

Ministry of Health

2.3 All Purchase Units have been designed to complement each other. With regard to Intervention Services, Brief Intervention services: PGCS – 02, can only be provided in the following combinations:

- Brief Intervention
- Brief Intervention, Facilitation, and Follow-up
- Brief Intervention, Full Intervention, and Follow-up
- Brief Intervention, Full Intervention, Facilitation, and Follow-up

2.4 You must provide the Services as General, Dedicated Māori, Dedicated Pacific, or Dedicated Asian service, as agreed in Table Two.

Table Two: Service Type for your service

| # | Service Type | Y/N |
|---|-------------------|-----|
| 1 | Dedicated Māori | |
| 2 | Dedicated Pacific | |
| 3 | Dedicated Asian | |
| 4 | General | |

2.5 The following provisions apply to the Service Types agreed in Table Two above:

2.6 **Dedicated Māori Services** shall be provided as follows:

2.6.1 The purpose of dedicated Māori services is to minimise problem gambling-related harm particularly to, and for, Māori. A dedicated Māori service must include and demonstrate at least the following features:

- the service is based in a Māori cultural paradigm
- the service utilises Māori derived beliefs, values and practices
- wherever reasonably possible, staff will be of Māori descent
- the service facilitates access to, and support of, kaumātua (male and female)
- there is an emphasis on whanaungatanga.
- it does not exclude service users that are non-Māori

2.7 **Dedicated Pacific Services** shall be provided as follows:

2.7.1 The purpose of dedicated Pacific services is to minimise problem gambling-related harm particularly to, and for, Pacific peoples. A Dedicated Pacific service must include and demonstrate at least the following features:

- the service is based in a Pacific cultural paradigm
- the service utilises Pacific-derived beliefs, values and practices
- wherever reasonably possible, staff will be of Pacific descent
- the service is mandated by local Pacific communities
- it does not exclude service users that are not of Pacific descent.
- linkages with a dedicated Māori service provider to enable client referral if appropriate or access to Kaumātua for advice if needed.

2.8 Dedicated Asian Services shall be provided as follows:

2.8.1 The purpose of dedicated Asian services is to minimise problem gambling-related harm particularly to, and for, Asian peoples. A dedicated Asian service must include and demonstrate at least the following features:

- the service is based in an Asian cultural paradigm
- the service utilises Asian-derived beliefs, values and practices
- wherever reasonably possible, staff will be of Asian descent
- the service is mandated by local Asian communities
- it does not exclude service users that are non-Asian.
- linkages with a dedicated Māori service provider to enable client referral if appropriate or access to Kaumātua for advice if needed.

2.9 General Services must be provided as follows:

2.9.1 General services aim to minimise problem gambling-related harm for all members of the community, and will include consideration for delivering to Māori, Pacific, Asian and other priority population subgroups. A general service must include and demonstrate at least the following features:

- the service being delivered in a manner that is accessible to all groups regardless of gender, ethnicity, age, or health status
- being culturally safe and appropriate to the diverse populations in the area of delivery
- has a focus on improving Māori health gain
- has a focus on reducing health inequalities
- accesses cultural support and expertise as required.
- responsiveness to the needs of Māori service users through the delivery of a service that is culturally safe and which may include the provision of culturally derived skills programmes.
- where a Dedicated Māori service (whether or not provided by you) is reasonably available as an alternative, Māori service users will be offered the choice of dedicated Māori services, generic services, or a combination of both.
- the particular cultural needs of service users will be met through the delivery of a service that is culturally safe and may include the provision of culturally derived programmes.
- where a choice of service types (Dedicated Pacific or Asian – whether or not provided by you) is reasonably available, Pacific or Asian service users will be offered the choice of dedicated services, general service, or a combination of both.

2.10 You must deliver the Services in accordance with the following Table:

Table Three: Service Geography

| Service Type | Delivery Area and requirements (if any) |
|---|---|
| <i>for example: General, Dedicated Māori, Dedicated Pacific, or Dedicated Asian service</i> | <i>for example: specified regions defined as agreed with the Ministry</i> |
| | |

3. QUALITY

3.1 In providing the Services you must:

- a) comply with the requirements of the Health and Disability Sector standard (NZS 8134:2007) and with the Ministry's *Provider Quality Specifications for Public Health Services version (1.1)* until such time as these standards are superseded, and when these standards are superseded, with their replacements; and
- b) at all times comply with Division 1, and
- c) at all times comply with Divisions 2 and 3 as they apply to you.

4. FTEs

- 4.1 The amount payable for purchase units is calculated on the basis of Full-Time Equivalents (FTEs), and the total amount payable for each Purchase Unit and for the Services as a whole is set out in (Provider Specific Terms and Conditions, clause E3)
- 4.2 In this Service Specification one FTE means one full time employee (that is a minimum of 37 hours and 55 minutes per week employed). The amount which we have agreed to pay you for each FTE is the total funding of all direct and indirect costs incurred in respect of, or attributable to, that employee, including for example, management and supervision, annual leave, sick leave, and all other associated costs. The amount also comprises the only payments we will make for your general administration, operation, and management costs. We will not pay you any additional amounts for your performance of the Services in addition to the per FTE amount except as agreed by us in writing as a variation to this agreement.
- 4.3 You must during the term of this Agreement engage and continue to engage the total number of FTE as set out in Table One, such FTEs to be appropriately qualified and experienced to perform the roles as set out in the Budget agreed pursuant to clause 7.
- 4.4 Where we specify the qualification and/or experience criteria for FTE's these must be complied with.
- 4.5 Clause 4.3 does not apply to the mandatory Purchase Units, where the FTEs allocated are a recognition of the costs that will be incurred across your organisation.

5. COLLABORATION AND KEY SERVICE LINKAGES

- 5.1 If you do not deliver all Purchase Units, you must work, and show evidence of working, with other providers to ensure that the full range of services to prevent and minimise gambling harm funded by the Crown or its agent, as listed in Table One, are provided locally and regionally in an effective and complementary manner. As a minimum, you must use your best endeavours to ensure that:
 - service users have access to the full range of services included in this service specification for services to prevent and minimise gambling harm
 - participation occurs in local planning/co-ordination forums, for example, local mental health and addiction networks and preventing and minimising gambling harm regional hui
 - Māori service users are offered the choice of dedicated Māori services and generic services (where a choice of services is available), or a combination of both

Ministry of Health

- Pacific people are offered the choice between dedicated Pacific services and generic services (where a choice of services is available) or a combination of both.
- Asian people will be offered the choice between dedicated Asian services and generic services (where a choice of services is available), or a combination of both.

5.2 You must establish working protocols with other services that interface in some material way with the Services you are to provide. Interfaces and linkages should exist between preventing and minimising gambling harm service providers and other service providers or referral agencies. Such services will include, but are not limited to:

- other providers of services to prevent and minimise gambling harm
- health promotion and public health services
- local mental health and addiction networks
- alcohol and other drug treatment services
- budgeting and other social service agencies
- Māori health and social service agencies
- primary care providers
- community mental health services
- Pacific health and social service agencies
- child, adolescent and youth health/ social services
- local Department of Corrections services
- local Justice Department services.

6. REPORTING

6.1 Provisions 6.2 to 6.6 replace and supersede Section D: Standard Information Specifications

6.2 In addition to meeting any reporting requirements in respect of particular Purchase Units, you must comply with the following provisions 6.3 to 6.6.

6.3 You must report in writing to us on the provision of Services, as detailed in each agreed Purchase Unit, on the following dates.

Table Four: Reporting Schedule

| Period Covered | Report Due |
|----------------------|------------|
| 1 July – 31 December | 30 January |
| 1 January – 30 June | 20 July |

6.4 Your reports pursuant to clause 6.2 will include:

- progress against the specific reporting details for the contracted purchase units in the applicable Purchase Unit Descriptions.
- the number of FTEs employed
- FTEs employed against each purchase unit over the last six month period, noting variances and any periods of unemployment
- your overall assessment of services delivered

Ministry of Health

- any problems or complaints
- any emergent issues and any recommendations for improvements
- information required pursuant to clause 7.4 below, and
- comment on, and information in respect of any further matter, as advised by us.

6.5 Reports are to be sent by email to the following:

healthpac_m@moh.govt.nz and ***gamblingharm@moh.govt.nz***

In addition they can also be posted to:

The Monitoring Team

HealthPAC

Private Bag 1942

DUNEDIN

E-mail: healthpac_m@moh.govt.nz

6.6 If you fail to report in accordance with this clause 6 by the due dates we may withhold any payment due to you until compliance is achieved.

7. BUDGET AND FINANCIAL REPORTS

7.1 This clause details budget requirements and financial reporting requirements for Services delivered under this specification.

7.2 Prior to the start of delivery of Services by you, a service budget will be agreed with us for the term of this Agreement using the template provided by us (the budget forecast). Subject to clause 7.3, you must comply with the budget forecast.

7.3 You must obtain our written approval to any material departure from the applicable budget forecast prior to expenditure except where it is not reasonable to do so, and if not, then immediately after. Without limitation, changes to numbers and mix of personnel shall be considered material.

7.4 Six-monthly reports must be provided in such format as agreed with the Ministry.

8. SET-OFF

8.1 We may set-off any amount which you owe to us against any payments due by you to us under this or any other agreement between both parties.

9. RECOVERY OF PAYMENTS

9.1 In the event that monies have been claimed by you and paid to you where you are or were not entitled to claim such monies pursuant to this Agreement, such monies are deemed to be a debt owing by you to us that is repayable on demand.

10. REPAYMENT OF FUNDING

- 10.1 If:
- (a) on the expiry of or on any earlier termination of this Agreement, any of the amounts we have paid you:
 - (i) remain unspent or uncommitted; or
 - (ii) cannot, by reconciliation between the accounts and records maintained by you and the Budget Forecast, be shown to our reasonable satisfaction to have been spent or committed in accordance with this Agreement; or
 - (b) at any time we form the reasonable opinion that any amount paid to you has been used, spent or committed other than in accordance with this Agreement;
- 10.2 we may by written notice to you, require you to repay that amount, and you must repay to us the amount set out in the notice, within 21 days of receipt of the notice.
- 10.3 If you fail to repay us in accordance with a notice issued under clause 10.2:
- (a) you must pay us Default Interest on the amount set out in the notice from the date it was due, for the period it remains unpaid; and
 - (b) the amount set out in the notice, and interest owed under this clause will be recoverable by us as a debt due to us by you.
- 10.4 You acknowledge that interest calculated in accordance with clause 10.3 (a) represents a reasonable pre-estimate of the loss incurred by us as a result of the loss of investment opportunity for, or the reasonable cost of borrowing other money in place of, the amount that should have been repaid.
- 10.5 This clause survives the expiration or earlier termination of this Agreement.

11. THE RECOVERY PLAN

- 11.1 In the event of not achieving minimum delivery targets, or other contract requirements to the satisfaction of the Ministry, in respect of any Purchase Unit Description for any six-month reporting period, you will develop a recovery plan. This plan must be submitted to us for approval within 30 days of request by the Ministry following receipt of the six monthly report outlined in section six. The recovery plan must include how you intend to meet the additional levels of delivery in the subsequent reporting period without compromising usual service delivery. Failure to provide a recovery plan, or to provide a recovery plan to which we (acting reasonably) agree, shall be a breach of this Agreement.
- 11.2 Provision of, or agreement to a recovery plan shall not constitute a waiver of any breach of the Agreement, nor obligate us to make any additional payment to you, unless otherwise agreed in writing.

12. POLITICAL NEUTRALITY

- 12.1 All parties acknowledge that we must comply with the conventions relating to the political neutrality of the state service.
- 12.2 You agree that you will perform the agreed services in a manner that is consistent with and maintains our actual and perceived political neutrality.
- 12.3 We acknowledge that your obligation to perform the agreed services in accordance with clause 12.2 does not limit your ability to carry out any other activities. However, you must ensure that your other activities outside the services contracted for are clearly separate from and independent of the contracted services.