

- 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.

C28 Personnel Identification

C28.1 Employees, volunteers, students or sub-contractors undertaking or observing service delivery will identify themselves to all consumers and family/whanau.

C29 Ethical Review

C29.1 You will obtain ethical review as necessary. If you conduct research and innovative procedures or treatments, then you will:

- have written and implemented policies and procedures for seeking ethical review;
- obtain advice from an accredited ethics committee in accordance with the current “National Standard for Ethics Committees”; and
- consult with and receive approval from Māori for any research or innovative procedures or treatments which will impact on Māori.

SAFETY AND EFFICIENCY

C30 General Safety Obligation

C30.1 You will protect consumers and staff from exposure to avoidable/preventable risk and harm in accordance with your obligations under the Health and Safety in Employment Act 1992.

C31 Risk Management

C31.1 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.

C32 Equipment Maintained

C32.1 You will ensure that equipment used is safe and maintained to comply with safety and use standards.

C33 Infection Control/Environmental and Hygiene Management

C33.1 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.

C34 Security

- C34.1 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.

C35 Management Of Internal Emergencies and External Disasters

- C35.1 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.

C36 Incident and Accident Management

- C36.1 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.

C37 Prevention of Abuse and/or Neglect

- C37.1 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.

DIVISION 2 – INTERVENTION SERVICES

C38 Entry to Service

- C38.1 You will manage consumer entry to your service in a timely, equitable and efficient manner, to meet assessed need.

C39 Plan of Care/Service Plan

- C39.1 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.

C40 Service Provision

C40.1 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.

C41 Planning Discharge from the Service or Transfer between Services

C41.1 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.

C42 Where Services are Declined

C42.1 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:

C42.2

- 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.

C43 Death/Tangihanga

C43.1 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.

C44 Health Education, Disease Prevention and Health Advice/Counselling

C44.1 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

C45 Accessible

C45.1 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.

C46 Facilities, Maintained

C46.1 You will provide services from safe, well-designed, well-equipped, hygienic and well-maintained premises.

DIVISION THREE PUBLIC HEALTH SERVICES

C47 Service Plan/Standard Contract for Services

C47.1 Services will be planned and performed according to the assessed needs of the populations served as agreed by us in your service plan/standard contract for Services.

C48 Service Provision

C48.1 You will develop and implement processes and practices for the performance of Services to populations that reflect best practice within available resources.

C48.2 You will develop process and outcome measures for your programmes as agreed with us.

C49 Access

C49.1 The Services you perform will be accessible to all relevant populations. Where services are limited in any way, the criteria for selection and prioritisation will be defined, available to populations affected and agreed between us.

C50 Services to people from Pacific Island Nations

- C50.1 Services to people from Pacific Island Nationals are to recognise differences especially as they relate to linguistic, cultural, social and religious practices.
- C50.2 You will develop and maintain linkages with key cultural groups in your locality in order to facilitate consultation and involvement of these groups in the planning, implementation and monitoring and review of services.

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D: STANDARD INFORMATION SPECIFICATION

REPORTING REQUIREMENTS

D1 Information to be Reported to The MOH

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

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

D2 Reporting Requirement Timetable

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

D3 Forwarding Your Completed Report

You shall forward your completed Performance Monitoring Returns to:

The Performance Reporting Team
Sector Services
Ministry of Health
Private Bag 1942
Dunedin 9054
Ph: 03-474 8040
Fax: 03-474 8582
Email healthpac_m@moh.govt.nz

PART 3: SERVICE SCHEDULES

3.01 INTRODUCTION

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

CONTENTS OF EACH SERVICE SCHEDULE WITHIN PART 3

3.02 Service Specifications

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

E: PROVIDER SPECIFIC TERMS AND CONDITIONS

INTRODUCTION

E1 Service Details

E1.1 It is agreed that the following details apply to this Service Schedule.

Legal Entity Name	«PROVIDER_NAME»
Legal Entity Number	«PROVIDER_NUMBER»
Contract Number	«CONTRACT_CONTRACTID» / «CONTRACT_VERSION»
Contract Commencement Date	«CONTRACT_STARTDATE»
Contract End Date	«CONTRACT_ENDDATE»

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

#TABLE3#

#TABLE3REFORMATTED#

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

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 Payment Schedule

#PAYMENTSSCHEDULE#

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F: SERVICE SPECIFICATION

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