

NZ Public Health and Disability Act 2000

4 Treaty of Waitangi

In order to recognise and respect the principles of the [Treaty of Waitangi](#), and with a view to improving health outcomes for Maori, [Part 3](#) provides for mechanisms to enable Maori to contribute to decision-making on, and to participate in the delivery of, health and disability services.

Schedule 3

5 Training relating to members' obligations and duties

(1) A board that has elected or appointed to it a member or members not already familiar with the obligations and duties of a member of a board, Maori health issues, Treaty of Waitangi issues, or Maori groups or organisations in the district of the DHB concerned must fund and, to the extent practicable, ensure the member or members undertake and complete, training approved by the Minister relating to whichever of those matters the member or members are not familiar with.

(2) Any such board must keep an up-to-date record of the following matters:

(a) the name of each member of the board:

(b) the date on which each member of the board most recently came into office as a member of the board:

(c) any familiarity each member of the board has at that date with the obligations and duties of a member of a board, Maori health issues, Treaty of Waitangi issues, and Maori groups or organisations in the district of the DHB concerned:

(d) the nature of the training (if any) the board is required by subclause (1) to fund and, to the extent practicable, have any of its members undertake and complete:

(e) the date that training was completed or, if it is still in progress, the date on which it started and the date by which it is expected to have been completed or, if it has not yet started, the date on which it is expected to start.

(3) A board asked by the Minister to give him or her a copy of the record must comply with that request as soon as practicable, and no later than 5 working days after the request.

B: STANDARD CONDITIONS OF CONTRACT

INTRODUCTION

B1 Standard Conditions

- B1.1 Any Agreement you enter into with us will be deemed to include the following Standard Conditions.
- B1.2 If however any other terms in the Agreement directly conflict with these Standard Conditions, the other terms will have priority.
- B1.3 There is a glossary at the back of these Standard Conditions setting out definitions, interpretations and terms used.

B2 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 any Service Schedules to this Agreement

B3 Relationship Principles

- B3.1 The following values will guide us in all our dealings with each other under the Agreement:

Integrity – we will act towards each other honestly and in good faith.

Good communication – we will listen, talk and engage with each other openly and promptly including clear and timely written communication.

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.

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.

Accountability – we will each recognise the accountabilities that each of us have to our respective and mutual clients and stakeholders.

SECTION A GENERAL TERMS AND CONDITIONS

A1 MÄORI HEALTH

An overarching aim of the health and disability sector is the improvement of Mäori health outcomes and the reduction of Mäori health inequalities. You must comply with any:

- (a) Mäori specific service requirements;
- (b) Mäori specific quality requirements; and
- (c) Mäori 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 «CONTRACT_STARTDATE» to «CONTRACT_ENDDATE» unless ended earlier by either of us on the terms of this agreement.

A5 PROVISION OF SERVICES

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 We will pay you default interest on any amount due to you under this agreement and in arrears for more than 20 days at the base interest rate of our bankers plus 2% per year calculated from the due date for payment to the date of actual payment. You must first have given us an 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.