

B44.2 If the condition in clause B44.1 is not satisfied or waived by the Commencement Date or any later date we may avoid the Agreement by written notice to you.

B45 **Partial Invalidity**

- 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

B46 **Definitions**

B46.1 In the Agreement Terms given a meaning in the Glossary have that meaning where the context permits.

B46.2 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.

B47 **Interpretation**

B47.1 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.

B48 Glossary Terms

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

Eligible Person	Any individual who: <ul style="list-style-type: none"> a) is in need of the Services; and b) meets the essential eligibility criteria and other criteria, terms and conditions which, in accordance with any direction given under Section 32 of the Act or continued by Section 112(1) of the Act, or any other direction from the Minister, or the Funding Agreement, must be satisfied before that individual may receive any Services purchased by us. c) The Ministry of Health will determine if any individual is an Eligible Person if there is any dispute. <p>“Eligible People” has a corresponding meaning.</p>
End Date	The date the Agreement ends or is ended in accordance with the Agreement.
Funding Agreement	The relevant Crown funding agreement within the meaning of Section 10 of the Act, entered into by us.
Governmental Body	Includes any entity lawfully formed by, or in accordance with any direction of, the Crown or any Minister or officer of the Crown.
GST	Goods and Services Tax under the Goods and Services Tax Act 1985.
Ministry of Health	Includes any of its legal successors.
Health Education Resources	Leaflets, posters, stickers, cards, manuals, resource kits, Resources training kits, videos, public health advertisements or other similar material (but excluding newsletters) which are about promoting health for general distribution or for people in a specified group provided for under this agreement.
Health Professional Authority	Any authority or body that is empowered under and by virtue of any enactment of law, or the rules of any body or organisation, to exercise disciplinary powers in respect of any person who is involved in the supply of Health or Disability Services, or both.
Law	Includes: <ul style="list-style-type: none"> a) Any legislation, decree, judgement, order or by law; and b) Any rule, protocol, code of ethics or practice or conduct and other ethical or other standards, guidelines and c) Requirements of any Health Professional Authority; and d) Any relevant standards of the New Zealand Standards Association; and e) Any future law.
Management of Change Protocols	Such protocols as may be agreed between us relating to the management of change.
Minister	The Minister of Health.
Ministry	The Ministry of Health (by whatever name known) and any

	other successor department of state and include the Minister of Health and the Director-General of Health and any of his her or their delegates.
National Guidelines for Resource Development Health Education In New Zealand	The current Ministry of Health guidelines for health education resource development in NZ and as amended or revised from time to time.
Our Objectives	Include: a) The objectives listed in Section 22 of the Act, and b) The objectives specified in our statement of intent (as defined in the Act). c) To meet the directions and requirements notified to us under the Act from time to time.
Person	Includes a corporation, incorporated society or other body corporate, firm, government authority, partnership, trust, joint venture, association, state or agency of a state, department of Ministry of Government and a body or other organisation, in each case whether or not having a separate legal identity.
Population Served	Means communities or targeted populations, including Eligible People, for whom Services are or may be provided.
Records	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

DIVISION 1- ALL SERVICES

C1 Relationship Principles

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

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

C2 Quality of Service

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

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

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

C3.1 You will comply with any applicable Health and Disability Sector Standards (H&DS Standards). Where anything in this Section is inconsistent with an H&DS Standard, the requirement of the H&DS Standard will prevail.

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