



Sent by: Salena
Branson/MOH

04/06/2017 02:29 p.m.

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

Subject: Mental Health Advocacy and Peer Support Trust - Management and Coordination
of Quarterly Meetings of Nga Hau E Wha to Provide - 356272-01

Hi Mark

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 356272-01.pdf

Released under the Official Information Act 1982

Variation to 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
Auckland
Ph: 09-580 9000
Fax: 09-580 9001

130 Grantham Street
PO Box 1031
Hamilton
Ph: 07-858 7000
Fax: 07-858 7001

133 Molesworth Street
PO Box 5013
Wellington
Ph: 04-496 2000
Fax: 04-496 2340

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

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

Contact:

**Mental Health Senior Contract
Manager (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

CONTENTS OF THIS AGREEMENT

A:	SUMMARY	2
B:	PROVIDER SPECIFIC TERMS AND CONDITIONS	3

A: SUMMARY

A1 Definitions

- a. "we", "us", "our" means Her Majesty the Queen in Right of Her Government in New Zealand (acting by and through the Ministry of Health (MoH))
- b. "you", "your" means Mental Health Advocacy and Peer Support Trust
- c. "either of us" means either we or you
- d. "both of us" means both we and you

A2 The Agreement

In 2016 both of us entered into a Health and Disability Services Agreement (the Agreement). The Agreement commenced on 1 July 2016 and ends on 30 June 2017 and is numbered (237725 / 356272/00).

A3 Variation

This is the 01 variation to the Agreement and extends the Agreement term. This variation to the Agreement begins on 01 July 2017 and ends on 30 June 2018.

A4 Section B

The attached Section B includes all of the adjustments to this Agreement as a result of this variation.

A5 Remainder of Agreement

The remaining terms and conditions of the Agreement are confirmed in all respects except for the variations as set out in this document.

A6 Signatures

Please confirm your acceptance of the Agreement by signing where indicated below.

For **Her Majesty the Queen:**

For **Mental Health Advocacy and Peer Support Trust:**

_____ (signature)

_____ (signature)

Name

Name

Position

Position

Date

Date

B: PROVIDER SPECIFIC TERMS AND CONDITIONS

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

Legal Entity Name	Mental Health Advocacy and Peer Support Trust
Legal Entity Number	237725
Contract Number	356272 / 01
Variation Commencement Date	01 July 2017
Variation End Date	30 June 2018

B2 Details of all purchase units which apply to this Variation

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		

PAYMENT DETAILS

B3 Price

B3.1 The price we will pay for the Service you provide is specified above. Note that all prices are exclusive of GST.

B4 Invoicing

B4.1 We will pay you on the dates set out in the Payment Schedule below for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- a. provider name (legal entity name)
- b. provider number (legal entity number)
- c. provider invoice number
- d. contract number
- e. purchase unit number or a description of the service being provided
- f. date the invoice is due to be paid/date payment expected
- g. dollar amount to be paid
- h. period the service was provided
- i. volume, if applicable
- j. GST rate
- k. GST number
- l. full name of funder

If we do not receive an invoice from you by the date specified in the payment schedule below, then we will pay you within 20 days after we receive the invoice.

B5 Invoicing Address

Send invoices to:

providerinvoices@moh.govt.nz

or post to:

Provider Payments
Ministry of Health
Private Bag 1942
Dunedin 9054

B6 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)
21 August 2017	31 July 2017	July 2017	\$4,000.00
20 September 2017	31 August 2017	August 2017	\$4,000.00
20 October 2017	30 September 2017	September 2017	\$4,000.00
21 November 2017	31 October 2017	October 2017	\$4,000.00
20 December 2017	30 November 2017	November 2017	\$4,000.00
22 January 2018	31 December 2017	December 2017	\$4,000.00
20 February 2018	31 January 2018	January 2018	\$4,000.00
20 March 2018	28 February 2018	February 2018	\$4,000.00
20 April 2018	31 March 2018	March 2018	\$4,000.00
21 May 2018	30 April 2018	April 2018	\$4,000.00
20 June 2018	31 May 2018	May 2018	\$4,000.00
20 July 2018	30 June 2018	June 2018	\$4,000.00
Total			\$48,000.00

B7 Vulnerable Children Act 2014

According to section 15 of the Vulnerable Children Act 2014¹, 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.

¹ <http://www.legislation.govt.nz/act/public/2014/0040/latest/DLM5501618.html>

Worker Safety Checks

If you have workers 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

Released under the Official Information Act 1982

² <http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482241.html>



Sent by: Mark
Coburn/MOH

14/06/2017 10:30 a.m.

To: scannedagreements/MOH@MOH,
cc:
bcc:

Subject: 356272-01 MHAPST - Management of Nga Hau E Wha meetings - CMS
activation



356272-01 MHAPST - Management of Nga Hau E Wha meetings - signed.pdf

Mark Coburn
Contracts Administrator (L3)
Contract Support - Operational Excellence
Service Commissioning
Ministry of Health
DDI: 04 816 2041

<http://www.health.govt.nz>
Mark_Coburn@moh.govt.nz
MentalHealth&AddictionContracts@moh.govt.nz

Released under the Official Information Act 1982

Variation to 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
Auckland
Ph: 09-580 9000
Fax: 09-580 9001

130 Grantham Street
PO Box 1031
Hamilton
Ph: 07-858 7000
Fax: 07-858 7001

133 Molesworth Street
PO Box 5013
Wellington
Ph: 04-496 2000
Fax: 04-496 2340

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

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

Contact:

Mental Health Senior Contract
Manager (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

Released under the Official Information Act 1982

CONTENTS OF THIS AGREEMENT

A.	SUMMARY	2
B.	PROVIDER SPECIFIC TERMS AND CONDITIONS	3

A: SUMMARY

A1 Definitions

- a. "we", "us", "our" means Her Majesty the Queen in Right of Her Government in New Zealand (acting by and through the Ministry of Health (MoH))
- b. "you", "your" means Mental Health Advocacy and Peer Support Trust
- c. "either of us" means either we or you
- d. "both of us" means both we and you

A2 The Agreement

In 2016 both of us entered into a Health and Disability Services Agreement (the Agreement). The Agreement commenced on 1 July 2016 and ends on 30 June 2017 and is numbered (237725 / 356272/00).

A3 Variation

This is the 01 variation to the Agreement and extends the Agreement term. This variation to the Agreement begins on 01 July 2017 and ends on 30 June 2018.

A4 Section B

The attached Section B includes all of the adjustments to this Agreement as a result of this variation.

A5 Remainder of Agreement

The remaining terms and conditions of the Agreement are confirmed in all respects except for the variations as set out in this document.

A6 Signatures

Please confirm your acceptance of the Agreement by signing where indicated below.

For Her Majesty the Queen:

For Mental Health Advocacy and Peer Support Trust:

 (signature)

 (signature)

Name S. Kunowski

Name Sue Ricketts

Position Group Manager

Position General Manager

Date 13/6/17

Date 9/6/17

B: PROVIDER SPECIFIC TERMS AND CONDITIONS

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

Legal Entity Name	Mental Health Advocacy and Peer Support Trust
Legal Entity Number	237725
Contract Number	356272 / 01
Variation Commencement Date	01 July 2017
Variation End Date	30 June 2018

B2 Details of all purchase units which apply to this Variation

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		

PAYMENT DETAILS

B3 Price

B3.1 The price we will pay for the Service you provide is specified above. Note that all prices are exclusive of GST.

B4 Invoicing

B4.1 We will pay you on the dates set out in the Payment Schedule below for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- a. provider name (legal entity name)
- b. provider number (legal entity number)
- c. provider invoice number
- d. contract number
- e. purchase unit number or a description of the service being provided
- f. date the invoice is due to be paid/date payment expected
- g. dollar amount to be paid
- h. period the service was provided
- i. volume, if applicable
- j. GST rate
- k. GST number
- l. full name of funder

SM

If we do not receive an invoice from you by the date specified in the payment schedule below, then we will pay you within 20 days after we receive the invoice.

B5 Invoicing Address

Send invoices to:

providerinvoices@moh.govt.nz

or post to:

Provider Payments
Ministry of Health
Private Bag 1942
Dunedin 9054

B6 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)
21 August 2017	31 July 2017	July 2017	\$4,000.00
20 September 2017	31 August 2017	August 2017	\$4,000.00
20 October 2017	30 September 2017	September 2017	\$4,000.00
21 November 2017	31 October 2017	October 2017	\$4,000.00
20 December 2017	30 November 2017	November 2017	\$4,000.00
22 January 2018	31 December 2017	December 2017	\$4,000.00
20 February 2018	31 January 2018	January 2018	\$4,000.00
20 March 2018	28 February 2018	February 2018	\$4,000.00
20 April 2018	31 March 2018	March 2018	\$4,000.00
21 May 2018	30 April 2018	April 2018	\$4,000.00
20 June 2018	31 May 2018	May 2018	\$4,000.00
20 July 2018	30 June 2018	June 2018	\$4,000.00
Total			\$48,000.00

B7 Vulnerable Children Act 2014

According to section 15 of the Vulnerable Children Act 2014¹, 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.

¹ <http://www.legislation.govt.nz/act/public/2014/0040/latest/DLM5501618.html>

SDM

Worker Safety Checks

If you have workers 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

Released under the Official Information Act 1982

² <http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482241.html>

502