required to make a repayment in accordance with this clause, you will repay the specified amount to us within 60 working days of the notification.

E10.7 Privacy of Personal Information

E10.7.1 In this clause Personal Information has the meaning given to this term in the Privacy Act 2020 and Health Information has the meaning given to this term in the Health Information Privacy Code 2020.

E10.7.2 The Provider will collect, use, store and disclose Personal Information and Health Information related to the Agreement and Services in accordance with:

- (a) the Privacy Act 2020;
- (b) any Law that amends or overrides any of the Information Privacy Principles of the Privacy Act 2020 and that applies to Counties Manukau District or the Provider;
- (c) any Code of Practice or Approved Information Sharing Agreement (as defined in the Privacy Act 2020) that amends or overrides any of the Information Privacy Principles of the Privacy Act 2020 and that applies to Counties Manukau District or the Provider (e.g. Health Information Privacy Code 2020);
- (d) any guidelines issued by the Privacy Commissioner.

E10.7.3 Subject to clause E10.7.2 above, Counties Manukau District and the Provider will record in the Service Specification, the details of any Personal Information and/or Health Information that will be shared between Counties Manukau District and the Provider in connection with the Services, the purpose(s) for sharing and using the information and any agreement on the management (including security) of the information.

E10.7.4 Wherever a Provider supplies a privacy statement to clients in respect of the Services in accordance with Information Privacy Principle 3 of the Privacy Act 2020 or Rule 4 of the Health Information Privacy Code 2020, the Provider will implement any reasonable directions made by Counties Manukau District about the content of the privacy statement, including about the purpose(s) of collection and the disclosure of information.

E10.7.5 Before making a direction under clause E10.7.4, Counties Manukau District will consult with the Provider about the proposed content of the privacy statement, and consider any reasonable issues or concerns raised by the Provider.

E10.7.6 The Provider confirms that it has adequate security measures to safeguard Personal Information and Health Information from unauthorised access or use by third parties.

E10.7.7 Without limiting the Provider's obligation under Part 6 of the Privacy Act 2020, the Provider will notify Counties Manukau District promptly, in writing, of any privacy breaches related to the Agreement that is likely to cause anyone serious harm. If requested by Counties Manukau District, the Provider will submit a written report to Counties Manukau District detailing how it plans to respond to the breach and/or steps taken to respond to the breach.

E10.7.8 The Provider will notify Counties Manukau District promptly, in writing, if it receives a compliance notice from the Privacy Commissioner that relates to the Agreement or becomes subject to any investigation by the Privacy Commissioner that relates to the Agreement.

E10.8 Smoke-free Policy

E10.8.1 Subject to limited exceptions, the Smoke-free Environments Act 1990 requires employers to take all reasonable steps to ensure that no person smokes at any time in a workplace. In addition to meeting your requirements under the Act, Counties Manukau District expects you to have a wider role in promoting health and wellbeing to support achievement of the New Zealand government's goal for a Smoke-free Aotearoa in 2025 by supporting service users and staff not to smoke. Therefore, in addition to complying with the requirements laid out in the Smoke-free Environments Act, from 1 July 2017 you will adopt a Smoke-free Policy. At a minimum, your Smoke-free Policy is to:

- (a) Be written;
- (b) Be aligned with Counties Manukau District's Smokefree Policy;
- (c) Describe your organisation's internal and external smoke-free environments;
- (d) Specify how you will provide smoking cessation support and advice to staff;
- (e) Specify how you will provide smoking cessation support and advice to service users; and
- (f) Describe the actions you will take to ensure that the Policy is adhered to.

We encourage you to identify a Smokefree Champion for your organisation to ensure your policy is robust and adhered to. A template policy and associated resources and support are available from smokefree@middlemore.co.nz

E10.9 Healthy Food and Drink Policy

E10.9.1 DHBs expect you to have a role in promoting the health and wellbeing of your service users, staff and visitors to your service by supporting them to make healthy food and drink choices. From 1 July 2017, you will adopt a Healthy Food and Drink Policy covering all food and drinks sold on sites, and provided to service users, staff and visitors under your jurisdiction. At a minimum, your Policy is to be written and 'reflect the principles of the Manatū Hauora - Ministry of Health and Counties Manukau District's Healthy Food and Drink Policy, which aligns with the Manatū Hauora Eating and Activity Guidelines. A template policy can be found at: <https://www.health.govt.nz/publication/healthy-food-and-drink-policy-organisations>

E11 Health Emergency Planning

- a) You must develop a Health Emergency Plan to ensure that your clients/patients and staff are provided for during a Health Emergency and ensure that this is reviewed periodically to maintain currency.
- b) The plan must identify your response to a worst-case scenario pandemic event (40% of the population affected with 2% death rate).
- c) A copy of the plan shall be made available to Te Aka Whai Ora on request and will be consistent with Te Aka Whai Ora's pandemic and emergency plans (available from Te Aka Whai Ora).
- d) When requested by Te Aka Whai Ora you will be involved in processes to ensure that emergency responses are integrated, coordinated and exercised. The level of participation required will be reflective of the nature of the services you provide and the expected roles and services in an emergency situation.

F: SERVICE SPECIFICATION

Local Service Specification

School Based Health Services at Te Wharekura O Manurewa

This agreement must be used in conjunction with the following service specification available at <http://www.nzsl.health.govt.nz/apps/nzsl.nsf/pages/mh/155>: Tier three Additional School Based Health Services, dated July 2018.

1. Background¹

Results from the nation-wide Youth 2000 survey of 10,000 New Zealand secondary school students showed that while the majority of young people are healthy, a significant number of students engage in behaviours that threaten their health, such as unsafe sexual activity, suicide attempts and substance abuse². It is of particular concern that half of the students surveyed identified barriers to accessing healthcare³.

These barriers can typically be categorised in two ways: external (health provider issues) and internal (young person issues). External issues include not feeling comfortable with the health provider and concerns regarding privacy. Internal issues include not wanting to make a fuss, the effort involved in attending health services, and/or being scared. School based healthcare has the potential to address some of these identified barriers.

The benefits of having accessible, high quality primary health care are considerable. The health outcomes of communities are improved and people feel better about the healthcare they receive⁴. Accessible and appropriate primary health care services also have the potential to enhance educational outcomes by improving the physical and mental health of a student, thereby removing barriers to learning⁵.

Appropriate primary care services can also promote long-term health by encouraging the avoidance of behaviours that have serious health consequences in adulthood. In addition, maturing adolescents can be seen as "new patients" who are learning to navigate the health system for themselves.⁶ This is an important step towards students taking long-term responsibility for their own health. School-based health services (SBHS), especially when working in partnership with health curriculum teaching in the classroom, has the potential to facilitate lifelong healthy behaviours.

The Ministry of Health is committed to improving the health of young people and funding was secured in Budget 2008 for the progressive implementation of school-based health services. The DHBs are funded to establish, enhance and deliver SBHS.

¹ This information has been copied from the "Successful School Health Services for Adolescents - Best Practice Review" - KidzFirst Community Health - Centre for Youth Health; May 2015

² Adolescent Health Research Group: New Zealand Youth: A profile of their health and wellbeing; Auckland University 2003. In particular students who are failing in education have exceptionally high healthcare needs (Denny S, Clark T, Watson P. The health of alternative education students compared to students attending secondary schools from New Zealand. New Zealand Medical Journal 2004; 117 (1263):8-11)

³ Adolescent Health Research Group: New Zealand Youth: A profile of their health and wellbeing; Auckland University 2003

⁴ Atun R. What are the advantages and disadvantages of restructuring a healthcare system to be more focused on primary care services? Denmark: WHO, Regional office for Europe; 2004

⁵ University of California Evaluation Team, Alameda County Health Care Service Agency, Alameda County School Based Health Centre Coalition Report, San Francisco, CA. Institute for Health Policy Studies, University of California 2003

⁶ Royal College of Paediatrics and Child Health: Bridging the Gaps: Healthcare for Adolescents UK; Royal College of paediatrics and Child Health 2003

2. Service Objectives

To improve educational outcomes and wellbeing, by overcoming health and social barriers to learning for young people attending Te Wharekura O Manurewa. Services will be provided in a culturally appropriate way and will include:

- **Improving access to health, cultural and social supports (within the Marae Health clinic and within wider community)**
- Formally assessing every year nine student with a comprehensive health assessment including HEEADSSS, vision and hearing screening assessment⁷ and providing follow-up to ensure appropriate intervention, referral and support
- Providing opportunistic screening of all students with a comprehensive health assessment including HEEADSSS and their whanau and ensuring follow-up for appropriate intervention, referral and support
- Enhancing student's mana and minimising risk taking behaviour
- Facilitating the development of school based services based on students holistic needs e.g. services for cultural wellbeing, mental health; drug and alcohol; nutrition, weight and exercise and sexual health
- Reducing unplanned pregnancies, reducing incidence of STIs, screening for asthma, diabetes and mental health; vision and hearing and child protection
- Providing services with attention to the best established practices (see [Appendix One](#))
- Providing timely referral to appropriate services and follow up to ensure the referral has been accepted by appropriate service ; ensuring the referred person has received the appropriate service (i.e. further assessment, treatment, support) and the referred young person is linked back to their existing provider or Marae health clinic
- Understanding the importance of the continuum of care for the young person and their whanau to the sharing of SHBS information, in particular with their lead primary health care providers (including the Marae health clinic). In this regard, the consent of the young person will always be obtained except where harm might be avoided by breaking confidentiality
- Engaging with young people who are not well connected with services and linking them back to primary health care and education
- Supporting the family/ whanau to maximise their young person's developmental and health status
- Collaborating between the health and education sectors according to published Ministry Of Health Best Practice for establishing school based health services. In this regard, the establishment of the SBHS will use a platform of consultation with community, parents, pupils, staff and school governance as a way of working closely with all those groups in an on-going fashion
- Support other Te Aka Whai Ora or Te Whatu Ora programmes in schools- e.g., Rheumatic Fever

The service objectives will be achieved by:

- Engagement via a Kaupapa Maori approach with the school and community;
- Ensuring a youth focus and youth participation (see [Appendix Two](#));
- Delivery of high quality, culturally appropriate, holistic care;
- Effective administrative / clinical systems and governance to support service delivery.

3. Service Provision

The service will be provided by a senior Registered Nurse(s) (based on the formula of one full time equivalent (FTE) Registered Nurse to 750 students in decile 1, 2 and 3 secondary schools and one FTE Registered Nurse to 200 students in alternative education facilities and Teen Parent Units. The nurse(s) will:

⁷ The HEEADSSS assessment is a holistic youth health and wellbeing assessment that covers Home environment; Education/employment; Eating and exercise; Activities and peer relationships; Drugs, cigarettes, alcohol; Sexuality; Suicide, depression, mood screen; Safety; Spirituality. A database is available for schools to manage their information and produce reports.

- Be employed by Manurewa Marae
- Receive a salary equitable to appropriate level of MECCA Award
- Have undergone or are undergoing CM Health HEADDSS training
- Have undergone or are undergoing CM Health 'PUPIL' database training if PUPIL web is to be used as the IT platform for collation of data and reporting
- Be working on CM Health Sexual Health Standing Orders training
- Belong to the CM Health School Nurses' network and participate in annual planning days
- Establish and maintain relationships with referral agencies and co-ordinate all health services delivered on school site.
- Support strategic planning in the school for improved integration of health and social services and programmes in the school
- Attend CM Health Tikanga Best Practice training or equivalent if provided by Manurewa Marae
- Demonstrate the impact of trends identified by the use of collated database information in the development of the school based health service.

If during this contract period there is a change of staffing, the provider will report this staff change to the CM Health contract funder within twenty working days.

4. Maori Health

All school based health services will contribute to reducing inequalities. This will be achieved by CM Health focusing on schools with high populations of Maori students, Pacific students and students from low socio-economic areas. All services provided will be provided in a culturally competent style.

5. Service Users

Young people aged between 12 and 18 years who are enrolled at the school.

6. Access

- The service will be provided between 8.00 and 4.00pm during the school term.
- Young people can access the clinic in accordance with school policies. All students should have easy access appointments with minimal disruption to their education.
- All year nine students will be formally and comprehensively assessed with prioritisation for students with greater needs, including students engaged in disciplinary proceedings.

7. Specific Service Components

Registered nurses will complete:

- Comprehensive health assessments , including HEADDSS assessments, of all year nine students
- Opportunistic health assessments, including HEADDSS assessments of all year 10- 14 students
- Referral and follow up- based on identified needs collaboratively with the student support service team
- Systematic development of initiatives to address student need
- Analytical review of services annually

8. Quality

Please refer to: Youth Health Care in Secondary Schools 2013- A framework for continuous quality improvement⁸

⁸ <http://www.health.govt.nz/publication/youth-health-care-secondary-schools-framework-continuous-quality-improvement-0>

Nursing Knowledge and Skills Framework

A framework has been developed to assist nurses, employers and education providers to determine the skills and level of knowledge that are required by nurses working with young people⁹. Registered nurses job descriptions are available from the Counties Manukau DHB School Health team.

Competencies for registered nurses are available at: <http://www.nursingcouncil.org.nz/Nurses>

9. Service Linkages

Linkages should be formed and maintained with the following stakeholders

- Students
- Student Whanau
- School management and staff
- School Board of Trustees
- Other educational initiatives- e.g. Truancy; Alternative Education; NETs; Group Special Education
- Other CM secondary schools
- Primary healthcare- local PHO
- Other youth providers
- On-site dental services
- Referral services for sexual, mental, dental services and physical health
- Public Health Nurses
- Health Promoting Schools
- Maori services
- Pacific services
- Welfare support services including CYFs
- Police
- WINZ

The purpose of these linkages is to:

- Obtain youth expert opinion
- To liaise and link and ensure whanau input into service as appropriate
- To ensure school governance is aware of and supportive of school health activities
- To achieve a continuum of care and support similar activities
- To ensure continued support and interface with relevant educational and health activities

10. Reporting Requirements

The following facility level information will be reported to:

The Performance Reporting Team, Sector Operations
Te Whatu Ora - Health New Zealand
Private Bag 1942
Dunedin 9054.
Email performance_reporting@health.govt.nz

⁹http://www.schoolnurse.org.nz/Attachments/pdf_files/bestpractice/Best_Practice_National%20Youth%20Health%20Nursing%20Knowledge%20and%20Skills%20Framework.pdf

And

Acting Service Development Manager

Te Whatu Ora – Health New Zealand, Counties Manukau District

Email Pamela.Hewlett@middlemore.co.nz

Reporting timetable

Quarterly reports	1 November – 31 December	10 January
	1 January – 31 March	10 April
	1 April – 30 June	10 July
Annual report	1 November – 30 June	10 July

Note – report lines in *italics* denotes local reporting lines

Frequency	Reporting requirements
Annually	Each SBHS provider will provide the DHB with the current continuous quality improvement plan based on "Youth Health Care in Secondary Schools: A framework for continuous quality improvement" ¹⁰
	Each SBHS provider will provide the DHB with a report for each eligible education facility, where purchased under COCH0031:
	Number of students in general school population surveyed about SBHS in the last calendar year
	Total number of students surveyed who had visited a SBHS health care professional in the last calendar year
	Number of students who report that their last visit with a SBHS health care professional was private and confidential (target = 100%)
Quarterly	Each SBHS provider will provide the DHB with a report for each eligible education facility, where purchased under COCH0031: (Notes: (i) For measures that are to be disaggregated by ethnicity, please include the following categories: European/Pakeha, Māori, Pasifika, Asian & Other, Total; (ii) For composite schools, please report on services delivered to secondary school aged students only)
	Facility name
	Facility locale
	Registered Nurse FTE at this facility (where purchased under COCH0031)
	Total school roll (secondary school aged students, disaggregated by ethnicity)
	Number of student visits to SBHS nurse in the calendar year to date (including advice, treatment and referrals, and excluding routine health assessments) (disaggregated by ethnicity)
	Number of students eligible for a routine health assessment, including HEEADSSS (all Year 9 in secondary/composite schools, all in TPU and all in alternative education) (disaggregated by ethnicity)
	Number of students that received a routine health assessment, including HEEADSSS, in the calendar year to date (disaggregated by ethnicity)
	Percentage of students eligible for a routine health assessment, including HEEADSSS, that received an assessment in the calendar year to date (annual target = 95%) (disaggregated by ethnicity)

¹⁰ <http://www.health.govt.nz/publication/youth-health-care-secondary-schools-framework-continuous-quality-improvement-0>

Frequency	Reporting requirements
	Number of interventions (including advice, treatment and referrals resulting from any visit or health assessment) – for sexual health
	Number of interventions (including advice, treatment and referrals resulting from any visit or health assessment) – for mental health:
	Number of interventions (including advice, treatment and referrals resulting from any visit or health assessment) – for ACC
	Number of interventions (including advice, treatment and referrals resulting from any visit or health assessment) – for general health/other
	Number of interventions (including advice, treatment and referrals resulting from any visit or health assessment) – for alcohol and other drugs
	Number of interventions (including advice, treatment and referrals resulting from any visit or health assessment) – for smoking
	Number of interventions (including advice, treatment and referrals resulting from any visit or health assessment) – for skin infections
	Number of interventions (including advice, treatment and referrals resulting from any visit or health assessment) – for care and protection
	Number of interventions (including advice, treatment and referrals resulting from any visit or health assessment) – for chronic care conditions
	Percentage of students who had a health assessment who are in the underweight BMI range (disaggregated by ethnicity)
	Percentage of students who had a health assessment who are within healthy BMI range (disaggregated by ethnicity)
	Percentage of students who had a health assessment who are in the overweight BMI range (disaggregated by ethnicity)
	Percentage of students who had a health assessment who are in the obese BMI range (disaggregated by ethnicity)
	SBHS provider comment (include overview of plan to ensure the service will provide routine health assessments to all consenting and eligible students in the calendar year to date)
	SBHS provider comment on highlights, issues, training undertaken, any progress against CQI & other relevant actions and events during the quarter

Reporting requirements (all disaggregated by ethnicity)- European/Pakeha, Māori, Pasifika, Other, Total	
*Number of students who visited the GP in the calendar year to date (including advice, treatment and referrals)	
*Number of GP contacts in the calendar year to date (including advice, treatment and referrals)	
*Number of interventions resulting from any visit or health assessment	Sexual health
	Mental Health
	ACC
	General health/other
	Alcohol and other drugs
	Smoking
	Skin infections
	Care and protection

Provider comment	Chronic care conditions
	Named staff; total hours provided per quarter
	Clinic opening hours and arrangements for after hours/holiday periods
	Relationships and contacts with external providers
	Emerging trends or issues
	Health Promotion/Healthy Living
	Barriers to access
	Complaints; compliments; feedback
	Safety- audits and compliance
	Financial statement of service delivery against contract

*reports will be automatically generated by PupilWeb

Appendix One: Best Practice for School Based Health Services¹¹

(Services should contact the Counties Manukau Health School Health Team for support where required)

Wide Engagement with school and community

- There is an advisory board with community and school representation that reflects the diversity of the school community
- There is regular consultation within the school including the Principal, staff, school pastoral team, Board of Trustees, student and parents. Consultation outside the school should include Iwi; Pacific community groups, PHOs and local GPs.
- There are regular stocktakes of existing services in the school and wider community, with on-going co-ordination and integration with these services
- The school and the school- based health service have mutually agreed roles and responsibilities drafted into a formal agreement. This should include references to relevant school policies, financial arrangement, facilities to be provided by the school, key contact people for each organisation, liability coverage of each party and reporting requirements
- There is commitment to communication on a regular basis between all staff providing health services in the school. This includes both case review (usually fortnightly or weekly) and service development meetings (e.g. quarterly)
- Health service personnel are aware of the school's health curriculum and available to contribute where requested
- Health staff work closely with education staff to identify and assist those students with issues influencing their educational performance
- Health staff work with current school initiatives that promote a youth development and youth supportive philosophy
- There are on-going communication with the school and the wider community e.g. presentations at school assemblies, involvement in health classes, presence of staff at school meetings, newsletters and visits for new students.

Youth Focus and participation

- All school- based health services are able to utilise a youth advisory group
- Services are accessible to young people and include:
 - Youth friendly staff that genuinely respect and enjoy working with young people
 - Appropriate location of the service
 - Operating hours appropriate for the needs of the students where possible available over lunchtime
 - Confidentiality policies are displayed clearly in the waiting room and personally reiterated by healthcare providers in their clinical contacts
 - A youth friendly version of the Patient Code of Rights is on display
- Strategies are available to help raise both student and parent awareness of available services and how to access them. Information should be provided in languages and in cultural settings appropriate to the school community.

Delivery of high quality comprehensive care

- Cultural issues are considered and addressed strategically operationally and clinically. This includes enhancing cultural competence of staff and supporting student's connection to their own cultures
- Staff providing the school- based health services maintain their own specific professional

¹¹ This guidelines are adapted from 'Successful School Health for Adolescents- Best Practice Review'. Kidz First Community Health. Centre for Youth Health 2005. <http://www.healthpoint.co.nz/download,205699.do>.

development and competencies and receive regular supervision. In addition, staff have appropriate training in youth health. For clinical leaders this should include holding or working towards a postgraduate qualification in youth health

- Given the potential for complex nursing judgements to be required in the school setting, all nurses working independently in the school setting should be fully registered nurses
- Staff have dedicated time and resource available for collaboration, professional development, quality and related policy issues. Supervision will be provided for nurses for the term of this contract, but the school is responsible for ensuring on-going clinical supervision following this period
- Comprehensive opportunistic screening for important adolescent health issues offered to all young people receiving cares. In liaison with local primary care providers, consideration should also be given to offering regular health check ups
- Screening, assessment and primary care level mental health services are provided on site. Ready access to further mental health services is available where necessary
- Local guidelines for relevant clinical practice are adopted, along with establishment of a medical protocol and procedures manual
- Mechanisms and processes are in place for the exchange of medical information (with student permission) between school-based providers and other services, such as pastoral care teams, the student's family doctor or nurse and referral agencies.
- The provision and dispensing of medicines for common medical problems available on site is preferable, with secure storage of medications. Alternatively, School Based Health Services should arrange for medications to be available free or at a subsidised rate from a nearby pharmacy
- Where a doctor is not on site or available sporadically, the use of standing orders is recommended. These may be arranged with local primary medical health care providers to allow dispensing of some medications by appropriately trained staff
- Examination and treatment areas comply with standard infection control and safety regulations
- Staff should be trained in general first aid, including regular CPR updates. An emergency plan with appropriate equipment and drugs for emergencies will be available and regularly checked for expiry.

Effective governance, administrative and clinical systems to support service delivery

- A governing committee operating with sound business procedures and based on the Treaty of Waitangi framework consistent with the New Zealand Health strategy
- Appropriate written policies on consent, confidentiality, data collection and use of health information, and protection of records. These must be in line with the New Zealand Public Health and Disabilities Act 2000, and the Health Information Privacy Code 1994
- Systems to promote screening and appropriate documentation of care, along with tracking missed and follow-up appointments and laboratory and referral reports
- A professional development strategy recognising the needs for quality primary care provision in addition to youth specific issues
- A system for gathering data on key indicators of quality youth health services
- Monitoring and evaluating appropriate needs and accessibility of services with regular surveys of students, school and the community
- Service development based on the periodic review of data

Appendix Two: Youth Development Philosophy¹²

This model has been written and prepared by Youthline as a Youth Development Model in schools. The mission is to enhance the wellbeing of young people with the following outcomes:

- Youth services, groups, clubs will work collaboratively with young people to foster the development of young people
- Young people are connected with community leaders and projects, and participate in community decisions and processes
- Young people have positive and strengths based relationships with peers, whanau/ family, school and the wider community
- Young people have positive experiences of being themselves and being welcomed and accepted as valued members of the community
- Young people have accurate and unbiased information, resources and support from peers, family/ whanau and significant others to assist their decision making
- Young people have a strong sense of self and are connected to their cultural identity
- Young people are able to express their diverse and holistic needs and have these acknowledged and supported
- Young people have opportunities to develop themselves as leaders of self and others through development pathways.

¹² A Youth Development Model for Manukau October 2005, Youthline.

<p align="center">SERVICES FOR CHILDREN AND YOUNG PEOPLE TIER LEVEL ONE SERVICE SPECIFICATION</p>
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This tier one service specification for Services for Children and Young People (the Service) is the overarching service specification for children and young people services. It covers tertiary and secondary core paediatric and primary health care services for children and young people irrespective of the setting of care delivery.

It must be read in conjunction with the tier one Specialist Medical and Surgical Services service specification for adult specialist services that describes many of the core components¹ that are also applicable to services covered under the tier one Services for Children and Young People service specification.

The following tier two service specifications must be used in conjunction with this tier one service specification:

- General and Community Paediatric Services
- Paediatric Oncology and Haematology Services
- Paediatric and Congenital Cardiac Services (as age appropriate)
- Paediatric and Adult Metabolic Services (as age appropriate)
- Clinical Genetics (as age appropriate)
- Specialist Neonatal Inpatient and Home Care Services
- Well Child / Tamariki Ora Services
- B4 School Check Service
- School and Preschool Health Services
- Additional School Based Health Services
- Outreach Immunisation Services
- Health services for Children and Young People in Child Youth and Family (CYF) Care and Protection and Youth Justice Residences.

The Services excludes:

- District Health Board (DHB) funded services that are not specific to children and young people but that children may access, for example orthopaedic and community health services, and services provided under DHB agreements with Primary Health Organisation (PHO) or Non Government Organisation (NGO)
- Mental Health Services for Infant, Child and Adolescents
- Ministry of Health (the Ministry) funded service, for example Child Development Services.

Background

The *Child Health Strategy* (1998) (the Strategy) presents the collective wisdom of the child health sector on what is required to improve child health services and ultimately the health status of New Zealand children up to 2010. It provides a high-level framework for planners, funders, providers and policy makers, and guides the development of service specifications for children and young people.

The Strategy comprises a set of nine principles (Appendix One), six future directions, and four priority populations:

- tamariki Māori and rangatahi

¹ especially for hospital level care

- Pacific peoples' children and young people
- children and young people with high health and disability support needs
- children and young people from families with multiple social and economic disadvantages.

Ongoing development of these services will be aligned with the *Child Health Strategy* (1998), *The Paediatric Specialty Services Review (PSSR)* (1997), *the NZ Standards for Children and Youth in Healthcare Facilities* (PSNZ 2002). International covenants will be acknowledged. *The Universal Declaration of Human Rights, The international Covenant on Economic, Social and Cultural Rights, and The UN Convention on the Rights of the Child.*

Youth Health - A Guide to Action

The Youth Health – A Guide to Action document² is a plan of action for the health sector - from policy developers to service providers. It sets out goals, objectives and specific actions aimed at raising the overall health status of young people in New Zealand. In particular, the action plan places special emphasis on dealing with the challenges to health that face many young people who are already suffering from social and economic disadvantage.

1. Service Definition

Services Children and Young People are those services that have been specifically developed for children up to the age of 14, and young people up to the age of 24 years.

These services will:

- respond to the emotional, social and physical needs of children and young people at varying ages and developmental stages
- be specifically structured to provide services to children and young people
- be provided according to the principles of the *Paediatric Specialty Services Review (PSSR)* (1997)
- support the provision of continuum of care for an individual
- be supportive of their family and whānau
- support integrated service delivery and population based models of care
- ensure efficient use of professional resources
- participate in intersectoral collaboration and co-ordination initiatives such as Strengthening Families, where children / young people are receiving services from other agencies

Where these services are delivered in a hospital setting then these services are traditionally for children and young people of 0-14 years of age.

The Child Health Strategy (1998), defines a child as being aged from before birth to 14 years (inclusive), and further identifies that young people up to the age of 18 years should be given care within the most developmentally appropriate services, as young people have specific developmental needs which require that they are cared for in youth appropriate settings.

Children and young people specific services are comprised of a range of services that include:

- Well Child / Tamariki Ora (WCTO) services (including primary prevention, promotion and protection services that are generally provided in the community)
- services that diagnose and treat acute and chronic conditions
- services for children whose condition is of such severity or complexity that it is beyond the capacity and technical support of the referring service.

² Youth Health – A Guide to Action: September 2002, Ministry of Health
www.moh.govt.nz/moh.nsf/wpg_Index/Publications-Youth+Health:+A+Guide+to+Action

2. Service Objectives

2.1 General

The primary objective for the Service Providers is to support the child or young person, their parents / guardians / families and whānau / caregivers in maximising the child or young person's developmental potential and health status between the ages of 0 – 24 years so that a strong foundation for ongoing health is established.

Other Service objectives are to:

- provide effective, seamless care in conjunction with primary care and disability support services for children with long-term conditions and / or disabilities and / or life threatening conditions requiring palliative care
- support parents / guardians and encourage positive parenting by:
 - working with parents / guardians through health surveillance and clinical assessment to ascertain whether their child or young person is developing normally, and if necessary, ensure any health or developmental concerns are referred appropriately, and addressed in a timely way
 - promoting positive parenting skills
 - informing and supporting parents to gain the knowledge and skills required to understand and manage the various stages of their child or young person's development and prevent or reduce acute exacerbation of long-term conditions that leads to improvements in quality of life and a reduction of inappropriate admissions to hospital
 - promoting specific behaviour or lifestyle changes that will lead to improved health including oral health and reduce the need for further episodes of specialised care
 - providing active risk factor management and early, effective rehabilitation that limits disease progression and results in return to school or other activity
 - working with parents / guardians / families and whānau / caregivers to identify their needs for support, and either provide or facilitate access to support from other health or community services, especially for those children of families and whānau at risk of adverse outcomes, and families and whānau on whom children are very dependent
- provide high quality accessible secondary and tertiary services for children with injury or disease either locally or through referral to other DHBs.

2.2 Māori Health

An overarching aim of the health and disability sector is the improvement of health outcomes and reduction of health inequalities for Māori. Health providers are expected to provide health services that will contribute to realising this aim. This may be achieved through mechanisms that facilitate Māori access to services, provision of appropriate pathways of care which might include, but are not limited to:

- matters such as referrals and discharge planning
- ensuring that the services are culturally competent
- and that services are provided that meet the health needs of Māori.

It is expected that, where appropriate, there will be Māori participation in the decision making around, and delivery of, the child and young people's specific services.

Māori children are one of the four priority populations identified in the Child Health Strategy. Māori children are almost twice as likely to be hospitalised than other New Zealand children. Analysis of the 2006 / 07 New Zealand Health Survey found that Māori children continue to experience poorer health outcomes than other New Zealand children (Ministry of Health, 2009).

Children and young people's specific services are expected to contribute to the reduction of health inequalities for Māori children and young people. For example, targeting services that include but are not limited, to impact on diabetes, immunisation, meningococcal meningitis, rheumatic fever, cardiovascular disease, and injury prevention (both accidental and intentional).

3. Service Users

All eligible children from around the time of birth and up to the age of 14, and young people up to the age of 24 years.

Eligible young people between the age of 14 - 24 years of age who require assessment or treatment for a medical or surgical condition or are in transition to adult services (especially those with long-term conditions or disability or require palliative care) must be able to access developmentally appropriate services.

4. Access

4.1 Entry and Exit Criteria

4.1.1 Primary Services

Entry into the services is by enrolment with Primary Health Care provider with links to National immunisation register (NIR) / National Health Index (NHI) / primary health provider or WCTO provider.

Children and young people can access WCTO services and primary prevention, promotion and protection services from birth. These services will be supplemented by, and linked with, primary health care services that may be provided through PHO or other primary health providers.

Primary medical services assessment, diagnosis and treatment of acute and long-term conditions are available for children and young people.

4.1.2 Secondary and Tertiary Services

Where children and young people have conditions of such severity or complexity that exceed the capacity and technical support of the referring service, they will be referred to the appropriate secondary and / or tertiary services for medical and / or surgical assessment and/or treatment. Access to the Services will be evidence based such that priority is based on acuteness of need and capacity to benefit.

Exit from these services will be according to the need for referral to:

- services more appropriate for the age and interest of this group, or
- discharge from the DHB service.

4.2 Distance

Services for children should be provided as close to home as is possible within the bounds of safety and quality.

4.3 Time

Secondary / tertiary services will be available 24-hours per day, 7 days a week.

Elective hospital services will be provided as per the Ministry Elective Services requirements.

5. Service Components

The following service components are specific to child and youth services. Any Service component that relates to specialist medical and surgical services must be read in conjunction with the more generic components detailed in the tier one Specialist Medical and Surgical Services service specification.

5.1 Processes

5.1.1 Surveillance and Screening Activities

These services are designed to identify unrecognised disease or disabilities:

- physical examination of a child or young person
- measurement of each child or young person's physical parameters in order to detect poor nutrition, physical, emotional or growth disorders
- vision and hearing screening to identify prevalent undetected ear and eye problems requiring assessment and / or treatment
- family violence screening as a part of the clinical assessment
- developmental and behavioural questioning, and where appropriate, assessment of a child or young person in order to detect developmental delay behaviour or mental health problems or intellectual disability.

5.1.2 Health Promotion and Protection and Disease Prevention

Education and counselling of children, young people and their parents / guardian / care giver whānau includes but is not limited to:

- specific disease or condition – specific health education / health promotion
- sexual health³ services provided in primary care settings for youth in relation to sexual health, sexual abuse services and education programmes.
- the importance of immunisation in protecting their child from preventable communicable childhood infectious disease
- reducing the possibility of recurrence of acute conditions and prevention of further deterioration
- acceptance and management of health conditions that require ongoing interventions, including the efficient and appropriate use of medicines and equipment
- self-care
- the advanced care planning for those children or young people with life-limiting or life-threatening conditions
- nutritional requirements at the various ages and stages of the child or young person's growth and development
- management of their child or young person's behaviour at the various ages and stages of their growth and development
- how to access relevant social support networks within their community
how to achieve a safe environment and reduce chance of injury at each of the stages of the child or young person's growth and development.
- robust referral management processes including referral onto other service providers.

5.1.3 Assessment, Diagnosis and Treatment

Assessment, diagnosis, stabilisation and treatment of children or young people on an urgent or non-urgent basis. Children or young people who are severely ill, or who have other circumstances that make community - based care difficult, require secondary or tertiary health care that includes the general medical and surgical assessment, diagnosis and treatment processes and the following processes specific to children and youth:

³ where DHBs have contracts for specific needs of young people

- discussion of treatment options (including possible risks) and management plan with the child or young person and the parent / guardian / family and whānau or caregiver as appropriate
- the parent's or guardian's appropriate written consent where appropriate will be obtained for surgical procedures and anaesthesia
- advanced care planning for those children or young people with life-limiting or life-threatening conditions

Concerns with treatment, the care plan or with non attendance of booked appointments are identified and there is liaison with the child's or young person's GP, community pharmacist or other health provider, WCTO provider for appropriate action to be taken.

Refer to the service specifications tier one Specialist Medical and Surgical Services, Disability Support Services and Community Services for further information on assessment, diagnosis and treatment in secondary / tertiary services.

5.1.4 Rehabilitation

The Services will have processes in place to actively plan the provision of rehabilitation from an early stage in treatment for those children and young people requiring rehabilitation. This includes the co-ordination and planning between the services to ensure that the child's or young person's ongoing needs and activities are assessed and referrals or transfers to an appropriate community or hospital services are arranged in a timely manner.

5.1.5 Discharge Planning or Onward Referral

- Discharge from tertiary to secondary services and secondary to primary health care will occur when clinically indicated. A written discharge summary and management plan will be provided to the young person (if aged over 16 years) the young person's parent or guardian if child is under 16 years, their GP and Well Child Provider (for children under 5 years of age).
- The young person (where appropriate), and their parents or guardians are familiar with current care plan and can address any concerns before leaving hospital or arrangements are with made the child's GP for this to occur.
- Problems experienced with treatment, care plan or with attending follow-up booked appointments are identified and there is liaison with the child's or young person's GP, community pharmacist or other health provider WCTO Provider for appropriate action to be taken.
- The transition for the young person to adult services must occur at the appropriate time and is a co-ordinated process involving the young person, their families and whānau and all health services involved in their care. Transition is a gradual process beginning in early adolescence and is not completed until the young person has engaged in the adult health service.
- Where the Service considers the child may require disability support services, the child will be referred appropriately to: disability assessment services, the Ministry of Social Development (MSD), Justice or Corrections. Referral for assessment to appropriate disability support services may occur at any time.
- The Service will work with intersectoral government services, including education, police and MSD when appropriate.

Refer to the service specifications tier one Specialist Medical and Surgical Services, Disability Support Services and Community Services for further information on discharge planning or onward referral in secondary / tertiary services.

5.1.6 Consultative Services

Consultation and advisory services are provided to GPs, Nurse Practitioners, WCTO Providers and other specialists concerning the condition and ongoing management of children or young people.

5.2 Pacific Health

Pacific peoples' children are one of the other population priority groups identified in the Child Health Strategy. This group will also benefit by the approach taken in prioritising additional resources to high-deprivation populations.

Services are expected to improve the health outcomes and reduce health inequalities for Pacific people's children and young people eg, prioritising their services to impact on: diabetes, immunisation, meningococcal meningitis, cardiovascular disease, rheumatic fever and injury prevention (both accidental and intentional).

Providers will support initiatives that build upon current investment and innovation in Pacific peoples' programmes and services and develop effective models of service delivery that is responsive and aligned to the Pacific Health and Disability Action Plan 2002.

Pacific peoples' children and young people often live in environments that are not conducive to good health. Socio-economic factors, including high unemployment, low incomes, poor housing, overcrowding and the breakdown of traditional Pacific peoples' structures and supports, contribute to their overall poor health status. Child and young people's services must recognise the cultural values and beliefs that influence the effectiveness of services for this group and their families and fono or caregivers. Pacific peoples' communities are to be consulted in the design and delivery of services for their children and young people.

5.3 Settings

The Services for children and young people will be provided in a developmentally / behaviourally appropriate environment for them and their families and where the best outcomes will be achieved.

Considerations in determining the settings for services should include (but not be limited to) issues such as cultural appropriateness, accessibility, the most effective / efficient use of resources, and clinical appropriateness (eg, adherence to clinical standards and guidelines). This may result in a shift away from traditional service settings (hospital or clinic) for some services towards telemedicine consult via national telemedicine networks, community based and outreach services. A primary consideration at all times will be to encourage and support the family's independence.

Some services require urgent access to a range of other specialist services and must be co-located or close to other services⁴.

5.3.1 Specialist Paediatric Services

There is a range of models for specialist paediatric services due to the limited availability of specialist workforces internationally that contribute to the small size and vulnerability of these services. Services will be planned, funded and provided around the size of the population that ensures their future clinical viability.

5.4 Equipment for an Episode of Care

Refer to the service specifications tier one Specialist Medical and Surgical Services, Disability Support Services and Community Services for further information on equipment and supplies in secondary / tertiary services.

5.5 Support Services

Refer to the service specifications tier one Specialist Medical and Surgical Services, Disability Support Services and Community Services for further information on support services in secondary / tertiary services.

Support services will be child and young person focussed and be specifically responsive to developmental needs and the needs of the family and whānau or caregiver.

⁴ Commissioning Safe and Sustainable Specialised Paediatric Services: 26 August 2008, pg 26, NHS, <http://dh.gov.uk/publications>

5.6 Facilities

Service facilities will be child and young person focused, allowing for normal interactions of children and young people with their parent / guardian / family and whānau or caregiver. Provision is to be made for a whānau room and whānau accommodation.

5.7 Key Inputs**5.7.1 Primary Health Services**

The following is an indicative list of key inputs to be included in the services where appropriate:

- professional clinical services – this includes but is not limited to: GPs, Nurse Practitioners, midwives / Lead Maternity Carers (LMCs), Registered Nurses practice / community / public health / school nurses, Well Child /Tamariki Ora Service providers
- allied health professionals this includes but is not limited to hearing vision technicians, dental therapists
- community health workers
- Māori and Pacific peoples' health providers
- consumable supplies, eg, disposable equipment.

5.7.2 Secondary and Tertiary Health Services

Refer to the service specifications tier one Specialist Medical and Surgical Services, Disability Support Services and Community Services for further information on key inputs to secondary / tertiary services.

Boarders: a well person accompanying a sick child or young person in hospital will be accommodated by the Service provider as directed by the patient's medical consultant or the senior nurse on duty. The accommodation costs associated with the boarder stay (one day's stay or more) will be an input to the particular medical or surgical service. No charge will be made to the boarder. Access to meal services is provided for the boarder who is responsible for the actual cost of the meals.

6. Service Linkages

The services will develop relationships with services / agencies to facilitate open communication, continuity of care, smooth referral, follow - up and discharge processes to ensure that the following principles are acknowledged:

- a continuum of care from primary health care services through to secondary / tertiary and back to primary health care services, including those services funded via other funding streams
- safety for at-risk children through linkages with Police, Child Youth and Family, and DHB Memorandum of Understanding for Care and Protection of Abused Children in Hospital
- intersectoral linkages with social, education and voluntary services involved in the care and support of the child or young person and their family and whānau
- regional linkages and co-ordination of services to ensure clients access appropriate services
- clinical consultation and referral services that support clinical pathways
- emergency management and disaster response is available and appropriate across the continuum and
- linkages with other funders and providers, including community and social services, support a seamless service delivery and continuity care is maintained.

Where children or young people are receiving services from other agencies, the Service Provider will participate in intersectoral collaboration and co-ordination initiatives such as Strengthening Families.

Linked services of specific importance to children and young people's services include but are not limited to:

Service Provider	Nature of Linkage	Accountabilities
Child health promotion services including school based health services	Referral and consultation	Consultation, collaboration and referral services that support continuity of care
Child, Youth and Family (CYF), Justice and Police services	Facilitate Service access and participation	Consult and collaborate with CYF, Justice and Police on children and young people with complex health and social problems and when children are admitted to hospital with non accidental injuries
Māori and iwi organisations and communities	Facilitate Service access and participation	Liaise with local iwi and Māori communities to provide advice and guidance into service delivery to ensure culturally appropriateness and accessibility to services.
Māori primary health and community care services	Referral, consultation, coordination of services	Improve access, support seamless service delivery and continuity of care is maintained and to ensure appropriateness and accessibility to services.
Pacific peoples' primary health and community care services	Referral, consultation, coordination of services	Improve access, support seamless service delivery and continuity of care is maintained and to ensure appropriateness and accessibility to services.
Pacific peoples' and new migrant Community Health Workers	Facilitate Service access and participation	Liaise with local communities, community leaders, churches, temples, mosques etc.
Palliative care	Referral, liaison, coordination of services and consultation	Consultation, collaboration and referral services that support continuity of care
Primary health care services	Referral and consultation	Clinical consultation and referral services that support continuity of care
Publicly funded disability or long term support services for service users with co-existing disabilities/conditions who meet other funding stream eligibility criteria such as Needs Assessment and Service Coordination services.	Referral and liaison	Effective local and regional linkages are in place to facilitate appropriate referrals
Public health services eg, communicable disease programmes and the Medical Officer of Health	Education and prevention	Assessment, treatment and intervention that supports improved health outcomes and referral to appropriate services as

Service Provider	Nature of Linkage	Accountabilities
		required
Refugee services	Facilitate Service access and participation	Liaise with communities to ensure appropriateness and accessibility to services.
Regional health services eg, Youth One-Stop Services	Facilitate Service access and participation	Liaise with communities to ensure appropriateness and accessibility to services.
Sexual health services	Referral and consultation	Clinical consultation, collaboration and referral services that support continuity of care
Transport services including ambulance services National Travel Assistance (NTA), travel and accommodation services	Liaison, education, consultation, coordination of services and referral	Improve access, support seamless service delivery and continuity of care is maintained and to ensure appropriateness and accessibility to services.
Voluntary organisations, e.g. Asthma Society, Cancer Society, National Heart Foundation, Youth Diabetes organisations	Liaison, coordination of services	Support seamless service delivery and continuity of care is maintained.
Welfare and Education services while unwell and/or unable to attend school	Referral and consultation	Assessment, treatment and intervention that supports seamless service delivery and continuity of care

Refer to the service specifications tier one Specialist Medical and Surgical Services, Disability Support Services and Community Services for further information on key linkages for secondary / tertiary services.

7. Exclusions

Refer to the service specifications tier one Specialist Medical and Surgical Services, Disability Support Services and Community Services for further information on exclusions in secondary / tertiary services.

This tier one service specification excludes services for children and young people that are described in other service specifications and contracts.

Note that as not all children receive services from designated child health teams it is important that you also acknowledge other applicable supportive services as follows:

- Specialist Medical and Surgical Services
- Adult Mental Health and Addiction Services
- Children and Adolescent Oral Health Services
- Child and Adolescent Mental Health Services (CAMHS) including Youth Forensic Mental Health Services
- Community Health Services

- Maternity Services
- Community and Specialist Palliative Care Services
- Primary Healthcare Organisation (PHO) contracts
- Ministry of Health (the Ministry) funded:
 - Public Health Services
 - Disability Support Services (DSS) (relevant to child and young people eg, Chronically Medically Ill, Child Development)
 - Crown Funding Agreement (CFA) variations.

8. Quality Requirements

8.1 General

The Service must comply with the Provider Quality Standards described in the Operational Policy Framework or, as applicable, Crown Funding Agreement Variations, contracts or service level agreements.

8.2 Acceptability

The services must ensure that the needs of children, their parents / guardians / families and whānau / carers are taken into account at all times.

The services must also provide:

- culturally competent services to all children and their families and whānau
- services that recognises the needs of identified priority groups, including Māori, Pacific people, children from families with multiple social and economic disadvantage and children with high health and disability support needs.

The following specific quality requirements also apply:

- comply with 'Standards for the care of children and young people in healthcare facilities'

Ensure all staff has specific training in:

- how to identify, support and refer victims of interpersonal violence in accordance with the *Ministry of Health Family Violence Intervention Guidelines: Child and Partner Abuse*. The service must have protocols in place to support staff in this intervention
- specific issues in the patterns and identification of abuse and interpersonal violence for these groups; and
- how to access / refer to disability services to ensure disabled children and disabled carers are given appropriate access and support.

8.3 Safety and Efficiency

Refer to the service specifications tier one Specialist Medical and Surgical Services, Disability Support Services and Community Services for further information on safety and efficiency in secondary / tertiary services.

8.4 Elective Service Effectiveness

Refer to the service specifications tier one Specialist Medical and Surgical Services, Disability Support Services and Community Services for further information on elective services effectiveness in secondary / tertiary services.

Communication regarding referral management and the outcome of the first specialist assessment with be with the patient if over 16 years or the patient's caregiver if under 16 years

9. Purchase Units and Reporting Requirements

The Purchase Unit Codes are found in the joint DHB / Ministry Nationwide Service Framework Purchase Unit Data Dictionary on www.nsf.health.govt.nz.

This section contains three tables:

- Table A: Purchase Unit code table for services that do not have a nationwide service specification at tier two and three service specification level
- Table B: Purchase Unit code table for services provided by Non-government Organisations (NGOs) and are reported through the Contract Management System (CMS)
- Table C: Purchase Unit codes that are included at tier two and three service specification level in a simplified table.

Table A: The Purchase Units codes that do not have a nationwide service specification at tier two and three service specification level are listed below:

PU Code	PU Description	PU Definition	PU Measure	PU Measure Definition	National Collections or Payment Systems
M00010	Medical non contact First Specialist Assessment - Any health specialty	Following a request from a GP or community based Nurse Practitioner, a review by a registered medical practitioner of registrar level or above or registered nurse practitioner of patient records and any diagnostic test results, development of a written plan of care for the patient and provision of that plan and other necessary advice to the referring GP or Nurse Practitioner. This does not include the triaging of referral letters. The patient should not be present during the assessment.	Written plan of care	Written plan of care provided by the specialist to the referring GP	National Non Admitted Patient Collection (NNPAC)
M10006	Specialist Paediatric Cardiac - 1st Attendance	First attendance to cardiologist, paediatrician, or medical officer at registrar level or above or nurse practitioner for specialist assessment.	Attendance	Number of attendances to a clinic/department/acute assessment unit	NNPAC
M10007	Specialist Paediatric Cardiac - Subsequent Attendance	Follow-up attendance to paediatric cardiac specialist or medical officer at registrar level or above or nurse practitioner.	Attendance	Number of attendances to a clinic/department/acute assessment unit.	NNPAC

PU Code	PU Description	PU Definition	PU Measure	PU Measure Definition	National Collections or Payment Systems
M20008	Specialist Paediatric Endocrinology - 1st attendance	First attendance to paediatric endocrinologist or medical officer at registrar level or above or nurse practitioner for specialist assessment. Excludes diabetes.	Attendance	Number of attendances to a clinic/department/acute assessment unit.	NNPAC
M20009	Specialist Paediatric Endocrinology - Subsequent attendance	Follow-up attendances to paediatric endocrinologist or medical officer at registrar level or above or nurse practitioner. Excludes diabetes.	Attendance	Number of attendances to a clinic/department/acute assessment unit.	NNPAC
M45006	Neurology 1 st Attendance	First attendance to neurologist or medical officer at registrar level or above or nurse practitioner for specialist assessment.	Attendance	Number of attendances to a clinic/department/acute assessment unit.	NNPAC
M45007	Neurology Metabolic Subsequent attendance	Follow-up attendances to neurologist or medical officer at registrar level or above or nurse practitioner.	Attendance	Number of attendances to a clinic / department /acute assessment unit.	NNPAC
M45008	Neurology Metabolic Ambulatory	Outreach and support services for the national metabolic service	Programme	Agreed lump sum amount	NNPAC
M49001	Specialist Paediatric Neurology	DRG WIESNZ Discharge. Additional Information is found in the NZ Casemix Framework for Publicly Funded Hospitals which gets updated every year.	Cost Weighted Discharge	A numerical measure representing the relative cost of treating a patient through to discharge.	NMDS
M49002	Specialist Paediatric Neurology Outpatient 1 st attendance	First attendance to paediatric neurologist or medical officer at registrar level or above or nurse practitioner for specialist assessment.	Attendance	Number of attendances to a clinic/department/acute assessment unit.	NNPAC
M49003	Specialist Paediatric Neurology Outpatient - Subsequent attendance	Follow-up attendances to paediatric neurologist or medical officer at registrar level or above or nurse practitioner.	Attendance	Number of attendances to a clinic/department/acute assessment unit.	NNPAC

PU Code	PU Description	PU Definition	PU Measure	PU Measure Definition	National Collections or Payment Systems
M65008	Specialist Paediatric Respiratory - 1st Attendance	First attendance to respiratory physician, paediatrician or medical officer at registrar level or above or nurse practitioner for specialist assessment.	Attendance	Number of attendances to a clinic/department/acute assessment unit.	NNPAC
M65009	Specialist Paediatric Respiratory - Subsequent attendance - Follow-up	Follow-up attendances to respiratory physician, paediatrician or medical officer at registrar level or above or nurse practitioner. Excludes bronchoscopy.	Attendance	Number of attendances to a clinic/department/acute assessment unit.	NNPAC
M87004	Newborn Screening National Testing Centre	New born screening for the following diseases and disorders - Phenylketonuria (PKU); Maple syrup urine disease (MSUD); Hypothyroidism; Galactosaemia; Biotinidase deficiency; Cystic fibrosis; and Adrenal hyperplasia.	Test	Number of separate tests purchased.	NNPAC
S00C11	Surgical non contact First Specialist Assessment - Any health specialty	Following a request from a GP or community based Nurse Practitioner, a review by a registered medical practitioner of registrar level or above or registered nurse practitioner of patient records and any diagnostic test results, development of a written plan of care for the patient and provision of that plan and other necessary advice to the referring GP or Nurse Practitioner. This does not include the triaging of referral letters. The patient should not be present during the assessment.	Written plan of care	Written plan of care provided by the specialist to the referring GP	NNPAC
S55001	Paediatric Surgical Services	DRG WIFSNZ Discharge. Additional Information is found in the NZ Casemix Framework for Publicly Funded Hospitals which gets updated every year.	Cost Weighted Discharge	A numerical measure representing the relative cost of treating a patient through to discharge.	NMDS

PU Code	PU Description	PU Definition	PU Measure	PU Measure Definition	National Collections or Payment Systems
S55002	Paediatric Surgery Outpatient - 1st attendance	First attendance to paediatrician or medical officer at registrar level or above or nurse practitioner for specialist assessment.	Attendance	Number of attendances to a clinic/department/acute assessment unit.	NNPAC
C01008	Children & Young Peoples Death Register/ Review	Sudden Infant Death Syndrome and Sudden Unexplained Death Syndrome	Programme	A set of related measures or activities that is purchased in a block arrangement and is uniquely agreed at a local level.	NNPAC
C01015	Short Term Respite Care for Medically Fragile Children	Short Term Respite Service for medically fragile children from 0-14 years of age in the home or community setting by skilled and /or experienced staff. The service is seen as one part of a continuum of services which includes a specialist paediatric referral, an assessment service, a co-ordination service and effective links with the child's general practitioner and child health services.	Client	Number of clients managed by the service in the reporting period ie, caseload at the beginning of the period plus all new cases in the period.	NNPAC

Table B

Purchase Unit codes for services that are provided by Non-Government Organisations (NGOs) and recorded in Sector Services' Contract Management System (CMS) are listed below:

PU Code	PU Description	PU Definition	PU Measure	PU Measure Definition	National Collections and Payment Systems
COCH0010	Paediatric Asthma Education	Service to provide education to children with asthma	Service	Agreed lump sum amount. Service purchased in a block arrangement or uniquely agreed at a local level.	Contract Management System (CMS) (as per contract)
COCH0011	Home Visiting Services	Intensive Home Visiting Pilots from Reduced Inequalities Funding	Programme	A set of related measures or activities that is purchased in a block arrangement and is uniquely agreed at a local level	CMS (as per contract)
COCH0014	Youth Sexual Health	Regional Health services provided in primary care setting for youth in relation to sexual health, sexual abuse services and education programmes. One stop shop clinics.	Service	Agreed lump sum amount. Service purchased in a block arrangement or uniquely agreed at a local level.	CMS (as per contract)
COCH0015	Child Protection	National advisory service and regional service for children and whānau in relation to neglect, physical, psychological and sexual abuse.	Service	Agreed lump sum amount. Service purchased in a block arrangement.	CMS (as per contract)
COCH0016	Family Information Service	Information provided to families/whānau for children - in and outpatient at Starship Hospital	Service	Agreed lump sum amount. Service purchased in a block arrangement or uniquely agreed at a	CMS (as per contract)

PU Code	PU Description	PU Definition	PU Measure	PU Measure Definition	National Collections and Payment Systems
				local level.	
COCH0017	Youth Specialist Service	Auckland regional youth specialist service and national training for staff working with youth	Service	Agreed lump sum amount. Service purchased in a block arrangement or uniquely agreed at a local level.	CMS (as per contract)
COCH0018	Hospital at Home - Cystic Fibrosis Drugs	Provision of medication for Cystic Fibrosis children in the home to maintain children within own environment	Adjuster	Price adjustment for cost elements not adequately recognised within national purchase unit base prices.	NNPAC and CMS (as per contract)
COCH0019	Family options for medically fragile respite care children	Short term respite service for medically fragile children delivered in the home or the community setting by skilled and/or experienced staff. The service should be seen as one part of a continuum of services which includes a specialist paediatric referral, an assessment service, a co-ordination service and effective links with the child's general practitioner and child health services.	Service	Agreed lump sum amount. Service purchased in a block arrangement or uniquely agreed at a local level.	CMS (as per contract)
COCH0020	Child Abuse	Child Abuse Programme	Programme	A set of related measures or activities that is purchased in a block arrangement and is uniquely	CMS (as per contract)

PU Code	PU Description	PU Definition	PU Measure	PU Measure Definition	National Collections and Payment Systems
				agreed at a local level	
COCH0021	Child Abuse Co-ordination	Coordination of Child abuse Programme	Programme	A set of related measures or activities that is purchased in a block arrangement and is uniquely agreed at a local level	CMS (as per contract)
COCH0023	Immunisation Coordination	Service to increase the number of immunised children, identify and implement immunisation education opportunities for Primary Care staff. Increase families, communities and health professionals understanding of immunisation, and the diseases which immunisation can prevent.	Service	Agreed lump sum amount. Service purchased in a block arrangement or uniquely agreed at a local level.	CMS (as per contract)
COCH0027	School and preschool health based services	School and pre school based health services for children up to 18 years of age enrolled in preschools and schools.	Client	Number of clients managed by the service in the reporting period ie. cascaded at the beginning of the period plus all new cases in the period	National Non-admitted Patient Collection (NNPAC) and Contract Management System (CMS) (as per contract)

PU Code	PU Description	PU Definition	PU Measure	PU Measure Definition	National Collections and Payment Systems
COCH0026	Service for children and young people entering CYF Care & Protection or Youth Justice residences	Coordination and delivery of a range of prioritised primary and secondary health services to meet needs of children and young people in a Child Youth & family residence [Youth Justice or Care & Protection]. Services will be provided by appropriate clinicians and include medical and nursing assessments within required timeframes.	Service	Service purchased in a block arrangement or uniquely agreed at a local level.	Contract Management System (as per contract)

Table C: The Purchase Units codes that apply to the linked tier two and tier three service specifications are listed below:

Service Specification Titles	PU Codes
B4 School Checks Services	C01013
Preschool and School Based Health Services	COCH0027
Additional School Based Health Services	COCH0031
General and Community Paediatric Services	M55001, M55002, M55003, M55005, M55008
Paediatric and Congenital Cardiac Service	NS10040, NS10041, M10005, M10PRE.
Paediatric and Adult Metabolic Services	NS10030, NS10031, NS10032
Clinical Genetics	NS10010, NS10014, NS10012
Health services for Children and Young People in Child Youth and Family (CYF) Care and Protection and Youth Justice Residences	COCH0026
Outreach Immunisation Services	PHO10004, COCH0013
Paediatric Oncology and Haematology Services	M30011, M30016, M30002, M30003, M30014, M34001, M54001, M54002, M54003, M50004, M50010, M50011, M50018
Specialist Neonatal Inpatient Services	W06002, W06003
Well Child Services	C01016

The Service must comply with the reporting requirements of national data collections where available.

9.1 Additional reporting

Reporting requirements for primary health care services provided through PHOs are included in Part I of the Primary Health Organisation Agreement between PHOs and DHBs.

Appendix One – Child Health Strategy Principles

The principles of the *Child Health Strategy* (1998) outlined in the strategy are as follows:

- children / tamariki should have their needs treated as paramount
- child health and disability support services should:
 - be focused on the child / tamariki and their family and whānau
 - be available as close to home as possible, within the bounds of quality and safety
 - work together with each other and with staff from other sectors to benefit the child
 - be provided to achieve equity
 - be based on international best practice, research and education
 - be regularly monitored and evaluated
 - be culturally safe, culturally acceptable and value diversity; and
 - take into account available resources.

**SERVICES FOR CHILDREN AND YOUNG PEOPLE –
SCHOOL AND PRE SCHOOL HEALTH SERVICES –
ADDITIONAL SCHOOL BASED HEALTH SERVICES
TIER THREE SERVICE SPECIFICATION
COCH0031**

This tier three service specification for Additional School Based Health Services (SBHS) must be used in conjunction with the tier two School and Pre School Health Services, and the tier one Services for Children and Young People service specifications.

This service specification must be read in conjunction with following documents:

- *Improving the Health of Young People – guidelines for school-based health care* (Ministry of Health 2004).¹
- *Youth Healthcare in Secondary Schools: A framework for continuous quality improvement* ² (Ministry of Health 2013). (Framework for CQI)

1. Service Definition

The Service includes SBHS services delivered by Registered Nurses to all children and young people (the Service Users) enrolled in decile 1, 2 and 3 secondary schools³, teen parent units (TPU) and alternative education facilities. For the purposes of this specification these three facilities are referred to as 'the Facilities'.

The Service is provided in addition to school health services provided under the tier two School and Pre School Health Services service specification.

The Service includes:

- universal health, disability and youth development checks
- individual health services when these are sought by a Service User or as the result of a Registered Nurse contacting a Service User
- timely referrals to appropriate services and active follow up of referrals
- health promotion activities.

The Service will be provided in conjunction with other District Health Board (DHB) funded primary and secondary services, and refer to other clinical, disability and specialist services as appropriate.

2. Exclusions

Refer to tier two School and Pre School Health Services service specification.

3. Service Objectives

3.1 General

The purpose of the Service is to:

- enable Service Users to access a health service associated with their place of learning, to improve health outcomes for Service Users and to reduce health inequalities
- link the Service Users with lead primary healthcare providers to improve access to appropriate services such as mental health and alcohol and other drug services, sexual health services, nutrition, weight management and exercise services, and positive youth development programmes
- support and assist the Service Users to maximise their physical, mental and emotional health potential, thereby establishing a strong foundation for on-going healthy development.

¹ <http://www.health.govt.nz/publication/improving-health-young-people>

² www.health.govt.nz/publication/youth-health-care-secondary-schools-framework-continuous-quality-improvement

³ Note: Here 'secondary schools' also includes secondary school aged students that attend composite schools.

3.2 Māori Health

Refer to the tier one Services for Children and Young People service specification.

4. Service Users

The Service is for all children and young people who are enrolled in decile 1, 2 and 3 secondary school⁴, TPUs and alternative education facilities within a defined DHB catchment.⁵

5. Access

Refer to the tier two School and Pre School Health Services service specification.

6. Service Components

6.1 Processes

In addition to services provided under the tier two service specifications for School and Pre School Health Services, the Service will provide the following for Service Users:

- youth friendly services that give the Service User the opportunity to access a Registered Nurse, and that recognise the competence of young people to make decisions and to give consent for treatments and services.
- assessment and nursing services by providing:
 - a. Universal health, disability and youth development checks, which includes a home, education/employment, eating, activities, drugs, sexuality, suicide and depression, and safety (HEEADSSS) assessment,⁶ to the following:
 - i. all year nine students attending decile 1- 3 secondary schools
 - ii. all students attending TPUs
 - iii. all students attending alternative education facilities.
 - b. Registered Nursing services for all Service Users to support early detection, referral and treatment of Service User's problems related to vision, hearing, behaviour and development, and other health and disability conditions, to support learning, school performance and positive youth development.
- referrals to other services and referral follow up
 - a. The Service will work with other staff in the Facilities and with other health and disability service providers to ensure that Service Users receive the health and disability support services they require.
 - b. The Service will refer Service Users to appropriate services for treatment and investigation in a timely manner.
 - c. The Service will follow up each referral to ensure:
 - i. the referral has been accepted by the appropriate service
 - ii. the Service User has received the appropriate service (ie. further assessment, treatment, support)
 - iii. the Service User is linked back to their health services providers(s), in particular, to their General Practitioner and Primary Health Organisation (PHO) and other relevant services, such as student support services
 - iv. information on the outcome of the referral is recorded in the Service information management system maintained by the provider.
- health promotion activities.

⁴ Note: This includes secondary school aged students that attend composite schools.

⁵ Also refer to the Health and Disability Services eligibility direction 2011 sections B17 and B18.

⁶ A wellbeing assessment covering Home environment; Education/employment; Eating and exercise; Activities and peer relationships; Drugs, cigarettes, alcohol; Sexuality; Suicide, depression, mood screen; Safety; Spirituality.

In collaboration with Health Promoting Schools facilitators, and relevant public health and youth development services:

- a. complete regular Facility-wide health needs assessments by collating baseline health data (for example, from quarterly reporting and HEEADSSS assessments) to identify common health needs.
- b. support health promotion campaigns for each of the Facilities.
- support for Service User pregnancy - refer to tier two School and Pre School Health Services service specification.
- ensuring the Service Users know who their General Practitioner is and where to go for primary healthcare outside of Facility hours. If not already enrolled, assisting Service Users and their parents or guardians to enrol them in a PHO.

6.2 Pacific Health

Refer to the tier two School and Pre School Health Services service specification.

6.3 Settings

Refer to the tier two School and Pre School Health Services service specification.

6.4 Equipment

Refer to the tier two School and Pre School Health Services service specification

6.5 Support Services

Professional advice delivered from other services to the Service, for example, Medical Officer of Health, Public Health, Oral Health Programme, Child and Adolescent Mental Health Services, Paediatric Services, Disability Support Services, Māori Health Services, and Services for Pacific People, Refugee and Migrant organisations.

The Service must recognise the importance of an integrated continuum of care as well as an effective population health focus to ensure efficient use of professional resources.

6.6 Key Inputs

The Service will be provided by Registered Nurses and where appropriate may also include other health professionals skilled in youth health and development. These Registered Nurses and other health professionals will work in a primary health team that has professional support and oversight, and work as per the Framework for CQI.

In addition, refer to the tier two service School and Pre School Health Services specification.

7. Service Linkages

Generic service linkages are described in the tier two School and Pre School service specification. In addition, the following linkages with families/whānau, communities and other agencies are important.

- a. building relationships with the Facilities, the Service Users and community, where appropriate, as per the Framework for CQI
- b. establishing an agreement between the SBHS and each of the Facilities, where appropriate, outlining accountabilities, responsibilities, and mechanisms for communication, co-operation and the safe and effective exchange of clinical and other sensitive information
- c. supporting the families/whānau of the Service User to maximise their young person's developmental and health status.
- d. supporting other Ministry and DHB programmes in the Facilities such as those provided by public health nurse services.

- e. supporting collaboration between the health and education sectors. The establishment of the Service will involve a process of consultation with the Service Users, staff and the Facilities' governance, parents/guardians and the community.
- f. where appropriate, working with and sharing information with relevant local and regional services.

8. Quality Requirements

8.1 Acceptability

In addition to the requirements set out in the tier two School and Pre School Health Services service specification the Service must:

- a. Have policies and a quality improvement plan that are developed from self-assessment of quality indicators as per the Framework for CQI. This framework may be updated by the Ministry from time to time.
- b. Undertake a student survey at least once a year to determine the quality and acceptability of the service.
- c. Ensure that delivery is provided in a way that recognises the cultural and social difference between the Facilities and the different needs of the Service Users, their parents and caregivers. Planning and development of the Service must take account of tamariki and rangatahi Māori and their families' needs, as well as the needs of Pacific children and young people.

8.2 Safety and Efficiency

Refer to tier two School and Pre School Health Services service specification and the Framework for CQI. The Ministry recommends the following minimum ratios:

- one full time equivalent (FTE) Registered Nurse to 750 students in decile 1, 2 and 3 secondary schools
- one FTE Registered Nurse to 200 students in alternative education facilities and TPUs
- nurse leaders at a ratio of one nurse leader to 10 Registered Nurses.

9. Purchase Units and Reporting Requirements

9.1 Purchase Units are defined in the joint DHB and Ministry's Nationwide Service Framework Data Dictionary. The following Purchase Unit applies to this Service.

PU Code	PU Description	PU Definition	PU Measure	PU Measure Definition
COC10031	Additional SBHS	School based health services (SBHS) services delivered by Registered Nurses for all children and young people enrolled in decile 1, 2 and 3 secondary schools, teen parent units and alternative education facilities. The Service will be provided in addition to school health services provided under the tier two School and Pre School Health Services service specification. Excludes SBHS funded under COCH0027.	FTE	Full-time equivalent staff member (clinical or non-clinical) involved in direct delivery of services to consumers. Exclude time that is formally devoted to administrative or management functions e.g. half-time coordination of a community team.

9.2 Reporting Requirements

Details of any additional information to be collected and the frequency of reporting to Sector Services are as specified and documented by the Funder in the Provider Specific Schedule of the contract.

Each SBHS provider will report against a mandatory agreement between the provider and the DHB, via Sector Operations, Ministry of Health. Reporting can be submitted on the SBHS template spreadsheet, which will be provided to the Provider, or as a report from the Provider's local IT system, if it can provide the required information. The following facility level information will be reported to:

The Performance Reporting Team, Sector Operations
Ministry of Health
Private Bag 1942
Dunedin 9054.
Email performance_reporting@health.govt.nz.

Frequency	Reporting requirements
Annually, due January	<p>Each SBHS provider will provide the DHB with the current continuous quality improvement plan based on "Youth Health Care in Secondary Schools: A framework for continuous quality improvement" (either for each individual school or a group of schools)</p> <p>Each SBHS provider will provide the DHB with a report for each eligible education facility, where purchased under COCH0031:</p> <p>Number of students in general school population surveyed about SBHS in the last calendar year</p> <p>Total number of students surveyed who had visited a SBHS health care professional in the last calendar year</p> <p>Number of students who report that their last visit with a SBHS health care professional was private and confidential (target = 100%)</p>
Six monthly	A summary narrative exception report, and the six monthly reporting information (as below) to the Ministry as per DHB annual planning and reporting requirements for PP25: Youth Mental Health Initiatives
Six monthly	<p>Each SBHS provider will provide the DHB with a report for each eligible education facility, where purchased under COCH0031:</p> <p>Notes: (i) For measures that are to be disaggregated by ethnicity, include the following categories: European/Pakeha, Māori, Pasifika, Other, Total; (ii) For composite schools, report on services delivered to secondary school aged students only</p> <p>Facility name</p> <p>Facility decile</p> <p>Registered Nurse FTE at this facility (where purchased under COCH0031)</p> <p>Total school roll (secondary school aged students, disaggregated by ethnicity)</p> <p>Number of student visits to SBHS nurse in the calendar year to date (including advice, treatment and referrals, and excluding routine health assessments) (disaggregated by ethnicity)</p> <p>Number of students eligible for a routine health assessment, including HEEADSSS (all Year 9 in secondary/composite schools, all in TPU and all in alternative education) (disaggregated by ethnicity)</p> <p>Number of students that received a routine health assessment, including HEEADSSS, in the calendar year to date (disaggregated by ethnicity)</p> <p>Percentage of students eligible for a routine health assessment, including HEEADSSS, that received an assessment in the calendar year to date (annual target = 95%) (disaggregated by ethnicity)</p>

Frequency	Reporting requirements
	Number of interventions (including advice, treatment and referrals resulting from any visit or health assessment) – for sexual health
	Number of interventions (including advice, treatment and referrals resulting from any visit or health assessment) – for mental health
	Number of interventions (including advice, treatment and referrals resulting from any visit or health assessment) – for ACC
	Number of interventions (including advice, treatment and referrals resulting from any visit or health assessment) – for general health/other
	Percentage of students who had a health assessment who are within 'healthy BMI range (disaggregated by ethnicity)
	SBHS provider comment (include overview of plan to ensure the service will provide routine health assessments to all consenting and eligible students in the calendar year to date)

Note: the reporting template for Providers and DHBs is available under 'Downloads' on the NSFL website: <https://nsfl.health.govt.nz/service-specifications/current-service-specifications/child-health-service-specifications>

9.3 The Register

The Provider will establish and maintain a register of all Service Users accepted into their service. This register will record the following Service User's information:

• first name and family name	• NHI number
• date of birth	• ethnicity*
• address and telephone number	
• parent/guardian/caregiver's name and address	• next-of-kin's name and address
• General Practitioner's name and address	• date of each contact
• date of referral to service	• date of exit from service

*Ethnicity Data Collection

Ethnicity is to be collected according to the 'Ethnicity Data Protocols for the Health and Disability Sector – 2004' at Level 2. The Protocols are available in hard copy and are also published on the Ministry's website: <http://www.moh.govt.nz/moh.nsf/pages/mh/3006>

The Protocol provides guidelines for collecting ethnicity. Where people report themselves as belonging to more than one ethnic group, use section 4.4 of the protocols to report prioritised ethnicity.

Variation to Agreement

between

Te Aka Whai Ora Māori Health Authority

PO Box 5013
Lambton Quay
Wellington 6140

Contact:

Lorraine Symons-Busby

and

Manurewa Marae Trust Board 2008 Incorporated

NZBN: 9429043092918

**School Based Health Service at Te Wharekura O
Manurewa and Te Ara Poutama Altern**

PO Box 88161
Clendon
Auckland

Contact:

Natasha Kemp

CONTENTS OF THIS AGREEMENT

A: SUMMARY	3
B: PROVIDER SPECIFIC TERMS AND CONDITIONS	4

Proactively released

A: SUMMARY

A1 Definitions

- a. "we", "us", "our" means Te Aka Whai Ora - Māori Health Authority
- b. "you", "your" means Manurewa Marae Trust Board 2008 Incorporated
- c. "either of us" means either we or you
- d. "both of us" means both we and you

A2 The Agreement

In 2022 both of us entered into a Health and Disability Services Agreement (the Agreement). The Agreement commenced on 01 November 2022 and ended on 30 June 2024 and was numbered 378413-00.

A3 Variation

This is the 02 variation to the Agreement and PRICE AND TERM. This variation to the Agreement begins on 01 July 2023 and ends on 30 June 2024.

A4 Section B

The attached Section B includes all of the adjustments to this Agreement as a result of this variation.

A5 Remainder of Agreement

The remaining terms and conditions of the Agreement are confirmed in all respects except for the variations as set out in this document.

A6 Signatures

Please confirm your acceptance of the Agreement by signing where indicated below.

For Te Aka Whai Ora - Māori Health
Authority:

For Manurewa Marae Trust Board 2008
Incorporated:



(signature)



(signature)

Name Selah Hart

Name . Takutai Moana Natasha Kemp

Position DCE Public & Population Health

Position ...CEO.....

Date 31/07/2023

Date26/07/2023.....

B: PROVIDER SPECIFIC TERMS AND CONDITIONS

B1 It is agreed that the following details apply to this Variation

Legal Entity Name	Manurewa Marae Trust Board 2008 Incorporated
Legal Entity Number	649756
Contract Number	378413-02
Variation Commencement Date	01 July 2023
Variation End Date	30 June 2024

B2 Details of all purchase units which apply to this Variation

Purchase Unit (PU ID)	Volume	Unit Price excl GST	Total Price excl. GST (UP x V)	GST Rate (%)	Payment Type
COCH0031 Equipment and Consumables		9(2)(b)(ii)		15	CMS
COCH0031 Additional SBHS	0.33 p.a.			15	CMS
COCH0031 SBHS at Te Ara Poutama - Admin				15	CMS
COCH0031 SBHS at Te Ara Poutama	1.2 p.a.			15	CMS
Total:					

PAYMENT DETAILS

B3 Price

B3.1 The price we will pay for the Service you provide is specified above. Note that all prices are exclusive of GST.

B4 Invoicing

B4.1 We will pay you on the dates set out in the Payment Schedule below for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- provider name (legal entity name)
- provider number (legal entity number)
- provider invoice number
- contract number
- purchase unit number or a description of the service being provided
- date the invoice is due to be paid/date payment expected
- dollar amount to be paid
- period the service was provided

- i. volume, if applicable
- j. GST rate
- k. GST number
- l. full name of funder

If we do not receive an invoice from you by the date specified in the payment schedule below, then we will pay you within 20 days after we receive the invoice.

B5 Invoicing Address

Send invoices to:

providerinvoices@health.govt.nz

or post to:

Te Whatu Ora - Health New Zealand
Provider Payments
Private Bag 1942
Dunedin 9054

B6 Payment Schedules

B6.1 Payment Schedule for COCH0031 Equipment and Consumables and COCH0031 SBHS at Te Ara Poutama - Admin

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:	Amount (excl GST)
21 August 2023	31 July 2023	July 2023	9(2)(b)(ii)
20 September 2023	31 August 2023	August 2023	
20 October 2023	30 September 2023	September 2023	
20 November 2023	31 October 2023	October 2023	
20 December 2023	30 November 2023	November 2023	
22 January 2024	31 December 2023	December 2023	
20 February 2024	31 January 2024	January 2024	
20 March 2024	29 February 2024	February 2024	
22 April 2024	31 March 2024	March 2024	
20 May 2024	30 April 2024	April 2024	
20 June 2024	31 May 2024	May 2024	
22 July 2024	30 June 2024	June 2024	
Total			

B6.2 Payment Schedule for COCH0031 Additional SBHS and COCH0031 SBHS at Te Ara Poutama

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
21 August 2023	31 July 2023	July 2023
20 September 2023	31 August 2023	August 2023
20 October 2023	30 September 2023	September 2023
20 November 2023	31 October 2023	October 2023
20 December 2023	30 November 2023	November 2023
22 January 2024	31 December 2023	December 2023
20 February 2024	31 January 2024	January 2024
20 March 2024	29 February 2024	February 2024

22 April 2024	31 March 2024	March 2024
20 May 2024	30 April 2024	April 2024
20 June 2024	31 May 2024	May 2024
22 July 2024	30 June 2024	June 2024

B7 Geographical Area

This contract is limited to the geographical area that Counties Manukau DHB previously represented under the New Zealand Public Health and Disability Act 2000.

Proactively released

Te Aka Whai Ora
Māori Health Authority

01 June 2023

Natasha Kemp
Manurewa Marae Trust Board 2008 Incorporated
PO Box 88161
Clendon
Auckland

Tēnā koe Natasha,

Agreement No: 649756 / 381769/00

Letter of Agreement for Funding of Māori Immunisation Programmes and Campaigns Services

This letter records our agreement for Manurewa Marae Trust Board 2008 Incorporated (you or your) to provide Te Aka Whai Ora – Māori Health Authority (us, our or we) with the Māori Immunisation Programmes and Campaigns services described in this letter of agreement ("the services").

The Services

1. You will deliver the services detailed in this letter of agreement.

Performance Measures

2. The following performance measures must be met by you as per the service specifications.

Provision of Services

3. You must provide the services and conduct your practice or business consistently with:
 - a. Pae Ora (Healthy Futures) Act 2022.
 - b. the objectives specified in section 11 of the Act; and any objectives set for us in the key health documents specified in sections 34 – 53 of the Act.
 - c. all relevant Law.

Reports on the services

4. You will report on your delivery of the services as specified in the service specification.

Service Details

5. Service Units which apply to this Agreement

Purchase Unit (PU ID)	Total Price excl. GST	GST Rate (%)	Payment Type
RMINT32 Māori Immunisation Programmes and Campaigns	9(2)(b)(ii)	15	CMS
Total price for the Service Schedule			

Payment Details**6. Price**

The price we will pay for the service you provide is specified above. Note that all prices are exclusive of GST.

7. Invoicing

We will pay you on the dates set out in the Payment Schedule below for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- provider name (legal entity name)
- provider number (legal entity number)
- provider invoice number
- agreement number
- service unit number or a description of the service being provided
- date the invoice is due to be paid/date payment expected
- dollar amount to be paid
- period the service was provided
- volume, if applicable
- GST rate
- GST number
- full name of funder

If we do not receive an invoice from you by the dates set out in the Payment Schedule below, then we will pay you within 20 days after we receive the invoice.

8. Invoicing Address

Send invoices to:

providerinvoices@health.govt.nz

or post to:

Te Whatu Ora - Health New Zealand
Provider Payments
Private Bag 1942
Dunedin 9054

9. Payment Schedule

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:	Amount (excl GST)
31 May 2023	26 May 2023	26 May 2023 – 30 September 2023	9(2)(b)(ii)
Total			

- 10.** The fee is GST exclusive and you have agreed to be responsible for all taxation liabilities and all other costs and expenses arising in relation to the services and the payment made to you.

11. In relation to GST you agree and understand that if you do not provide a tax invoice acceptable to the Inland Revenue Department, you will not be paid GST on the agreement price.

Term

12. This letter of Agreement commences on 26 May 2023 and will expire on 30 September 2023.

Professional care and diligence

13. You agree to exercise all due professional care and diligence in the performance of your obligations under this Agreement in accordance with the standards of skill, care, and diligence normally practised by suitably qualified and experienced contractors in performing services of a similar nature.
14. You agree that if you fail to complete the services or meet the required performance measures and timelines or if you fail to exercise all due professional care and diligence in the performance of your obligations under the agreement, the fee payable under this Agreement may be abated or withheld by us.
15. We may require errors, omissions, defects, or faults in the services to be corrected at any time up until one month after purported completion of the services.
16. You agree that you will not at any time disclose to any person otherwise than is necessary for this Agreement or as required by law, any information you acquire for the purposes of providing and completing the services.

Audit

17. You and your permitted sub-contractors must allow us and our authorised agents, access on 24 hours notice to:
- a. your premises;
 - b. all premises where the Records are kept; and
 - c. staff, sub-contractors or other people used by you in providing the Services, and allow us to interview any staff, subcontractors and the people you supply Services to (and their families) for the purposes of carrying out an audit of your performance and compliance with this agreement.
18. Our right to audit under this clause continues after this agreement ends but only to the extent that it is relevant to the period during which this agreement exists.

Indemnity

19. You shall indemnify us in respect of costs and damages associated with any legal liability that results from your acts or omissions, where those acts or omissions were not authorised by us.

Intellectual property

20. All physical and intellectual outputs produced for the purposes of providing and completing the services shall be the property of Te Aka Whai Ora - Māori Health Authority (*for the avoidance of doubt this includes, without limitation, all reports, papers, electronic documents (including computer software), and recordings*).

No assignment

21. You agree not to assign, delegate, or transfer your obligations under this Agreement without our specific written approval.

Termination

22. Should we no longer require the services for any reason, you will be advised as soon as possible and will be paid for the proportion of the services provided up to when you are so advised.

Entire agreement

23. This letter sets out the entire agreement between us, and supersedes all prior oral and written representations, understandings, arrangements or agreements.

Children's Act 2014

24. According to section 15 of the Children's Act 2014¹, children's services cover the following:
- services provided to one or more children
 - services to adults in respect of one or more children

NB At a future date, the scope of children's services can be expanded by regulations. Expansion may include services to adults which could significantly affect the well-being of children in that household.

Child Protection Policy

If you provide children's services as per section 15 of the Children's Act 2014 you will adopt a child protection policy as soon as practicable and review the policy within three years from the date of its adoption or most recent review. Thereafter, you will review the policy at least every three years. In accordance with the requirements set out in section 19(a) and (b) of the Children's Act 2014, your child protection policy must apply to the provision of children's services (as defined in section 15 of the Act), must be written and must contain provisions on the identification and reporting of child abuse and neglect in accordance with section 15 of the Oranga Tamariki Act 1989.

Worker Safety Checks

If you have workers that provide children's services the safety check requirements under the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015 will need to be complied with.²

¹ <http://www.legislation.govt.nz/act/public/2014/0040/latest/DLM5501618.html>

² <http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482241.html>

To formally record your agreement to the terms and conditions set out in this letter would you please sign and date both copies of this letter, initial all pages except this page, and return the Agreement to your Agreement Manager, Te Aka Whai Ora - Māori Health Authority. The letters will be countersigned and one returned to you for your records.

TE AKA WHAI ORA - MĀORI HEALTH AUTHORITYAuthorised Signatory: 


Name:Selah Hart.....

Position: DCE Public and Population Health.....

Date:02/06/2023.....

Hauora Māori Partner to sign and date

By signing below you acknowledge that you have read and understood the terms and conditions set out in this letter, and agree to be bound by them.

MANUREWA MARAE TRUST BOARD 2008 INCORPORATEDAuthorised Signatory: 

Name:Takutai Moana Natasha Kemp

Position:CEO.....

Date: ...02 June 2023

SERVICE SPECIFICATION

Māori Immunisation Programmes and Campaigns

This agreement is effective from 26 May 2023 – 30 September 2023 for the delivery of Māori Immunisation Programmes and Campaigns to increase the rate of Māori whānau immunisations for influenza, MMR, COVID-19, Pertussis and childhood immunisations.

The services must be delivered in conjunction with the Tier one and Tier two Public Health service specifications located on the National Services Framework Library.

The Tier 1 specification contains high level principles and context, such as our Treaty of Waitangi obligations. This specification is common to all public health contracts.

The Tier two specifications outline approaches that can be applied to many health issues and service areas as best practice and are based on functions. This approach references each activity to a core function. Core functions can be combined to produce the public health services needed to support an excellent health system.

These specifications can be found by following link below:

<https://www.tewhatuora.govt.nz/our-health-system/nationwide-service-framework-library/about-nationwide-service-specifications/public-health/>

INTRODUCTION

This service specification details the services Hauora Māori partners will deliver to increase the number of Māori whānau being immunized against all publicly available immunisations in Aotearoa. Services delivered with funding from this agreement include public health promotion on the benefits of immunisation, supporting whānau to access immunisation wherever possible and removing barriers/challenges to vaccination.

Immunisation can protect people against harmful infections, which can cause serious complications, including death. It is one of the most effective, and cost-effective medical interventions to prevent disease.

SERVICE COMPONENTS

Services delivered under this agreement include:

- Initiatives to increase MMR, Influenza, Pertussis and childhood immunisation rates (community events, activities, promotional campaigns)
- Communication initiatives to increase awareness
- Ongoing campaign implementation costs
- Initiatives that address barriers to immunisation in communities
- Proactive health promotion approach to Tamariki, rangatahi and their whānau
- Provision of mobile and outreach services to meet the outcomes if you are cold chain accredited and/or working in partnership with cold-chain accredited providers

Services delivered will:

- be easily accessible by being available to the priority group without the need for an appointment, being located within a reasonable distance from where members of the priority group reside, and be provided at times convenient to the priority groups (including out of usual work and school hours)

- be whānau-focused rather than focused exclusively on a child. All whānau members that reside within the household will be offered and encouraged to engage in immunisation services including MMR, Influenza, COVID-19 and previously missed childhood immunisations such as Chicken Pox, Pertussis etc.
- be accessible and innovative
- ensure best practice by utilising Health agreed immunisation standards
- provided free to whanau
- ensure that all front-line staff are appropriately trained
- collect data and report on activity as required

PRIORITY GROUPS

- Tamariki and rangatahi 15 -29 who have not had any or one MMR vaccine.
- Tamariki who have not yet received publicly funded and available childhood immunisations.
- Kōroua, kuia and whānau with underlying health conditions which make them a priority for immunisation.

KEY PERSONNEL

Staff employed to implement the service will be culturally and clinically competent (if required), having demonstrated competence in working with Pacific and Maori communities .

Key personnel are responsible for:

- producing the deliverables specified in this service specification
- co-ordinating activity and engagement required with other groups in community immunising and the Measles campaign
- identifying risks and developing mitigation strategies
- providing updates at key points in the project for stakeholder communication.

PERFORMANCE MEASURES

Positive outcomes sought	Action required	Performance measures
1. Whānau seek to access immunisations and understand the benefits of immunisation to the oranga of their whānau	<ul style="list-style-type: none"> • Implement strategies to engage with this population for immunisation • Campaigns, Activities and Health Promotion Events 	# of promotion activities/events delivered Approx # of whānau attending campaign events/activities
2. For services delivering immunisation directly	<ul style="list-style-type: none"> • Outreach events/activities held 	# of outreach activities/events held # of immunisations delivered by immunisation type and for demographic group <ul style="list-style-type: none"> - Tamariki - Rangatahi - Kōroua/kuia - Whānau with underlying health conditions

REPORTING

The Provider will provide two reports to Te Aka Whai Ora. Monthly reports will include status of milestones and deliverables, recently completed and upcoming activity, and any unmitigated risks or issues. The following criteria will be submitted by the appointed dates, as indicated below:

Report frequency	Reports	Reports due
Report 1	<ul style="list-style-type: none"> Qualitative report outlining success, challenges and activities delivered to date. Quantitative report: <ul style="list-style-type: none"> # of promotion activities/events delivered Approx # of whānau attending campaign events/activities <p>For those services delivering specific outreach immunisation activity:</p> <p># of outreach activities/events held</p> <p># of immunisations delivered by immunisation type and for demographic group (i.e ethnicity, age)</p> <ul style="list-style-type: none"> - Tamariki - Rangatahi - Kōroua/kuia <p>Whānau with underlying health conditions</p>	20 July 2023
Report 2	<ul style="list-style-type: none"> Qualitative report outlining success, challenges and activities delivered to date. Quantitative report: <ul style="list-style-type: none"> # of promotion activities/events delivered Approx # of whānau attending campaign events/activities <p>For those services delivering specific outreach immunisation activity:</p> <p># of outreach activities/events held</p> <p># of immunisations delivered by immunisation type and for demographic group (i.e ethnicity, age)</p> <ul style="list-style-type: none"> - Tamariki - Rangatahi - Kōroua/kuia <p>Whānau with underlying health conditions</p>	20 October 2023

SPECIFIC TERMS AND CONDITIONS

This Agreement will commence 26 May 2023 and will end on 30 September 2023.

The purchase units that apply to this service are:

PU Code	PU description
RMINT32	PH Preventive Interventions - Immunisation services

Agreement

between

Te Aka Whai Ora Māori Health Authority

PO Box 5013
Lambton Quay
Wellington 6140

Contact:

Jason Sayers

and

Te Pou Matakana Limited t/a Whānau Ora Commissioning Agency

NZBN: 9429041125687

Winter Preparedness

PO Box 20181
Henderson
Auckland

Contact:

John Tamihere

Proactively released

Agreement

Parties

Te Aka Whai Ora / Māori Health Authority (Te Aka Whai Ora/We/Our)

Te Pou Matakana Limited (trading as Whānau Ora Commissioning Agency), NZBN 9429041125687
(the Provider/ You/ Your)

Background


- A** Te Aka Whai Ora and the Provider (together, the Parties) are partnering to deliver an investment package to implement targeted support that will achieve improved health outcomes for whānau.
- B** The Provider acknowledges and agrees that the successful delivery of the Services under this Agreement will require it to demonstrate that:
- the results, outcomes and indicators which are specified in its Agreed Investment Plan (at Schedule 3) are being advanced and/or achieved; and
 - it has engaged Whānau Ora Partners and the programmes or initiatives to be commissioned in a manner which:
 - maintains or enhances trust and confidence in Te Aka Whai Ora's approach to commissioning;
 - supports the value and benefits of the devolved commissioning model provided for by this Agreement; and
 - appropriately reflects the level of public funding and the way in which that funding is made available to the Provider under this Agreement.
- C** The Parties acknowledge and agree that the successful delivery of the Services under this Agreement will require them to build and foster working relationships, communication, and contract management practices that are based on, and value, mutual respect and high trust, including so as to address any issues and concerns that might arise early and constructively, to ensure that process expectations are clear and aligned and to act and respond in ways that reflect a fair assessment of the importance or materiality of the matters requiring an action or a response.

Agreement

- D** Te Aka Whai Ora will make the payments to the Provider in accordance with the Details in Schedule 1, and the General Terms and Conditions in Schedule 2; and the Provider accepts the payments on those terms and conditions.

Signature

Signed for **Te Aka Whai Ora/Māori Health Authority** by:


Signature: 

Name: Tipa Mahuta

Title: Chairperson

Date: 29/11/2023

Signed for **Te Pou Matakana Limited** by:

Signature: 

Name: John Tamihare

Title: Chief Executive Officer

Date: 28/11/2023

SCHEDULE 1: DETAILS

1 INTRODUCTION

1.1 It is agreed that the following details apply to this Schedule.

Legal Entity Name	Te Pou Matakana Limited
NZBN	9429041125687
Contract Number	384656 / 00
Start Date	28 November 2023
End Date	30 June 2025

2. THE SERVICES

2.1 The Provider will commission funding to Whānau Ora partners to achieve priority health outcomes in one or more of the below areas, with a primary focus on improving immunisation rates for tamariki Māori:

(a) Immunisations

1. Improving whānau knowledge around the importance of vaccinations
2. Increasing whānau awareness of the immunisation schedule and eligibility
3. Reducing barriers to access and increasing the opportunity for whānau to get vaccinated.
4. Improving immunisation rates for Māori

(b) Health Screenings

1. Expanding and enhancing the promotion and delivery of health screening initiatives for Māori
2. Increasing whānau literacy around early detection and prevention of health conditions
3. Improving screening rates for Māori

(c) Diabetes and Cardiovascular Diseases (CVD)

1. Expanding and enhancing the delivery of health education and lifestyle coaching for whānau
2. Increasing access and engagement in diabetes and CVD checks
3. Improving diet and medication management for whānau
4. Improving self-management of long-term health conditions for Māori

(d) Winter Wellness (including pre and post winter)

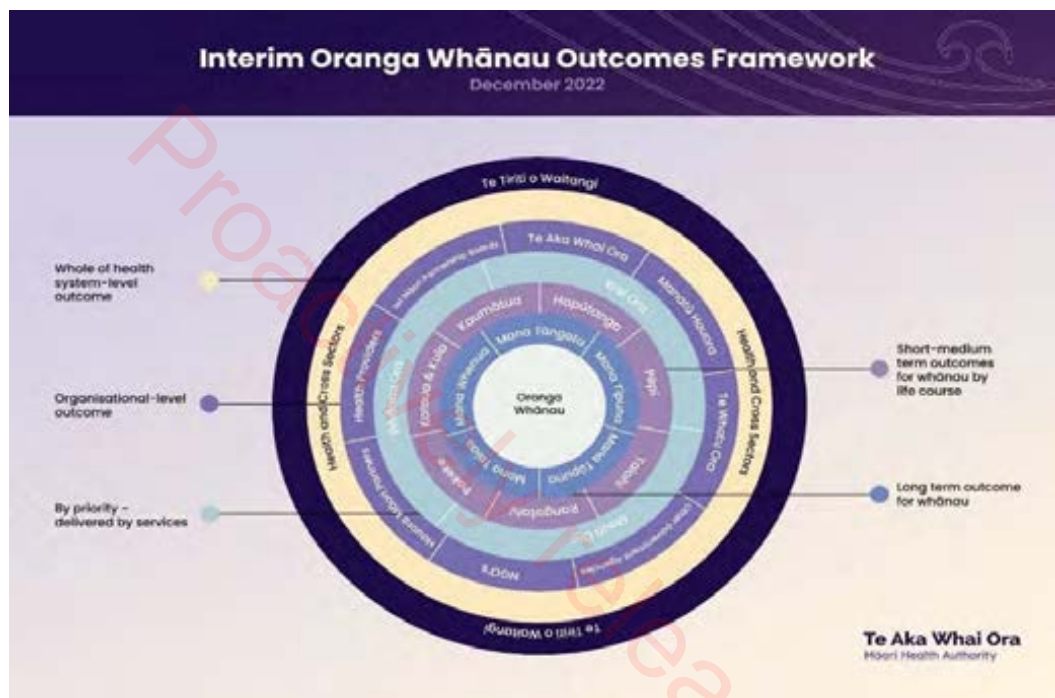
1. Improving whānau knowledge around the impact of colder months and winter-related health risks
2. (Growing the number of whānau health champions to promote healthy behaviours in the home and community.
3. Increasing access to essential resources, including hygiene/sanitation products, warm clothing, heating, and nutrition.
4. Improving winter wellness for Māori Services delivered under this agreement include:
 - i. Initiatives to increase MMR, Influenza, Pertussis and childhood immunisation rates (community events, activities, promotional campaigns)
 - ii. Communication initiatives to increase awareness
 - iii. Ongoing campaign implementation costs
 - iv. Initiatives that address barriers to immunisation in communities

- v. Proactive health promotion approach to Tamariki, rangatahi and their whānau
- vi. Provision of mobile and outreach services to meet the outcomes if you are cold chain accredited and/or working in partnership with cold-chain accredited providers

Te Aka Whai Ora Outcomes Framework

- 2.2 The Services provided must align to the Te Aka Whai Ora Outcomes Framework and support the achievement of:

- Mauri Ora
- Whānau Ora
- Wai Ora



Service Objectives

- 2.3 To raise vulnerable population immunisation rates with the purpose of supporting national immunisation targets of 90% by June 2024, and achieve herd immunity of 95% for immunisations in Aotearoa.
- 2.4 To raise awareness in vulnerable communities of the benefits of immunisation, with the aim of creating a systemic multi-generational commitment to immunisation within whānau.

Delivery of Services

- 2.5 Services delivered will:
- (a) be services provided in a range of settings, including but not limited to Hauora, marae, schools, kohanga reo, mobile clinics, private homes, and other agencies.
 - (b) be whānau-focused rather than focused exclusively on a child. All whānau members that reside within the household will be offered and encouraged to engage in immunisation services including MMR, Influenza, COVID-19 and previously missed childhood immunisation such as Chicken Pox, Pertussis etc.
 - (c) be accessible and innovative
 - (d) ensure best practice by utilising Health agreed immunisation standards
 - (e) provided free to whānau.

- (f) ensure that all front-line staff are appropriately trained.
 - (g) collect data and report on activity as required
- 2.5 The services must be delivered in conjunction with the Tier one and Tier two Public Health service specifications located on the National Services Framework Library.
- 2.6 The Tier 1 specification contains high level principles and context, such as our Treaty of Waitangi obligations. This specification is common to all public health contracts.
- 2.7 The Tier two specifications outline approaches that can be applied to many health issues and service areas as best practice and are based on functions. This approach references each activity to a core function. Core functions can be combined to produce the public health services needed to support an excellent health system.
- 2.8 These specifications can be found by following link below:

<https://www.tewhatauora.govt.nz/our-health-system/nationwide-service-framework-library/>

Priority groups

- 2.9 The target population is Māori and Pasifika Tamariki and Rangatahi as follows:
- (a) Tamariki and rangatahi 15 -29 who have not had any or one MMR vaccine.
 - (b) Kōroua, kuia and whānau with underlying health conditions which make them a priority for immunisation.
 - (c) Additional whānau members who require vaccination should be covered by opportunistic delivery through a lifespan approach.
 - (d) This service is intended to support the achievement of equitable coverage for Māori and Pasifika Rangatahi, Tamariki and whānau.
 - (e) Other priority populations are Māori and Pasifika pregnant women, and kuia and kaumātua over the age of 60.

3. AGREED INVESTMENT PLAN

- 3.1 The Parties must agree an Agreed Investment Plan by no later than 31 March 2024.
- 3.2 The Agreed Investment Plan is to set out how you will deliver the Services described in clause 2 of Schedule 1, Details.

4. PURCHASE UNITS WHICH APPLY TO THIS SCHEDULE

- 4.1 The purchase units set out in the below table apply to this Agreement.

PU Code	PU Description
RMINT32	PH Preventive Interventions – Immunisation Services

5. PAYMENT DETAILS

Invoicing and payment

- 5.1 We will pay you on the dates set out in the Payment Schedule below for the Services you have agreed to provide in each invoice period, up to the Maximum Amount specified in the Payment Schedule below, so long as we receive a valid GST tax invoice from you.
- 5.2 The invoice must meet all legal requirements and must contain the following information:

- Provider name (legal entity name)
- Provider number (legal entity number)
- Provider invoice number
- contract number
- purchase unit number or a description of the service being provided
- date the invoice is due to be paid/date payment expected
- dollar amount to be paid (in accordance with the Payment Schedule set out below)
- period in which the service will be provided
- volume, if applicable
- GST rate
- GST number

If we do not receive an invoice from you by the dates set out in the Payment Schedule below, then we will pay you within 20 days after we receive the invoice.

You may retain a maximum of 20% of each payment as a contribution to your Operating Costs.

5.3 Invoicing Address

Please send invoices to:

providerinvoices@health.govt.nz

or post to:

Te Whatu Ora - Health New Zealand
Provider Payments
Private Bag 1942
Dunedin 9054

6. PAYMENT SCHEDULE

- 6.1 As set out in the table below, Te Aka Whai Ora will make the first payment to the Provider of **9(2)(b)(ii)** within 5 working days of signing of this Agreement, for Services to be delivered in the period 29 November 2023 to 31 March 2023.
- 6.2 Te Aka Whai Ora will not make any further payments to Te Pou Matakana until the Parties have agreed the Agreed Investment Plan which will, once agreed form part of this Agreement (Schedule 3).

Payments will be made by us on these dates:	On invoices received by us on or before:	For Services to be delivered in the period	Maximum Amount (including a contribution to the Provider's Operating Costs) (excl GST)
Initial Payment			
Within 5 working days of signing this Agreement	Within 2 working days of signing this Agreement	29 November 2023 to 31 March 2024	9(2)(b)(ii)
Further payments, subject to the parties' agreement on the Investment Plan:			

30 March 2023	28 March 2023	1 April 2024 -30 June 2024	9(2)(b)(ii)
22 July 2024	30 June 2024	1 July 2024 – 31 December 2024	
20 December 2024	30 November 2024	1 January 2025 – 30 June 2025	
Total			

7. PERFORMANCE MEASURES

Positive outcomes sought	Action required	Performance measures
1. Whānau seek to access immunisation and understand the benefits of immunisation to the oranga of their whānau	<ul style="list-style-type: none"> Implement strategies to engage with this population for immunisation. Campaigns, Activities and Health Promotion Events 	# of whānau supported across all initiatives # of whānau achieving health outcomes geographical spread
2. For services delivering immunisation directly	<ul style="list-style-type: none"> Outreach events/activities held. Bolster workforce 	# of whānau supported with immunisation # of immunisation delivered by immunisation type and for demographic group <ul style="list-style-type: none"> Tamariki Rangatahi Kōroua/kuia Whānau with underlying health conditions

8. REPORTING

8.1 The Provider will provide four reporting cycles to Te Aka Whai Ora in addition to the following reporting requirements;

- (a) All immunisations to be recorded on the National Immunisation Register (NIR);
- (b) Quality immunisation data is kept and reconciles with NIR data.

8.2 Reports will include deliverables, recently completed and upcoming activity, and any unmitigated risks or issues. The following criteria will be submitted by the appointed dates, as indicated below:

Report frequency	Reports	Reports due
------------------	---------	-------------

Report 1	<ul style="list-style-type: none"> Qualitative report outlining success, challenges and activities delivered to date. 	January 2024 Report 1
Report 2	<ul style="list-style-type: none"> Quantitative report: 	June 2024 Report 2
Report 3	<ul style="list-style-type: none"> # of promotion activities/events delivered # of outreach activities/events held # of immunisation delivered by immunisation type and for demographic group (i.e., ethnicity, age) 	December 2024 Report 3
Final Report	<ul style="list-style-type: none"> - Tamariki - Rangatahi - Kōroua/kuia - Whānau with underlying health conditions - 	July 2025 Final

9. CHILDREN'S ACT 2014

9.1 According to section 15 of the Children's Act 2014¹, children's services cover the following:

- services provided to one or more children; and
- services to adults in respect of one or more children.

9.2 At a future date, the scope of children's services can be expanded by regulations. Expansion may include services to adults which could significantly affect the well-being of children in that household.

Child Protection Policy

9.3 You will ensure that any Whānau Ora Partners providing children's services as per section 15 of the Children's Act 2014 will adopt a child protection policy as soon as practicable and review the policy within three years from the date of its adoption or most recent review. Thereafter, the Whānau Ora Partner will review the policy at least every three years.

9.4 In accordance with the requirements set out in section 19(a) and (b) of the Children's Act 2014, the child protection policy must apply to the provision of children's services (as defined in section 15 of the Act), must be written and must contain provisions on the identification and reporting of child abuse and neglect in accordance with section 15 of the Oranga Tamariki Act 1989.

Worker Safety Checks

9.5 For all Whānau Ora Partner's kaimahi that provide children's services, the safety check requirements under the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015 will need to be complied with.²

10. GEOGRAPHICAL AREA

10.1 This contract is limited to the geographical area that the previous DHBs across the North Island represented under the New Zealand Public Health and Disability Act 2000.

¹ <http://www.legislation.govt.nz/act/public/2014/0040/latest/DLM5501618.html>

² <http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482241.html>

SCHEDULE 2: GENERAL TERMS AND CONDITIONS

1 MĀORI HEALTH

- 1.1 An overarching aim of the health and disability sector is the improvement of Māori health outcomes and the reduction of Māori health inequalities. You must comply with any:

- (a) Māori specific service requirements;
- (b) Māori specific quality requirements; and
- (c) Māori specific monitoring requirements

contained in the Details (Schedule 1) to this Agreement.

2 PARTNERSHIP PRINCIPLES

- 2.1 The following values will guide both of us in dealing with each other under this Agreement:

Integrity - we will act towards each other honestly and in good faith;

Open communication - we will listen, talk and engage with each other openly and promptly including clear and timely written communication;

Valuing People - we will work in a co-operative and constructive manner recognising each other's viewpoints and respecting each other's differences;

Accountability - we will each recognise the accountabilities that each of us have to our respective and mutual clients and stakeholders; and

Innovation – we will build on our successes and encourage new approaches and creative solutions to achieve positive outcomes for communities and consumers of health and disability services.

3 TERM

- 3.1 This Agreement will be from 28 November 2023 to 30 June 2025, unless extended by agreement or ended earlier by either of us on the terms of this Agreement.

4 PROVISION OF SERVICES

- 4.1 You must provide the Services to satisfy the performance measures set out in Schedule 1, Details; and conduct your practice or business in a prompt, efficient, professional and ethical manner and in accordance with:
- a. Our Objectives and all relevant standards published or approved by us including any relevant Provider Quality Specifications; and
 - b. all relevant Law.

5 REGULAR REPORTING BY THE PROVIDER

- 5.1 In providing the Services, you will provide Te Aka Whai Ora with reports that include the details specified in, and at the times and frequency set out in, Schedule 1 – Details.

6 PAYMENTS

- 6.1 Subject to clause 6.3, we will pay you for the Services at the times and in the amounts specified in the Payment Schedule set out in Schedule 1 – Details.
- 6.2 You may retain up to a maximum of 20% of each of the four payments recorded in the Payment Schedule as a contribution to your Operating Costs.
- 6.3 We may withhold any payment for Services while you are in breach of this Agreement.

7 OTHER ARRANGEMENTS

- 7.1 You must not enter into any other contract or arrangement, which might prejudice your ability to meet your obligations in this Agreement, but subject to this you may provide services to others.
- 7.2 Nothing in this Agreement gives you an exclusive right to provide the Services and we may source services equivalent to yours from other providers.

8 SUBCONTRACTING AND ASSIGNMENT

- 8.1 Te Aka Whai Ora supports you entering into subcontracting arrangements (which accord with the Agreed Investment Plan) with Whānau Ora Partners to successfully deliver the Services.
- 8.2 You will be responsible for all acts and omissions of your employees, agents and subcontractors even if they are done without your knowledge or approval.
- 8.3 We may transfer our rights under this Agreement by giving you notice of this.

9 INFORMATION AND INTELLECTUAL PROPERTY

- 9.1 The purpose of this clause 9 is to give us all the rights we need to use and own the results of the Services, without the need for further consent. In this clause:

Author's Rights: means those rights given to an author in Part IV of the Copyright Act 1994 (including rights to identification and restrictions on certain uses of the work);

Information: means any information or material owned by us; or that you obtain from us; or you otherwise acquire or produce directly in connection with the provision of the Services;

Intellectual Property Rights: means 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.

- 9.2 We acknowledge that the Intellectual Property Rights that you own prior to the date of this Agreement remain your property. You grant us a non-exclusive, transferable, irrevocable licence to use your Intellectual Property Rights but only to the extent that is necessary for us to use and own the results of the Services.
- 9.3 You acknowledge that the Intellectual Property Rights we own remain our property. We grant you a non-exclusive licence to use these Intellectual Property Rights, for the purpose of you performing your obligations under this Agreement.

9.4 You confirm that:

- a. the creation and use of the Information, the assignment and licence of any rights to us under this Agreement and your performance of the Services will not infringe the rights of any person; and
- b. you have, or will obtain, all necessary licences and consents required to perform the Services and your obligations under this Agreement (before you start to perform them), including the irrevocable waiver by all relevant persons of their Author's Rights in the Information in relation to its use by either of us.

9.5 In respect of any Health Education Resources and any other copyright works (as defined in the Copyright Act 1994) which you produce or arrange to be produced directly in connection with the Services, you assign to us all present and future copyright in those copyright works and irrevocably waive your Author's Rights in them.

9.6 If any claim is made against us that our use of the Information infringes the Intellectual Property Rights of anyone, you will, at your cost, provide us with all reasonable assistance to defend the claim.

9.7 When this Agreement ends (for whatever reason) you will assist us to transfer the Information within your possession or control to us in a manner that preserves the Information and its integrity. You must ensure that the Information transferred is of sufficient quality, clarity and completeness to enable us to understand it and use it for our purposes. If this Agreement is lawfully ended due to a breach by a party, then the party in breach will pay the costs of complying with this transfer clause otherwise these costs will be shared equally.

10 INFORMATION AND REPORTS

10.1 You must:

- a. keep secure accurate records of the performance by you and your employees, agents and advisers of this Agreement (Records) and make them available to us in accordance with our reasonable instructions;
- b. keep proper business records and promptly complete a balance sheet, statement of income and expenditure and cashflows in accordance with accepted accountancy principles at the end of each financial year; and
- c. report to us on the performance of this Agreement in accordance with our reasonable instructions and if requested by us send reports direct to any Minister of the Crown or any governmental body in the manner we specify.

11 AUDIT

11.1 You and your permitted sub-contractors must allow us and our authorised agents, where possible, access on 72 hours' notice to:

- a. your premises;
- b. all premises where the Records are kept; and
- c. staff, sub-contractors or other people used by you in providing the Services,

and allow us to interview any staff, subcontractors or other people used by you the purposes of carrying out an audit of your performance and compliance with this Agreement.

11.2 Our right to audit under this clause continues after this Agreement ends but only to the extent that it is relevant to the period during which this Agreement exists.

12 INSURANCE

- 12.1 You must effect and maintain such insurance that we reasonably require from time to time in relation to your performance of this Agreement.

13 INDEMNITY

- 13.1 You must indemnify us against all claims, damages, penalties, losses and costs (whether direct or indirect) which we incur as the result of your performance of the Services or your failure to comply with your obligations in this Agreement.

14 COMPLAINTS

- 14.1 You must comply with any applicable standards for the health sector relating to complaints and comply with the requirements of any Complaints Body. If there is no applicable standard, then you must implement a complaints procedure if specified in this Agreement.

15 NOTIFICATION OF PROBLEMS

- 15.1 You must advise us promptly in writing:
- a. of anything which may or is likely to materially reduce or affect your ability to provide the Services, including anything relating to any premises or equipment used by you or your key personnel;
 - b. if you materially fail to comply with any of your obligations in this Agreement;
 - c. of any serious complaints or disputes which directly or indirectly relate to the provision of the Services; and
 - d. of any issues concerning the Services that might have high media or public interest.
- 15.2 You must have in place realistic and reasonable risk management processes and contingency plans to enable you to continue to provide the Services on the occurrence of any of the matters in this clause 15, and must provide us with details of those plans if we request them.

16 PUBLIC STATEMENTS AND ADVERTISING

- 16.1 Neither of us may during or after this Agreement either directly or indirectly criticise the other publicly, without first fully discussing the matters of concern with the other in good faith and in a co-operative and constructive manner. Nothing in this clause prevents either of us from discussing any matters of concern with our respective staff, subcontractors, agents or advisers.
- 16.2 You must not use our name or logo without our prior written consent and then only in accordance with our instructions.

17 DISPUTE RESOLUTION

- 17.1 If either of us has any dispute with the other in connection with this Agreement, then:
- a. both of us will use our best endeavours to settle the dispute by Agreement between us and act in good faith and co-operate with each other to resolve the dispute;
 - b. if the dispute is not settled by Agreement between us within 30 days, then, unless both of us agree otherwise:

- i. full written particulars of the dispute must be promptly given to the other; and
 - ii. the matter will be referred to mediation in accordance with the Health Sector Mediation and Arbitration Rules 1993, a copy of which is available from us;
 - c. neither of us will initiate any litigation during the dispute resolution process outlined in paragraph b. above, unless proceedings are necessary for preserving the party's rights; and
 - d. both of us will continue to comply with all our obligations in this Agreement until the dispute is resolved, but payments may be withheld to the extent that they are disputed.
- 17.2 Clause 17.1 will not apply to any dispute:
- a. concerning any renegotiation of any part of this Agreement; or
 - b. directly or indirectly arising from any matter which has been referred to a Complaints Body unless the Complaints Body directs otherwise.

18 VARIATIONS TO THIS AGREEMENT

- 18.1 We may vary this Agreement by 30 days' written notice to you to comply with any requirement imposed on us by the Crown but otherwise this Agreement may only be varied by written agreement signed by both of us
- 18.2 Where possible we will give you at least 30 days' notice of any change to this Agreement required by the Crown and we will consult with you to reach Agreement on the changes. If we cannot both agree within 30 days, then either of us may cancel this Agreement by giving at least 30 days prior written notice.

19 OUR LIABILITY

- 19.1 While we are liable to pay you for the Services on the terms of this Agreement, we are not liable to you for any claims, damages, penalties, losses or any other costs you incur in performing the Services. 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 then 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.

20 ENDING THIS AGREEMENT

- 20.1 Without limiting any other rights we may have, we may end this Agreement immediately by written notice to you if:
- a. we have good reason to believe you are or will be unable to carry out all your material obligations under this Agreement. (Before ending this Agreement for this reason we must Consult with you and if we believe the health or safety of any person is at risk we may suspend your provision of the Services while we Consult with you);
 - b. you have failed to carry out any of your obligations in this Agreement and the failure is material and cannot be remedied;
 - c. you (or any one of you) are adjudged bankrupt;
 - d. you are a company and you are placed in receivership or liquidation;

- e. you have failed to carry out any of your obligations in this Agreement and the failure can be remedied by you but you fail to do so within 30 days of receiving written notice of the default from us.
- 20.2 If after 30 days from your receiving our notice referred to in clause 20.1e, the obligation still has not been met, we may by written notice, instead of ending this Agreement:
- a. at any time vary or withdraw from the coverage of this Agreement any of the Services in respect of which you have not met your obligation, either straight away or at any later date; and
 - b. cease payment for any of the Services from the date of their withdrawal.
- 20.3 You have the same rights and must follow the same procedures if we have not met a material obligation under this Agreement and as a consequence you wish to withdraw the relevant Service.

21 CONFIDENTIALITY

- 21.1 Except to the extent that this Agreement otherwise provides, or we are required to disclose information by law (including in response to a request under the Official Information Act 1982), neither of us may disclose to any other person any information provided to the other which we agree is confidential or which is either commercially sensitive or not intended for disclosure to third parties (Confidential Information), unless and until the Confidential Information becomes public knowledge but not because of a breach of any obligation of confidence.
- 12.2 When this Agreement ends you must return to us all of our Confidential Information in your possession or control.
- 12.3 Both of us acknowledge that this Agreement, but not any Confidential Information, may be published by us through any media including electronically via the Internet.

22 NO ACTION BY THIRD PARTIES

- 22.1 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.

23 WAIVER AND RIGHTS

- 23.1 Your Services must always be performed in the time frame specified in the Agreement. Any waiver by either of us of this requirement or of any other right or remedy we may have under this Agreement must be in writing and duly signed. Each waiver may only be relied on for the specific purpose for which it is given. A failure or delay by either one of us to exercise any right given to it under this Agreement does not mean that the right has been waived.
- 23.2 The exercise by us of any express right set out in this Agreement (Express Right) does not limit any other rights, powers or remedies available to us under this Agreement, at law or in equity, including any rights, powers or remedies which would be available to us if the Express Rights were not set out in this Agreement.

24 ENTIRE AGREEMENT

- 24.1 This Agreement sets out the entire Agreement and understanding between both of us and replaces all prior oral or written statements, representations and agreements or arrangements relating to its subject matter.

25 NOTICES

- 25.1 Any notice given pursuant to the Agreement must be in writing and may be served personally or sent by registered mail or by facsimile transmission. All notices must state the contract reference number given to this Agreement.
- 25.2 Notices given:
- a. personally are served upon delivery;
 - b. by post (other than airmail) are served three days after posting;
 - c. by airmail are served two days after posting; and
 - d. by facsimile are served upon receipt of the correct answer back or receipt code.
- 25.3 The address and facsimile number for each of us are as specified in this Agreement or as from time to time notified in writing to the other party.

26 RELATIONSHIP

- 26.1 Nothing in this Agreement should be interpreted as constituting either of us an agent, partner or employee of the other and neither we nor you may represent to anyone that:
- a. it is the other party or is an agent, partner, trustee, joint venture partner or employee of the other party; or
 - b. it has any power or authority to incur any obligation of any nature on behalf of the other party.

27 PARTIAL INVALIDITY

- 27.1 Each term of this Agreement is separately binding. If any provision in this Agreement is lawfully held to be illegal, unenforceable or invalid, this will not affect the remainder of this Agreement which will remain in force.

28 INTERPRETATION

- 28.1 In this Agreement:
- a. "we", "us" and "our" means Te Aka Whai Ora - Māori Health Authority, an independent statutory entity established under s17 of the Pae Ora (Healthy Futures) Act 2022, and includes its legal successors and its permitted consultants, subcontractors, agents, employees and assignees;
 - b. "you" and "your" means the Provider named in this Agreement including its permitted subcontractors, agents, employees and assignees;
 - c. "both of us", "each of us", "either of us" and "neither of us" refers to the parties;
 - d. terms given a defined meaning in this Agreement have that meaning where the context permits words referring to the singular include the plural and the reverse;
 - e. any reference to any of the parties includes that party's executors, administrators or permitted assigns, or if a company, its successors or permitted assigns or both;
 - f. everything expressed or implied in this Agreement which involves more than one person binds and benefits those people jointly and severally;
 - g. clause headings are for reference purposes only;
 - h. a reference to a statute includes:

- all regulations under that statute;
 - all amendments to that statute; and
 - any statute substituting for it which incorporates any of its provisions
- i. all periods of time or notice exclude the days on which they are given and include the days on which they expire; and
- j. all references to “including” are to be read as “including without limitation”.

29 DEFINITIONS

29.1 In this Agreement the following expressions have the stated meaning:

<u>Expression</u>	<u>Meaning</u>
Act	Pae Ora (Healthy Futures) Act 2022.
Agreement	This Agreement and each schedule to this Agreement.
Complaints Body	Any organisation appointed to deal with complaints relating to the Services: <ul style="list-style-type: none"> a. under this Agreement; b. by both of us by mutual agreement; c. by a Health Professional Authority; d. by Law; or e. by us as an advisory committee.
Consult	Each of us must: <ul style="list-style-type: none"> a. fully state our proposals and views to the other and carefully consider each response to them; b. act in good faith and not predetermine any matter; and c. give the other adequate opportunity to consult any other interested party. <p>The obligation of either of us to Consult will be discharged if the other refuses or fails to Consult.</p>
Health Education Resources	Leaflets, posters, stickers, cards, manuals, resource kits, training kits, videos or other similar material (but excluding newsletters) which are about promoting health for general distribution or for people in a specified group provided for under this agreement.
Health Professional Authority	Any authority or body that is empowered by any statute or the rules of any body or organisation, to exercise disciplinary powers in respect of any person who is involved in the supply of health and disability services.
Law	Includes: <ul style="list-style-type: none"> a. any legislation, decree, judgment, order or by-law; b. any rule, protocol, code of ethics, practice or conduct and other ethical or other standards, guidelines and requirements of any Health Professional Authority; c. any relevant standards of the New Zealand Standards Association; and

	d. any future law.
Maximum Amount	is the total amount Te Aka Whai Ora will pay to the Provider in each of the four invoiced period (being \$7,500,000 per invoiced period). The Maximum Amount includes payment for both the Services delivered by the Provider during the invoiced period and a contribution to the Provider's Operating Costs for the invoiced period (up to a maximum of 20% of the Maximum Amount).
Operating Costs	means the Provider's costs to provide back-office co-ordination, reporting, data analytics, and all financial administration support to its Whānau Ora Partners in the delivery of the Services.
Our Objectives	Include: <ol style="list-style-type: none"> the objectives specified in section 18 of the Act; and any objectives set for us in the key health documents specified in sections 34 – 53 of the Act any Crown objectives notified to us under the Act from time to time.
Services	The health services and/or disability services specified in Schedule 1: Details which the Provider will carry out in accordance with the Agreed Investment Plan.

Schedule 3: Agreed Investment Plan

[To be inserted once agreed between the Parties]

384656 WOCA Winter Preparedness Revised Contract and Service Specification

Final Audit Report

2023-11-28

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