

# Agreement

between

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



MANATŪ HAUORA

Private Bag 92522  
Wellesley Street  
Auckland 1141  
Ph: 09-580 9000

PO Box 1031  
Waikato Mail Centre  
Hamilton 3240  
Ph: 07-858 7000

PO Box 5013  
Lambton Quay  
Wellington 6140  
Ph: 04-496 2000

PO Box 3877  
Christchurch  
Ph: 03-974 2040

Private Bag 1942  
Dunedin 9058  
Ph: 03-474 8040

Contact:

9(2)(g)(ii)

and

## InsideOUT Koaro

### Rainbow Competency Training

607A Marine Drive  
Days Bay  
Lower Hutt  
Wellington 5013

Contact:

9(2)(g)(ii)

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## 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 51 of the Health and Disability Services Act 1993 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**

<b>Document</b>	<b>Commencement Date</b>
This document	1 June 2021

#### **A7 Part 2 – The General Terms**

<b>Document</b>	<b>Document Version No.</b>	<b>Commencement Date</b>	<b>End Date, if specified</b>
Conditions of Contract	1.0	1 June 2021	30 June 2025
Provider Quality Specifications	1.0	1 June 2021	30 June 2025
Standard Information Specifications	1.0	1 June 2021	30 June 2025
Provider Type Terms and Conditions	1.0	1 June 2021	30 June 2025

#### **A8 Part 3 - The Service Schedules**

<b>Service Schedule(s)</b>	<b>Reference/ Version No.</b>	<b>Commencement Date</b>	<b>End date</b>
HWMHA Mental Health and Addictions Workforce Development	1.0	1 June 2021	30 June 2025

**A9 Signatures**

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

For **HER MAJESTY THE QUEEN In Right Of  
Her Government In New Zealand** (acting by  
and through the Ministry of Health)

For **InsideOUT Koaro**:

9(2)(g)(ii)

(signature)

Na

Position: Manager Health Workforce Commissioning Po

Date: 15/06/2021

9(2)(g)(ii)

(signature)

Na

Date: 11/06/21

Released under the Official Information Act 1982

## 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 Services Standards 2008. 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 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 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 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 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 the Ministry of Health 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 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**

<b><u>Expression</u></b>	<b><u>Meaning</u></b>
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"> <li>a) quality,</li> <li>b) service delivery</li> <li>c) performance requirements,</li> <li>d) organisational quality standards,</li> <li>e) information standards and,</li> <li>f) organisational reporting requirements,</li> <li>g) compliance with any of your obligations</li> </ul> <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"> <li>a) under the Agreement; or</li> <li>b) by both of us by mutual agreement; or</li> <li>c) by a Health Professional Authority; or</li> <li>d) by law</li> </ul> <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"> <li>a) Each of us must fully state our proposals and views to the other and carefully consider each response to them.</li> <li>b) Each of us must act in good faith and not predetermine any matter.</li> <li>c) Each of us must give the other adequate opportunity to consult any other interested party.</li> </ul> <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"> <li>a) is in need of the Services; and</li> <li>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.</li> <li>c) The Ministry of Health will determine if any individual is an Eligible Person if there is any dispute.</li> </ul> <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	<p>Includes:</p> <ul style="list-style-type: none"> <li>a) Any legislation, decree, judgement, order or by law; and</li> <li>b) Any rule, protocol, code of ethics or practice or conduct and other ethical or other standards, guidelines and</li> <li>c) Requirements of any Health Professional Authority; and</li> <li>d) Any relevant standards of the New Zealand Standards Association; and</li> <li>e) Any future law.</li> </ul>
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.
Our Objectives	<p>Include:</p> <ul style="list-style-type: none"> <li>a) The objectives listed in Section 22 of the Act, and</li> <li>b) The objectives specified in our statement of intent (as defined in the Act).</li> <li>c) To meet the directions and requirements notified to us under the Act from time to time.</li> </ul>

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) Health and Disability Services Standards 2008
- b) Provider Quality Specifications (PQS)
- c) Service Specific Quality Specifications (SSQS)

#### **C3 Health and Disability Services Standards 2008**

C3.1 The Health and Disability Services Standards 2008 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 – 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 Health and Disability Services Standards 2008 (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

**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, Māori<sup>1</sup> 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;

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<sup>1</sup> 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.

- 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:

<b>Wairua</b>	Spirit or spirituality	A recognition that the Māori view of spirituality is inextricably related to the wellbeing of the Māori consumer
<b>Aroha</b>	Compassionate love	The unconditional acceptance which is the heart of care and support
<b>Turangawaewae</b>	A place to stand	The place the person calls home, where their origins are. Must be identified for all Māori consumers
<b>Whanaungatanga</b>	The extended family	Which takes responsibility for its members and must be informed of where its member is
<b>Tapu/Noa</b>	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
<b>Mana</b>	Authority, standing	Service must recognise the mana of Māori consumers
<b>Manaaki</b>	To care for and show respect to	Services show respect for Māori values; traditions and aspirations
<b>Kawa</b>	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 Performance Reporting Team (see below for details).

#### **D2 Reporting Requirement Timetable**

<b>Quarters for Reporting</b>	<b>Due Date</b>
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](mailto:performance_reporting@health.govt.nz)

Or post to:

The Performance Reporting Team  
Sector Operations  
Ministry of Health  
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.

<b>Legal Entity Name</b>	InsideOUT Koaro
<b>Legal Entity Number</b>	992523
<b>Contract Number</b>	368171 / 00
<b>Contract Commencement Date</b>	1 June 2021
<b>Contract End Date</b>	30 June 2025

#### 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)	Total Price	GST Rate (%)	Payment Type
HWMHA Access and Choice	9(2)(b)(ii)	15	CMS
<b>Total price for the Service Schedule</b>			

### 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:

[providerinvoices@health.govt.nz](mailto: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:	Amount (excl GST)
Within 20 days following receipt of Signed Agreement and Invoice	01 June 2021	June 2021	9(2)(b)(ii)
30 June 2021	31 May 2021	July 2021 to December 2021	
31 January 2022	11 January 2022	January 2022 to June 2022	
1 August 2022	10 July 2022	July 2022 to December 2022	
30 January 2023	10 January 2023	January 2023 to June 2023	
31 July 2023	11 July 2023	July 2023 to December 2023	
30 January 2024	10 January 2024	January 2024 to June 2024	
30 July 2024	10 July 2024	July 2024 to December 2024	
30 January 2025	10 January 2025	January 2025 to June 2025	
<b>Total</b>			

**E8 Children's Act 2014**

According to section 15 of the Children's Act 2014<sup>2</sup>, 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.<sup>3</sup>

---

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

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

## F: SERVICE SPECIFICATION

### RAINBOW COMPETENCY TRAINING

**Provider:** InsideOUT Kōaro

**Service:** Rainbow Competency Training

#### BACKGROUND

The New Zealand Government is committed to improving mental health and addiction outcomes for Rainbow communities.

Evidence shows that Rainbow communities are often reluctant to engage with health care providers due to a lack of confidence in the ability of services to respond to their needs. He Ara Oranga: Report of The Government Inquiry into Mental Health and Addiction (November 2018) found that “Rainbow young people and other marginalised groups report not feeling safe accessing mainstream services and experience harm from discrimination.”

The Out Loud Aotearoa report (August 2018) identified that Rainbow communities frequently have poor experiences using mainstream health services due to a lack of core education and support for health professionals on topics related to diverse sexualities, gender identities and sex characteristics. Addressing these barriers to health care requires both supporting the Rainbow responsiveness of mainstream health services, as well as providing more options for people to access providers specialising in Rainbow health and wellbeing.

As part of these Rainbow mental wellbeing initiatives, the Ministry of Health (Ministry), has allocated 9(2)(b)(ii) of funding, over four years, to support the mental health and addiction workforce to be responsive to the needs of Rainbow communities.

A skilled and competent workforce equipped to support diverse communities is critical for a safe and inclusive mental health and addiction services. The Ministry sought a credible provider who has the capability, experience and infrastructure to develop and deliver Rainbow competency training for the New Zealand mental health and addiction workforce.

Key requirements of the services will focus on:

- delivering Rainbow competency training to the mental health and addiction workforce - prioritising the primary mental health and addiction workforce.
- contributing towards desired outcomes for the capability of the mental health and addiction workforce and meeting training targets.
- agreeing an annual delivery plan with the Ministry.

#### Request for Proposal Process

The Ministry released a Request for Proposal (RFP) process which invited suitably qualified respondents to submit a proposal for Rainbow competency training for the mental health and addiction workforce.

InsideOUT Kōaro (also referred to as “Provider”) was successful in their proposal to implement their Rainbow Competency Training (“Service”)



## SERVICE DESCRIPTION

### 1 Introduction

InsideOUT Kōaro's Rainbow Competency Training service will offer the option of two versions (Short: 2-hour and Long: 5-hour duration) of primarily face-to-face workforce development training (workshops and seminars), with the option for online delivery, as well as post-training follow-up.

The content covered in these training services for the primary mental health and addiction work force will range from foundational information regarding sex, gender and sexuality diversity and key concepts such as gender affirming healthcare and pronouns.

There will also be interactive, practical components that enable attendees to engage in reflective practice and consider how they may incorporate this learning into how they approach their roles, back in the workplace.

### 2 Term

- 2.1 The term for this Agreement is from the date this Agreement is signed to 30 June 2025. Services will commence from 1 July 2021.

### 3 Service Overview

#### 3.1 Overview

Rainbow Competency Training will offer two versions (Short: 2-hour seminar style and Long: 5-hour workforce style) of primarily face-to-face workforce development training (workshops and seminars), with the option for online delivery, with the option of Rainbow competency e-modules.

One-hour follow up support will also be offered to all organisations whose staff attend the training.

#### 3.2 Rainbow Competency Training - 2-hour seminar

This short (2-hour) course will cover the following:

- relevant statistics and research on Rainbow and Takatāpui people's experiences with mental health challenges and addiction, as well as more general experiences with Aotearoa's healthcare system;
- introduction to understanding sexuality, sex and gender diversity including key concepts such as terminology, pronoun use and the transition processes;
- top tips for mental health and addictions staff on including and supporting Rainbow service users;
- interactive question and answer component - answering key questions of the audience and providing information about further resources and sources of both local and national Rainbow support services.

#### Delivery method (2-hour seminar)

Delivered primarily in face-to-face seminar-style, this shorter format of the training will have interactive components such as:

- terminology matching exercises in smaller groups that facilitate discussion and allow the facilitators time and opportunity to have one-on-one conversation with attendees to ensure understanding; and
- pair-based activity that allows attendees to practice using different pronouns. Group reflection on the activity follows.

This seminar could also be delivered online via webinar.

## Group-size

Due to the seminar-style, this version can be delivered to most group sizes. To maximise the value of this version, the Provider will send out pre-course reading and/or viewing material. Respondents will also have the opportunity to submit questions prior to the session, for answering during the two-hour session.

### 3.3 Rainbow Competency Training - 5-hour interactive workshop

This longer (5-hour) interactive workforce workshop will cover the following:

- the fundamentals of sex, sexuality and gender identity, including relevant terminology and research;
- introduction to understanding sexuality, sex and gender diversity including key concepts such as terminology, pronoun use, transition processes;
- exploration of how homophobia, biphobia, transphobia and other discrimination (eg. racism, ableism) affects Rainbow people and the importance of an actively inclusive mental health or addictions service;
- development, with the workshop cohort, of practical ways both individual professional practice and services can become as inclusive and safe as possible for people of all sexualities, sexes and genders;
- relevant statistics and research on Rainbow people's experiences with mental health challenges and addiction, as well as more general experiences with Aotearoa's healthcare system;
- understanding of how different kinds of discrimination, microaggressions and minority stress impact Rainbow and Takatāpui people;
- top tips for mental health professionals on including and supporting Rainbow and Takatāpui people;
- scenario based activities - tailored to the organisation and participants to help guide learning around practical implementation of Rainbow inclusion in the clinical context; and
- interactive question and answer component - answering key questions of the audience and providing information about further resources and sources of both local and national Rainbow support services.

#### Delivery method (5-hour interactive workshop)

Delivered primarily in face-to-face workshop-style, this longer format of the training will have interactive components such as:

- terminology matching exercises in smaller groups that facilitate discussion and allow the facilitators time and opportunity to have one-on-one conversation with attendees to ensure understanding;
- pair-based activity that allows attendees to practice using different pronouns. Group reflection on the activity follows;
- facilitated activity that allows people to acquaint themselves with different forms of discrimination, how they intersect and how they affect the hauora of Rainbow and Takatāpui communities;
- small-group scenario work - attendees will break into small groups, discuss each scenario and then come back as a whole group to have a facilitated discussion that reinforces key learnings, encourages reflective practice and helps to establish consistent staff processes around Rainbow inclusivity; and
- video resources – which can be used by participants prior to the training sessions, or afterwards as a reference. During the training session, videos (if used) will be tailored to the sessions, depending on which identities or experiences the attendees identify as requiring further clarity.

This workshop could also be delivered online via webinar.

## Group-size

Due to the more interactive nature of this longer workshop, the number of attendees will be limited to no more than 25 attendees. This version provides opportunities for more one-on-one and more collaborative in-depth learning. There will be two trainers at each session.

### 3.4 Post workshop/seminar follow-up

One hour of follow up support will be offered/provided to all organisations these workshops and seminars are delivered to. This will be at an agreed time period post-training, with additional support available outside of this contract if the organisation wanted.

This would support the training outcomes to be embedded further within organisations by providing some accountability and a support person to help with any follow up questions, look over policies or processes and provide specific advice to the organisation regarding their goals following the training. For example, this could involve a variety of things such as providing advice on intake forms or bathroom facilities, providing additional resources, answering questions that come up after the training.

### 3.5 Resources

The 5-hour training sessions will be delivered by two facilitators. The shorter (2 hour) training sessions will be typically be delivered by two facilitators, wherever possible.

A key resource, alongside each workshop/seminar will be the booklet - '*Supporting Aotearoa's Rainbow People: A guide for mental health professionals*' together with a series of video resources that will be incorporated into the training.

### 3.6 Key objectives

**Key learning outcomes** for participants of this training include:

Participants of the shorter (2 hour) training will:

- have a greater understanding of terminology commonly used in Aotearoa to describe sex, gender and sexuality, as well as the different cultural contexts that these terms may be situated in;
- be able to identify key structural and sociocultural factors that have contributed to poorer mental health and general inequitable health outcomes for Aotearoa's Rainbow and Takatāpui communities;
- be aware of ways in which their professional practice and service can be more safe, inclusive and equitable for Rainbow and Takatāpui service users; and
- have their key questions answered and know where to go to seek further resources and support, including any local Rainbow support services they can refer clients to.

Participants of the 5-hour workshop, in addition to the above learning outcomes, will also:

- be able to identify key protective factors and sources of resilience for Rainbow and Takatāpui communities that can help to improve their wellbeing;
- have a sound understanding of key aspects of gender-affirming healthcare and its connection to the mental health and wellbeing of trans, non-binary and gender diverse communities in Aotearoa;
- understand how different forms of discrimination can intersect with one another to intensify mental health and addiction challenges for Rainbow and takatāpui communities, and how to apply an intersectional approach when supporting these communities; and
- be able to apply the key concepts covered in the training to relevant scenarios based on real experiences of Rainbow mental health service users.

### 3.7 Annual training delivery plan

The provider will develop and submit an annual training delivery plan (Annual Plan) to the Ministry each year for discussion, revision and approval. In 2021/22 the Annual Plan will start from August 2021 and will focus firstly on services in Wellington and then Auckland; other aspects of the Annual Plan will be agreed with the Ministry.

### 3.8 Promotion of the Service

The Service will be promoted and publicised through channels that are most likely to be seen by mental health and addiction providers and workforces, who are the target of this workforce development. This will include promotion across relevant health sector networks, online-channels and other publications.

The Ministry will assist the Provider to promote this training including facilitating necessary introductions to key organisations that we want training undertaken, and through promoting the training via existing Ministry communication channels.

### 3.9 Volumes – training hours

The expected number of delivered training hours as a result of the Ministry's funding:

	Minimum training hours* delivered by the Service per annum
Year 1 (2021/22)	450
Year 2 (2022/23)	450
Year 3 (2023/24)	450
Year 4 (2024/25)	450

*Definition of 'Training hours' – 'training hours' is the total of the number of courses delivered multiplied by the duration of the respective course types. For example, 10 x long courses (@5 hours) and 5 x short courses (@2 hours) would add up to a total of 60 training hours (50 total hours of long courses + 10 total hours of short courses).*

### 3.10 Co-ordination with other workforce programmes

The Provider will work with the Ministry and providers of other workforce development programmes to ensure the training is delivered in a cohesive way and as part of the Ministry's overall workforce development programme for the mental health and addictions workforce.

### Critical service factors

The critical service factors are:

Key Supporting Activity	Critical Success Factors
Annual training planning – agree plan	An annual training delivery plan is compiled and presented for Ministry sign-off prior to the start of each training year (each year will start in July).
Effective application of learning outcomes back in the workplace	Key learning outcomes are achieved - contribute to improved mental wellbeing outcomes for Rainbow communities through safe, inclusive and supportive mental health and addiction services that are responsive to the needs of Rainbow communities.
Participant feedback	Feedback from participants is captured and analysed and the findings used to inform course development and improvement activities.
Stakeholder engagement	Proactive marketing of the training drives demand and the agreed level of training activity (courses booked and volumes of training hours).

## 4 Reporting

The provider will report the following requirements:

Reporting Requirement	Reporting Description	Reporting Frequency
<b>Outputs – training delivery (once delivery is operational) against the agree training plan</b>	<ul style="list-style-type: none"> <li>Number of 2-hour courses delivered by location</li> <li>Number of individual attendees at the 2-hour programme by provider and service type (NGO/DHB/PHO/Other, Adult/Youth/Older Adult/Kaupapa Māori/Pacific/Specialist/Primary level)</li> <li>Number of 5-hour courses delivered by location</li> <li>Number of individual attendees at the 5- hour programme by provider and service type (NGO/DHB/PHO/Other, Adult/Youth/Older Adult/Kaupapa Māori/Pacific/Specialist/Primary level)</li> <li>Total hours of course delivery</li> <li>Number of courses booked, for future delivery</li> </ul>	Quarterly
<b>Outcomes</b>	<ul style="list-style-type: none"> <li>Summary of analysis of feedback from participants and improvements being made to training based on participant feedback.</li> </ul>	Quarterly
<b>Narrative</b>  <b>Report high level-Narrative</b>	<ul style="list-style-type: none"> <li>Implementation activities during service establishment phase</li> <li>Overview of promotional activities</li> <li>Engagement with sector and/or MH&amp;A services and providers (for promotion and booking of courses)</li> <li>Any issues</li> </ul>	Quarterly

### 4.1 Reporting timeframes

The Provider will report to the Ministry as per the reporting frequency outlined in the Table above. Performance monitoring reports will be sent to the Contract Manager and copied to [MHAContracts@health.govt.nz](mailto:MHAContracts@health.govt.nz).

### 4.2 Additional Reporting

From time to time the Ministry may request ad-hoc information. The Provider agrees to provide this in a timely manner.

## 5 Payments

### 5.1 Contribution towards implementation costs

The Ministry will make a one-off contribution towards implementation costs. This one-off contribution towards implementation costs is for recruitment, promotion, training, consultation with workforce centres and other mental health and addictions workforce competency training providers. It also covers other requirements deemed necessary.

### 5.2 Fixed fees for training

The fixed-fee for this service is 9(2)(b)(ii) (plus GST if applicable) per year, for up to four years. A total of up to 9(2)(b)(ii). This fixed-fee is 'fully inclusive', including overheads and travel costs. The 9(2)(b)(ii) per annum is based on a minimum of 450 hours of training delivered per year.

Fees will be paid in-advance and in two six-monthly instalments per year.

Payment is dependent on delivery of the services set out in Section 3, and in accordance with the reporting requirements set out in Section 5.

### 5.3 Payments schedule

The funding will be paid in instalments. First payment (implementation) will be on signing of this Agreement.

Service training period	Service Description	Invoice Due Date	Total Price (\$ exc. GST)
Implementation	One-off implementation funding	On signing	9(2)(b)(ii)
July 2021 to December 2021	Training delivery	30 June 2021	
January 2022 to June 2022	Training delivery	30 January 2022	
July 2022 to December 2022	Training delivery	30 July 2022	
January 2023 to June 2023	Training delivery	30 January 2023	
July 2023 to December 2023	Training delivery	30 July 2023	
January 2024 to June 2024	Training delivery	30 January 2024	
July 2024 to December 2024	Training delivery	30 July 2024	
January 2025 to June 2025	Training delivery	30 January 2025	
<b>Total</b>			

### 5.4 Repayment of unspent funds

Payment is dependent on delivery of the services, including receipt of satisfactory performance and financial reporting.

Where funding has not been utilised at the end of a financial year, due to lower than expected training delivery (substantially low training hours delivered against the 450 hours contracted per year), the Provider will agree a reinvestment plan with the Ministry to reinvest any operating surplus. If a reinvestment plan is not agreed by the Ministry, the Provider will repay the operating surplus to the Ministry of Health. For the purposes of this clause, 'operating surplus' means an agreed prorated amount based on the hours delivered below the agreed annual target of training hours.

## 6 Sub-contracting

There is no sub-contracting anticipated under this contract. InsideOUT Kōaro will seek the Ministry's express permission to sub-contract any services.

## 7 Intellectual Property

Any new intellectual property (IP) developed for the Service by you will vest with you. However, you and the Ministry will each be free to develop or use any techniques, ideas, concepts or know-how that has more general application.

Released under the Official Information Act 1982



## Variation to Agreement

between

# Te Whatu Ora Health New Zealand

Private Bag 92522  
Wellesley Street  
Auckland 1141

PO Box 1031  
Waikato Mail Centre  
Hamilton 3240

PO Box 5013  
Lambton Quay  
Wellington 6140

PO Box 3877  
Christchurch 8140

Private Bag 1942  
Dunedin 9058

Contact:

Sue Dashfield

and

## InsideOUT Koaro

### Rainbow Competency Training

607A Marine Drive  
Lower Hutt  
Wellington

Contact:

9(2)(g)(ii)

Released under the Official Information Act 1982

## CONTENTS OF THIS AGREEMENT

<b>A:</b>	<b>SUMMARY</b>	<b>2</b>
<b>B:</b>	<b>PROVIDER SPECIFIC TERMS AND CONDITIONS</b>	<b>3</b>

# A: SUMMARY

## A1 Definitions

- a. "we", "us", "our" means Te Whatu Ora - Health New Zealand
- b. "you", "your" means InsideOUT Koaro
- 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 1 June 2021 and ended on 30 June 2025 and was numbered (992523 / 368171/00).

## A3 Variation

This is the 01 variation to the Agreement and changes the Agreement price. This variation to the Agreement begins on 01 July 2022 and ends on 30 June 2025.

## 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

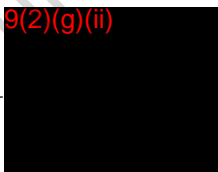
The remaining terms and conditions of the Agreement are confirmed in all respects except for the variations as set out in this document.

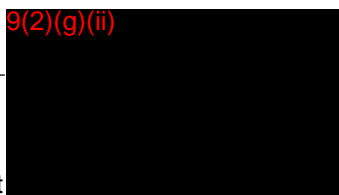
## A6 Signatures

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

For **Te Whatu Ora - Health New Zealand:**

For **InsideOUT Koaro:**

9(2)(g)(ii)  
 (signature)  
Name .....  
Position ..Manager, Primary and Community Wellbeing...  
Date ..22 September 2022.....

9(2)(g)(ii)  
 (signature)  
Name .....  
Position .....  
Date ..13/09/22.....

## B: PROVIDER SPECIFIC TERMS AND CONDITIONS

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

<b>Legal Entity Name</b>	InsideOUT Koaro
<b>Legal Entity Number</b>	992523
<b>Contract Number</b>	368171 / 01
<b>Variation Commencement Date</b>	01 July 2022
<b>Variation End Date</b>	30 June 2025

**B2 Details of all purchase units which apply to this Variation**

Purchase Unit (PU ID)	Total Price excl. GST	GST Rate (%)	Payment Type
HWMHA Mental Health and Addictions Workforce Development - Access and Choice	9(2)(b)(ii)	15	CMS
<b>Total price for the Service Schedule</b>			

**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](mailto: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:	Amount (excl GST)
1 August 2022	10 July 2022	July 2022 to December 2022	9(2)(b)(ii)
30 January 2023	10 January 2023	January 2023 to June 2023	
31 July 2023	11 July 2023	July 2023 to December 2023	
30 January 2024	10 January 2024	January 2024 to June 2024	
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30 January 2025	10 January 2025	January 2025 to June 2025	
<b>Total</b>			

#### B7 Children's Act 2014

According to section 15 of the Children's Act 2014<sup>1</sup>, 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.<sup>2</sup>

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

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

## Variation to Agreement

between

**Te Whatu Ora**  
Health New Zealand

PO Box 793  
Wellington 6140

Contact:

9(2)(g)(ii)

and

**InsideOUT Koaro**

**Rainbow Competency Training**

607A Marine Drive  
Lower Hutt  
Wellington

Contact:

9(2)(g)(ii)

Released under the Official Information Act 1982

## CONTENTS OF THIS AGREEMENT

<b>A:</b>	<b>SUMMARY</b>	<b>2</b>
<b>B:</b>	<b>PROVIDER SPECIFIC TERMS AND CONDITIONS</b>	<b>3</b>

## A: SUMMARY

### A1 Definitions

- a. "we", "us", "our" means Te Whatu Ora - Health New Zealand
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This is the 02 variation to the Agreement and changes the Agreement price. This variation to the Agreement begins on 01 July 2023 and ends on 30 June 2025.

### 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:**



..... (signature)

Name Sue Dashfield.....

Position Programme Director.....

Date 29 August 2023.....

For **InsideOUT Koaro:**

9(2)(g)(ii)

..... (signature)

Na .....  
.....

Pos .....  
.....

Date 29/08/23.....



## B: PROVIDER SPECIFIC TERMS AND CONDITIONS

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

<b>Legal Entity Name</b>	InsideOUT Koaro
<b>Legal Entity Number</b>	992523
<b>Contract Number</b>	368171 / 02
<b>Variation Commencement Date</b>	01 July 2023
<b>Variation End Date</b>	30 June 2025

**B2 Details of all purchase units which apply to this Variation**

Purchase Unit (PU ID)	Total Price excl. GST	GST Rate (%)	Payment Type
HWMHA Mental Health and Addictions Workforce Development	9(2)(b)(ii)	15	CMS
<b>Total price for the Service Schedule</b>			

**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](mailto: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:	Amount (excl GST)
31 July 2023	30 June 2023	1 July 2023 to 31 December 2023	9(2)(b)(ii)
30 January 2024	31 December 2023	1 January 2024 to 30 June 2024	
30 July 2024	30 June 2024	1 July 2024 to 31 December 2024	
30 January 2025	31 December 2024	1 January 2025 to 30 June 2025	
<b>Total</b>			

#### B7 Variation

This Variation applies a 5.00 percent per annum cost pressures uplift from 1 July 2023 to the end of the term of this Agreement. The uplift has been applied to the per annum contract value.

This Variation applies the uplift funding increase only and does not amend any service delivery components specified in the base Agreement and/or its Variation/s. The uplift is being applied to address cost pressures within your service and is separate to any other pay disparity process which is underway.

The payment table in this Variation reflects the additional funding for the cost pressures uplift only. Providers will submit an invoice in conjunction with the base Agreement and/or its Variation/s. This includes combining payments across the base Agreement and/or its Variation/s and submitting one invoice for each service period / invoicing period.

As signalled in the May 2023 letter from the National Director, Commissioning, there is a “strong expectation that your organisation will pass on as much of the funding uplift to your frontline and administrative workforce as possible and that throughout 2023/24 and beyond, you will work with us to align your efforts to support the priorities that will emerge from the localities place-based planning approach currently being rolled out across the motu. As the roll out progresses, we will work with you to make sure you are able to contribute to locality provider networks as they emerge”.

#### B8 Children’s Act 2014

According to section 15 of the Children’s Act 2014<sup>1</sup>, children’s services cover the following:

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

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

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.<sup>2</sup>

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