Sent by: Emma Tonks/MOH

08/07/2016 10:58 a.m.

To: Health Legal Executive Assistant/MOH@MOH,
cc:
bcc:

Subject: Request for legal advice

request_for_legal_advice_mhaps.doc

		Date	Author	Title
		02/06/2016	Emma Tonks	NHEW Business Case 2016
		08/07/2016	Emma Tonks	Service Specification

Hi

Please find attached a request for legal advice and links to the relevant documents.

Kind regards

Emma Tonks
Senior Contracts Manager
Mental Health and Addiction Services
Mental Health Service Improvement
Service Commissioning
Ministry of Health
DDI: 04 816 4460

mailto:emma_tonks@moh.govt.nz

REQUEST FOR LEGAL ADVICE TEMPLATE

To: Executive Assistant, Health Legal (Healthlegalexecutiveassistant@moh.govt.nz)

From: Emma Tonks, Senior Contract Manager
Mental Health & Addictions x 4460

Approving Manager: Derek Thompson, Team Leader
Mental Health & Addictions x 3934

*All requests **must** be approved by a Manager.*
By submitting this request, you are acknowledging that it has been approved by the named manager.

Date: 8 July 2016

Subject: Service Specification

Requested Urgency: **Routine**: within 10 working days
delete all but one option

Reason for Urgency:
for all but Routine requests, include reasons why the request is urgent, including any deadlines

Request:

- *Please review the service specification for a new contract.*
- *The contract is to provide administration assistance to the consumer advocacy group Nga Hau e Wha to enable them to meet quarterly and provide feedback to the Ministry six monthly. The service includes for example booking flights, arranging accommodation and other similar services*

Attached Documents:
Service Specification
Business Case

Related Requests:

*Before submitting this request you and your manager **must** have read the "Notes for completing a request for legal advice".*

Notes for completing a request for legal advice

Before You Submit a Request

Know your subject
Take a bit of time to get to know the subject area of your request. Find relevant background information and read it, so that you have the all the information before working out what the issue is that you need advice on.

Consider if this really is a legal issue. Health Legal receives many requests to resolve non-legal issues, or to carry out a staff member's role for them. Many "legal problems" turn out not to be legal problems, or problems at all, once staff have analysed the background, defined the issue, and identified the options for resolving the issue.

Discuss the issue with others
For all issues you should discuss the issue within your team or with other staff in the Ministry who do similar tasks and may have encountered similar problems and found solutions. Other parts of the Ministry may have the answer to your issue, or useful information to add, or need to be consulted so as to have input into the issue.

Familiarise yourself with relevant documents
You should familiarise yourself with the information available on MOH@WK and other sources, such as legislation, the Cabinet Office Manual and Cabinet Office Circulars. You do not need to be a lawyer to read these documents; they have been designed for line staff to use. If you do not know how to access these documents, ask your manager.

Describing Your Request

You should describe your request in sufficient detail so that a person unfamiliar to the issue would immediately understand the request. Test it out on someone who is unfamiliar with the issues. You should give your own view on the issue and your reasons for it in your request.

You should provide all directly relevant background information. If you are submitting the request electronically, these can be included as attachments or links.

Requested Priority

We will try to provide a response to help you resolve the issue within the timeframe you request or, at the least, will discuss this with you well before your deadline. When a request is urgent, you must outline the reasons for the urgency so that we can properly prioritise your request against other requests we receive.

Be sure to include any deadlines you need to meet, in your request.

Manager's Approval

The Ministry's Executive Team requires that requests for legal advice must be signed off by managers.

What Happens Once Your Request is Made?

We will log your request into the Health Legal system and assign it to a solicitor (usually the same day, depending on the time of day it was received). We will email you when we do this.

The solicitor assigned to your request will contact you to discuss: your request; your timing or urgency expectations; and any further information that they may need to advise you on your issue.

Procurement Document Control

Document Information

Key Document Data	
Document ID	*MOH@WK stage' location' and*
Document Owner	Ministry of Health Procurement & Contracts Team
Issue Date	
Last Saved Date	
Lotus Notes File Location	*The actual location of the master document in Lotus Notes*

Document History

Version	Issue Date	Changes
0.1		DRAFT
1.0		Initial release
2.0		*List all changes made in this space*

Annual Document Review

Role	Name	Review Status / Date
Senior Procurement Specialist		

Document Sign-off

Role	Name	Sign-off Date
Procurement & Contracts Manager		
Subsequent versions signed off below original signature		
Subsequent versions signed off below original signature		
Subsequent versions signed off below original signature		

Light Business Case

Management of Quarterly Meetings of the four Regional Consumer Networks (Ngā Hau e Whā)

This business case:

Sets out the justification for procuring the management of quarterly meetings of the four regional consumer networks (Ngā Hau e Whā) to provide sector intelligence on consumer experience and peer support to the Ministry.

For a contract worth $144,000 (GST excl)

Prepared by:	Emma Tonks
Prepared for:	Public Health and Health Improvement Funding Board
Date:	31 May 2016
Version:	1.0
Status:	Draft

Contents

Section 1: Document Control

The purpose of this document is to provide information to justify the procurement of the management and coordination services for the quarterly meetings and processes of Ngā Hau e Whā, which comprises of the four regional mental health and addiction consumer networks in New Zealand. This service is to be provided by Mental Health Advocacy and Peer Support which is estimated to have a contract lifetime cost of $144,000

Document Information	
Document ID	
Documents Owner	Emma Tonks
Issue Date	
Last Saved Date	02/06/2016
File Name	

Document History

Version	Issue Date	Changes

Document Review

Role	Name	Review Status
Project Manager		

Document Sign-off

Role	Name	Sign-off Date
Project Manager	Emma Tonks	
Senior Responsible Owner/ Project Executive	Rod Bartling	

Supporting Documents:

Section 2: Summary

2.1 Background

Ngā Hau e Whā consists of two representatives from each of the four regional consumer networks and was established to enable the networks to learn from each other in order to strengthen the consumer voice and improve consumer engagement and involvement locally, regionally and nationally.

Ngā Hau e Whā are increasingly providing the Ministry and other agencies with sector intelligence and representation in the development and implementation of key projects and strategies. The current Chair is on the External Reference Group for Rising to the Challenge.

The original contract was held by The Council for Mental Well-Being Trust. This had been in place since 2008, in 2012 they advised the Ministry that they no longer wished to provide management and coordination services.

The services were put out to a closed procurement process and a new provider was selected in 2012. The current contract for the management and coordination services is held with HealthShare Limited and is due to expire 30 June 2016.

HealthShare Limited have advised the Ministry that they no longer wish to provide this service. The members of Ngā Hau e Whā were consulted and Mental Health Advocacy and Peer Support (MHAPS) were approached as they provide this service for another organisation.

2.2 Purpose

The purpose of this business case is to advance the Government's Strategic objectives and action points in the Mental Health and Addictions Service Development Plan (SDP) 2012-2017 *Rising to the Challenge* and The New Zealand Health Strategy, People Powered, *Support the Consumer Movement and* establish a contract over 3 years.

The business case follows the Treasury Better Business Cases guidance and is organised around the five case models.

2.3 What the Ministry wants to purchase?

The proposed procurement will include the management and coordination of quarterly Ngā Hau e Whā meetings and processes. The outputs for this service are:

- Provision of a secretariat service for the management and coordination of quarterly Ngā Hau e Whā meetings including arranging dates, times and agendas for the meetings, funding and arranging suitable return flights for the representatives of each of the regional consumer networks, accommodation, airport transfers, venue hire, catering and any other services required for the effective and efficient management of the quarterly Ngā Hau e Whā meetings
- Improved service responsiveness to the needs of consumers and service users of mental health and addiction services and their families and whanau

- Consumer and peer support input into key pieces of work being undertaken within the Ministry
- Consumer and peer support services can share best practice from a national perspective providing an opportunity to showcase and learn about innovation
- The Ministry will be cognisant of national issues and challenges in respect to consumer advisory and peer support input into service development

This service will be delivered in the form of six six-monthly narrative reports due in January and July of each year.

2.4 How much will it cost?

Proposed Funding Breakdown

Item	Amount
Management and coordination services of the quarterly Ngā Hau e Whā meetings at a cost of $48,000 per annum for the period 01 July 2016 to 30 June 2019	**$144,000.00**
Total for period 01 July 2016 – 30 June 2019	**$144,000.00**

Expenditure Item	Approximate Cost
Travel – (airfares, taxis, etc)	$18,800
Accommodation	$4,800
Venue hire, catering and other meeting costs	$6,400
Administration allocation	$3,880
Meeting fees	$6,120
Overheads	$8,000
Total	**$48,000 per annum**

2.4 When is it needed?

The contract will cover the period **1 July 2016** to **30 June 2019**.

Section 3: Strategic Case (Case for Change)

3.1 Goals

The purchase is required because it will meet the following Government strategies or policies:

- **Mental Health and Addiction Service Development Plan (SDP) 2012-2017: Rising to the Challenge.**
  The SDP articulates the Government's policy priorities in health funded services
  - Actively involve people who use services and their family/whānau in planning for their Mental Health(MH) and Alcohol and Other Drugs(AOD) services, so that services have the best chance of being well utilised, experienced as helpful and achieving the intended outcomes
  - The service for family and whānau will be carried out in the context of the transition to potentially new policies which build upon previous mental health and addiction strategies and action plans (Te Tāhuhu and Te Kōkiri)
- **The New Zealand Health Strategy, The Roadmap of Actions, People Powered**
  The people-powered theme reflects the Government's priority of delivering 'better public services' and the opportunity to achieve this through taking more people-centred approaches to providing health services. A people-powered system will involve people not only as users of health services but also as partners in health care. It will support and equip all New Zealanders to be informed about and involved in their own health
  - **Support the consumer movement**
    Action 3
    Engage the consumer voice.
    Ask the public what dimensions of service delivery and wellbeing are most important to them and use this information to report on progress against the Health Strategy.
    Build local responses to issues raised during Health Strategy consultation that need to be dealt with at a local or regional level.
    Increase participation in the health system by priority groups.
    Actively involve people who use services and their family/whānau in planning for their Mental Health(MH) and Alcohol and Other Drugs(AOD) services, so that services have the best chance of being well utilised, experienced as helpful and achieving the intended outcomes

3.2 Status Quo

The Ministry has been engaging with Ngā Hau e Whā since 2008 via management and coordination contracts. There have been no concerns about the organisations ability to meet the requirements of the agreement and the six monthly reports have been detailed and to a high standard.

Section 4: Economic Case (Options)

Options analysis

4.1(a) The possible options

The different options of goods or services (including the goods or services proposed) that could be procured to meet the objectives of the proposed purchase are:

Options	Description of Options
Option A	The Ministry to fund MHAPS for the following three financial years (2016/17, 2017/18 and 2018/19) through Direct Sourcing, to continue to provide the management and coordination services of the quarterly Ngā Hau e Whā meetings.
Option B	The Ministry to pursue an open tender procurement process through the Government Electronic Tendering System (GETS)
Option C	The Ministry to stop funding the Ngā Hau e Whā meetings, and the money re-allocated elsewhere within the Ministry.
Option D	The Ministry to fund MHAPS for one financial year with a two year extension dependent upon satisfactory performance.

4.1(b) Strengths and weaknesses of each option

The strengths and weaknesses of each of the possible options are:

Options	Strengths and Weaknesses
Option A	**Strengths** • Given the small annual value of this service, funding MHAPS provider is the most cost effective method of procurement • MHAPS already has an understanding of the services required, and has the adequate skills to undertake the services required as they provide this service for another organisation • Ngā Hau e Whā have a relationship with MHAPS • Given that Ngā Hau e Whā are a consumer advocacy group the most appropriate collaboration would be with an NGO in the mental health sector to demonstrate that they are independent from the District Health Boards **Weaknesses** • The Ministry are unable to assess all the potential providers in the market
Option B	**Strengths** • An open tender procurement process would give the Ministry confidence it has a contract with the best provider. **Weaknesses** • Pursuing an open tender procurement process through GETS comes with additional costs. • If an alternative provider was selected it would be disruptive for Ngā Hau e Whā as they would need to develop and establish another new relationship with their funder • The procurement process takes time and this would impact on Ngā Hau e Whā's first quarterly meeting

Option C	**Strengths** • No strengths identified **Weaknesses** • The Ministry will not be able to obtain consumer input and sector intelligence into key pieces of work in the mental health and addiction sector • The consumer and peer support voice will not be heard at local, regional and national levels • A lack of national coordination and collaboration may result in duplication of services at a local level
Option D	**Strengths** • As Option A • Extension is dependent upon performance if poor performing an open tender process can be entered into **Weaknesses** • As Option A

4.1(c) The best option

Given the analysis above, the preferred option is:

- Option D

4.1(d) Value for money

On the basis of the analysis above, the best option identified represents value for money and is the preferred option – its procurement is recommended for approval.

Section 5: Financial Case (Funding the Change)

The proposed procurement will result in a national overview of sector intelligence and policy advice on issues that are relevant to families and whānau who have a family member who has experience with mental illness being provided over a three year period from **1 July 2016** to **30 June 2019**.

6.1 Estimated Cash Flow

The Ministry estimates the annual cost to be around $48,000.

If the contract is renewed to the end of its full **3** year term the total contract value is likely to be approximately $144,000 (excl GST).

The financial analysis of the preferred option demonstrates that it is affordable.

Appropriate contingencies have been made for risks and uncertainties.

Total Estimated Cost (Excl GST):				$144,000
Financial Years and amounts for whole of contract life:		☐	**2016/17:**	$48,000
		☐	**2017/18:**	$48,000
		☐	**2018/19:**	$48,000
		☐	**2019/20:**	$
Funding Types and Amounts:		☐	**DE**	$
		☐	**NDE**	$144,000
		☐	**NDOE**	$
		☐	**Other**	$
CAPEX[1] Amount	[approval number]	☐		$
Funding Profile		**Directorate/BU**		Service Commissioning
		Cost Centre		
		GL Code		

[1] CAPEX Requires a Capital Approval Form – quote the Approval Number.

Section 6: Management Case (Delivering the Change)

7.1 Stakeholders

The key stakeholders involved in this process include:

Ministry of Health

- Rod Bartling, Group Manager, Mental Health Service Improvement Group
- Derek Thompson, Team Leader, Mental Health and Addictions
- Emma Tonks, Senior Contract Manager, Mental Health and Addictions

7.2 Implementation

The intended outcome of this procurement is to provide financial and administrative support to Ngā Hau e Whā to enable them to identify and reflect the consumer voice to the Ministry and allow participation in discussion forums with the Ministry over a three year period from **1 July 2016** to **30 June 2019**.

A contract management plan will be developed to ensure that the procurement outcomes are achieved. The contract management plan will include the following components

- **Governance:** This will outline the roles and responsibilities for the contract owner, contract manager and users.
- **Contract Management:** This will outline performance indicators, reporting requirements, issue escalation and process to be used to identify opportunities for improvement and cost containment.
- **Contract Administration:** This will identify key points of contact and their roles within the contract.

Performance will be monitored through six monthly reporting.

Next Steps

This business case seeks formal approval from Public Health and Health Improvement Funding Board to approve funding of the preferred option of a direct source procurement with MHAPS

Section 8: Risks

A range of procurement risks are identified in the tables below.

The known high level risks involved in the purchase are:

High level risks	Mitigation Strategies
The Ministry are unable to fund Ngā Hau e Whā direct. Therefore without the financial and administrative contract they would not be able to meet and provide reports/intelligence to the Ministry. Closure of the organization would have the following significant political risks: • Government's high level priorities and objectives with regards to People Power and putting the consumer at the heart of what we do would not be met. • lack of intelligence and information to the Ministry to inform decision making for consumers and peer support in mental health and addiction treatment services • lack of an understanding of the mental health and / or addiction issues facing consumers and peer support in the community • negative media exposure	These risks can be managed by ensuring the continuation of the service nationally.
Closure of Ngā Hau e Whā would mean that the Ministry would lose the national oversight on issues affecting consumers and peer support in mental health and addiction services	These risks can be managed by ensuring the continuation of the service nationally.

The known operational risks involved in the purchase are:

Operational risks	Mitigation Strategies
Contract risks: no known contract risks	Contract managed closely with six monthly performance monitoring reports and six monthly provider meetings
Conflicts of interest: no known conflicts of interest	No known conflicts of interest
Exit or transition risks: no known exit or transition risks	No known exit or transition risks. The standard terms and conditions will be applied.

Relationship risks: no long term plan to fund Ngā Hau e Whā could mean: • a lack of intelligence and information, and the issues about consumers and peer support in mental health and addiction services • negative media exposure around consumers and peer support in mental health and addiction services	These relationship risks will be managed through: • continue to fund Ngā Hau e Whā for another three financial years through the financial and administrative contract that this Business Case relates to • closely monitor "Supporting Families in Mental Illness" (SFNZ) through performance monitoring reports and meetings • prepare a long term plan to continue to fund SFNZ, based on current performance and success to identify and deal with challenges of families and whānau with mental illness,
Other risks: Nil	Nil

8.1 What risks will the procurement mitigate?

The procurement will mitigate the risks of:

- This group not being able to meet. If this group were not able to function, the Ministry would have to contract consumer and peer support input on an individual project basis which would lead to higher overall costs. Issues and challenges in respect to consumer advisory and peer support will not be taken into account in mental health service development. The Ministry will not be able to be responsive to the needs of consumers and service users of mental health and addiction services, and their families and whānau.

SC Business Case & Procurement Plan Peer Review

BC ref#	
Procurement title	Management of Quarterly Meetings of the Four Regional Consumer Networks (Nga Hau e Wha)
SC team	Mental Health
Name of peer reviewer	Natu Levy
Date of peer review	8 June 2016

BCPP section	Provide peer review comments below ⬇	Author to document if PR comments addressed
MBIE review	• [Does the business case need to be reviewed by the P&C team and MBIE? i.e. $5 million and above]	N/A value is well under $5m threshold.
Approvals	• [Confirm the correct DFA]	Yes, within GM (Mental Health Service Improvement) delegation.
Rationale for Procurement	• [Is it clear **What** is to be procured and **Why** it is required – what Need is to be addressed?]	**What:** the management and coordination of quarterly Nga Hau e Wha meetings and processes **Why:** provides centralised function and forum for regular consumer network meetings to occur. **How:** Direct sourcing through an NGO "Mental Health Advocacy and Peer Support (MHAPS)".
Options Analysis & Risk Analysis	• [Is the recommended option the most effective solution to address the identified Need based on the evidence provided?] • [Have Risks been identified and mitigations developed?]	**Option A:** has been identified (direct sourcing) as the preferred option. The weaknesses on Option B could be strengthened ie: why can't the closed tender process of 2012 be repeated? If it can be repeated, then the weakness for Option A is less clear.
Stakeholders	• [Confirm the RACI chart is completed with a clear project owner(s) and relevant involved parties] • [Comment on any involved parties that are not listed, and any potential issues regarding stakeholder buy-in]	Internal stakeholders have been identified. The BC refers to input from Nga Hau e Wha – potentially they are a stakeholder as well.
Health Equity / Health Literacy	• [Does the procurement represent linkages to health equity and/or health literacy? • [Is there specific part of the procurement that demonstrates He Korowai Oranga, 'Ala Mo'ui (or similar) by the procurement?]	There is no specific reference to health equity / literacy. It can be helpful to identify the range of consumer groups, is there Kaumatua / kuia support to organisers, what does MHAPs do that is inclusive supports cultural environments for engagement, are any meetings organised or held on Marae, what kind of prior experience does MHAPs have with other vulnerable populations – refugees, new migrants etc.
Financial	• [Confirm funding type is correct and all budgeted costs have been itemised to a useful level of detail]	Budget breakdown has been provided. While they are quarterly meetings, what is the average duration (ie is it one day or several etc)
Market Analysis	• [Is there evidence the supplier market is well-understood, including the Ministry's position and relative influence within it?]	Consider how we arrive at direct sourcing, what we know about MHAPs, and do we have the level of assurance that this market is a particular niche that only this provider can deliver?
Procurement Type, Method & Rationale	• [Is the procurement type clear and appropriate?]	**Procurement**: direct sourcing has been identified. **Evidence:** discussed with author.
Evaluation Criteria / Panel	N/A	N/A
Probity & Conflicts of Interest	• Have probity considerations been sufficiently managed?	Yes
Timeframes	• [Are the proposed timeframes up to the award of a contract realistic or pressured?]	Yes **but** will still be **subject** to: (i) approval through MIC process, (ii) agreement generated by Sector Services (iii) agreement is fully signed before the start date.
Other Comments	• [If any]	See suggested track changes and notes.

SERVICE SPECIFICATION
Management of Quarterly Meetings of Nga Hau E Wha to provide Sector Intelligence from consumers to the Ministry of Health

Background

Nga Hau E Wha consists of two representatives from each of the four regional consumer networks and was established to enable the networks to learn from each other in order to strengthen the consumer voice and improve consumer engagement and involvement locally, regionally and nationally.

Nga Hau E Wha also contributes to the following Mental Health Commission and Ministry of Health strategic policy documents:

- Blueprint II Improving mental health and wellbeing for all New Zealanders: How things need to be
- Rising to the Challenge: The Mental Health and Addiction Service Development Plan 2012-2017

Services to be provided under this Agreement

The Ministry of Health (the Ministry) requires Mental Health Advocacy and Support ("you") to be responsible for the management and coordination of quarterly Nga Hau E Wha meetings and processes ("the Services").

The objectives of these services are:

- Nga Hau E Wha will provide sector intelligence from the perspective of people with lived experience to the Ministry
- Nga Hau E Wha will be able to coordinate input into strategic documents and key pieces of work within the sector and those developed by the Ministry to provide a consumer perspective
- Nga Hau E Wha will provide input and comment on strategic service developments proposed by the Ministry to ensure responsiveness to the needs of those with lived experience
- Nga Hau E Wha will provide an overview of national issues or challenges identified by consumers that will also include peer support services
- Nga Hau E Wha will provide an overview of areas of best practice as identified by consumers
- Nga Hau E Wha will develop and maintain relationships with key stakeholders in the sector.

Output 1: Management and coordination of quarterly Nga Hau e Wha meetings and processes

1.1 You will provide a secretarial service for the management and coordination of quarterly Nga Hau E Wha meetings and processes including:

- Agreeing dates, times and agenda for meetings with the Nga Hau E Wha members.
- Funding and arranging suitable return flights for the representatives, accommodation, airport transfers, venue hire, catering and any other services required for the effective and efficient management of the quarterly Nga Hau E Wha meetings

1.2 The meetings of Nga Hau E Wha will include two representatives from each of the following areas:

- Northern Region
- Midland Region
- Central Region
- Southern Region

These regions are defined as the DHB regions.

Representatives from these regions will usually be mandated by the established consumer networks in those regions. In the absence of established network organisations, or in the event that those organisations do not mandate representatives to Nga Hau E Wha, then representatives from those regions shall be selected following the processes described in Nga Hau E Wha's Terms of Reference. Nga Hau E Wha are responsible for recruiting representatives to the group.

1.3 You will ensure that the agenda for meetings is structured to enable the representatives identified in 1.2 to learn about consumer networking activities in each other's regions and collaborate to strengthen their capacity for their experiences to be shared at local, regional and national levels. The agenda will also provide opportunities to discuss national issues, and link with other key strategic partners.

1.4 From time to time you may invite the Ministry of Health or other agencies to attend meetings.

1.5 You will operate in a way that is consistent with and furthers the Terms of Reference of Nga Hau E Wha.

1.6 The contract concerns only the management and coordination of quarterly meetings of Nga Hau E Wha; any documents or communications produced by Nga Hau E Wha at (or as a result of) any meetings held to fulfil this contract are entirely owned by Nga Hau E Wha. In instances where the Ministry considers that material produced by Nga Hau E Wha should be distributed to other stakeholders, the Ministry will seek the agreement of Nga Hau E Wha before doing so.

1.7 You will provide an overview of national issues or challenges in the Mental Health and Addiction sector as identified by people with lived experience.

1.8 You will provide an overview of areas of best practice in the Mental Health and Addiction sector as identified by people with lived experience.

1.9 You will provide an overview of changes or developments that Nga Hau E Wha believe have been generated out of Rising to the Challenge.

Output 2: Six monthly reporting

2.1 You will provide six-monthly reports in partnership with Nga Hau E Wha to the Senior Contract Manager on the outputs described in this specification.

2.2 The six-monthly reports will include a record of the dates of meetings held in the 6 months and names of attendees from each region.

2.3 As a minimum the six monthly reports will include the following information:

- an overview of the areas identified in 1.7,1.8 and 1.9

- consumer sector feedback to the Ministry on the strategic direction of mental health and addictions
- any other information you would like the Ministry to be aware of

2.4 You will work closely with Nga Hau E Wha to agree on the process for the development of the six-monthly reports, and a final copy will be made available to Nga Hau E Wha for comment before being sent to the Ministry of Health.

2.6 While you have responsibility for submitting the six-monthly reports, the Ministry expects that compiling the reports will be the collective responsibility of those people who attended each meeting of Nga Hau E Wha.

2.7 The six-monthly reports will be provided to the Senior Contract Manager, Mental Health Programmes, Mental Health & Addiction Programmes, Sector Capability and Implementation, Ministry of Health, PO Box 5013, Wellington on the dates listed below:

Period	**Report due date**
01 July 2016 to 31 December 2016	20 January 2017
01 January 2017 to 30 June 2017	20 July 2017

2.8 You will also provide a six-monthly expenditure report. This report will include expenditure as follows:

Expenditure Item	**Approximate Cost**
Travel – (airfares, taxis, etc)	$
Accommodation	$
Venue hire, catering and other meeting costs	$
Administration allocation	$
Meeting fees	$
Overheads (MHAPS Fee)	$
Total	**$**
Cumulative Total to Date	**$**

Funding

3.1 For the period 1 July 2016 to 30 June 2017, you will provide the services under this Agreement for $48,000 per annum (GST exclusive) with a total of $48,000 (GST exclusive).

3.2 Payment of Funding is dependent on delivery of the Services in accordance with the requirements of this Service Specification, including receipt of satisfactory reports as specified in clause 2.1of this Service Specification.

3.3 The Funding will be paid in equal monthly instalments in arrears.

Application of Funding

3.4 You agree to apply 100% of the funds in accordance with this Agreement.

3.5 Any surplus (including any interest accrued) not applied by the expiry or termination of this Agreement will be returned to us or applied to further Nga Hau E Wha activity as we agree with you in writing.

Sent by: Dennis Shum/MOH

13/07/2016 02:33 p.m.

To: Emma Tonks/MOH@MOH,
cc:
bcc:

Subject: Service specifications Nga Hau E Wha - 20160501

Hi Emma

Your request for legal advice refers. Please see my attache comments.

[Attachment withheld under section 9(2)(h) of the Act]

- Microsoft_Word_Document1.doc

Kind regards
Dennis

Dennis Shum / Senior Legal Adviser / Health Legal
Protection Regulation & Assurance
Ministry of Health
DDI: 04 816 2139
http://www.moh.govt.nz
mailto:Dennis_@xxx

-

Sent by: Emma Tonks/MOH

14/07/2016 11:06 a.m.

To: Mark Coburn/MOH@MOH,
cc:
bcc:

Subject: MHAPS Service Specification

Emma Tonks
Senior Contracts Manager
Mental Health and Addiction Services
Mental Health Service Improvement
Service Commissioning
Ministry of Health
DDI: 04 816 4460

http://www.moh.govt.nz/
mailto:Emma_Tonks@moh.govt.nz

- MHAPS Service Specification.doc

SERVICE SPECIFICATION

Management of Quarterly Meetings of Nga Hau E Wha to provide Sector Intelligence from consumers to the Ministry of Health

Background

Nga Hau E Wha consists of two representatives from each of the four regional consumer networks and was established to enable the networks to learn from each other in order to strengthen the consumer voice and improve consumer engagement and involvement locally, regionally and nationally.

Nga Hau E Wha also contributes to the following Mental Health Commission and Ministry of Health strategic policy documents:

- Blueprint II Improving mental health and wellbeing for all New Zealanders: How things need to be
- Rising to the Challenge: The Mental Health and Addiction Service Development Plan 2012-2017

Services to be provided under this Agreement

The Ministry of Health (the Ministry) requires Mental Health Advocacy and Support ("you") to be responsible for the management and coordination of quarterly Nga Hau E Wha meetings and processes ("the Services").

The objectives of these Services are to enable Nga Hau E Wha to:

- provide sector intelligence from the perspective of people with lived experience to the Ministry
- be able to coordinate input into strategic documents and key pieces of work within the sector and those developed by the Ministry to provide a consumer perspective
- provide input and comment on strategic service developments proposed by the Ministry to ensure responsiveness to the needs of those with lived experience
- provide an overview of national issues or challenges identified by consumers that will also include peer support services
- provide an overview of areas of best practice as identified by consumers
- develop and maintain relationships with key stakeholders in the sector.

Output 1: Management and coordination of quarterly Nga Hau e Wha meetings and processes

1.1 You will provide secretarial services for the management and coordination of quarterly Nga Hau E Wha meetings and processes including:

- Agreeing dates, times and agenda for meetings with the Nga Hau E Wha members.
- Funding and arranging suitable return flights for the representatives, accommodation, airport transfers, venue hire, catering and any other services required for the effective and efficient management of the quarterly Nga Hau E Wha meetings

1.2 You will ensure that the Nga Hau E Wha meetings include two representatives from each of the following areas:

- Northern Region
- Midland Region
- Central Region
- Southern Region

These regions are defined as the DHB regions.

Representatives from these regions will usually be mandated by the established consumer networks in those regions. In the absence of established network organisations, or in the event that those organisations do not mandate representatives to Nga Hau E Wha, then representatives from those regions shall be selected following the processes described in Nga Hau E Wha's Terms of Reference. Nga Hau E Wha are responsible for recruiting representatives to the group.

1.3 You will ensure that the agenda for meetings is structured to enable the representatives identified in clause 1.2 to learn about consumer networking activities in each other's regions and collaborate to strengthen their capacity for their experiences to be shared at local, regional and national levels. The agenda will also provide opportunities to discuss national issues, and link with other key strategic partners.

1.4 From time to time you will invite officials from the Ministry of Health or other agencies to attend meetings with NgaHau E Wha?.

1.5 You will operate in a way that is consistent with and furthers the Terms of Reference of Nga Hau E Wha.

1.6 This Agreement concerns only the management and coordination of quarterly meetings of Nga Hau E Wha; any documents or communications produced by Nga Hau E Wha at (or as a result of) any meetings held to fulfil this contract are owned by Nga Hau E Wha. In instances where the Ministry considers that material produced by Nga Hau E Wha should be distributed to other stakeholders, the Ministry will seek the agreement of Nga Hau E Wha before doing so.

1.7 You will provide an overview of national issues or challenges in the Mental Health and Addiction sector as identified by people with experience in that sector.

1.8 You will provide an overview of areas of best practice in the Mental Health and Addiction sector as identified by people with experience in that sector.

1.9 You will provide an overview of changes or developments that Nga Hau E Wha believe have been generated out of Rising to the Challenge.

Output 2: Six monthly reporting

2.1 You will provide six-monthly reports in partnership with Nga Hau E Wha to the Ministry's Senior Contract Manager on the outputs described in this specification.

2.2 The six-monthly reports will include a record of the dates of meetings held in the preceding six months and names of attendees from each region.

2.3 As a minimum the six monthly reports will include the following information:

- an overview of the areas identified in clauses 1.7,1.8 and 1.9
- consumer sector feedback to the Ministry on the strategic direction of mental health and addictions
- any other information you would like the Ministry to be aware of

2.4 You will work closely with Nga Hau E Wha to agree on the process for the development of the six-monthly reports, and a final copy will be made available to Nga Hau E Wha for comment before being sent to the Ministry.

2.6 While you have responsibility for submitting the six-monthly reports, the Ministry expects that compiling the reports will be the collective responsibility of those people who attended each meeting of Nga Hau E Wha.

2.7 The six-monthly reports will be provided to the Ministry's Senior Contract Manager, Mental Health Programmes, Mental Health & Addiction Programmes, Sector Capability and Implementation, Ministry of Health, PO Box 5013, Wellington on the dates listed below:

Period	**Report due date**
01 July 2016 to 31 December 2016	20 January 2017
01 January 2017 to 30 June 2017	20 July 2017

2.8 You will also provide a six-monthly expenditure report. This report will include expenditure as follows:

Expenditure Item	**Approximate Cost**
Travel – (airfares, taxis, etc)	$18,800

Accommodation	$4,800
Venue hire, catering and other meeting costs	$6,400
Administration allocation	$3,880
Meeting fees	$6,120
Overheads (MHAPS Fee)	$8,000
Total	**$48,000**
Cumulative Total to Date	**$**

Funding

3.1 For the period 1 July 2016 to 30 June 2017, you will provide the Services under this Agreement for up to a total amount of forty eight thousand dollars only ($48,000.00) per annum (GST exclusive) (the Funding).

3.2 Payment of Funding is dependent on delivery of the Services in accordance with the requirements of this Service Specification, including receipt of satisfactory reports as specified in clause 2.1of this Service Specification.

3.3 The Funding will be paid in equal monthly instalments in arrears.

Application of Funding

3.4 You agree to apply 100% of the Funding in accordance with this Agreement.

3.5 If, upon the expiry or termination of this Agreement, you have any surplus (including any interest accrued) Funding, you will repay the surplus to us, or with our prior agreement, apply the surplus to further Nga Hau E Wha activity.

Sent by: Derek Thompson/MOH

07/07/2016 03:18 p.m.

To: Rod Bartling/MOH@MOH,
cc: Emma Tonks/MOH@MOH,
bcc:

Subject: Fw: Ministry Investment Committee - Decisions and Actions from 4 July meeting

Hi Rod

Nga Hau Eh Wha 1 year has been communicated and is not a problem so far

kind regards
Derek Thompson
Team Leader
Mental Health and Addiction
Mental Health Service Improvement Group
Sector Capability and Implementation
DDI: 04 816 3934

----- Forwarded by Derek Thompson/MOH on 07/07/2016 03:17 p.m. -----

From: Rod Bartling/MOH
To: Florence Leota/MOH@moh, Derek Thompson/MOH@moh, Peter Kennerley/MOH@moh, Kate Charles/MOH@moh, Richard Taylor/MOH@moh,
Date: 07/07/2016 03:10 p.m.
Subject: Fw: Ministry Investment Committee - Decisions and Actions from 4 July meeting

Generally positive.

Derek let me know if 1 year is a problem

Florence :-)

Sent from my BlackBerry 10 smartphone.

From: Chris Picard <Chris_xxxxxx@xxx.xxxx.xx>
Sent: Thursday, 7 July 2016 12:17 PM
To: Ministry Investment Committee
Cc: Kylie McArtney; Alex Bass
Subject: Ministry Investment Committee - Decisions and Actions from 4 July meeting

Decisions and Actions from the 4 July Ministry Investment Committee attached.

(See attached file: 1a MiC 4 July 2016 Decisions and Actions Final.docx)

Regards

Chris

Chris Picard
Senior Advisor
Board and Projects
Critical Projects
Ministry of Health
DDI: (04) 8163971

Mobile: s 9(2)(a)

http://www.moh.govt.nz

mailto:Chris_Picard@moh.govt.nz1a MiC 4 July 2016 Decisions and Actions Final.docx

Ministry Investment Committee – Decisions and Actions

Date:	Monday 4 July 2016
Time:	**11.00am – 12.00pm**
Location:	Room 2-12, 1 The Terrace
Chair:	Michael Hundleby
Members:	Bronwyn Croxson, Cathy O'Malley, David Tonks, Gabrielle Baker, Jill Lane, Peter Jones, Phil Knipe, Sarah Halpin, Stephen O'Keefe
Apologies:	Michael Hundleby, Peter Jones, Sarah Halpin, Gabrielle Baker.
General Business	
Out of scope	[redacted]

	Out of scope
3e	**SC – Mental Health and Addictions** **Sector Intelligence - Nga Hau e Wha (NHEW) - consumer advocacy group** Approved for 1 year only.
	Out of scope

SERVICE SPECIFICATION

Management of Quarterly Meetings of Nga Hau E Wha to provide Sector Intelligence from consumers to the Ministry of Health

Background

Nga Hau E Wha consists of two representatives from each of the four regional consumer networks and was established to enable the networks to learn from each other in order to strengthen the consumer voice and improve consumer engagement and involvement locally, regionally and nationally.

Nga Hau E Wha also contributes to the following Mental Health Commission and Ministry of Health strategic policy documents:

- Blueprint II Improving mental health and wellbeing for all New Zealanders: How things need to be
- Rising to the Challenge: The Mental Health and Addiction Service Development Plan 2012-2017

Services to be provided under this Agreement

The Ministry of Health (the Ministry) requires Mental Health Advocacy and Support ("you") to be responsible for the management and coordination of quarterly Nga Hau E Wha meetings and processes ("the Services").

The objectives of these Services are to enable Nga Hau E Wha to:

- provide sector intelligence from the perspective of people with lived experience to the Ministry
- be able to coordinate input into strategic documents and key pieces of work within the sector and those developed by the Ministry to provide a consumer perspective
- provide input and comment on strategic service developments proposed by the Ministry to ensure responsiveness to the needs of those with lived experience
- provide an overview of national issues or challenges identified by consumers that will also include peer support services
- provide an overview of areas of best practice as identified by consumers
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Application of Funding

3.4 You agree to apply 100% of the Funding in accordance with this Agreement.

3.5 If, upon the expiry or termination of this Agreement, you have any surplus (including any interest accrued) Funding, you will repay the surplus to us, or with our prior agreement, apply the surplus to further Nga Hau E Wha activity.

Sent by: Emma Tonks/MOH

29/07/2016 11:06 a.m.

To: Mark Coburn/MOH@MOH,
cc:
bcc:

Subject: Re: Mental Health Advocacy and Peer Support Trust - 356272-00 - Link

Hi Mark

Have checked and it seems ok to me

Emma Tonks
Senior Contracts Manager
Mental Health and Addiction Services
Mental Health Service Improvement
Service Commissioning
Ministry of Health
DDI: 04 816 4460

http://www.moh.govt.nz/
mailto:Emma_Tonks@moh.govt.nz

Mark Coburn Ready for checking 29/07/2016 10:28:20 a.m.

From: Mark Coburn/MOH
To: Emma Tonks/MOH@MOH,
Date: 29/07/2016 10:28 a.m.
Subject: Mental Health Advocacy and Peer Support Trust - 356272-00 - Link

Ready for checking

		Date	Author	Title
		28/07/2016	Salena Branson	Mental Health Advocacy and Peer Support Trust - 356272-00

Mark Coburn
Contracts Administrator
Mental Health and Addiction Services
Mental Health Service Improvement
Service Commissioning
Ministry of Health
DDI: 04 816 2041

mailto:mark_coburn@moh.govt.nz

Sent by: Salena Branson/MOH

28/07/2016 03:57 p.m.

To: Mental Health & Addiction Contracts/MOH@MOH,
cc:
bcc:

Subject: Mental Health Advocacy and Peer Support Trust - 356272-00

Hi

Attached is your draft agreement for review, please let me know if any amendments are required.

Kind regards

Salena Branson
National Health Board
Ministry of Health

mailto:Salena_Branson@moh.govt.nz

356272-00.pdf

Sent by: Emma Tonks/MOH

29/07/2016 04:39 p.m.

To: "Sue Ricketts" [redacted]
cc: Mark Coburn/MOH@MOH,
bcc:

Subject: RE: Nga Hau E Wha contract acceptance

Hi Sue

As a coincidence I received the contract to review today, which I have done and our contract administrator will be sending it to you early next week with instructions on signing and return, it should also include payment details. As far as I am aware we will be paying you monthly on invoice.

Have a great weekend

Kind regards

Emma Tonks
Senior Contracts Manager
Mental Health and Addiction Services
Mental Health Service Improvement
Service Commissioning
Ministry of Health
DDI: 04 816 4460

http://www.moh.govt.nz/
mailto:Emma_Tonks@moh.govt.nz

"Sue Ricketts" Hi Emma, 29/07/2016 04:26:35 p.m.

From: "Sue Ricketts" <[redacted]>
To: <Emma_Tonks@moh.govt.nz>,
Cc: <[redacted]
Date: 29/07/2016 04:26 p.m.
Subject: RE: Nga Hau E Wha contract acceptance

Hi Emma,

Hope all is good with you. Just wondering about a couple of things regarding the NHEW service.

- Do we have to sign a contract, and if, if so would that be coming via mail or email?, and
- Are there invoices we send to the MoH monthly for payment, or if the payment is in a lump sum?

Looking forward to hearing from you.

Have a good weekend.

All best wishes,

Sue

Sue Ricketts
General Manager
MHAPS – Mental Health Advocacy and Peer Support

826 Colombo Street, Christchurch, 8013
P.O. Box 33332, Barrington, Christchurch 8244
Phone: 365 9479
s 9(2)(a)
www.mhaps.org.nz

From: Sue Ricketts [mailto: s 9(2)(a)
Sent: Thursday, 7 July 2016 1:13 p.m.
To: 'Emma_Tonks@moh.govt.nz'
Subject: Nga Hau E Wha contgract acceptance

Hi Emma,

Herewith our acceptance letter. Hope this is OK.

Best wishes, and thanks again.

Sue

From: Emma_Tonks@moh.govt.nz [mailto:Emma_Tonks@moh.govt.nz]
Sent: Thursday, 7 July 2016 10:23 a.m.
To: Sue Ricketts
Subject: Re: Draft Specification MHAPS -Nga Hau E Wha

Hi Sue

It is a relief, what I will need from you is confirmation that you are able and willing to provide the service for a nominated fee. If you are happy with the budget that I put together just copy that, if not amend the table to something that you feel is more accurate.

Kind regards

Emma Tonks
Senior Contracts Manager
Mental Health and Addiction Services
Mental Health Service Improvement
Service Commissioning
Ministry of Health
DDI: 04 816 4460

http://www.moh.govt.nz/
mailto:Emma_Tonks@moh.govt.nz

From: "Sue Ricketts" s 9(2)(a)
To: <Emma_Tonks@moh.govt.nz>,
Date: 06/07/2016 06:11 p.m.
Subject: Draft Specification MHAPS -Nga Hau E Wha

Hi Emma,

Just to say that we are in communication with Victoria, chair of NHEW and will be contacting her next week to start organising dates and travel arrangements etc. once we have read, signed and returned the contract to you.

You must be pleased, as she is, that this process is nearly completed and you can tick this off your list!!

Have a good evening.

Best wishes,
Sue

From: Sue Ricketts [mailto: s 9(2)(a)]
Sent: Wednesday, 6 July 2016 2:00 p.m.
To: 'Emma_Tonks@moh.govt.nz'
Subject: RE: Draft Specification MHAPS -Nga Hau E Wha

OK. Great. Thanks.

From: Emma_Tonks@moh.govt.nz [mailto:Emma_Tonks@moh.govt.nz]
Sent: Wednesday, 6 July 2016 11:59 a.m.
To: Sue Ricketts
Subject: RE: Draft Specification MHAPS -Nga Hau E Wha

Hi Sue

It's a bit of a placeholder, just in case Nga Hau e Wha need any advertising and will need to be agreed between Nga Hau e Wha and MHAPS.

Kind regards

Emma Tonks
Senior Contracts Manager
Mental Health and Addiction Services
Mental Health Service Improvement
Service Commissioning
Ministry of Health

DDI: 04 816 4460

http://www.moh.govt.nz/
mailto:Emma_Tonks@moh.govt.nz

From: "Sue Ricketts" <s 9(2)(a)
To: <Emma_Tonks@moh.govt.nz>,
Date: 06/07/2016 11:42 a.m.
Subject: RE: Draft Specification MHAPS -Nga Hau E Wha

Thanks, Emma. That's really helpful. Just one small query. On the spreadsheet, mention is made of Advertising. Could you let me know if that is part of our brief, and, if so, what does this entail?

Many thanks.
Best wishes,
Sue

From: Emma_Tonks@moh.govt.nz [mailto:Emma_Tonks@moh.govt.nz]
Sent: Wednesday, 6 July 2016 10:56 a.m.
To: Sue Ricketts
Subject: RE: Draft Specification MHAPS -Nga Hau E Wha

Hi Sue

Here is my breakdown of how I thought the costs would be split over the year along with the excel spreadsheet showing the calculations, hope this helps.

MHAPS are the only organisation that we have approached as we have tight timeframes.

Expenditure Item	Approximate Cost
Travel – (airfares, taxis, etc)	$18,800
Accommodation	$4,800
Venue hire, catering and other meeting costs	$6,400
Administration allocation	$3,880
Meeting fees	$6,120
Overheads	$8,000
Total	**$48,000 per annum**

Kind regards

Emma Tonks
Senior Contracts Manager
Mental Health and Addiction Services
Mental Health Service Improvement
Service Commissioning
Ministry of Health
DDI: 04 816 4460

http://www.moh.govt.nz/
mailto:Emma_Tonks@moh.govt.nz

From: "Sue Ricketts" <s 9(2)(a)
To: <Emma_Tonks@moh.govt.nz>,
Date: 05/07/2016 08:54 a.m.
Subject: RE: Draft Specification MHAPS -Nga Hau E Wha

O Emma, there was just one question. Is this opportunity for contracting with the Ministry just to us, or are there others in the frame?

Best wishes,
Sue

From: Emma_Tonks@moh.govt.nz [mailto:Emma_Tonks@moh.govt.nz]
Sent: Monday, 4 July 2016 5:13 p.m.
To: s 9(2)(a)
Subject: Draft Specification MHAPS -Nga Hau E Wha

Good afternoon Sue

I have drafted a specification for your information which is attached. This will form the basis of the contract with the Ministry.

We have approval for funding of $48,000, this funding should cover all expenses incurred by Nga Hau e Wha and MHAPS fees for providing the service. If you would like a breakdown of how I came to that figure just let me know.

If you could have a read of the specification and maybe we could catch up when you have had a chance to read it and come up with any questions that you may have. My calendar is pretty clear this week so I can fit in with your schedule.\

Kind regards

Emma Tonks
Senior Contracts Manager
Mental Health and Addiction Services
Mental Health Service Improvement
Service Commissioning
Ministry of Health
DDI: 04 816 4460

http://www.moh.govt.nz/
mailto:Emma_Tonks@moh.govt.nz

MHAPS
Mental Health
Advocacy and Peer Support
Together on the road to wellbeing

7th July 2016

Emma Tonks,
Senior Contracts Manager
Mental Health and Addiction Services
Mental Health Service Improvement
Service Commissioning
Ministry of Health

Dear Emma,

Re: Nga Hau E Wha – financial administration

Thank you for your email and specification for administration work to organise quarterly meetings for Nga Hau E Wha and provide the Ministry with half-yearly reports up until mid-2017.

We have considered the break-down of expenditure you provided, and we are able and willing to provide the services as per the specification and cost estimates below.

Expenditure Item	Approximate Cost
Travel – (airfares, taxis, etc)	$18,800
Accommodation	$4,800
Venue hire, catering and other meeting costs	$6,400
Administration allocation	$3,880
Meeting fees	$6,120
Overheads	$8,000
Total	**$48,000 per annum**

We are therefore pleased to apply for this fixed term contract, and thank you for considering MHAPS in this process.

Once we have signed the contract, we will be directly in touch again with Victoria Roberts, Chairperson of Nga Hau E Wha, to organise the 4 meetings ahead.

Please do not hesitate to contact me for any further information.

Yours sincerely,

Sue Ricketts
General Manager

Sent by: Mark Coburn/MOH

04/08/2016 09:19 a.m.

To: "Sue Ricketts" [redacted],
cc:
bcc:

Subject: RE: Mgnt and Coordination of Quarterly Meetings of Nga Hau E Wha - contract 356272 ready for signing

All done Sue, your hard copy is in the post.

356272-00 MHAPST - Management of Nga Hau E Wha meetings - signed.pdf

Invoices can be emailed directly to providerinvoices@moh.govt.nz. Your invoices 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
l. full name of funder

Specific details about payment amounts can be found in the Payment Details section of your agreement.

Mark Coburn
Contracts Administrator
Mental Health and Addiction Services
Mental Health Service Improvement
Service Commissioning
Ministry of Health
DDI: 04 816 2041

http://www.health.govt.nz
mailto:Mark_Coburn@moh.govt.nz

"Sue Ricketts" Kia ora Mark, 02/08/2016 04:24:24 p.m.

From: "Sue Ricketts" <[redacted]
To: <MentalHealth&AddictionContracts@moh.govt.nz>,
Date: 02/08/2016 04:24 p.m.
Subject: RE: Mgnt and Coordination of Quarterly Meetings of Nga Hau E Wha - contract 356272 ready for signing

Kia ora Mark,

Thank you for your email and attached contract document. I have signed and scanned this, and attach it to this email. The two hard copies are in the post to you now.

All best wishes,
Sue

From: Mark_x@xx [mailto:Mark _x@xx **On Behalf Of** MentalHealth&Ax@xx
Sent: Monday, 1 August 2016 3:56 p.m.
To: [redacted] s 9(2)(a)
Subject: Mgnt and Coordination of Quarterly Meetings of Nga Hau E Wha - contract 356272 ready for signing

Hi Sue

On behalf of Emma Tonks, attached is your contract ready for signing.

If all ok, to get this signed the standard approach is:

1. Print two copies
2. Initial all pages (bottom right) on one copy. Sign both copies
3. Scan one signed copy and email to MentalHealth&AddictionContracts@moh.govt.nz (so we have a trail and in case lost in post)
4. Return both signed hard copies (keep one set unstapled), either by post or courier:

Post:	**Courier:**
Mark Coburn - Contracts Administrator L3.11 Mental Health and Addictions Ministry of Health PO Box 5013 Wellington 6145	Mark Coburn (L3.11) No 1 The Terrace, Level 2 Ministry of Health Wellington 6145

A countersigned variation will then be posted for your records and I'll email a scanned copy.

Or, if you have a very high quality scanner and if you don't need a hard copy posted then I'm happy to accept a scanned version. I'm dealing with multiple Providers and some seem to prefer a hardcopy and original signatures. I think since Providers have printed a copy for signing then they might as well post it to me.

Mark Coburn

Contracts Administrator
Mental Health and Addiction Services
Mental Health Service Improvement
Service Commissioning
Ministry of Health
DDI: 04 816 2041

http://www.health.govt.nz
mailto:Mark_Coburn@moh.govt.nz

237725 / 356272/00
Provider No. / Contract No.

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

130 Grantham Street
PO Box 1031
Waikato Mail Centre
Hamilton 3240
Ph: 07-858 7000
Fax: 07-858 7001

No.1 The Terrace
PO Box 5013
Lambton Quay
Wellington 6145
Ph: 04-496 2000
Fax: 04-496 2340

6 Hazeldean Road
PO Box 3877
Christchurch 8140
Ph: 04-496-2000
Fax: 03-372 1015

481 Moray Place
PO Box 5849
Dunedin 9058
Ph: 03-474 8040
Fax: 03-474 8582

Contact: **Emma Tonks (Wellington)**

and

Mental Health Advocacy and Peer Support Trust

Management and Coordination of Quarterly Meetings of Nga Hau E Wha to Provide Sector Intelligence

PO Box 33332
Barrington
Christchurch
Ph: 03-365-9479
Fax: 03-366 8276

Contact: **Sue Ricketts**

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: R Bathgate

Position GM

Date 4/8/16

Signed for and on behalf of
MENTAL HEALTH ADVOCACY AND PEER SUPPORT TRUST *by:*

Authorised Signatory

Name: Sue Ricketts

Position General manager

Date 2nd August 2016

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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 July 2016 to 30 June 2017 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.

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 all the rights we need to use and own the results of the Services, without the need for further consent. In this clause:

Author's Rights:	means those rights given to an author in Part IV of the Copyright Act 1994 (including rights to identification and restrictions on certain uses of the work);
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 We acknowledge that the Intellectual Property Rights that you own prior to the date of this agreement remain your property. You grant us a non-exclusive, transferable, irrevocable licence to use your Intellectual Property Rights but only to the extent that is necessary for us to use and own the results of the Services.

A9.3 Nothing in this agreement gives us ownership of your nga mea tikanga me nga taonga Māori.

A9.4 You acknowledge that the Intellectual Property Rights we own remain our property. We grant you a non-exclusive licence to use these Intellectual Property Rights, for the purpose of you performing your obligations under this agreement.

A9.5 You confirm that:

a. the creation and use of the Information, the assignment and licence of any rights to us under this agreement and your performance of the Services will not infringe the rights of any person; and

b. you have, or will obtain, all necessary licences and consents required to perform the Services and your obligations under this agreement (before you start to perform them), including the irrevocable waiver by all relevant persons of their Author's Rights in the Information in relation to its use by either of us.

In respect of any Health Education Resources and any other copyright works (as defined in the Copyright Act 1994) which you produce or arrange to be produced directly in connection with the Services, you assign to us all present and future copyright in those copyright works and irrevocably waive your Author's Rights in them.

A9.6 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 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 these costs will be shared equally.

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 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 to (and their families) 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 INSURANCE

You must effect and maintain such insurance that we reasonably require from time to time in relation to your performance of this agreement.

A13 INDEMNITY

You must indemnify us against all claims, damages, penalties, losses and costs (whether direct or indirect) which we incur as the result of your performance of the Services or your failure to comply with your obligations in this agreement.

A14 COMPLAINTS

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.

A15 NOTIFICATION OF PROBLEMS

A15.1 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.

A15.2 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 15, and must provide us with details of those plans if we request them.

A16 PUBLIC STATEMENTS AND ADVERTISING

A16.1 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.

A16.2 You must not use our name or logo without our prior written consent and then only in accordance with our instructions.

A17 DISPUTE RESOLUTION

A17.1 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.

A17.2 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.

A18 VARIATIONS TO THIS AGREEMENT

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.

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.

A19 OUR LIABILITY

A19.1 While we are liable to pay you for the Services on the terms of this agreement, we are not liable to you for any claims, damages, penalties, losses or any other costs you incur in performing the Services. If however we are found to be liable for any of these whether at law, by statute, in equity or otherwise arising from the relationship between us and you then our liability to you for any single event or series of related events is limited to the amount paid to you for the Services in the month prior to the relevant claim being brought to our attention.

A20 ENDING THIS AGREEMENT

A20.1 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.

A20.2 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.

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.

A21 CONFIDENTIALITY

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.

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

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.

A22 NO ACTION BY THIRD PARTIES

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.

A23 WAIVER AND RIGHTS

A23.1 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.

A23.2 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.

A24 ENTIRE AGREEMENT

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.

A25 NOTICES

A25.1 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.

A25.2 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.

A25.3 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.

A26 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:

A26.1 it is the other party or is an agent, partner, trustee, joint venture partner or employee of the other party; or

A26.2 it has any power or authority to incur any obligation of any nature on behalf of the other party.

A27 PARTIAL INVALIDITY

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.

A28 INTERPRETATION

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".

A29 DEFINITIONS

In this agreement the following expressions have the stated meaning:

Expression	Meaning
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: a. under this agreement; b. by both of us by mutual agreement; c. by a Health Professional Authority;

	d. by Law; or e. by us as an advisory committee.
Consult	Each of us must: a. fully state our proposals and views to the other and carefully consider each response to them; b. act in good faith and not predetermine any matter; and c. 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.
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: a. any legislation, decree, judgment, order or by-law; b. any rule, protocol, code of ethics, practice or conduct and other ethical or other standards, guidelines and requirements of any Health Professional Authority; c. any relevant standards of the New Zealand Standards Association; and d. any future law.
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.

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	Mental Health Advocacy and Peer Support Trust
Legal Entity Number	237725
Contract Number	356272 / 00
Service Commencement Date	1 July 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

Purchase Unit (PU ID)	Total Price excl. GST	GST Rate (%)	Payment Type
MHSD Mental Health - Service Development	$48,000.00	15	CMS
Total price for the Service Schedule	**$48,000.00**		

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:

- provider name (legal entity name)
- provider number (legal entity number)
- provider invoice number
- contract number
- purchase unit number or a description of the service being provided
- date the invoice is due to be paid/date payment expected
- dollar amount to be paid
- period the service was provided
- volume, if applicable
- GST rate
- 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

or post to:

Provider Payments
Ministry of Health
Private Bag 1942
Dunedin 9054

B4 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)
22 August 2016	31 July 2016	July 2016	$4,000.00
20 September 2016	31 August 2016	August 2016	$4,000.00
20 October 2016	30 September 2016	September 2016	$4,000.00
21 November 2016	31 October 2016	October 2016	$4,000.00
20 December 2016	30 November 2016	November 2016	$4,000.00
20 January 2017	31 December 2016	December 2016	$4,000.00
20 February 2017	31 January 2017	January 2017	$4,000.00
20 March 2017	28 February 2017	February 2017	$4,000.00
20 April 2017	31 March 2017	March 2017	$4,000.00
22 May 2017	30 April 2017	April 2017	$4,000.00
20 June 2017	31 May 2017	May 2017	$4,000.00
20 July 2017	30 June 2017	June 2017	$4,000.00
Total			**$48,000.00**

B5 VULNERABLE CHILDREN ACT 2014

According to section 15 of the Vulnerable Children Act 2014[1], children's services cover the following:

- services provided to one or more children
- services to adults in respect of one or more children

NB At a future date, the scope of children's services can be expanded by regulations. Expansion may include services to adults which could significantly affect the well-being of children in that household.

Child Protection Policy

If you provide children's services as per section 15 of the Vulnerable Children Act 2014 you will adopt a child protection policy as soon as practicable and review the policy within three years from the date of its adoption or most recent review. Thereafter, you will review the policy at least every three years. In accordance with the requirements set out in section 19(a) and (b) of the Vulnerable Children Act 2014, your child protection policy must apply to the provision of children's services (as defined in section 15 of the Act), must be written and must contain provisions on the identification and reporting of child abuse and neglect in accordance with section 15 of the Children, Young Persons, and Their Families Act 1989.

Worker Safety Checks

If you have worker's that provide children's services, the safety check requirements under the Vulnerable Children (Requirements for Safety Checks of Children's Workers) Regulations 2015 will need to be complied with.[2]

[1] http://www.legislation.govt.nz/act/public/2014/0040/latest/DLM5501618.html
[2] http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482241.html

SECTION C SERVICE SPECIFICATION

GLOSSARY FOR MENTAL HEALTH AND ADDICTION SERVICES SERVICE SPECIFICATIONS

The definitions in this glossary are consistent with the definitions used in other national documents.

Addiction
Addiction in the context of the mental health and addiction services relates only to alcohol and other drug use and/or problem gambling. It refers to a maladaptive pattern of substance abuse, or problem gambling leading to significant impairment or distress.

Advocacy
Actively advancing or protecting the rights and interests of people with mental illness and/or addiction.

AOD
Alcohol and other drugs.

Assessment
A service provider's systematic and ongoing collection of information about a consumer to form an understanding of consumer needs.

Clinical Assessment
Forms the basis for developing a diagnosis and an individualized treatment and support plan with the Service User, their family, whanau and significant others.

Community Service

A service based within the community that maybe delivered in hospital outpatient and/or community settings.

Consultation
Obtaining opinions and views of people affected by potential or proposed changes or developments, in order to consider those views in the decision making process.

Culture
The beliefs, customs, practices, and social behaviour of a particular nation or people, a group of people whose shared beliefs and practices identify the particular place, class, or time to which they belong.

Family Inclusiveness
Families and whānau have a fundamental role in supporting recovery and wellness and their participation in service planning and delivery will be critical.

Harm Reduction
Harm reduction focuses on reducing harms associated with addiction, including health, social economic and other harms experienced by individuals, families, communities and society.

Lived Experience
The term refers to having experience of mental illness or addiction.

Natural Supports
Natural supports include family whānau, partners, friends, neighbours, colleagues or those from an identified group who help the Service User in his/her recovery.

PRIMHD
Programme for the Integration of Mental Health Data; a common code set for the health sector.

Protective Factors
Supports, strengths and activities that help build resilience.

Recovery
Recovery is defined as the process of change through which people improve their health and wellness, live a self-directed life and strive to reach their full potential. Recovery in the addiction sector includes a view of both abstinence and harm minimization perspectives that have evolved over time to represent the individual's view. There is a long and generally held view that in the addiction field recovery involves an expectation/ hope that people can and will recover from their addiction / unwellness, acceptance that recovery is a process not a state of being, and recognition that the recovery is done by the person addicted/affected, in partnership with the services (in the word's widest sense) providing help. Health and Social Services will need to expect recovery and work in a way that will support it and will build future resilience.

Relapse Prevention Plan
Relapse prevention plans identify early relapse warning signs of clients. The plan identifies what the client can do for themselves and what the service will do to support the client.

Ideally, each plan will be developed with involvement of clinicians, clients and their significant others. The plan represents an agreement and ownership between parties. Each plan will have varying degrees of complexity depending on the individual. Each client will know of (and ideally have a copy of) their plan.

Residential
The term residential has been replaced by the terms "housing" or "accommodation" dependant on the type of service.

Resilience
Personal and community strengths or skills that enable people to rebound from adversity, trauma, tragedy, loss or other factors, and go on with life with a sense of control, competence, and hope.

Service User
A person who uses specialist mental health or addiction services regardless of level of need. This term is often used interchangeably with consumer and/or tāngata whaiora

Strength based
A treatment approach, that focuses on and helps develop the Service User's strengths. This approach combines both provision of direct services and treatment, along with helping people define or priorities their needs, navigate the system and link into community resources.

Talking Therapies
Talking therapies involve people taking about their problems or issues with trained therapists. They encompass a wide range of psychological and behavioural therapies, including behavioural therapy, cognitive therapy and other types of counselling.

Whanāu
Kuia, koroua, pakeke, rangatahi, tamariki. The use of the term in this document is not limited to traditional definitions, but recognises the wide diversity of families represented within Māori communities.

Whanāu Ora
Māori families achieving their maximum health and wellbeing, and provides an overarching principle for recovery and maintaining wellness.

MENTAL HEALTH AND ADDICTION SERVICES
TIER LEVEL ONE
SERVICE SPECIFICATION

Background

This tier one service specification provides the overarching specification for all specialist mental health and addiction services (the Service). Tier two and tier three service specifications are supplementary to this service specification and provide additional service-specific detail. Please refer to the accompanying glossary for definitions of terms used within the tier one, two and three service specifications.

Eligible people will have timely access to high- quality, trustworthy, responsive mental health and addiction services ranging across the spectrum of promotion and prevention, through to primary, secondary and tertiary services. The specialist mental health and addiction services included in this range of specifications are publicly funded for those who are most severely affected by mental illness or addiction. However, it is recognised that a focus on early intervention strategies will mean specialist services may be delivered to people who are more at risk of developing a severe mental illness or addiction.

Rising to the Challenge: The Mental Health and Addiction Service Development Plan 2012-2017 sets the direction for service delivery across the health sector over the next five years.

The primary focus of Rising to the Challenge is to assist health services to collectively take action to achieve four overarching goals-

The ABCD overarching goals and desired results

Overarching goal	Results we wish to see
A Actively using our current resources more effectively	Increased value for money
B Building infrastructure for integration between primary and specialist services	Enhanced integration
C Cementing and building on gains in resilience and recovery for: i. people with low-prevalence conditions and/or high needs (psychotic disorders and severe personality disorders, anxiety disorders, depression, alcohol and drug issues or co-existing conditions) ii. a) Māori b) Pacific peoples, refugees, people with disabilities and other groups	Improved mental health and wellbeing, physical health and social inclusion Disparities in health outcomes addressed
D Delivering increased access for: i. infants, children and youth ii. adults with high-prevalence conditions (mild to moderate anxiety, depression, alcohol and drug issues or co-existing conditions, and medically unexplained symptoms) iii. our growing older population	Expanded access and decreased waiting times in order to: • avert future adverse outcomes • improve outcomes • support their positive contribution in the home and community of their choice

Rising to the Challenge seeks to improve outcomes for all people with mental health and addiction issues. It also seeks to improve the integration of and quality of services to reduce disparities. A key step in achieving these goals is through developing a culture of responsiveness where Service Users, families, whānau and significant others are actively supported and involved in treatment and recovery.

Social and economic inequalities are associated with poor health outcomes. Section four of the Mental Health and Addiction Service Development Plan has a focus on building on gains in resilience and recovery for Māori and Pacific peoples, refuges, people with disabilities and other groups. The expected result is consistent mental health and addiction outcomes for all.

It is unlikely that any single provider will deliver the full range of services, therefore all services in the mental health and addiction sector must work collaboratively and co-operatively to provide a well-integrated and seamless continuum of care. Effective, robust planning and partnerships within and across health service providers, other government-funded services and private sector service providers are critical in enabling better recovery outcomes for Service Users, their family, whānau and communities.

1. Service Definition

Specialist mental health and addiction services are delivered to those eligible people who are most severely affected by mental illness or addiction. Currently the expectation established in the National Mental Health Strategy is that specialist services will be available to three percent of the population. However it is recognised that a focus on early intervention strategies will mean services may be delivered to people who are at greater risk of developing more severe mental illness or addiction. To the extent that funding for specialist mental health and addiction services does not support coverage for all target populations, it is expected that DHBs will have criteria in place for prioritising the provision of services, to people with the highest level of need.

2. Service Objectives

These following objectives have been developed in collaboration with, and should apply to all specialist mental health and addiction services:

2.1 General

Services will be responsive

Responsive services adapt to meet the unique needs of specific population groups and individuals. This is achieved through being flexible around service delivery settings in both urban and rural areas and adaptable to the Service Users' individual circumstances and needs, including cultural and spiritual needs. Services should be age and gender appropriate.

Responsive services focus on recovery, reflect relevant cultural models of health and take into account the clinical and cultural needs of people affected by mental illness and addiction. Services working together will also ensure adequate referrals between mainstream services and those developed to meet the unique needs of specific population groups.

Service delivery should be flexible and responsive to the local situation, national direction and future innovation and evidence.

Where services have smoke-free policies, Service Users should be routinely offered advice on how to quit smoking and should have access to appropriate cessation supports, including nicotine replacement therapy (NRT) products.

2.2 Māori Health

An overarching aim of the health and disability sector is the improvement of health outcomes and reduction of health inequalities for Māori. Health providers are expected to provide health services that will contribute to realising this aim. This may be achieved through mechanisms that facilitate Māori access to services, provision of appropriate pathways of care which might include, but are not limited to, matters such as referrals and discharge planning, ensuring that the services are culturally competent and that services are provided that meet the health needs of Māori. Actively involve tangata whenua in planning for mental health and addiction services.

2.2.1 Responsive to Māori

The overall aim of *Te Puāwaiwhero*, is whānau ora, which is defined as; Māori families achieving their maximum health and wellbeing. Kaupapa Māori services working together with Whānau Ora providers will support positive outcomes for those using infant and child services.

2.3 Responsive to Family and Whānau

Family and whānau are critical to successful recovery. Services will acknowledge the particular role the Service User plays in their family and whānau. This may include their role as parents or carers. For most Service Users, family and whānau plays a key role in the road to recovery. There are significant clinical, social and economic advantages to providing mental health and addiction services in a family inclusive way. Services need to listen to family and whānau and respond to their specific needs, including providing education on recovery and referral of family and whānau to appropriate support services.

2.4 Recovery Focused

Recovery is defined as the process of change through which people improve their health and wellness, live a self-directed life and strive to reach their full potential. Recovery is different for everyone; therefore there should be a range of service models and flexibility of services. For those with addiction problems, recovery is a process whereby Service Users are assisted to minimise harms and to maximise wellbeing. Recovery may or may not involve abstinence.

2.5 Foster Resilience

Resilience can be encouraged through a continuous process where individual and family whānau capacities are recognised along with protective factors in the community. Building upon and fostering these factors can help people counter life challenges such as mental illness and/or an addiction. Strength-based approaches help to promote engagement and build resilience.

2.6 Encourage Natural Supports

Supports may include family whānau, partners, friends, neighbours, colleagues or those from an identified group. Mental health and addiction workers will foster relationships with natural supports, as defined and chosen by the Service User, as supports play an important role in building resilience and recovery.

2.7 Promote Independence

Services should support individuals to live as independently as possible within the context of their treatment and support needs, and in an environment that is consistent with these goals.

2.8 Support Service Users to Make Informed Choices

All providers need to ensure information about services is available and easily accessible to Service Users and their family and whānau. Service Users should be informed of their choices and options for care.

2.9 Reduce Inequalities

A desired result of Rising to the Challenge is to see disparities in health outcomes addressed. Social and economic factors, such as income, poverty, employment, education and housing, have been cited as contributing significantly to mental health and addiction status. It is acknowledged that socioeconomically disadvantaged groups bear a disproportionate burden of risk for mental ill health. This highlights the importance of mental health and addiction services, to co-ordinate and co-operate with other government agencies, such as, housing, employment and education. Responsiveness to infants, children, adolescents and youth is critical to interrupt cycles of mental illness and addiction within families, whānau and communities.

2.10 Promote Seamless and Integrated Services

An overarching goal for Rising to the Challenge is building infrastructure for integration between primary and specialist services. Service Users may be receiving care/treatment for both addiction and

mental health issues. Both types of services need to be provided in a seamless way. It is vital that 'any door is the right door' and the mental health and addiction sector must build capacity and capability to respond to co-existing disorders.

Mental health and addiction Service Users may also access other services. Services should work together to determine shared care arrangements that best meet the Service User's needs. It is important that those with a mental illness and/or addiction also have their physical health needs met.

Increasing recognition by the Justice system of the need for health interventions for offenders requires mental health and addiction services to interface well with the Justice system. This population is particularly high risk, with a high incidence of co-existing disorders.

2.11 Develop Organisational Governance

Organisational governance structures contribute to the stability and viability of organisations. A strong and active engaged board that is structured to provide fiscal oversight, has the skills and experience to work alongside other mental health and addiction organisations to deliver seamless, well-integrated services and meet the organisation's governance needs is promoted.

2.12 Develop Workforce

Workforce development needs to be part of the focus for every service. This development involves building the capacity and capability of the Service providers to work in partnership with the Service Users. Investment in the development of the mental health and addiction workforce is key to ensuring the delivery of effective services. Integrated care and treatment can be achieved through the establishment of a competent workforce appropriately trained to recognise and respond to mental health and addiction issues.

Let's get real: Real Skills for people working in Mental Health and Addiction (Ministry of Health 2008) is a framework that describes the essential knowledge, skills and attitudes required to deliver effective mental health and addiction services.

Rising to the Challenge will deliver a national workforce development plan which considers:

- new ways of working
- new roles to complement existing staff groups
- future services, changing demography and future demand for services.

2.13 Value Lived Experience

People with a lived experience of mental illness and addiction offer a unique contribution to services. The important perspective of those with a lived experience should be utilised in the planning and implementation of services. Services should foster a culture that promotes Service Users participation and recovery. Real life examples of recovery can offer hope to Service Users. Service Users should be encouraged into a range of roles, both within consumer-led services and across the continuum of services.

The valuable perspective and experience of family and whānau supporting a loved one with a mental illness and / or addiction should also be seen as an asset within the mental health and addiction workforce.

3. Service Users

A person or people deemed to receive or be receiving mental health and / or addiction healthcare, health information, or support services resulting from direct contact with a healthcare provider where the healthcare results in use of resources associated with observation, assessment, diagnosis, consultation, rehabilitation or treatment. This includes on-going support, education, training, or ensuring or monitoring compliance with relevant legislation. Service Users include all eligible people.

Not all patients who are referred or present to the Service are eligible for publicly funded services. Refer to http://www.moh.govt.nz/eligibility for more eligibility information

4. Access

4.1 Entry and Exit Criteria

Referrals to the Service may be made from any source, including self-referral. Some speciality services have specific requirements before accepting a referral. In these circumstances, services need to have clear documented access criteria and protocols, and ensure these are communicated with family, whānau and others making contact with the Service.

On referral (including self-referral), the criteria for assessment is based on the person having a suspected, developing or identifiable mental illness, and/or an addiction problem.

Services may prioritise referrals based on:

- clinical assessment about need and the severity of the mental illness and/or addiction
- the likely impact the mental illness and / or addiction will have on the person's ability to participate in activities of daily living, work, education and community life, and their role as a family and whānau member
- relevant legal requirements including the Mental Health Compulsory Assessment and Treatment (CAT) Act 1992 and Alcoholism and Drug Addiction Act 1966
- the safety of the individual and/or of others such as family members
- patients may exit the Service by transfer, discharge from the Service or death
- the Child Health Strategy (1998), defines a child as being aged from before birth to 14 years, and further identifies that young people up to the age of 18 years should be given care within the most developmentally appropriate services, as young people have specific developmental needs which require that they are cared for in youth appropriate settings. It is also necessary to recognise that the transition to adult services must occur at the appropriate time
- on entry to the Service, the most appropriate course of action will be discussed in consultation with the Service User and their family and whanau. This will be based on needs, strengths, mental health and /or status and supports. Service Users must be informed of their choices and options for care in line with consent protocols.

4.2 Distance

Services will be delivered locally where possible. DHBs are also expected to have in place arrangements that ensure the people of their DHB area have access to regionally and nationally provided mental health and addiction services.

4.3 Time

When assistance is required under the Mental Health (CAT) Act 1992, 90% of people presenting should be assessed within four hours. DHBs with isolated rural communities will ensure that effective arrangements are in place.

If a person is assessed as needing hospital care under the Mental Health (CAT) Act 1992, 90% should be admitted to a hospital within six hours of being assessed by a doctor or health professional.

The DHB will ensure that crisis services to deal with a critical or urgent mental health and/ or addiction needs will be available to people (regardless of whether or not they come under the Mental Health (CAT) Act) as follows:

- telephone or other remote assistance will be available at all times with minimal delay
- where telephone assistance is insufficient to meet the person's needs, direct contact with a clinician will be provided within four hours; DHBs with isolated rural communities will ensure that effective arrangements are in place

- other services will be arranged when required, including acute inpatient admission and crisis respite.

People are seen and assessed as needing services will receive those services as soon as possible. For some services, there may be a wait before treatment can begin (eg, opioid substitution programmes.)

- Note: until a person is assessed, it will not be known whether they fall under the Mental Health (CAT) Act 1992.

5. Service Components

5.1 Processes

Processes occur as part of a Service User pathway. Processes that include: health education, health promotion, engagement, assessment, diagnosis, treatment, rehabilitation, onward referral, family support, case management, liaison and consultation and on-going support.
At all stages of this pathway, skilful engagement, consultation and, where appropriate joint care planning between services will be used to ensure the needs of the Service User are identified and responded to. Service Users and their family and whānau should be encouraged to participate in evaluation/review at each step. Appropriate risk management procedures should also be put in place for the safety of the Service Users, staff and others.

5.1.1 Assessment

Assessment will be appropriate and sufficiently comprehensive for the purpose of the particular service. It forms the basis of the recommended treatment, intervention or support and must be completed by staff with the required competency, knowledge and skills.

The assessment process will vary and take into account individual circumstances and, as well as the Service User, will include agreed family, whānau and support people where practicable. The assessment will take into consideration cultural needs. A full explanation of the process must be provided and reiterated to the Service User and those accompanying them.

The assessment will help develop an initial recovery plan, which will include treatment, intervention or support options, appropriate risk assessment/management and the plan for discharge. Recovery plans will be developed in a collaborative process with Service Users, their family and whānau and support networks and will address their broader physical, spiritual, social and psychological needs and aspirations. The recovery plan will be discussed with the Service User, and informed consent must be sought. There will be a process in place for reassessment. The assessment process should take into account identification of parental roles and responsibilities. Because the Service Users may be linked into several different services, all will contribute to the overall recovery plan.

5.1.2 Treatment, Intervention and Support

Treatment, intervention and/or support are the key focuses for the Service delivery. The models for treatment, intervention and/or support will vary, and are described in further detail in tier two and three specifications.

After the initial assessment, treatment, intervention and/or support options will be recommended specific to the Service Users' individual needs and circumstances. The recovery plan will be developed collaboratively with the Service User and, if appropriate, their family and whānau that will identify goals towards discharge and outline supports to assist the person to achieve those goals. It will include early warning signs, wellness maintenance, relapse prevention information and may include advance directives. Recovery plans will address the Service User's broader physical, spiritual, social and psychological needs and aspirations. Recovery plans will be kept current by regular review. Evidence-based, best practice education and information will be proactively provided to Service Users and their family and whānau. The Service User will give written informed consent for treatment, intervention and/or support and will receive a copy of their recovery plan.

More positive outcomes occur when people are able to easily access services, and when services show flexibility and encourage Service User participation within clearly communicated and coherent treatment programmes. Information should also be provided about the role of family and whānau and the supports available to them, and other social networks.

5.1.3 Review Process

This is the process of formally reviewing recovery plans, goals and outcomes both with the Service User and in a multi-disciplinary setting. Reviews must occur at a minimum of every six months but the frequency will be determined by the Service User's individual circumstances, for example, their specific goals and the specific role of the service involved. In the addiction sector it is recommended that a review of progress is more frequent, occurring at a minimum of once every four months.

The review will include the Service User and with their consent, their family and whānau. Reviewed outcomes and new treatment goals will be reflected in ongoing recovery plans.

5.1.4 Discharge

Discharge is a planned process that is part of the recovery plan. It should begin from when the service is accessed.[1] Discharge planning must involve Service Users and, with their consent, be communicated to all relevant support people. It will include reassessment of risk, the relapse prevention plan and follow-up arrangements. Discharge planning may also include advance directives and will identify medication on discharge and education about this. The Service Users, family, whānau and other services and agencies involved should be informed of how to re-engage with the service if required.

A discharge summary will be given to the Service User and, where relevant, the general practitioner/primary care provider and support people.

5.2 Settings

The Service will be provided in the appropriate setting to provide the desired health outcomes. A consideration in determining the settings for the service should include (but not be limited to) issues such as cultural appropriateness, accessibility, gender, age and developmental stage, and the most effective and efficient use of resources. Services may be provided using hospital settings such as inpatient and day hospital, and outpatient settings such as those community based and mobile services. Some services may be electronic, such as e-therapies.

5.3 Support Services

The following support services, if required, are to be provided as an integral part of the Service and are included in the agreed Purchase Unit price.

- clinical support services such as:
  - laboratory
  - pharmaceutical
  - pathology
- allied health support services such as:
  - dietetic
  - physiotherapy
  - social work and counselling service
  - infection control
- ancillary services such as:
  - sterile supplies department
  - hotel services (laundry and cleaning)
  - maintenance
  - occupational health
  - infection control
- interpreting services (including sign language)
- chaplaincy services
- corporate services such as:
  - human resource department
  - legal

- finance
- stores
- accounts

Additional support services are listed in the appropriate tier two and three service specifications.

5.4 Key Inputs

The key input for mental health and addiction services is the workforce and national electronically delivered programmes such as the National Depression Initiative and Like Minds Like Mine.

5.5 Pacific Health

Pacific peoples share similar risk factors to Māori in terms of health and social inequalities. Te Rau Hinengaro. The New Zealand Mental Health Survey (Ministry of Health 2006) confirms that Pacific peoples experience mental illness at higher levels than the general population. Pacific people are also less likely to access treatment than the total New Zealand population. The service must take account of key strategic frameworks, principles and be relevant to Pacific health needs and identified concerns.

For regions that have significant Pacific populations, the service must link service delivery to the improvement of Pacific health outcomes. Health service providers should also ensure that their service provides a holistic approach to health and wellbeing, assessment and treatment for Pacific peoples. This approach should include focusing on family, relationships, spiritual, physical, language, cultural, emotional and mental dimensions.

5.6 Health for other Ethnic Groups

Mental health and addiction services will be relevant and responsive to the diversity of cultures within local communities. Services will recognise resources, relationships and other protective factors in the community that will empower and promote wellbeing. Services will deliver culturally appropriate care, considering the individual ethnic, spiritual and cultural beliefs of those served.

Service planning, development and delivery will ensure that people are not discriminated against or disadvantaged. Mental health and addiction services will acknowledge that different cultures come with varying perspectives. Mental health and addiction services shall demonstrate effort to recruit staff from different cultures to reflect and match the cultural needs of people from Asian, migrant and refugee backgrounds in the community. Services will take steps to ensure that the mental health and addiction workforce is culturally competent and that qualified interpreters are available to provide maximum access for ethnic/cultural communities.

6. Service Linkages

Service linkages are requirements regarding linkages to other related services and provide a description of such links. The costs of such services are not included in the price of the Service, however, the costs of liaison and linkages with these services are included within the Service Purchase Unit price.

Service Provider	Nature of Linkage	Accountability
Other primary, secondary and tertiary services that the service refers Service Users to	Refer and access to skills, expertise and resources within other disciplines ie medical services, surgical services	Referral processes and protocols are in place include mechanisms for shared working where appropriate. Services assist the Service User to access the other services that are required
Supporting services not purchased within this service specification	Provide continuity of care and facilitate access to services that best meet the needs of the Service User	Knowledge of other services within a district maintained Relationship with other providers through stakeholder networks
Publicly funded disability or long term support services for the Service Users with co existing		

disabilities/ conditions who meet other funding streams eligibility criteria such as: Needs assessment and service co-ordination (eg, NASC) Specific support services such as: home and community support; carer support and respite; residential services; supported independent living; habilitation/rehabilitation; other specialist support services, as appropriate Environmental support services (eg, long-term equipment, including specialist assessment services, home modifications) to assist with essential daily activities Information and advisory services (eg, on available services and how to access these)	• Referral and liaison • Consultation • Referral and liaison • Liaison	• Effective local and regional linkages are in place to facilitate appropriate referrals • Service Users needing long-term support services have timely access to individual needs assessment and service coordination services • Service Users needing long-term support receive appropriate services across the continuum of care and support to meet their individual needs, within available resources • Service Users needing environmental support services receive appropriate equipment and environmental modifications • Service Users have timely access to appropriately presented information and relevant advice
Local Māori health providers, Māori agencies and community groups	To improve mental health and addiction outcomes and reduce health inequalities for Māori	Local Kaupapa Māori services are strengthened by relationships, networks and cross agency working.
Local Pacific health providers, Pacific agencies and community groups	To improve mental health and addiction outcomes and reduce health inequalities for Pacific people.	Local Pacific services are strengthened by relationships, networks and cross agency working.
Other Government funded social services such as Education, Justice, Police, Social Development eg Work and Income and Child Youth and Family	Alignment of delivery of health services and delivery of other government funded social services to better meet the goals of government strategies and policies from health and related sectors (eg Social Development , Education, Justice, etc) Where children/young people are receiving services from other agencies, the service provider will participate in inter-sectoral collaboration and co-ordination initiatives such as 'Strengthening Families'.	Agreements and protocols regarding obligations of lead providers and collaborative working.
Consumer support groups	Share information with other providers about how to better meet the needs of Service Users.	Maintain communication with consumer groups. Support the consumer voice at planning and delivery of services.

Between DHB providers, non-governmental organisations and Primary Health Organisations	Share innovative ideas, solve problems and improve access to services Provide co-ordinated support to people affected by mental illness and/or addiction.	Document agreements in memorandum of understanding (MOU) and protocols.

There will be clear arrangements/protocols/statements describing the accountabilities for access, entry, treatment, care management, exit processes, follow up and information sharing between linked providers.

There will be definitive statements on the boundaries between services and whether these are a matter of clinical judgement or prescribed by regulation / other mechanism.

There will be clear arrangements/protocols/statements describing how the provider will ensure treatment is delegated to the most appropriate person or agency, and which provider is primarily responsible for the care on each occasion.

There will be the requirement for providers to establish dispute resolution processes (depending on the linkage / relationship).

7. Exclusions

Mental illness or addiction often co-exist with other health or social service needs that impact on intervention outcomes. The presence of such needs shall not reduce a Service User's access to mental health and addiction services to which they would otherwise be eligible, but should be a signal that collaboration with another agency or health provider and joint intervention planning/provision is likely to be required.

District Health Boards (DHBs) do not fund services for mental health and addiction when the service or support needs are solely orientated to:

- sexual abuse
- violence and anger
- intellectual disability (including post-head injury), with or without behavioural problems
- learning difficulties
- criminal activities (anti-social behaviours)
- conduct disorder
- parenting difficulties
- relationship issues
- nicotine addiction.

Where people are eligible for services funded under the Injury Prevention, Rehabilitation, and Compensation Act 2001, they are excluded from receiving these services through public funding under Vote: Health.

The following services are not funded mental health and addiction treatment services where they are the sole focus of the intervention. They may be funded through other health funding or, in some cases, by other agencies:

- relationship services
- sexual abuse counselling services
- any counselling interventions not related to mental health and addiction
- psychological testing for educational requirements
- preparation of court reports ordered by the Ministry of Justice, except for those under the Criminal Procedure (Mentally Impaired Persons) **Act** 2003
- preparation of court-ordered reports or parole board reports

- assessments under section 65 of the Land Transport Act 1998
- assessments and reports under section 333 of the Children, Young Persons, and Their Families Act 1989.

8. Quality Requirements

The generic Provider Quality Specification, including the Health and Disability Sector Standards (HDSS) applies to this Service.

The Service must comply with the Provider Quality Standards described in the Operational Policy Framework (OPF) [2] or, as applicable, Crown Funding Agreement Variations, contracts or service level agreements.

Please refer to the OPF for a comprehensive and updated list of standards and legislation that require provider compliance.

8.1 General

It is important that at each stage of the pathway Service Users and their family and whānau are able to give feedback on the Service. Regular contract monitoring and auditing will occur and contribute to a continuous quality improvement cycle for all services.

When assessing the quality of the Service to the extent to which the Service has met the following priorities will be considered:

The process of service delivery should ensure:

- the Service User's needs are central
- Service User and wherever possible family / whānau participation
- recognition that many Service Users will have parental roles and this will impact on their needs and those of their children
- high-quality mental health and/or addiction care is supported
- compliance with the Health and Disability Services Standards[3]
- Mental Health and Addiction key performance indicators and PRIMHD data are reported
- evidence-based best practice is followed.

When selecting the appropriate service specifications required for a Mental Health and/or Addiction service to be purchased, the following steps are taken:

- select tier one Mental Health and Addiction service specification
- consider the most appropriate service type and select one or more tier two service specifications
- consider the Service User needs to be met and the preferred service delivery mode
- select the tier three service specification that best meets these requirements.

(A minimum of three service specifications are required for each contract- a tier one, at least one tier two and a tier three service specification).

9. Purchase Units and Reporting Requirements

The Mental Health Purchase Unit Codes are found in the joint DHB Ministry Nationwide Service Framework Purchase Unit Data Dictionary on www.nsfl.health.govt.nz. They are reviewed, agreed and updated annually.

[2] The Operational Policy Framework is updated annually by the Ministry of Health and published on the website link: http://www.nsfl.health.govt.nz/apps/nsfl.nsf/menumh/Accountability+Documents
[3] Health and Disability Services Standards: http://www.health.govt.nz/our-work/regulation-health-and-disability-system/certification-health-care-services/health-and-disability-services-standards

The following four Purchase Units do not have specific mental health and addiction services nationwide service specifications but are covered under this Tier One service specification.

PU Code	Name	Description	PU Unit of Measure
MHFF	Mental Health - flexifund	Service to cover the costs for flexible funding for mental health services in addition to specific services with a unit of measure client, available bed day, occupied bed day or FTE.	Programme
MHFF0001	Individual Treatment bed (Mental Health & AOD)	Bed for a client of mental health and/or alcohol and other drugs (AOD) services, of any age, who requires individualised care	Occupied bed day
MHQU	Mental Health - quality and audit	Service to cover the costs for quality and auditing of mental health services	Programme
MHWF	Mental Health - workforce	Service to cover the costs for mental health workforce development.	Programme
MHSD	Mental Health - service development	Costs to cover service development projects.	Project

Purchase Units for mental health and addiction services are included at tier three service specification level and reflect the tier one and tier two level components.

9.1 Additional Reporting Requirements

9.1.1 National Collections

Mental Health and Addiction providers will provide data electronically to the Ministry of Health Information Service Directorate via the Programme for the Integration of Mental Health Data (PRIMHD).

A transitional process for all providers to report via PRIMHD is in place.

There will be participation in KPI Benchmarking project as this work is implemented in the sector.

All providers will report on the following:

Workforce

Frequency	Data
Quarterly	Actual FTE's by designated 6 FTE groupings
Quarterly	Staff turnover ratio

To calculate staff turnover ratio:

Numerator	Number of employed staff who have left within the reference period
Denominator	Total number of employed staff within the reference period

9.1.2 Additional Reporting Items for NGO Providers only:

Organisational Governance

Frequency	Data
Six monthly	Number of Board member changes
Six monthly	Number of governance meetings held

9.2.1 Data Definitions and Descriptions

Definition	Description
Admissions	The number of people admitted to the residential/inpatient service during the reporting period. The number of unique clients who have had an inpatient admission within the reporting period. Admission = first activity start date within the referral.
Available Beds	The total number of resourced beds usually available in the facility. NB: This is usually the number of beds funded/resourced and does not mean that the bed is unoccupied.
Available Bed Days	Total number of inpatient beds that are available to be occupied during the period multiplied by the number of days they are available during that period. This would normally be the number of available beds from above multiplied by the number of days in the period. Example: Number of resourced beds x Number of days in the period.
Available Budget	The total budget available during the reporting period for the service.
Average Length of Stay	Inpatient/Accommodation/Housing- The average number of days between first admission and final discharge for all people "discharged" from the service during the period. If there have been no discharges in the period please enter "N/A". You will only be able to measure this when you have had a client exit your service during this period. Community Services - The average number of days between first contact and final contact for all people "discharged" from the service during the period. Where this cannot be measured, record "not measured". This is calculated as the sum of the total number of calendar days for each client between first contact/admission and final contact/discharge during the reporting period, divided by the total number of clients who have been "discharged" during the reporting period. Each day should be counted even if the service was unavailable eg, public holidays and weekends. The first and last day should be counted. Example: Two clients are discharged, one after 22 days and one after 87 days. Add the days together and then divide by the number of clients discharged – this gives you the average length of stay. 22 + 87 = 109 (days in service) ÷ 2 (clients discharged) = 54.5 days The average length of stay (ALOS) for clients who have had an inpatient or community discharge within the reporting period. Discharge = last activity end date of the referral. Admission = first activity start date within the referral whether it is in the reporting period or not.
Average Length of Time on Waiting List	The Average number of days that people currently on waiting lists for Methadone Treatment Programmes have spent on the waiting list. Count on the last day of the reporting period. The sum of the total number of days between referral and to waiting list and the last day of the reporting period divided by the total number of clients on the waiting list.

Definition	Description
Bed Days	Total number of beds that are available and occupied each day in a community residential facility during the reporting period.
Clinical FTE	This is a full time equivalent (see definition of "FTE") staff member with a health professional qualification (including senior medical staff) who directly delivers clinical/therapeutic services to Mental Health consumers. Exclude time that is formally devoted to administrative or management functions (eg, half-time coordination of a community team).
Completed Support Needs Assessments	The total number of completed support needs assessments during the period. The assessment process is to meet the "Standards for Needs Assessment for People with Disabilities". All visits and contacts required as part of the Support Needs Assessment are included and are not counted elsewhere. Count of all clients with an activity type code of T10 within the reporting period.
Consultation/Liaison Contacts	A planned discussion (over the phone or face-to-face) with a health professional from outside the service or a professional from another agency, for the purpose of providing specialist advice in relation to a particular person (who is not a current client of the service) with a mental health problem. Count of all clients with an activity type code of T08 within the reporting period.
Consultation/Liaison Training Sessions	Number of education or training sessions provided for people working outside of the service (eg, GPs, Iwi Organisations, School Guidance Counsellors, Police).
Current Client	Any person who is currently receiving assessment, treatment/therapy or support from a service, where the person has been seen by the service within the past three months. Exclude people who have been seen by the service within the past three months but have since been discharged from the service. For inpatient services, this will be the number of people currently in an inpatient in the service, or on trial leave for less than ten days where a bed has been kept available. Unique count of clients without a referral end date during the reporting period, who have had an activity in the last three months (excluding Activity Type = T35).
Day	A day is a 24 hour period beginning immediately after midnight and ending at midnight
Day Attendances	Total number of attendances by non-inpatient consumers at a day programme for assessment, treatment or therapy related to a mental health diagnosis. Count each consumer attendance at the service only once in a day. Attendance of couple, family, or group, only one of whom is a mental health consumer is one attendance. Count of all clients with an activity type code of T23 within the reporting period. Each client to be counted only once per day.
"Day Places" Available	For each day programme offered, multiply the number of places available by the number of days they were available in the period.
Day Programme	A treatment /therapy /skills development programme provided for greater than 3 hours and less than 24 hours. Count of all clients with an activity type code of T22 within the reporting period. Each client to be counted no more than once per programme.
Expenditure (Promotion/Prevention)	The total sum of money spent on this service during the reporting period.

Definition	Description
Expenditure with a breakdown of service utilisation **(Community Acute/ Respite Services)**	The total sum of money spent on this service during the reporting period. Each service will be required to report details of the types and volumes of services utilised during the reporting period. The content of these reports is to be negotiated between the funder and each service provider.
Face-to-face Contacts (Groups)	Face-to-face contact between an individual/family and one or more mental health professionals in a group session (Refer to Definition of Terms). Count one contact for each client attending the group session (ie, group session with four clients would be counted as four contacts). Clients counted once only, regardless of numbers of clinicians involved in the activity. Attendance of clients' carer/significant other/whanau not included in the count. Count of all clients with an activity type code of T07 within the reporting period. Each client to be counted no more than once per session.
First Face-to-face Contacts (Individual /Family)	Initial face-to-face contact between an individual/family and a mental health professional regarding an episode of mental illness, a mental health problem or set of problems. The contact is the first assessment contact for this episode or problem, with an individual who is not a current client (refer to definition) of the service in question at the time the referral was received. (T Codes: T32,T36,T42)
Follow-up Face-to-face Contacts (Individual /Family)	All face-to-face contacts between an individual/family and mental health professional which occur after the initial face-to-face contact for this episode, problem or related problems. (T Codes: T32, T36, T42)
FTE	This is a full time equivalent employee (40 hours per week), and is calculated as the total number of hours employed per week (to a maximum of 40 hours per week), divided by 40. For example, where one staff member works 40 hours per week and another works 10 hours per week, the calculation would be: 40/40 + 10/40 = 50/40 = 1.25 FTEs Please note that where an employee (eg, a consultant psychiatrist) has been job-sized as being employed for more than 1.0 FTE (eg, employed as 1.2 FTE for undertaking additional management duties), only 1.0 FTE is to be recorded.
General Hospital Beds	The total number of General Hospital beds in the region on the last day of the period. Count occupied and unoccupied beds.
Group Session	A group session is a psychotherapy/skill development/education programme designed for more than two individuals which lasts between one and three hours.
Group Session Delivered	The total number of group sessions provided during the period.
Hui Held	The total number of Hui held during the period.

Definition	Description
Hui Narrative Report	Number of trainees supported/individual training packages developed.
Hui Participants	The total number of attendees participating in Hui held during the period.
Hui Narrative Report (Details of each Hui)	A summarised report of each Hui held during the period, the report should include: • Details of attendees origin eg, HHS, NGO, family/whanau • Location of Hui • Topics of discussion
Inpatient Admissions	The number of people admitted to the inpatient service during the period.
Involuntary Discharges Commenced	The number of clients who have ended involvement with the service during the period, where the decision to end involvement was not made by either the service or the client, eg, justice or prison involvement.
Kaumatua & Taua (Kuia) FTE Staff	Report the total number of FTE Kaumatua and Taua employed by the service. Kaumatua and Taua FTEs are defined as full-time equivalent (see definition of FTE) staff, who are specifically employed to provide guidance and support to the mental health service. Only include those people employed in a specified Kaumatua and Taua position. Exclude time that is formally devoted to administrative or management functions (eg, half-time coordination of a community team).
Longest Time on Waiting List	The most days that any one person on the waiting list has spent on that waiting list. Count on the last day of the reporting period.
Maori Advisory FTE staff	Report the total number of FTE (see definition of FTE) Maori Advisory staff (who may or may not hold a professional qualification). Exclude time that is formally devoted to administrative or management functions (eg, half-time coordination of a community team).
Maori Training Posts FTE staff	Report the total number of FTE (see definition of FTE) staff specifically employed in Maori Training Posts. Exclude time that is formally devoted to administrative or management functions (eg, half-time coordination of a community team).
Methadone Places Available	The number of places available on Methadone Treatment Programmes at one point in time in the period, if the number of people so treated were constant during the period. (Include both GP and Specialist Alcohol and Drug Services.)
Monthly Expenditure for Flexi-Fund with a breakdown of information re: utilisation	A report which provides summary level information regarding utilisation of the Regional Co-ordination Service flexi-fund. This report will provide the following information regarding each individual support package purchased: the type of support purchased, the number of days the support was provided and the cost per day.
Number of FTE staff (Senior Medical)	Report the total number of FTE Senior Medical (SMO) staff employed in the service. Senior Medical FTEs are defined as a full-time equivalent (see definition of FTE) staff who have face-to-face contact in a medical or therapeutic role with clients and who are Registered Medical Practitioners and hold a current practising certificate. Exclude time that is formally devoted to

Definition	Description
	administrative or management functions (eg, half-time coordination of a community team). For recording purposes exclude vacant positions.
Number of FTE staff (Junior Medical)	Report the total number of FTE Junior Medical staff employed in the service. Junior Medical FTEs are defined as a full-time equivalent (see definition of FTE) staff who have face-to-face contact in a medical or therapeutic role with clients and who are Registered Medical Practitioners and hold a current practising certificate. Exclude time that is formally devoted to administrative or management functions (eg, half-time coordination of a community team). For recording purposes exclude vacant positions.
Number of FTE staff (Nursing and Allied)	Report the total number of FTE Nursing and allied staff employed in the service. Nursing and allied staff FTEs are defined as a full-time equivalent (see definition of FTE) staff who have face-to-face contact in a medical or therapeutic role with clients and who are Registered Practitioners and hold a current practising certificate or affiliation with a professional body. Exclude time that is formally devoted to administrative or management functions (eg, half-time coordination of a community team). For recording purposes exclude vacant positions.
Number of FTE staff (Cultural)	Report the total number of FTE staff employed in cultural specific roles in the service. Cultural staff FTEs are defined as a full-time equivalent (see definition of FTE) staff who have face-to-face contact in a therapeutic or support role with clients and who maybe Registered Practitioners and hold a current practising certificate or registered or regulated by a health or social service professional body and or have demonstrated cultural competencies. Exclude time that is formally devoted to administrative or management functions (eg, half-time coordination of a community team). For recording purposes exclude vacant positions.
Number of FTE staff (Maori Mental Health Worker)	Report the total number of FTE Maori Mental Health Workers employed for the service. A Maori Mental Health FTE is defined as full-time equivalent (see definition of FTE) staff member employed specifically to deliver Maori Mental Health services to consumers, whanau or iwi. Only include those people employed in a specific Maori Mental Health position and not Maori staff employed in other clinical positions. Exclude time that is formally devoted to administrative or management functions (eg, half-time coordination of a community team). For recording purposes exclude vacant positions.
Number of FTE staff (Medical)	Report the total number of FTE Medical staff employed in the service. Medical FTEs are defined as a full-time equivalent (see definition of FTE) staff who have face-to-face contact in a medical or therapeutic role with clients and who are Registered Medical Practitioners and hold a current practising certificate. Exclude time that is formally devoted to administrative or management functions (eg, half-time coordination of a community team). For recording purposes exclude vacant positions.
Number of FTE staff (Nursing)	Report the total number of FTE Nursing staff employed in the service. Nursing FTEs are defined as full-time equivalent (see definition of FTE) staff who have face-to-face contact in a nursing or therapeutic role with clients and who hold a current practising certificates, Exclude time that is formally devoted to administrative or management functions (eg, half-time coordination of a community team). For recording purposes exclude vacant positions.
Number of FTE staff (Occupational Therapy)	Report the total number of FTE Occupational Therapy staff employed in the service. Occupational Therapy FTEs are defined as full-time equivalent (see definition of FTE) staff who have face-to-face contact in a occupational therapy or therapeutic/supportive role with clients and are currently registered as Occupational Therapist. Exclude time that is formally devoted to

Definition	Description
	administrative or management functions (eg, half-time coordination of a community team). For recording purposes exclude vacant positions.
Number of FTE staff (Other)	Report the total number of FTEs (see definition of FTE) for the service for 'other staff'. 'Other Staff' include any staff member involved in direct delivery of services to consumers other than medical nursing, psychology, occupational therapy, social work or Maori mental health worker. Exclude time that is formally devoted to administrative or management functions (eg, half-time coordination of a community team). For recording purposes exclude vacant positions.
Number of FTE staff (Peer support)	Report the total number of FTE staff employed in specific peer support roles in the service. Peer support staff FTEs are defined as a full-time equivalent (see definition of FTE) staff who have face-to-face contact in a therapeutic or support role with clients and who maybe Registered Practitioners and hold a current practising certificate or registered with and regulated by a health or social service professional body or received a recognised qualification and or training in Peer Support. Exclude time that is formally devoted to administrative or management functions (eg, half-time coordination of a community team). For recording purposes exclude vacant positions.
Number of FTE staff (Psychology)	Report the total number of FTE Psychology staff employed in the service. Psychology FTEs are defined as full-time (see definition of FTE) staff who have face-to-face contact in a psychology or therapeutic role with clients and are currently registered as psychologists. Exclude time that is formally devoted to administrative or management functions (eg, half-time coordination of a community team). For recording purposes exclude vacant positions.
Number of FTE staff (Social Work)	Report the total number of FTE Social Work staff employed in the service. Social Work FTEs are defined as full-time equivalent (see definition of FTE) who have face-to-face contact in a social work or therapeutic/supportive role with clients and hold a social work qualification. Exclude time that is formally devoted to administrative or management functions (eg, half-time coordination of a community team). For recording purposes exclude vacant positions.
Non-Clinical FTE	This is a full time equivalent (see definition of FTE) staff member without a health professional qualification who directly delivers clinical/therapeutic services to Mental Health consumers. Exclude time that is formally devoted to administrative or management functions (eg, half-time coordination of a community team). For recording purposes exclude vacant positions.
Occupied Bed Days	Sum of number of beds that are occupied each day during the period. For reporting purposes, count beds occupied as at 12 midnight each day. Do not count beds reserved for people on formal leave. Formal leave is defined in practice as any planned leave where a person is not physically in the inpatient or residential facility. That is, a bed would not be counted as occupied if the person was on pre-discharge leave, away visiting friends or relations for a period of time, on respite care or transferred to another service temporarily. Example: You have 7 beds but only 6 are occupied, therefore it would be 6 (beds) x No of days in period = Occupied Bed Days.
People Currently on Waiting List	The total number of people who have been assessed as eligible for receiving methadone treatment services and are waiting to begin the programme. Report the number on the waiting list on the last day of the reporting period.

People Receiving Methadone (GP prescribing on Specialist Service Authority)	The total number of people receiving methadone prescribed by GPs under specialist service authority while receiving case management from specialist Alcohol and Drug services on the last day of the working period. (T Code: T19)
People Receiving Methadone (GP Case Management)	The total number of people receiving methadone under GP case management on the last day of the working period.
People Receiving Methadone (Specialist Service Case Management)	The total number of people receiving methadone treatment under specialist Alcohol and Drug service case management on the last day of the reporting period. (Exclude GP prescribing and GP methadone case management.) (T Code: T18)
People Referred Back from GP	Number of people referred to a specialist methadone service by a GP in circumstances where the GP has previously been responsible for providing methadone treatment services to that person. ie, Where the GP has been the "case manager" and requests a specialist methadone service take over this role.
People Supported by this Service at the End of the Period/Month (by NZ Maori, Pacific Island, Other)	The number of current clients (individuals or families) currently receiving services. For definition of 'current client', see above. Although a client may identify as more than one ethnicity, for reporting purposes count them only once. You should prioritise by the Ministry of Health standards ie, NZ Maori, Pacific Island and Other. Example: A client identifies as NZ Maori and Pacific Island. You should count this person only once. They should be reported as NZ Maori. If a client does not identify as any ethnicity then you should enter in Other.
People Supported by this Service during the Period/Month (by NZ Maori, Pacific Island, Other)	Where provider can count Service Users individually, this figure should be the total number of people who have been current clients during the period. Count only once those people who have been discharged and re-entered the service during the period or who have used multiple services. Where the provider cannot count Service Users once only for recurrent service use or for use of multiple services, record "not measured". Although a client may identify as more than one ethnicity, for reporting purposes count them only once. You should prioritise by the Ministry of Health standards ie, NZ Maori, Pacific Island and Other. Example: A client identifies as NZ Maori and Pacific Island. You should count this person only once. They should be reported as NZ Maori. If a client does not identify as any ethnicity then you should enter in Other.
Planned Discharges	The number of clients who have finished their involvement with the service during the period where the decision to finish involvement with the service was reached by mutual agreement between the client and the service.
Programmes Delivered	The total number of mental health promotion programmes delivered during the period.
Re-admissions	The total number of consumers re-admitted to an inpatient mental health service within twenty eight days of previous discharge, where: • the readmission was not planned at the time of discharge; and

	• the readmission is to the same service. Count those consumers who are on trial leave for 10 days or more who returned prior to their planned re-admission date.
Senior Medical FTE	This is a full time equivalent (see definition of FTE) senior medical staff member (including DAMHS, but excluding Registrars and House Surgeons) involved in the direct delivery of services to Mental Health consumers. Exclude time that is formally devoted to administrative or management functions (eg, half-time coordination of a community team).
Suicides of Current Clients	The number of suicides of current clients during reporting period. Count only once for users of multiple services.
Transfers to an Inpatient Unit/Off Site Respite	The total number of people transferred from an accommodation service to a mental health inpatient unit or crisis respite service during the reporting period.
Unplanned Discharges - Self Initiated	The number of clients who have ended involvement with the service during the period, where the decision to end involvement was made by the client before the planned therapy/treatment was completed.
Unplanned Discharges - Service Initiated	The number of clients who have ended involvement with the service during the period, where the decision to end involvement was made by the service before the planned therapy/treatment was completed.

SERVICE SPECIFICATION

Management of Quarterly Meetings of Nga Hau E Wha to provide Sector Intelligence from consumers to the Ministry of Health

Background

Nga Hau E Wha consists of two representatives from each of the four regional consumer networks and was established to enable the networks to learn from each other in order to strengthen the consumer voice and improve consumer engagement and involvement locally, regionally and nationally.

Nga Hau E Wha also contributes to the following Mental Health Commission and Ministry of Health strategic policy documents:

- Blueprint II Improving mental health and wellbeing for all New Zealanders: How things need to be
- Rising to the Challenge: The Mental Health and Addiction Service Development Plan 2012-2017

Services to be provided under this Agreement

The Ministry of Health (the Ministry) requires Mental Health Advocacy and Support ("you") to be responsible for the management and coordination of quarterly Nga Hau E Wha meetings and processes ("the Services").

The objectives of these Services are to enable Nga Hau E Wha to:

- provide sector intelligence from the perspective of people with lived experience to the Ministry
- be able to coordinate input into strategic documents and key pieces of work within the sector and those developed by the Ministry to provide a consumer perspective
- provide input and comment on strategic service developments proposed by the Ministry to ensure responsiveness to the needs of those with lived experience
- provide an overview of national issues or challenges identified by consumers that will also include peer support services
- provide an overview of areas of best practice as identified by consumers
- develop and maintain relationships with key stakeholders in the sector.

Output 1: Management and coordination of quarterly Nga Hau e Wha meetings and processes

1.1 You will provide secretarial services for the management and coordination of quarterly Nga Hau E Wha meetings and processes including:

- Agreeing dates, times and agenda for meetings with the Nga Hau E Wha members.
- Funding and arranging suitable return flights for the representatives, accommodation, airport transfers, venue hire, catering and any other services required for the effective and efficient management of the quarterly Nga Hau E Wha meetings

1.2 You will ensure that the Nga Hau E Wha meetings include two representatives from each of the following areas:

- Northern Region

- Midland Region
- Central Region
- Southern Region

These regions are defined as the DHB regions.

Representatives from these regions will usually be mandated by the established consumer networks in those regions. In the absence of established network organisations, or in the event that those organisations do not mandate representatives to Nga Hau E Wha, then representatives from those regions shall be selected following the processes described in Nga Hau E Wha's Terms of Reference. Nga Hau E Wha are responsible for recruiting representatives to the group.

1.3 You will ensure that the agenda for meetings is structured to enable the representatives identified in clause 1.2 to learn about consumer networking activities in each other's regions and collaborate to strengthen their capacity for their experiences to be shared at local, regional and national levels. The agenda will also provide opportunities to discuss national issues, and link with other key strategic partners.

1.4 From time to time you will invite officials from the Ministry of Health or other agencies to attend meetings with Nga Hau E Wha.

1.5 You will operate in a way that is consistent with and furthers the Terms of Reference of Nga Hau E Wha.

1.6 This Agreement concerns only the management and coordination of quarterly meetings of Nga Hau E Wha; any documents or communications produced by Nga Hau E Wha at (or as a result of) any meetings held to fulfil this contract are owned by Nga Hau E Wha. In instances where the Ministry considers that material produced by Nga Hau E Wha should be distributed to other stakeholders, the Ministry will seek the agreement of Nga Hau E Wha before doing so.

1.7 You will provide an overview of national issues or challenges in the Mental Health and Addiction sector as identified by people with experience in that sector.

1.8 You will provide an overview of areas of best practice in the Mental Health and Addiction sector as identified by people with experience in that sector.

1.9 You will provide an overview of changes or developments that Nga Hau E Wha believe have been generated out of Rising to the Challenge.

Output 2: Six monthly reporting

2.1 You will provide six-monthly reports in partnership with Nga Hau E Wha to the Ministry's Senior Contract Manager on the outputs described in this specification.

2.2 The six-monthly reports will include a record of the dates of meetings held in the preceding six months and names of attendees from each region.

2.3 As a minimum the six monthly reports will include the following information:

- an overview of the areas identified in clauses 1.7,1.8 and 1.9
- consumer sector feedback to the Ministry on the strategic direction of mental health and addictions

- any other information you would like the Ministry to be aware of

2.4 You will work closely with Nga Hau E Wha to agree on the process for the development of the six-monthly reports, and a final copy will be made available to Nga Hau E Wha for comment before being sent to the Ministry.

2.6 While you have responsibility for submitting the six-monthly reports, the Ministry expects that compiling the reports will be the collective responsibility of those people who attended each meeting of Nga Hau E Wha.

2.7 The six-monthly reports will be provided to the Ministry's Senior Contract Manager, Mental Health Programmes, Mental Health & Addiction Programmes, Service Commissioning, Ministry of Health, PO Box 5013, Wellington or preferably email to:

MentalHealth&AddictionsContracts@moh.govt.nz with the subject line "Nga Hau E Wha Report".

Period	Report due date
01 July 2016 to 31 December 2016	20 January 2017
01 January 2017 to 30 June 2017	20 July 2017

2.8 You will also provide a six-monthly expenditure report. This report will include expenditure as follows:

Expenditure Item	Budget	Actual
Travel – (airfares, taxis, etc)	$18,800	
Accommodation	$4,800	
Venue hire, catering and other meeting costs	$6,400	
Administration allocation	$3,880	
Meeting fees	$6,120	
Overheads (MHAPS Fee)	$8,000	
Total	**$48,000**	

Funding

3.1 For the period 1 July 2016 to 30 June 2017, you will provide the Services under this Agreement for up to a total amount of forty eight thousand dollars only ($48,000.00) per annum (GST exclusive) (the Funding).

3.2 Payment of Funding is dependent on delivery of the Services in accordance with the requirements of this Service Specification, including receipt of satisfactory reports as specified in clause 2.1of this Service Specification.

3.3 The Funding will be paid in equal monthly instalments in arrears.

Application of Funding

3.4 You agree to apply 100% of the Funding in accordance with this Agreement.

3.5 If, upon the expiry or termination of this Agreement, you have any surplus (including any interest accrued) Funding, you will repay the surplus to us, or with our prior agreement, apply the surplus to further Nga Hau E Wha activity.