

## **Variation to Agreement**

**between**

# **Waikato DHB**

PO Box 934  
Waikato Mail Centre  
Hamilton 3240

Ph: 07-834 3646  
Fax: 07-839 4327

**Contact:** **Rachel Poaneki**

**and**

# **Care NZ (Est 1954) Limited**

**Community Alcohol & Drug Services**

PO Box 9183  
Marion Square  
Wellington 6141

Ph: 04-384 2085  
Fax: 04-385 1516

**Contact:** **Kathryn Leafe**

*Kathryn*

## 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 Waikato DHB
- b. "you", "your" means Care NZ (Est 1954) Limited
- c. "either of us" means either we or you
- d. "both of us" means both we and you

**A2 The Agreement**

In 2013 a Health and Disability Services Agreement (the Agreement) was entered into. The Agreement commenced on 1 July 2013 and ends on 30 June 2014 and is numbered (244227 / 346783/00).

**A3 Variation**

This is the 01 variation to the Agreement and extends the Agreement term, includes additional provider specific terms and conditions and changes the Agreement price. This variation to the Agreement begins on 01 July 2014 and ends on 30 June 2015.

**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 **Waikato DHB**:

For **Care NZ (Est 1954) Limited**:

  
\_\_\_\_\_ (signature)

  
\_\_\_\_\_ (signature)

Name Craig Lumo

Name K. LEAKE

Position CEO

Position CEO

Date 17/6/14

Date 26/5/14

*h  
Kunari?*

## B: PROVIDER SPECIFIC TERMS AND CONDITIONS

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

|                                    |                            |
|------------------------------------|----------------------------|
| <b>Legal Entity Name</b>           | Care NZ (Est 1954) Limited |
| <b>Legal Entity Number</b>         | 244227                     |
| <b>Agreement Number</b>            | 346783 / 01                |
| <b>Variation Commencement Date</b> | 01 July 2014               |
| <b>Variation End Date</b>          | 30 June 2015               |

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

| <b>Purchase Unit (PU ID)</b>                                              | <b>Volume</b>        | <b>Unit Price<br/>excl. GST<br/>(per PU)</b> | <b>Total Price<br/>excl. GST<br/>(UP x V)</b> | <b>GST<br/>Rate<br/>(%)</b> | <b>Payment<br/>Type</b> |
|---------------------------------------------------------------------------|----------------------|----------------------------------------------|-----------------------------------------------|-----------------------------|-------------------------|
| MHDI48C Child, Adolescent & Youth Alcohol & Other Drug Community Services | 3 clinical FTEs pa   | \$114,008.84                                 | \$342,026.52                                  | 15                          | CMS                     |
| MHD74C Community Based Alcohol & Other Drug Service                       | 3.8 clinical FTEs pa | \$107,674.37                                 | \$409,162.61                                  | 15                          | CMS                     |
| MHD74C Community Based Alcohol & Other Drug Service                       | 4.5 clinical FTEs pa | \$108,612.44                                 | \$488,755.98                                  | 15                          | CMS                     |
| <b>Total price for the Service Schedule</b>                               |                      |                                              | <b>\$1,239,945.11</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. agreement 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

B4.2 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.

**B5 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)     |
|---------------------------------------------|------------------------------------------|--------------------------------------|-----------------------|
| 20 August 2014                              | 5 August 2014                            | July 2014                            | \$103,328.76          |
| 22 September 2014                           | 5 September 2014                         | August 2014                          | \$103,328.76          |
| 20 October 2014                             | 5 October 2014                           | September 2014                       | \$103,328.76          |
| 20 November 2014                            | 5 November 2014                          | October 2014                         | \$103,328.76          |
| 22 December 2014                            | 5 December 2014                          | November 2014                        | \$103,328.76          |
| 20 January 2015                             | 5 January 2015                           | December 2014                        | \$103,328.76          |
| 20 February 2015                            | 5 February 2015                          | January 2015                         | \$103,328.76          |
| 20 March 2015                               | 5 March 2015                             | February 2015                        | \$103,328.76          |
| 20 April 2015                               | 5 April 2015                             | March 2015                           | \$103,328.76          |
| 20 May 2015                                 | 5 May 2015                               | April 2015                           | \$103,328.76          |
| 22 June 2015                                | 5 June 2015                              | May 2015                             | \$103,328.76          |
| 20 July 2015                                | 5 July 2015                              | June 2015                            | \$103,328.75          |
| <b>Total</b>                                |                                          |                                      | <b>\$1,239,945.11</b> |

**B6 Health Emergency Planning**

- a You must develop a Health Emergency Plan to ensure that your clients/patients and staff are provided for during a Health Emergency and ensure that this is reviewed periodically to maintain currency.
- b The plan must identify your response to a worst case scenario pandemic event (40% of the population affected with 2% death rate).
- c A copy of the plan shall be made available to the DHB on request and will be consistent with the DHB's pandemic and emergency plans (available from the DHB).
- d When requested by the DHB you will be involved in processes to ensure that emergency responses are integrated, coordinated and exercised. The level of participation required will be reflective of the nature of the services you provide and the expected roles and services in an emergency situation.

**B7 Provider Specific Terms and Conditions**

**Alcohol and other drug service development and implementation**

The following initiatives will be occurring in the Waikato alcohol and other drug sector to provide improved services for people requiring alcohol and other drug services. These include:

- Implementation of the Model of Care for Alcohol and Drug Services in Waikato District Health Board (2013)
- Establishment and implementation of the Exemplar Co-existing Problems Enhanced Alcohol and Other Drug service for youth.

If the outcome of the above initiatives indicates a change is needed to your service delivery obligations and/or contractual requirements during the term of the agreement, we will meet with you to discuss the proposed changes and to agree a way forward. Such changes may be by way of a variation by agreement during the term of this agreement or could be upon expiry of this agreement, subject to future DHB annual contract renewal processes.

**Changes required to community based alcohol and other drug specialist services provided to adult community based offenders (MHD74C)**

From 1 July 2014 all referrals from the Department of Corrections for adult community based offenders will be received and triaged by a single point of entry within Health Waikato Mental Health and Addiction services. The majority of clients will then be referred for a group motivational and education programme or one-on-one service (where a group programme is not considered appropriate) at a Waikato DHB contracted provider of community based alcohol and drug services.

All providers will be required to provide group motivational and educational programmes under their Agreements from 1 July 2014. This may be provided by your organisation individually or, as agreed, in conjunction with other AOD providers. The mix of group work and individual work across the sector will be monitored throughout the transition phase with clear targets in place for future agreements to align with the implementation of the model of care.

**Annual Accounts**

We request that you send us a copy of your annual accounts along with an audit opinion within three months following the end of your financial year. If you are not required to be audited, a copy of your accounts signed as correct by your Board Chairman needs to be submitted within three months following the end of your financial year.

Alternative methods of financial reporting may be agreed with us. These include:

- Assurances from directors or trustees that your company is solvent and able to meet its obligations; or
- Confirmation from bankers of credit worthiness; or
- Confirmation from directors or trustees that audited accounts have been produced; or
- An auditors certificate of solvency and financial viability.

**Smokefree policy**

- The Provider is required to have a Smokefree policy from 1 January 2012 applying to all their staff, patients/clients, families/whānau and visitors, facilities and vehicles. This is to ensure provision of a smokefree environment for all staff, patients, family/whānau and visitors.
- This policy will also align with recommendations outlined in the New Zealand Smoking Cessation Guidelines (2007).