

**Agreement
between**

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



MANATŪ HAUORA

650 Great South Road
Private Bag 92-522
Auckland
Ph: 09-580 9000
Fax: 09-580 9001

354 Victoria Street
PO Box 1031
Hamilton
Ph: 07-858 7000
Fax: 07-858 7001

No 1 The Terrace
PO Box 5013
Wellington
Ph: 04-495 4400
Fax: 04-495 4401

250 Oxford Terrace
PO Box 3877
Christchurch
Ph: 03-372 1000
Fax: 03-372 1015

229 Moray Place
PO Box 5849
Dunedin
Ph: 03-474 8040
Fax: 03-474 8582

Contact:

«CONTRACTDEPUTY_NAME»

and

«PROVIDER_NAME»

«CONTRACT_DESCRIPTION»

«PROVIDER_ADDRESS»
«PROVIDER_ADDRESS2»
«PROVIDER_CITY»
Ph: «PROVIDER_PHONE»
Fax: «PROVIDER_FAX»

Contact:

«PRVDRCONTACT_NAME»

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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, will be deemed to continue until the latest end date of a Service Schedule in Part 3 which commences at the time the Agreement is signed.

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.

Part 1 – The Head Agreement

Document	Commencement Date
This document	«CONTRACT_STARTDATE»

Part 2 – The General Terms

Document	Document Version No.	Commencement Date	End Date, if specified
Conditions of Contract	1.0	«CONTRACT_STARTDATE»	«CONTRACT_ENDDATE»
Provider Quality Specifications	1.0	«CONTRACT_STARTDATE»	«CONTRACT_ENDDATE»
Standard Information Specifications	1.0	«CONTRACT_STARTDATE»	«CONTRACT_ENDDATE»
Provider Type Terms and Conditions	1.0	«CONTRACT_STARTDATE»	«CONTRACT_ENDDATE»

Part 3 - The Service Schedules

Service Schedule(s)	Reference/Version No.	Commencement Date	End date
	1.0	«CONTRACT_STARTDATE»	«CONTRACT_ENDDATE»
	1.0	«CONTRACT_STARTDATE»	«CONTRACT_ENDDATE»
	1.0	«CONTRACT_STARTDATE»	«CONTRACT_ENDDATE»

A6 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 «PROVIDER_NAME» as a person with the authority of «PROVIDER_NAME» to enter obligations on its behalf:

(signature)

(signature)

Name:

Name:

Position:

Position:

Date:

Date:

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PART 2: GENERAL TERMS

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

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B: STANDARD CONDITIONS OF CONTRACT

INTRODUCTION

B1 Standard Conditions

- B1.1 Any Service Schedule you enter into with us will be deemed to include the following Standard Conditions.
- B1.2 If however any other terms in the Service Schedule 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

- B2.1 An overarching aim of the health and disability sector is the improvement of Māori health outcomes and the reduction of Māori health inequalities. You must comply with any:
- (a) Māori specific service requirements;
 - (b) Māori specific quality requirements; and
 - (c) Māori specific monitoring requirements

contained in 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:
- a) Integrity – we will act towards each other honestly and in good faith.
 - b) Good communication – we will listen, talk and engage with each other openly and promptly including clear and timely written communication.
 - c) Enablement – we will seek to enable each other to meet our respective objectives and commitments to achieve positive outcomes for communities and consumers of health and disability services.
 - d) Trust and co-operation – we will work in a co-operative and constructive manner recognising each other's viewpoints and respecting each other's differences.
 - e) Accountability – we will each recognise the accountabilities that each of us have to our respective and mutual clients and stakeholders.

- f) Innovation – we will encourage new approaches and creative solutions to achieve positive outcomes for communities and consumers of health and disability services.
- g) Quality improvement – we will work co-operatively with each other to achieve quality health and disability services with positive outcomes for consumers.

B4 Reserved

SERVICE PROVISION

B5 Provision of Services

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

B6 Payments

- B6.1
- a) We will pay you in accordance with the terms of the Agreement.
 - b) We will pay you default interest on any payments due to you under the Agreement and in arrears for more than 14 days.
 - c) You must first have given us an invoice completed in the format required and we must have received it 14 working days before it is due.
 - d) "Default interest" means interest at the base rate of our bankers calculated from the due date for payment to the date of actual payment, plus the rate of 2 per cent per annum.
 - e) This clause does not apply to payments we may withhold under clause B6.2.
- B6.2 Where you have failed to comply with this agreement, we may withhold payments 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.

B12 Health Education Resources

B12.1 We have a responsibility to ensure that new Health Education Resources are technically accurate, have been developed in an appropriate way, and support Government policy.

B12.2 Accordingly if you produce Health Education Resources under this Agreement, you must follow the procedure set out in the Ministry's National Guidelines for Health Education Resource Development in New Zealand. The procedure includes a requirement to send a pre-production copy of the resource to the Ministry for

approval. We undertake to provide you with our comments within ten working days following receipt of the pre-production copy. The procedure does not apply to technical advice to professionals, newsletters or policy documents.

B13 Information And Intellectual Property

- B13.1 The purpose of this clause B13 is to give us the rights we need to use and own the results of the Services, without the need for further consent. In this clause:
- Author's Rights: means those rights given to an author in Part IV of the Copyright Act 1994 (including rights to identification and restrictions on certain uses of the work);
 - Information: means any information or material owned by us; or that you obtain from us; or you otherwise acquire or produce directly in connection with the provision of the Services;
 - Intellectual Property Rights: means copyrights, design rights, patents, trade or service marks (whether or not registered and including applications for registration) and all rights or forms of protection of a similar nature.
- B13.2 We acknowledge that the Intellectual Property Rights that you own prior to the date of this agreement remain your property. You grant us a non-exclusive, transferable, irrevocable licence to use your Intellectual Property Rights but only to the extent that is necessary for us to use and own the results of the Services.
- B13.3 Nothing in this agreement gives us ownership of your nga mea tikanga me nga taonga Māori.
- B13.4 You acknowledge that the Intellectual Property Rights we own remain our property. We grant you a non-exclusive licence to use these Intellectual Property Rights, for the purpose of you performing your obligations under this agreement.
- B13.5 You confirm and agree that:
- a) all Information belongs to us;
 - b) the creation and use of the Information, the assignment and licence of any rights to us under this agreement and your performance of the Services will not infringe the rights of any person; and
 - c) you have, or will obtain, all necessary licences and consents required to perform the Services and your obligations under this agreement (before you start to perform them), including the irrevocable waiver by all relevant persons of their Author's Rights in the Information in relation to its use by either of us.
- B13.6 In respect of any Health Education Resources and any other copyright works (as defined in the Copyright Act 1994) which you produce or arrange to be produced directly in connection with the Services, you assign to us all present and future copyright in those copyright works and irrevocably waive your Author's Rights in them.

- B13.7 If any claim is made against us that our use of the Information infringes the Intellectual Property Rights of anyone, you will, at your cost, provide us with all reasonable assistance to defend the claim.
- B13.8 When this agreement ends (for whatever reason) you will assist us to transfer the Information within your possession or control to us in a manner that preserves the Information and its integrity. You must ensure that the Information transferred is of sufficient quality, clarity and completeness to enable us to understand it and use it for our purposes. If this agreement is lawfully ended due to a breach by a party, then the party in breach will pay the costs of complying with this transfer clause, otherwise these costs will be shared equally.

QUALITY ASSURANCE

B14 Quality of Services

- B14.1 You must comply with the quality requirements set out in the Agreement.

B15 Information and Reports

- B15.1 You must comply with the information requirements set out in the Agreement.
- B15.2 You must keep and preserve Records and protect the security of them and make them available to us in accordance with our reasonable instructions.
- B15.3 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.
- B15.4 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.
- B15.5 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.
- B15.6 You must report to us in accordance with our reasonable instructions.
- B15.7 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.

B16 Appointment of Auditors

- B16.1 We may appoint people to Audit, on our behalf, in relation to any of the matters contained in the Agreement.
- B16.2 We will give you prior written notice of the names of the people we have appointed.