

Peter McCall  
fyi-request-3757-d6510e1a@requests.fyi.org.nz

Ref: H201600908

Dear Mr McCall,

### **Response to your request for official information**

Thank you for your request of 15 March 2016 under the Official Information Act 1982 (the Act) for 'a copy of the final signed contract for the following study that was tendered by the Ministry of Health through GETS: 'Data analysis and preparation of BreastScreen Aotearoa monitoring reports.' RFX ID: 15402136.

Please find enclosed a copy of the final contract.

Certain information has been withheld under section 9(2)(a), 9(2)(b)(ii) and 9(2)(k) of the Official Information Act 1982. This is an active contract and confidentiality terms within the contract are in place. I have decided to release the document with commercially sensitive and confidential information redacted. Signatures and initials have also been redacted to protect privacy and prevent improper use.

Please note that there is an error in the page numbering and page 13 onwards are mislabeled. This is an error and pages 11 and 12 have not been removed from the contract. The page number in the table of contents are also incorrect and there is a reference to a clause relating to the Vulnerable Children Act 2014 which was removed from the final contract.

I trust this information fulfils your request. You have the right, under section 28 of the Act, to ask the Ombudsman to review my decision to withhold information under this request.

Yours sincerely



Cathy O'Malley  
**Acting Director**  
**Service Commissioning**

# Agreement

between

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

650 Great South Road  
Private Bag 92-522  
Wellesley Street  
Auckland 1141  
Ph: 09-580 9000  
Fax: 09-580 9001

and

**University of Otago**  
**BSA Data Analysis & Monitoring Reports**

Accounts Department



You, as the Provider, agree to provide the Services on the terms of this agreement.

Signed for and on behalf of  
HER MAJESTY THE QUEEN IN RIGHT OF  
HER GOVERNMENT IN NEW ZEALAND  
(acting by and through the Ministry of Health)  
by:

Authorised Signatory

Name:

Astrid Koornneef

Position

Group Manager  
National Screening Unit

Date

28.1.2016

Signed for and on behalf of  
UNIVERSITY OF OTAGO by:

Authorised Signatory

PROFESSOR RICHARD BLAIKIE

Name: Deputy Vice-Chancellor

(Research and Enterprise)

Position

University of Otago

Date

27/1/16

## TABLE OF CONTENTS

<b>SECTION A</b>	<b>GENERAL TERMS AND CONDITIONS</b>	<b>1</b>
A1	Māori Health	1
A2	Relationship Principles	1
A3	Reserved	1
A4	Term	1
A5	Provision of Services	1
A6	Payments	1
A7	Other Arrangements	2
A8	Subcontracting and Assignment	2
A9	Information and Intellectual Property	2
A10	Information and Reports	3
A11	Audit	4
A12	Indemnity and Liability	4
A13	Complaints	4
A14	Notification of Problems	4
A15	Public Statements and Advertising	5
A16	Dispute Resolution	5
A17	Variations to this Agreement	5
A18	Ending this Agreement	6
A19	Confidentiality	6
A20	No Action by Third Parties	6
A21	Waiver and Rights	6
A22	Entire Agreement	7
A23	Notices	7
A24	Relationship	7
A25	Partial Invalidity	7
A26	Interpretation	7
A27	Definitions	8
<b>SECTION B</b>	<b>PROVIDER SPECIFIC TERMS AND CONDITIONS</b>	<b>10</b>
B1	Introduction	10
B2	Details of all Purchase Units which apply to this Service Schedule	10
B3	Payment Details	10
B4	Payment Schedule	11
B5	Vulnerable Children Act 2014	12
<b>SECTION C</b>	<b>SERVICE SPECIFICATION</b>	<b>13</b>

## SECTION A GENERAL TERMS AND CONDITIONS

### A1 MĀORI HEALTH

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 the Service Specifications to this Agreement

### A2 RELATIONSHIP PRINCIPLES

The following values will guide both of us in dealing with each other under this agreement:

- A2.1 **Integrity** - we will act towards each other honestly and in good faith;
- A2.2 **Open communication** - we will listen, talk and engage with each other openly and promptly including clear and timely written communication;
- A2.3 **Valuing People** - we will work in a co-operative and constructive manner recognising each other's viewpoints and respecting each other's differences;
- A2.4 **Accountability** - we will each recognise the accountabilities that each of us have to our respective and mutual clients and stakeholders; and
- A2.5 **Innovation** - we will build on our successes and encourage new approaches and creative solutions to achieve positive outcomes for communities and consumers of health and disability services.

### A3 RESERVED

### A4 TERM

This agreement will be from 1 February 2016 to 30 June 2017 unless ended earlier by either of us on the terms of this agreement.

### A5 PROVISION OF SERVICES

- A5.1 You must provide the Services and conduct your practice or business in a prompt, efficient, professional and ethical manner and in accordance with:
- a. all relevant published Crown objectives and guidelines;
  - b. Our Objectives and all relevant standards published or approved by us including any relevant Provider Quality Specifications; and
  - c. all relevant Law.

### A6 PAYMENTS

- A6.1 We will pay you for the Services as specified in the Service Schedule to this agreement.
- A6.2 You must first have supplied a correctly rendered invoice completed in the format required and we must have received it by the date specified in the Service Schedule to this agreement.
- A6.3 We may withhold any payment for Services while you are in breach of this agreement.

**A7 OTHER ARRANGEMENTS**

- A7.1 You must not enter into any other contract or arrangement, which might prejudice your ability to meet your obligations in this agreement, but subject to this you may provide services to others.
- A7.2 Nothing in this agreement gives you an exclusive right to provide the Services and we may source services equivalent to yours from other suppliers.

**A8 SUBCONTRACTING AND ASSIGNMENT**

- A8.1 You must not subcontract or assign the benefit or burden of any of your obligations under this agreement without our prior written consent which may not be unreasonably withheld. If we give consent you must comply with any reasonable conditions we impose as part of the consent.
- A8.2 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.
- A8.3 We may transfer our rights under this agreement by giving you notice of this.

**A9 INFORMATION AND INTELLECTUAL PROPERTY**

- A9.1 The purpose of this clause A9 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:

Existing Material: means all Intellectual Property Rights in existence prior to the commencement of this Agreement;

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.

- A9.2 You shall retain ownership of your Existing Material. You grant us a non-exclusive, transferable, irrevocable licence to use your Existing Material but only to the extent that is necessary for us to use and own the results of the Services.
- A9.3 We shall retain ownership of our Existing Material. We grant you a non-exclusive licence to use the Intellectual Property Rights in our Existing Material, for the purpose of you performing your obligations under this agreement.
- A9.4 Nothing in this agreement gives us ownership of your nga mea tikanga me nga taonga Maori
- A9.5 Information produced directly in connection with the provision of the Services will be our property.
- A9.6 You warrant that:
- you are entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in any Existing Material that is incorporated in the results of the Services;
  - you will arrange for the grant to us of a non-exclusive, non-transferable, royalty free perpetual licence to use any Intellectual Property that is owned by a third party which is used in conjunction with the results of the Services; and
  - 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.

**A9.7 Publication of Information**

- Subject to clauses A9.1 to A9.6 above, we agree that you have the right to use the Information for academic or educational purposes, provided that you obtain our prior written consent before using any such Information, such consent not to be unreasonably withheld by us.
- In approving the use of information under clause A9.7(a) above:

- i. we may make recommendations as to the form and contents of the publication and you shall give these recommendations due consideration;
- ii. we may require you to include a disclaimer in any report(s) published by you; and
- iii. we may request that any such publication shall contain a suitably worded acknowledgement of our contribution as funder of the Services.

**A9.8** If a student is involved in the provision of the Services, that student shall have the right to incorporate the Results and Data created in the provision of the Services in to their thesis and have their thesis examined.

#### **A10 INFORMATION AND REPORTS**

You must:

- a. keep secure accurate records of the performance by you and your employees, agents and advisers of this agreement (Records) and make them available to us in accordance with our reasonable instructions;
- b. 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; and
- c. report to us on the performance of this agreement in accordance with our reasonable instructions and if requested by us send reports direct to any Minister of the Crown or any governmental body in the manner we specify.

#### **A11 Audit**

**A11.1** You and your permitted sub-contractors must allow us and our authorised agents, access on five working days' notice (or if the Ministry notifies Otago University the situation is urgent, 24 hours' notice) to:

- a. your premises;
- b. all premises where the Records are kept; and
- c. staff, sub-contractors or other people used by you in providing the Services,

and allow us to interview any staff, subcontractors and the people you supply Services for the purposes of carrying out an audit of your performance and compliance with this agreement.

**A11.2** Our right to audit under this clause continues after this agreement ends but only to the extent that it is relevant to the period during which this agreement exists.

#### **A12 INDEMNITY AND LIABILITY**

**A12.1** Subject to clause 12.2 you agree that you have sole responsibility, in providing the Services, for any legal liability of expenses resulting from your acts or omissions or acts or omissions of your employees, agents, assignees or sub-contractors where we have not authorised those acts or omissions, and you agree to indemnify the Crown in respect of any proceedings or claims against the Crown in respect of such unauthorised acts or omissions.

**A12.2** Clause 12.1 does not mean that you are responsible for legal liabilities caused by our actions or omissions or those of our servants or agents. Where there is joint responsibility, each party will bear their own proportion of the liability according to the degree of the responsibility involved.

**A12.4** You must take out and maintain at all times during the course of this agreement insurance cover sufficient to enable you to meet your obligations under the indemnity set out in this clause 12.

**A12.4** This entire clause 12 will survive expiry or termination of this Agreement

#### **A13 COMPLAINTS**

**A13.1** You must comply with any applicable standards for the health sector relating to complaints and comply with the requirements of any Complaints Body. If there is no applicable standard, then you must implement a complaints procedure if specified in this agreement.

**A14 NOTIFICATION OF PROBLEMS**

A14.1 You must advise us promptly in writing:

- a. of anything which may or is likely to materially reduce or affect your ability to provide the Services, including anything relating to any premises or equipment used by you or your key personnel;
- b. if you materially fail to comply with any of your obligations in this agreement;
- c. of any serious complaints or disputes which directly or indirectly relate to the provision of the Services; and
- d. of any issues concerning the Services that might have high media or public interest.

A14.2 You must have in place realistic and reasonable risk management processes and contingency plans to enable you to continue to provide the Services on the occurrence of any of the matters in this clause 14, and must provide us with details of those plans if we request them.

**A15 PUBLIC STATEMENTS AND ADVERTISING**

A15.1 Neither of us may during or after this agreement either directly or indirectly criticise the other publicly, without first fully discussing the matters of concern with the other in good faith and in a co-operative and constructive manner. Nothing in this clause prevents either of us from discussing any matters of concern with our respective staff, subcontractors, agents or advisers.

A15.2 You must not use our name or logo without our prior written consent and then only in accordance with our instructions.

**A16 DISPUTE RESOLUTION**

A16.1 If either of us has any dispute with the other in connection with this agreement, then:

- a. both of us will use our best endeavours to settle the dispute by agreement between us and act in good faith and co-operate with each other to resolve the dispute;
- b. if the dispute is not settled by agreement between us within 30 days, then, unless both of us agree otherwise:
  - i. full written particulars of the dispute must be promptly given to the other; and
  - ii. the matter will be referred to mediation in accordance with the Health Sector Mediation and Arbitration Rules 1993, a copy of which is available from us;
- c. neither of us will initiate any litigation during the dispute resolution process outlined in paragraph b. above, unless proceedings are necessary for preserving the party's rights; and
- d. both of us will continue to comply with all our obligations in this agreement until the dispute is resolved, but payments may be withheld to the extent that they are disputed.

A16.2 Clause 17.1 will not apply to any dispute:

- a. concerning any renegotiation of any part of this agreement; or
- b. directly or indirectly arising from any matter which has been referred to a Complaints Body unless the Complaints Body directs otherwise.

**A17 VARIATIONS TO THIS AGREEMENT**

A17.1 We may vary this agreement by 30 days written notice to you to comply with any requirement imposed on us by the Crown, but otherwise this agreement may only be varied by written agreement signed by both of us.

A17.2 Where possible we will give you at least 30 days' notice of any change to this agreement required by the Crown and we will consult with you to reach agreement on the changes. If we cannot both agree within 30 days then either of us may cancel this agreement by giving at least 30 days prior written notice.

## **A18 ENDING THIS AGREEMENT**

A18.1 Without limiting any other rights we may have, we may end this agreement immediately by written notice to you if:

- a. we have good reason to believe you are or will be unable to carry out all your material obligations under this agreement. (Before ending this agreement for this reason we must Consult with you and if we believe the health or safety of any person is at risk we may suspend your provision of the Services while we Consult with you);
- b. you have failed to carry out any of your obligations in this agreement and the failure is material and cannot be remedied;
- c. you (or any one of you) are adjudged bankrupt;
- d. you are a company and you are placed in receivership or liquidation;
- e. you have failed to carry out any of your obligations in this agreement and the failure can be remedied by you but you fail to do so within 30 days of receiving written notice of the default from us.

A18.2 If after 30 days from your receiving our notice referred to in clause 20.1e, the obligation still has not been met, we may by written notice, instead of ending this agreement:

- a. at any time vary or withdraw from the coverage of this agreement any of the Services in respect of which you have not met your obligation, either straight away or at any later date; and
- b. cease payment for any of the Services from the date of their withdrawal.

A18.3 You have the same rights and must follow the same procedures if we have not met a material obligation under this agreement and as a consequence you wish to withdraw the relevant Service.

## **A19 CONFIDENTIALITY**

A19.1 Except to the extent that this agreement otherwise provides, or we are required to disclose information by law, neither of us may disclose to any other person any information provided to the other which we agree is confidential or which is either commercially sensitive or not intended for disclosure to third parties (Confidential Information), unless and until the Confidential Information becomes public knowledge but not because of a breach of any obligation of confidence.

A19.2 When this agreement ends you must return to us all of our Confidential Information in your possession or control.

A19.3 Both of us acknowledge that this agreement, but not any Confidential Information, may be published by us through any media including electronically via the Internet.

## **A20 NO ACTION BY THIRD PARTIES**

A20.1 This agreement is not intended to confer legally enforceable benefits on any person who is not a party to it and no third party may enforce any of the provisions in this agreement.

## **A21 WAIVER AND RIGHTS**

A21.1 Your Services must always be performed in the time frame specified in the agreement. Any waiver by either of us of this requirement or of any other right or remedy we may have under this agreement must be in writing and duly signed. Each waiver may only be relied on for the specific purpose for which it is given. A failure or delay by either one of us to exercise any right given to it under this agreement does not mean that the right has been waived.

A21.2 The exercise by us of any express right set out in this agreement (Express Right) does not limit any other rights, powers or remedies available to us under this agreement, at law or in equity, including any rights, powers or remedies which would be available to us if the Express Rights



were not set out in this agreement.

**A22 ENTIRE AGREEMENT**

A22.1 This agreement sets out the entire agreement and understanding between both of us and replaces all prior oral or written statements, representations and agreements or arrangements relating to its subject matter.

**A23 NOTICES**

A23.1 Any notice given pursuant to the agreement must be in writing and may be served personally or sent by registered mail or by facsimile transmission. All notices must state the contract reference number given to this agreement.

A23.2 Notices given:

- a. personally are served upon delivery;
- b. by post (other than airmail) are served three days after posting;
- c. by airmail are served two days after posting; and
- d. by facsimile are served upon receipt of the correct answer back or receipt code.

A23.3 The address and facsimile number for each of us are as specified in this agreement or as from time to time notified in writing to the other party.

**A24 RELATIONSHIP**

Nothing in this agreement should be interpreted as constituting either of us an agent, partner or employee of the other and neither we nor you may represent to anyone that:

- A24.1 it is the other party or is an agent, partner, trustee, joint venture partner or employee of the other party; or
- A24.2 it has any power or authority to incur any obligation of any nature on behalf of the other party.

**A25 PARTIAL INVALIDITY**

A25.1 Each term of this agreement is separately binding. If any provision in this agreement is lawfully held to be illegal, unenforceable or invalid, this will not affect the remainder of this agreement which will remain in force.

**A26 INTERPRETATION**

A26.1 In this agreement:

- a. "we", "us" and "our" means the Ministry of Health including its legal successors and its permitted consultants, subcontractors, agents, employees and assignees;
- b. "you" and "your" means the Provider named in this agreement including its permitted subcontractors, agents, employees and assignees;
- c. "both of us", "each of us", "either of us" and "neither of us" refers to the parties;
- d. terms given a defined meaning in this agreement have that meaning where the context permits words referring to the singular include the plural and the reverse;
- e. 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;
- f. everything expressed or implied in this agreement which involves more than one person binds and benefits those people jointly and severally;
- g. clause headings are for reference purposes only;
- h. a reference to a statute includes:
  - all regulations under that statute;
  - all amendments to that statute, and

- any statute substituting for it which incorporates any of its provisions
- i. all periods of time or notice exclude the days on which they are given and include the days on which they expire; and
- j. all references to "including" are to be read as "including without limitation".

## A27 DEFINITIONS

In this agreement the following expressions have the stated meaning:

<u>Expression</u>	<u>Meaning</u>
Act	The New Zealand Public Health and Disability Act 2000.
Agreement	This agreement and each schedule to this agreement.
Complaints Body	Any organisation appointed to deal with complaints relating to the Services: <ul style="list-style-type: none"><li>a. under this agreement;</li><li>b. by both of us by mutual agreement;</li><li>c. by a Health Professional Authority;</li><li>d. by Law; or</li><li>e. by us as an advisory committee.</li></ul>
Consult	Each of us must: <ul style="list-style-type: none"><li>a. fully state our proposals and views to the other and carefully consider each response to them;</li><li>b. act in good faith and not predetermine any matter; and</li><li>c. give the other adequate opportunity to consult any other interested party.</li></ul> The obligation of either of us to Consult will be discharged if the other refuses or fails to Consult.
Health Education Resources	Leaflets, posters, stickers, cards, manuals, resource kits, training kits, videos 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 by any statute 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 and disability services.
Law	Includes: <ul style="list-style-type: none"><li>a. any legislation, decree, judgment, order or by-law;</li><li>b. any rule, protocol, code of ethics, practice or conduct and other ethical or other standards, guidelines and requirements of any Health Professional Authority;</li><li>c. any relevant standards of the New Zealand Standards Association; and</li><li>d. any future law.</li></ul>
Ministry	The Ministry of Health (by whatever name known) and any successor department of state and include the Minister of Health and the Director-General of Health and any of his her or their delegates.

Our Objectives

Include:

- a. the objectives specified in our statement of intent (as defined in the Act); and
- b. to meet the Crown's objectives notified to us under the Act from time to time.

Services

The health services and/or disability services specified in the Service Schedule.

RELEASED UNDER THE  
OFFICIAL INFORMATION ACT



## SECTION B PROVIDER SPECIFIC TERMS AND CONDITIONS

### B1 INTRODUCTION

B1.1 It is agreed that the following details apply to this Service Schedule.

Legal Entity Name	University of Otago
Legal Entity Number	469329
Contract Number	354866 / 00
Service Commencement Date	1 February 2016
Service End Date	30 June 2017

It is agreed that the services will be paid for in accordance with the details given in the Payment Details below.

### B2 DETAILS OF ALL PURCHASE UNITS WHICH APPLY TO THIS SERVICE SCHEDULE

B2.1 Period from 1 February 2016 to 30 June 2017

Purchase Unit (PU ID)	Volume	Unit Price (excl GST)	Amount (excl GST)
Initial set-up payment	N/A	N/A	
Year 1: Draft reports	N/A	N/A	
Year 1: Final reports	N/A	N/A	
Year 2: Draft reports	N/A	N/A	
Year 2: Final reports	N/A	N/A	
<b>Total price of Services covered by this Agreement</b>			

### B3 PAYMENT DETAILS

B3.1 Price

The price we will pay for the Service you provide is specified above. Note that all prices are exclusive of GST.

B3.2 Invoicing

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

If we do not receive an invoice from you by the dates set out in the Payment Schedule below, then we will pay you within 20 days after we receive the invoice.

**B3.3 Invoicing Address**

Send invoices to:

[providerinvoices@moh.govt.nz](mailto:providerinvoices@moh.govt.nz) or

post to:

Provider  
Payments  
Ministry of Health  
Private Bag 1942  
Dunedin 9054

**B4 PAYMENT SCHEDULE**

B4.1 The Ministry will only pay for Services delivered in accordance with this agreement.

- a. Fixed fee

We agree to pay you a maximum of seventy thousand dollars (\$156,200) exclusive of GST as set out in the table below:

Deliverable	Deliverable due	For invoices supplied by:	Payment date	Amount (excl GST)
Initial set-up payment	N/A	Within 5 business days after month end	20 <sup>th</sup> of month following service	
Year 1: Draft reports	20 May 2016	Within 5 business days after month end	20 <sup>th</sup> of month following service	
Year 1: Final reports	31 July 2016	Within 5 business days after month end	20 <sup>th</sup> of month following service	
Year 2: Draft reports	17 March 2017	Within 5 business days after month end	20 <sup>th</sup> of month following service	
Year 2: Final reports	30 June 2017	Within 5 business days after month end	20 <sup>th</sup> of month following service	
<b>Total Fixed fee</b>				

## SECTION C SERVICE SPECIFICATION

### C1 SERVICE OBJECTIVE

- C1.1 The objective of this agreement is to provide data analysis and preparation of BreastScreen Aotearoa (BSA) Monitoring Reports.

### C2 BACKGROUND

- C2.1 The National Screening Unit (NSU) is responsible for leading the BSA programme. BSA Monitoring Reports measure the quality of the BSA services against National Policy and Quality Standards. On-going monitoring using regularly reviewed performance indicators and targets is essential to achieve high quality, equitable and accessible national screening programmes.

After the two sets of monitoring reports covered in this agreement the NSU plans to move to producing monitoring reports in house with external review and recommendations supplied by an independent provider.

### C3 SERVICES

- C3.1 You must analyse the (breast screening, assessment and treatment) data provided to you for each monitoring period. The analysis will be done using calculation methods agreed in negotiation with the NSU and in accordance with the guidance in the BSA National Policy and Quality Standards. The analysis will interpret the BSA programmes and the eight Lead Providers' performance against monitoring indicators and targets.

- C3.2 You must:
- a. provide quantitative monitoring of the BSA programme against agreed national performance indicators and targets.
  - b. write computer scripts to analyse the (breast screening, assessment and treatment) data provided for each monitoring period and provide commentary.
    - i. the analysis will be done using calculation methods agreed in negotiation with the NSU and in accordance with the guidance in the BSA National Policy and Quality Standards.
    - ii. the analysis will interpret the BSA programme's and the eight Lead Providers' performance against monitoring indicators and targets.
  - c. validate the results of all indicator calculations by checking the numerical accuracy of the calculation against NSU indicator results.
  - d. prepare two sets of BSA Monitoring Reports.
  - e. provide recommendations for improvements to the programme based on the findings from the reports.
  - f. present the most recent set of BSA Monitoring Reports to the BSA Advisory Group and Māori Monitoring and Equity Group each year at the relevant meetings.
  - g. provide advice on epidemiological, statistical or breast screening issues to the Ministry on an as requested basis. [REDACTED]
  - h. provide advice on areas that could be explored further and the methodology for doing so, on an as requested basis.

- C3.3 As a minimum, the BSA Monitoring Reports must include the following information:
- a. comparative analysis of the breast screening data in the Data Extract against the National BSA Indicators and Targets, including:
    - i. analysis by age-group
    - ii. BSA Lead Provider and ethnicity (Māori for all indicators, and Pacific for indicators where the number of women is sufficient for robust analysis).
  - b. all indicator tables must include confidence intervals and Māori/non-Māori ratios for each result. Some indicators, where the number of Māori women is low, will require analysis and presentation of results for both two year and five year monitoring periods (for the total eligible population and Māori women respectively).
  - c. time-trend graphs for the total eligible population and by ethnicity for each BSA Lead Provider for selected indicators as agreed with the NSU.
  - d. indicator summary charts, including commentary, for each BSA Lead Provider for the current monitoring period, showing the percent difference from the target value for each indicator overall, and separately for Māori women.
  - e. individual BSA Lead Provider summaries to provide an overview on how each provider is achieving against indicator targets overall, and in particular for Māori women compared with non-Māori women. The summaries should note which indicators require continued focus by the Lead Provider to achieve both the target and equity.
  - f. the denominators used to calculate each percentage or rate presented within each table.
  - g. identification and highlighting of any statistically significant deviations from targets.
  - h. identification of issues around data collection, consistency and interpretation, where necessary to explain the results.
  - i. following input from the BSA Advisory Group and Māori Monitoring and Equity Group, make practical, factual, evidence- based and referenced recommendations to the Ministry regarding areas for further analysis.
  - j. a summary of findings for key stakeholders who are not clinicians or epidemiologists. This summary should be able to be read as a stand-alone document and be clear and accessible to a wide audience.
  - k. a separate document that contains only the tables with minimal commentary.
- C3.4 Unit level data will be provided in an anonymised form by the NSU. You will ensure that:
- a. the information is protected, by such security safeguards as it is reasonable in the circumstances to take, against:
    - i. loss; or
    - ii. access, use, modification, or disclosure, except with the authority of the National Screening Unit; or
    - iii. other misuse.
- C3.5 The NSU will make all best endeavours to provide the data or feedback within the time periods agreed between both parties. In the event that the Ministry does not provide the data or feedback to you on time, the Ministry will approve an extension of the due dates for the reports. The extension will correspond to the time of the delay.

C3.6 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 this costs will be shared equally.

#### C4 DELIVERABLES

C4.1 You will deliver the following:

	Description	Indicative date for delivery	
a.	Draft Monitoring Reports		
	<ul style="list-style-type: none"> <li>Screening and Assessment (for the monitoring period ending June 2015)</li> <li>Treatment (for the monitoring period ending June 2014)</li> </ul>	22 April 2016 20 May 2016	
	Presentation of draft Monitoring reports to the BSA Advisory Group and Māori Monitoring and Equity Group	At relevant meetings	
b.	Final Monitoring Reports		
	<ul style="list-style-type: none"> <li>Screening and Assessment (for the monitoring period ending June 2015)</li> <li>Treatment (for the monitoring period ending June 2014)</li> <li>A summary of the findings for key stakeholders who are not clinicians or epidemiologists</li> <li>Companion document containing data tables and minimal commentary</li> </ul>	31 July 2016 31 July 2016 31 July 2016 31 July 2016	
	c.	Draft Monitoring Reports	
	<ul style="list-style-type: none"> <li>Screening and Assessment (for the monitoring period ending June 2016)</li> <li>Treatment (for the monitoring period ending June 2015)</li> </ul>	17 March 2017 17 March 2017	
	Presentation of draft Monitoring reports to the BSA Advisory Group and Māori Monitoring and Equity Group	At relevant meetings	
d.	Final Monitoring Reports		
	<ul style="list-style-type: none"> <li>Screening and Assessment (for the monitoring period ending June 2016)</li> <li>Treatment (for the monitoring period ending June 2015)</li> <li>A summary of the findings for key stakeholders who are not clinicians or epidemiologists</li> <li>Companion document containing data tables and minimal commentary</li> </ul>	30 June 2017 30 June 2017 30 June 2017 30 June 2017	

#### C5. Reporting

C5.1 The contract manager will be the Team Leader Monitoring and Reporting, Kerry\_Sexton@moh.govt.nz.

There will be fortnightly catch ups and a contract review meeting in September.

You are expected to report as soon as you become aware of any issues that will impact on the allocated FTE resource required to complete the services above.



## C6 QUALITY MEASURES

- C6.1 You agree to exercise all due professional care and diligence in providing the Services under this Agreement in accordance with the standards of skill, care, and diligence normally practised by a suitably qualified and experienced provider performing services of a similar nature.
- C6.2 You must ensure that any written material, advice proffered and oral communication undertaken pursuant to this Agreement is:
- factually correct, evidence based and accurate;
  - clear, grammatically correct, and concise using plain English;
  - delivered to the Ministry by the dates agreed in clause 3 of this Agreement;
  - the result of careful consideration and a balanced analysis of all relevant information; and
  - to the satisfaction of the Ministry's designated representative.
- C6.3 You must conduct its work in such a manner that:
- results in the achievement of high standards and quality; and
  - contributes to a constructive relationship with other parties that the Provider works with.
- C6.4 You acknowledge that the work that is required under this Agreement will be carried out for a business environment that is subject to particular rules and laws. You shall at all times be bound by these rules and laws. These include but are not limited to the:
- Health Information Privacy Code 1994;
  - Health Act 1956;
  - Official Information Act 1982;
  - Privacy Act 1993;
  - Public Finance Act 1989; and
  - State Sector Act 1988.
- C6.5 The NSU will circulate the final draft reports to the BSA Advisory Group and Māori Monitoring and Equity Group then forward comments from those groups to you. You will ensure that the comments and suggestions are appropriately reflected in the final reports. You will ensure any factual errors identified are corrected.
- C6.6 You will use the Māori Monitoring and Equity Group to provide context on inequalities to the epidemiological analysis.
- C6.7 You will ensure that only the indicators and targets agreed with the NSU are used to calculate the performance of the BSA Programme and each Lead Provider.
- C6.8 You will ensure that the calculations of the performance, of the BSA Programme as a whole and of each Lead Provider, against indicators and targets are numerically accurate and are calculated according to the agreed indicator business rules.

