

## Theresa Fraser

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**From:** Karen Evison  
**Sent:** Tuesday, 26 June 2018 3:42 p.m.  
**To:** Tina Lees  
**Cc:** Yvonne Rogers; Pip King  
**Subject:** RE: Smokefree communication with staff

Hi Tina

I popped down but you are out and about now too. The wind down plan had Tipu Ora discussions. I had spoken to Pip that they would be the obvious place for future service connection for referrals/support. I am not sure what conversations or processes have been put in place with them but that should be settled by now so you can advise staff of the referral process. I don't know if the whomever took on the role to discuss with Tipu Ora next steps managed to negotiate Tipu Ora coming on site to provide cessation support or not but whatever was discussed will determine what process you advise staff. Pip is away today so I can't check in with her but will leave it to the three of you to resolve so you can put a clear message out to staff. I am in Wellington tomorrow sorry. I do know the Ministry is supportive of our wind down plans and expectations re Tipu Ora going forward,

Thanks  
Karen

*Karen Evison*

*Director Strategy, Planning and Funding  
Lakes District Health Board  
07 349 7863 or 021 820 948*

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**From:** Tina Lees  
**Sent:** Tuesday, 26 June 2018 1:31 p.m.  
**To:** Karen Evison  
**Cc:** Yvonne Rogers; Marieke Wass  
**Subject:** Smokefree communication with staff

Hi Karen,

I tried to see you today between meetings but kept missing you!

Yvonne and I have had lots of questions from doctors, nurses, midwives, HR around what's happening re smokefree from next week and we don't know how to answer them. Queries relate to referral processes (we've sent referral forms to relevant staff), NRT packs given out in ED, and orientation for new staff (doctors and organisational orientation). Can you please advise us on what to say to staff.

Thank you, Tina

Tina Lees, Smokefree Clinical Midwife Educator, Lakes DHB, M 0275117734, P 07 3497955 ext 8957

**Theresa Fraser**

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**From:** Karen Evison  
**Sent:** Wednesday, 28 March 2018 11:22 a.m.  
**To:** Yvonne Rogers  
**Cc:** Hannes Schoeman  
**Subject:** RE: Tobacco Control Contract funding

Hi

Great, please work with Marieke to find a time that works for you 😊

Thanks  
Karen

*Karen Evison  
Director Strategy, Planning and Funding  
Lakes District Health Board  
07 349 7863 or 021 820 948*

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**From:** Yvonne Rogers  
**Sent:** Wednesday, 28 March 2018 9:12 a.m.  
**To:** Karen Evison  
**Cc:** Hannes Schoeman  
**Subject:** RE: Tobacco Control Contract funding

Morena Karen

I can I meet with re: pilot transition project, there may have been a misunderstanding. I would like to discuss this further with you.

Thanks Yvonne

Yvonne Rogers | Smokefree Co-ordinator | Planning & Funding | Lakes DHB | 📞 Rufus (07) 349-7865 or 18408 or Cell (027) 477-8961



I vote FOR fluoride being added to the water

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**From:** Karen Evison  
**Sent:** Friday, 23 March 2018 12:09 p.m.  
**To:** Yvonne Rogers  
**Cc:** Hannes Schoeman  
**Subject:** FW: Tobacco Control Contract funding

Tena Koe Yvonne

Thank you for your letter and apologies for the delay responding.

Just to clarify the minutes from the meeting you refer to stated  
“DHB Tobacco Control Contracts

– Questions were raised by Lakes DHB regarding what is happening with the TC contracts that are due to expire 30 June 2018. The Ministry advised the TIN meetings the following:  
The new government’s current priority is on enacting the 100 day plan. The government’s new health priorities will be communicated once we have received this. It is the Ministry’s expectation that the DHB's will

continue to support the current health targets and to actively support the regional stop smoking service as per requirements of their existing contract with the Ministry of Health. We will contact and update DHB's once we have further information"

We have received no further written information from the Ministry of Health. I have spoken with the Ministry recently and it is not the intention for the current contract to be extended with Lakes DHB at this point in time. The Ministry confirmed no funding approval for any Smokefree DHB contracts has been given. There are strategic conversations occurring around bundling a previous range of 'well-being/prevention' contracts into a new approach that would be vastly different for Lakes from what we have been asked to do previously.

I can confirm that the letter we gave you of notice that your temporary role will finish at the end of our contract term with the Ministry still stands. I have asked Pip to work with you to go through a service wind down to exit plan in advance of the 30 June.

Pip has advised me she discussed with you the option to do some work with our pilot transitions project that Leonie is leading as your current role winds down and that you were not interested. I am happy to talk with you about this and or other options to help you with exploring options post June,

Thank you  
Karen

*Karen Evison*

*Director Strategy, Planning and Funding  
Lakes District Health Board  
07 349 7863 or 021 820 948*

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**From:** Yvonne Rogers  
**Sent:** Monday, 12 March 2018 4:33 p.m.  
**To:** Karen Evison  
**Cc:** Pip King  
**Subject:** Tobacco Control Contract funding

Tena koe Karen

Please see attached correspondence.

Kia ora Yvonne

<image001.png>



# Staff Notice

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Friday 15 June 2018

## **Smokefree roles at Lakes to end**

The smokefree team that has provided a comprehensive smokefree service at Lakes DHB for the past decade is not being funded after the end of June 2018.

As a result, the team members of smokefree co-ordinator Yvonne Rogers and smokefree midwife Tina Lees will end their current roles at the end of this month.

Karen Evison, the Director of Strategy, Planning and Funding for Lakes DHB has acknowledged the very good work and results of the team in the past decade.

She says while Lakes DHB was initially a poor performer in smoking health target area, it went on to become the first DHB to reach the target and show leadership and accountability.

Karen Evison says there has been a significant culture change across the DHB staff and population towards tobacco smoking as the service enacted a “helping all smokers to quit” culture.

She says the Ministry of Health is undertraining a programme of work under the banner of realigning tobacco control, and plans to enlarge the services delivered to include all lifestyle modifiable behaviours.

Karen Evison is confident that smokefree services in the Lakes DHB area can be absorbed/transitioned into ‘business as usual’ in all clinical areas, with those smokers in need of help still able to receive help to quit.

The health target reporting remains but is no longer a national health target, but some nine years of reporting has helped make staff aware of the high priority needed to help smokers quit.

Karen Evison says a comprehensive transition programme for smokefree activities outlines what tasks will be moved, and to where, and work will continue in the coming months to ensure a smooth cross over.

She says the key change for staff will be that they will be referring smokers solely to Tipu Ora's Stop Smoking Service – 0800 348 2400 or <https://www.tostopsmoking.nz/> or email [referralhub@tipuora.org.nz](mailto:referralhub@tipuora.org.nz) .

In the past the DHB smokefree team would provide help.

ends

**For more information contact:**

**Sue Wilkie Communications Officer or Shan Tapsell, Assistant Communications Officer**  
**Phone extn 7944 or mobile 027 242 3652**

## Theresa Fraser

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**From:** Anna\_Redican@moh.govt.nz  
**Sent:** Tuesday, 15 May 2018 5:46 p.m.  
**To:** Yvonne Rogers  
**Subject:** Re: FW: DHB Tobacco Contracts

Tena koe Yvonne

First, I sincerely apologise for any misunderstanding, confusion and anxiety that may have been caused by the various verbal communications from Ministry of Health officials about these contracts. I expect that a letter will be sent to the DHBs to clarify the situation by the end of next week.

Kind regards  
Anna

Anna Redican  
Manager Communicable Diseases and Healthy Environments &  
Acting Manager Chronic Disease Prevention  
System Outcomes  
Service Commissioning  
Ministry of Health  
DDI: 09 580 9016  
Mobile: 021 807014

<http://www.health.govt.nz>  
[mailto:Anna\\_Redican@moh.govt.nz](mailto:Anna_Redican@moh.govt.nz)

**From:** Yvonne Rogers <Yvonne.Rogers@lakesdhb.govt.nz>  
**To:** "Anna\_Redican@moh.govt.nz" <Anna\_Redican@moh.govt.nz>,  
**Date:** 07/05/2018 03:51 p.m.  
**Subject:** FW: DHB Tobacco Contracts

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Tena koe Anna

My name is Yvonne Rogers, currently in the role of Smoke free co-ordinator in Lakes DHB. I acknowledge Jo Muschamp and her invaluable leadership in this important work. In earlier communications with Veronica Adams relating to my queries about DHB Tobacco Control Contracts, she suggested that I should contact you directly on my following inquiries and concerns.

I have received conflicting information which has provided some confusion and I am seeking clarification of the MOH direction with funding DHB Tobacco Control Contracts, 2018-2019. I received a letter dated 27 November 2017 (see attached) from the Lakes DHB Director of Strategy, Planning and Funding saying "early indication received from the MOH that funding for this contractual initiative in it's current format will not continue, or the initiative itself will not continue beyond June 2018".

Lakes DHB was involved with the Midlands Tobacco Integration Network (TIN) Zoom web conference meeting on December 7<sup>th</sup> 2017. In the notes from this meeting the following was recorded:

### **DHB Tobacco Control Contracts**

Quote " Questions were raised by Lakes DHB regarding what is happening with the TC contracts that are due to expire 30 June 2018. The Ministry advised the TIN of the following:

The new government's current priority is on enacting the 100 day plan. The government's new health priorities will be communicated once we have received this. It is the Ministry's expectation that the DHB's will continue to support the current

health targets and to actively support the regional stop smoking service as per requirements of their existing contract with the Ministry of Health. We will contact and update DHB's once we have further information".

I would like to clarify that Lakes did not raise the TC contracts issue, but rather, it was Tui Ora and Taranaki DHB that actually raised the question regarding contracts. I distinctly recall and noted that Jo Muschamp's reply to their question was DHB Tobacco Control Contracts would be renewed unchanged for 2018-2019 for 1 year to funding board agreement, confirmation of this would be sent Jan-Feb 2018. I asked Jo during the Zoom web conference and she repeated that reply. I appreciate the sincerity of the korero and do acknowledge how the landscape can often change, and people provide the best information they have at the time, so this is no criticism of the information given by Jo whatsoever. However, when I received the above notes I immediately replied to Tony Brown on the 12 December to amend the minutes from that Zoom web conference. Regretfully, I have not received any acknowledgement or reply from him at all. I raised the issue with Karen Evison, Director – Strategy, Planning and Funding (DSPF). The response I received was as follows;

"We have received no further written information from the Ministry of Health. I have spoken with the Ministry recently and it is not the intention for the current contract to be extended with Lakes DHB at this point in time. The Ministry confirmed no funding approval for any Smokefree DHB contracts has been given. There are strategic conversations occurring around bundling a previous range of 'well-being/prevention' contracts into a new approach that would be vastly different for Lakes from what we have been asked to do previously.

I can confirm that the letter we gave you of notice that your temporary role will finish at the end of our contract term with the Ministry still stands. I have asked Pip to work with you to go through a service wind down to exit plan in advance of the 30 June".

Aroha mai Anna, but notice of intention of the Ministry not extending the Lakes DHB Tobacco Control Contract as stated above by the DSPF is alarming personally and professionally, and I would like to respectfully seek your clarification and/or confirmation given the significant implications to the population of Lakes (particularly Maori population) and of course employment issues. It was also disappointing to later discover that advice given by the DSPF that Tony Brown had advised her of a rogue Ministry colleague advising the web conference that the TC contracts were likely to remain the same, just adds further apprehension. Naturally this raises huge concerns for me given the effect it will have on Lakes DHB population.

The impact of tobacco on Maori health is considerable, with the death rates attributable to smoking up to three times higher than non-Maori which contributes significantly to health inequalities in the Lakes DHB population. Around 500 Lakes DHB inpatients per month would be expected to smoke and around 120 deaths per year in the Lakes DHB region are attributable to smoking.

- Lakes DHB's population exhibits some of the highest levels of health inequality in the country
- The life expectancy of the population is around two years lower than the national average
- Annual growth rate of the region is small with the population expected to have increased by only 1.0 percent between 2015 and 2026. The overall growth rate for Māori over this same period however is predicted to be higher at 2.4 percent
- Māori make up 34.6 percent of the Lakes DHB population currently but this is estimated to increase slightly to 35.1 percent by 2026
- Those under 15 years make up just over one fifth of the population (21.7 percent) although this proportion is predicted to drop to 19.4 percent by 2026
- Currently, an estimated 51.8 percent of this age group are Māori
- Those aged 75 years and over constitute 6.3 percent of the Lakes population at present but this percentage is expected to increase to 9.3 percent by 2026
- It is estimated that currently only 11.7 percent of this age group are Māori

How does Lakes DHB intend to meet the Health Targets and DHB performance measure if there is no one monitoring this? How does Lakes DHB intend to achieve equity for Maori, when the in-patient service provides a pivotal role to inform whanau of their options and be the first on hand to start the smoking cessation process. Staff are devastated that this is happening, they know how important the smokefree interventions are and the relationships and rapport we have with patients and their whanau. Our staff overall don't have time to undertake this work and we know how important early intervention is.

I respectfully and humbly bring these kaupapa to your attention Anna, in the hope we (myself and colleagues) may feel confidence in the integrity of information received and communicated given the significant impact this has on addressing Maori equity and equality health outcomes.

Nga mihi rangatira ki a koe Anna.

Naku na,



I vote FOR fluoride being added to the water

As you can appreciate Smoking is still a big issue for the Lakes community, and any changes to the contract should have included those delivering the contract. I am looking for some clarity as to what is happening in this space, and have been advised that you provide leadership for those working in the Tobacco Control space.

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12 March 2018

Karen Evison  
Director – Strategy, Planning and Funding  
Lakes District Health Board  
Rotorua

re: Tobacco Control Contract funding

Tena koe Karen

I refer to your letter of 27<sup>th</sup> November 2017 in which you indicated that the Tobacco Control Contract funded by the Ministry of Health may not be extended after 30 June 2018. If this was the situation this would mean that my fixed term contract which has been renewed annually for the past 9 years on the bases that funding had been secured would not be renewed.

However, the Midland Regional Tobacco Network Intervention zoom web conference call held on December 7<sup>th</sup> 2017 with the Ministry of Health, BOP DHB, Hawkes Bay DHB, Waikato DHB, Tairāwhiti DHB, Lakes DHB, Taranaki DHB, Midlands Primary Health Organisations, Midland Health Network, Midlands Public Health Units and Midlands Stop Smoking Services were advised by Jo Muschamp that all DHB Tobacco Control Contracts would continue to be funded unchanged for the 2018-2019 period.

I am therefore requesting official confirmation whether Lakes District Health Board will receive funding for the Tobacco Control Contract for the 12 month period from 30.06.2018.

I would appreciate confirmation at your earliest convenience.

Nga mihi

Yvonne Rogers  
3 Karamu Street  
Mamaku  
ROTORUA

## Theresa Fraser

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**From:** Yvonne Rogers  
**Sent:** Tuesday, 12 December 2017 3:48 p.m.  
**To:** 'Tony\_Brown@moh.govt.nz'  
**Cc:** Tina Lees; Pip King  
**Subject:** RE: Follow up from Midlands Regional Tobacco Integration Network (Zoom web conference)

Hi Tony

Thanks for the notes from our TIN meeting.

Can you please amend the wording in the section titled, DHB Contracts.

Questions were not raised during the meeting by Lakes DHB.  
The subject of PHU contracts were raised up by Tui Ora and Taranaki DHB (Taranaki Region).

Our understanding of what was said by Jo? regarding DHB Tobacco Control Contracts was that they would be renewed unchanged for 2018-2019 for 1 year subject to funding board agreement, confirmation of this would be sent Jan-Feb 2018.

Hope you agree this better reflects what was said in the meeting.

Best wishes Yvonne and Tina

Yvonne Rogers | Smokefree Co-ordinator | Planning & Funding | Lakes DHB | ☎ Potona (07) 349-7955 ext 8488 or Cell (027) 477-0961



I vote FOR fluoride being added to the water

**From:** Tony\_Brown@moh.govt.nz [mailto:Tony\_Brown@moh.govt.nz]

**Sent:** Monday, 11 December 2017 3:22 p.m.

**To:** Alexis.Nathan@northlanddhd.org.nz; Angela.Chong@procare.co.nz; basil.fernandes@middlemore.co.nz; BradN@adhb.govt.nz; DeanA@adhb.govt.nz; Ellie.Berghan@northlanddhd.org.nz; Harold.Werata@northlanddhd.org.nz; Hira.Harema@thefono.org; Jan.Marshall@northlanddhd.org.nz; Johnny\_C@procare.co.nz; Leanne.Catchpole@waitematadhb.govt.nz; Lucy.Wu@procare.co.nz; Maria.Lafaele@waitematadhb.govt.nz; peter.aldous@thefono.org; Sally.Dalhousie@thefono.org; Warren.Moetara@northlanddhd.org.nz; Michelle.Lee@middlemore.co.nz; MarkT@manaiapho.co.nz; Alice.Walker@bopdhd.govt.nz; Barry Smith; bhingston@tipuora.org.nz; cassinosmith.stopsmokingservices@outlook.com; cblackwell@temanutoroa.org.nz; atewhau@tipuora.org.nz; Channa.Perry@tdhb.org.nz; Dallas.Honey@waikatodhb.health.nz; emily.beswick@pinnacle.health.nz; George.Rapana@tuiora.co.nz; glenda.raumati@ngamiro.co.nz; Iain.Diamond@tdh.org.nz; Kim.Holt@aeretai.nz; Lizzie.Spence@ebpha.org.nz; Marnie.Reinfelds@tdhb.org.nz; Michelle.MacLachlan@waikatodhb.health.nz; Michelle.Murray@ebpha.org.nz; Nicola.ehau@tdh.org.nz; puamiria.Maaka@pinnacle.health.nz; p.cook@temanutoroa.org.nz; rbourne@tipuora.org.nz; sarah.harihari@pinnacle.health.nz; Sharon.Muru@bopdhd.govt.nz; Stewart.Ngatai@bopdhd.govt.nz; Tina Lees; Yvonne Rogers; Karyn.Borman@bopdhd.govt.nz; quitsmoking.wscs@outlook.com; sngamoki@tipuora.org.nz; dpeni-levaillant@tipuora.org.nz; arapeta.taitoko@bopdhd.govt.nz; tpeck@tipuora.org.nz; roz.looker@aeretai.nz; selena.batt@pinnacle.health.nz; jacob.taiapa@pinnacle.health.nz; kay.kristensen@waikatodhb.health.nz; Alison.Hannah@ccdhd.org.nz; Candace.Sixtus@wdhb.org.nz; catherinem@kokiri-hauora.org.nz; Cath Jackson [WRDHB]; Chloe.Mercer@wrhn.org.nz; David.Jermey@midcentraldhd.govt.nz; Debbie Chin [CCDHB]; del@tewakahuia.org.nz; eleni.mason@wdhb.org.nz; george.reedy@ttoh.iwi.nz; iris.pahau@aweconsultants.co.nz; Jenny.Cawston@hawkesbaydhd.govt.nz; Joanne Reid [HVDHB]; JUDI KEEGAN [HVDHB]; Lewis.Ratapu@ttoh.iwi.nz; Linda Spence [WRDHB];

Mahashweta.Patel@midcentraldhb.govt.nz; Rachel Haggerty [CCDHB]; Sandra Williams [CCDHB]; shari.tidswell@hbdhb.govt.nz; Stephen Vega [HVDHB]; tai.turia@wdhb.org.nz; teresea@kokiri-hauora.org.nz; Tom Gibson [WRDHB]; triny@whaiora.org.nz; wai@whaiora.org.nz; Janine.Rider@wrhn.org.nz; lisasmith2@ccdhb.org.nz; kathryn.tomlinson@compasshealth.org.nz; Johanna.wilson@hbdhb.govt.nz; keremetcalfe3@hotmail.com; ceo@muaupoko.iwi.nz; kim.savage@hepunahauora.org.nz; anne.kauika@wrhn.org.nz; tessa.robin@tkh.org.nz; Nigel Broom [WRDHB]; Lisa Burch [WRDHB]; john.mcmenamin201@gmail.com; alison.bourn@omwwl.maori.nz; andrew.goodger@nmdhb.govt.nz; ccoffey@scdhb.health.nz; Claire.Robertson@cdhb.health.nz; Gail.McLauchlan@cdhb.health.nz; Greg.Sheffield@southerndhb.govt.nz; jane.cartwright@ccn.health.nz; jenni.stephenson@westcoastdhb.health.nz; John.Caygill@westcoastpho.org.nz; kerry.marshall@cdhb.govt.nz; lynette.finnie@southerndhb.govt.nz; Matthew.Reid@cdhb.health.nz; scallander@scdhb.health.nz; Sonya.Briggs@nmdhb.govt.nz; tracey.wright-tawha@kaitahu.maori.nz; Vivien.Daley@cdhb.health.nz; jon.amos@cdhb.health.nz; K.Blair@hpa.org.nz; edward@inspiring.org.nz; dylan.norton@homecaremedical.co.nz; Lance.Norman@Hapai.co.nz; D.Pedlow@hpa.org.nz; leigh\_sturgiss@moh.govt.nz; jane\_chambers@moh.govt.nz; s.slater@hpa.org.nz; Tamara Ruakere; Kate Dallas; Pania Te Haate; Karina Elkington; Richard.Hoskins@waikatodhb.health.nz  
**Cc:** Manaia\_King@moh.govt.nz; Sharlaine\_Chee@moh.govt.nz; Jo\_Muschamp@moh.govt.nz; colin\_charan@moh.govt.nz; Jillian\_Bartlam@moh.govt.nz; hayden@thedragon.institute  
**Subject:** Re: Follow up from Midlands Regional Tobacco Integration Network (Zoom web conference)

Tenā koutou katou

Thank you all for participating in the trial Regional Tobacco Integration Network (R-TIN) Zoom web conferencing meeting held last Thursday 7 December. This was the first Zoom meeting held for the region and we have noted from feedback some learnings to date. The Mid Central and Southern R-TIN zoom meetings will be held tomorrow at the same time respectively.

#### **Summary learnings (to date)**

- minor technical issues experienced from some participants if WIFI was weak
- vital to monitor our time management to allow group discussion and shared problem solving opportunities as well as sharing of results and progress on committed actions
- an efficient and effective way to hold R-TINs that minimises cost (time and travel) for all participants
- easier to use than video conferencing, better engagement than teleconferencing
- fine tune facilitation techniques to get the best interaction out of the session
- effective high trust way to continue maintaining transparency of data sharing, system monitoring and shared accountability (between face to face meetings)

Thank you for your advice, feedback and active participation to trial a new way of working that will complement our face-to-face R-TIN meetings and maintain the momentum of our work forward in tobacco control in 2018. We intend to fine tune our approach for 2018 from this feedback. Please let us know if you have any further comments to add. Overall the feedback has been positive.

We understand this time of the year is busy for everyone, however for those organisations/partners who were not able to attend we would appreciate if you can please prioritise attendance in 2018, or a delegate, as we will continue to strengthen our integration and collective leadership approach.

#### **One team collaboration to resolve issues**

It is important at R-TIN meetings that we maintain transparency and collaboration to continue to develop our integration and way of working. We encourage you to share any issues, challenges or speed-bumps at these meetings to allow the one team (Sector partners and Ministry) an opportunity to co-create solutions and also share similar scenarios and stories on how different services managed similar issues. It is equally important that the Ministry continue to work closely with the services and follow up on an individual basis any outstanding issues that are emerging or are continuing to occur.

#### **Follow-up Actions**

There were some key follow up points raised at the Northern and Midlands R-TIN held on 7 December.

## National Updates

- If the National services could please email a copy of their update presentations/summaries.

### *PHO Data Sharing in Lakes*

#### Manaaki Ora and Lakes DHB (Lakes Region)

##### **PHO Data sharing**

- Met with the local PHO to look at the data of potential clients and how best to utilise this to prompt referrals. The PHO have indicated that they can share this data with Manaaki Ora however, they have been advised that Manaaki Ora will have to pay their local PHO for the cost of data sharing.
- Suggest that Manaaki Ora contact the Southern Stop Smoking Service (Nga Kete Matauranga) who at the September TIN, had their PHO and DHB attending the South Island R-TIN meeting and were investigating no-cost solutions of how to collaborate to share their data with the stop smoking service. Key contact is Tracey Wright-Tawha, CEO, Nga Kete Matauranga Pounamu at [tracey.wright-tawha@kaitahu.maori.nz](mailto:tracey.wright-tawha@kaitahu.maori.nz)
- Nga Kete are currently working with Greg Sheffield from Southern DHB and also Well South PHO as an option to co-design a data collection mechanism for all partners to access

##### **Engaging LMCs**

- An LMC's morning tea engagement approach was organised in Rotorua to strengthen relationships and referrals with LMCs. There was zero attendance from the LMC's. Manaaki Ora to check what the reason was for non-attendance by the LMC's and whether or not there are other existing forums that MO can tap into. A second LMC meeting is scheduled for Taupo and the DHB are hoping to have a better attendance at this meeting. - it would be ideal to understand how Lakes DHB and Manaaki Ora have worked together to implement their current approach. Can other services please indicate whether they have experienced similar problems in the past and if so, what strategies were carried out to ensure LMC's attended your meetings? Are there better ways to engage LMCs? Could they attend the next face to face R-TIN meeting? Please forward any suggestions to assist Lakes DHB and Manaaki Ora with this issue.

#### Tui Ora and Taranaki DHB (Taranaki Region)

##### **PHU Engagement and integration**

- Tui Ora raised the importance of ensuring that our PHU colleagues continue to work closely with local stop smoking services (SSS) to ensure these services are supported.
- The DHB Smokefree Coordinator position has remained vacant, and this has had impacts on working productively in an integrated way. The Ministry will meet with the provider and the DHB to address this issue to ensure integrity of the service delivery is maintained.
- working to increase the number of Maori referrals, once in the service TSSS quit outcomes are excellent.
- Tui Ora are wanting to increase access for pregnant women, barriers are LMC and lack of Tui Ora Health Promoter capacity which hopefully will be addressed with support from TDHB Funding & Planning.
- TDHB Funding & Planning have contracted the TSSS to deliver a smoking cessation project in priority general practices. In addition to this TSSS are supporting their pharmacy ABC project in the communities where these priority practices are.

#### Midlands Health Network and Waikato DHB (Waikato Region)

##### **Working in partnership**

- Attempting to work in an integrated manner with Te Puna Oranga with the hapu mamas programme. The Ministry will meet with the DHB planning and funding, Te Puna Oranga and the SSS to ensure alignment of service delivery to enhance performance for this priority population.

#### CMDHB SSS (Counties Manukau Region)

##### **CMDHB**

- The "drop-in" clinics have been successful for increased quit rates amongst Pacific clients
- Collaborating with Healthy Families ( HF's) around working with gyms and rec centres and are receiving good referrals from the rec centres
- The service has employed a new Tongan health promoter for the service

Northland DHB SSS (Northern Region)  
Northland

- Have been increasing promotional activities and will also be launching new web-site
- Will be using Face book activities
- Recently had NTS training in Northland

Pro-care and Auckland DHB and Waitemata DHB (Auckland Region)  
Auckland

- Have managed to increase Pacific numbers working alongside HF's
- Carried out HP activities at Tegal
- Have been linking with the Pacific midwives
- Exploring further around the findings and outcomes of the Tongan Mens Project
- Optimistic around the agreement with maternity and A & WDHB's around a midwife smokefree coordinator
- Contracting with pharmacies

Ministry of Health

#### **DHB Tobacco Control Contracts**

- Questions were raised by Lakes DHB regarding what is happening with the TC contracts that are due to expire 30 June 2018. The Ministry advised the TIN meetings the following:

The new government's current priority is on enacting the 100 day plan. The government's new health priorities will be communicated once we have received this. It is the Ministry's expectation that the DHB's will continue to support the current health targets and to actively support the regional stop smoking service as per requirements of their existing contract with the Ministry of Health. We will contact and update DHB's once we have further information.

#### **Commitments for Next Quarter Due**

Please submit your top 3 commitments as a regional service in partnership with your DHB and other relevant stakeholders of what actions taken to address equity for priority populations in your area. Remember to utilise your DHB needs analysis in your planning of actions. These will be due to the Ministry within 5 working days on **15 December 2017**. We can also review these against progress at our next R-TIN meetings early next year.

#### **National Hui 2018**

The Ministry has postponed the national hui that was tentatively scheduled in March 2017. We will advise when we intend to hold this in 18/19 financial year. We will continue with quarterly R-TIN meetings and will alternate a face to face meeting with a R-TIN ZOOM web-conferencing meeting. Dates will be forwarded to you before Christmas for you to diary.

Thank you again

Ngâ mihi nui

Tony Brown

**Portfolio Manager, Chronic Disease Prevention**

**System Outcomes | Services Commissioning | Ministry of Health**

DDI: + 64 7 929 3633 / Mobile 021 826 716 / E: [tony\\_brown@moh.govt.nz](mailto:tony_brown@moh.govt.nz) | Hamilton Office: Level 4, Rostrevor Street, Hamilton, PO Box 1031, Waikato Mail Centre 3204

## Theresa Fraser

---

**From:** Tony\_Brown@moh.govt.nz  
**Sent:** Thursday, 30 November 2017 4:29 p.m.  
**To:** Yvonne Rogers  
**Cc:** Pip King; Tina Lees  
**Subject:** RE: TIN (Zoom) Meeting Reminder

Thanks Yvonne,

I will add this to the agenda.

cheers

**Tony Brown | Portfolio Manager, Chronic Disease Prevention  
System Outcomes | Services Commissioning | Ministry of Health**

DDI: + 64 7 929 3633 / Mobile 021 826 716 / E: tony\_brown@moh.govt.nz | **Hamilton Office:** Level 4, Rostrevor Street, Hamilton, PO Box 1031, Waikato Mail Centre 3204



---

**From:** Yvonne Rogers <Yvonne.Rogers@lakesdhb.govt.nz>  
**To:** "Tony\_Brown@moh.govt.nz" <Tony\_Brown@moh.govt.nz>,  
**Cc:** Pip King <pip.king@lakesdhb.govt.nz>, Tina Lees <Tina.Lees@lakesdhb.govt.nz>  
**Date:** 30/11/2017 04:13 p.m.  
**Subject:** RE: TIN (Zoom) Meeting Reminder

Hi Tony

Agenda item: We want to know what the DHB alignment process is post 1 July?

Thanks

**Yvonne Rogers** | Smokefree Co-ordinator | Planning & Funding | Lakes DHB | ☎ Rotana (07) 348-7955 ext 9468 or Cell (027) 477-8861



HELP PREVENT  
RHEUMATIC  
FEVER

I vote FOR fluoride being added to the water

**From:** Tony\_Brown@moh.govt.nz [[mailto:Tony\\_Brown@moh.govt.nz](mailto:Tony_Brown@moh.govt.nz)]

**Sent:** Wednesday, 29 November 2017 4:52 p.m.

**To:** lisasmith2@ccdhb.org.nz; kathryn.tomlinson@compasshealth.org.nz; Johanna.wilson@hbdhb.govt.nz; keremetcalf3@hotmail.com; ceo@muaupoko.iwi.nz; kim.savage@hepunahauora.org.nz; anne.kauika@whrn.org.nz; tessa.robin@tkh.org.nz; Alexis.Nathan@northlanddhd.org.nz; Angela.Chong@procare.co.nz; basil.fernandes@middlemore.co.nz; BradN@adhb.govt.nz; DeanA@adhb.govt.nz; Ellie.Berghan@northlanddhd.org.nz; Harold.Werata@northlanddhd.org.nz; Hira.Harema@thefono.org; Jan.Marshall@northlanddhd.org.nz; Johnny\_C@procare.co.nz; Leanne.Catchpole@waitematadhb.govt.nz;

Lucy.Wu@procare.co.nz; Maria.Lafaele@waitematadhb.govt.nz; peter.aldous@thefono.org;  
Sally.Dalhousie@thefono.org; Warren.Moetara@northlanddhd.org.nz; Alice.Walker@bopdhd.govt.nz; Barry Smith;  
bhingston@tipuora.org.nz; cassinosmith.stopsmokingservices@outlook.com; cblackwell@temanutoroa.org.nz;  
atewhau@tipuora.org.nz; Channa.Perry@tdhb.org.n; Dallas.Honey@waikatodhb.health.nz;  
emily.beswick@pinnacle.health.nz; George.Rapana@tuiora.co.nz; glenda.raumati@ngamiro.co.nz;  
Iain.Diamond@tdh.org.nz; kate.dallas@waikatodhb.health; Kim.Holt@aeretai.nz; Lizzie.Spence@ebpha.org.nz;  
Marnie.Reinfelds@tdhb.org.nz; Michelle.MacLachlan@waikatodhb.health.nz; Michelle.Murray@ebpha.org.nz;  
Nicola.ehau@tdh.org.nz; Pania.TeHaate@waikatodhb.health.nz; p.cook@temanutoroa.org.nz;  
quitsmoking.wscs@outlook.com; rbourne@tipuora.org.nz; Richard.Hoskins@waikatodhb.health.nz;  
sarah.harihari@pinnacle.health.nz; Sharon.Muru@bopdhd.govt.nz; Stewart.Ngatai@bopdhd.govt.nz;  
Tamara.Ruakere@tuiora.co.nz; Tina Lees; Yvonne Rogers; Karyn.Borman@bopdhd.govt.nz;  
Alison.Hannah@ccdhd.org.nz; Candace.Sixtus@wdhd.org.nz; Cath.Jackson@wairarapa.dhd.org.nz;  
Chloe.Mercer@wrhn.org.nz; David.Jermey@midcentraldhd.govt.nz; Debbie.Chin@ccdhd.org.nz;  
del@tewakahuia.org.nz; eleni.mason@wdhd.org.nz; george.reedy@ttoh.iwi.nz; iris.pahau@aweconsultants.co.nz;  
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Lewis.Ratapu@ttoh.iwi.nz; Linda.Spence@wairarapa.dhd.org.nz; Mahashweta.Patel@midcentraldhd.govt.nz;  
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Stephen.Vega@huttvalleydhd.org.nz; tai.turia@wdhd.org.nz; Tom.Gibson@wairarapa.dhd.org.nz;  
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andrew.goodger@nmdhd.govt.nz; ccoffey@scdhd.health.nz; Claire.Robertson@cdhd.health.nz;  
Gail.McLauchlan@cdhd.health.nz; Greg.Sheffield@southerndhd.govt.nz; jane.cartwright@ccn.health.nz;  
jenni.stephenson@westcoastdhd.health.nz; John.Caygill@westcoastpho.org.nz; kerry.marshall@cdhd.govt.nz;  
lynette.finnie@southerndhd.govt.nz; Matthew.Reid@cdhd.health.nz; scallander@scdhd.health.nz;  
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Jane\_Chambers@moh.govt.nz; Veronica\_Adams@moh.govt.nz; john\_stribling@moh.govt.nz; Andrew Swanson-  
Dobbs; Selena Batt; puamiria.maaka@pinnacle.health.nz; Nigel Broom; catherinem@kokiri-hauora.org.nz;  
teresea@kokiri-hauora.org.nz; Tevita Funaki; Karen Evison; dylan.norton@homecaremedical.co.nz;  
Lance.Norman@Hapai.co.nz  
**Cc:** Manaia\_King@moh.govt.nz; Sharlaine\_Chee@moh.govt.nz; Jo\_Muschamp@moh.govt.nz;  
colin\_charan@moh.govt.nz; Ngaire\_Sandel@MOH.govt.nz; Shalene\_Sureshkumar@moh.govt.nz;  
Jillian\_Bartlam@moh.govt.nz; hayden@thedragon.institute; Edward Cowley  
**Subject:** TIN (Zoom) Meeting Reminder

Greetings all,

Just sending a reminder for our upcoming Zoom TIN meetings for next week, number 1 below is to set up the zoom app, and number 2 below is for the test trial. Please log in for the trial on the 6th December if you have not zoomed before.

Please **send me any agenda items** by Friday 1st December afternoon and we will send the agenda out on Monday. We only have an hour and half for each TIN meeting so if the National updates could be condensed to 5 minutes each, ie, Policy, Hapai, HPA, QL etc

Please **put your TIN regions date and time into your diaries** if you haven't already. I have also attached original letter from Manaia and the updated Commitments table.

Instructions as follows:

### **ZOOM (web conferencing) TIN Meeting Trial**

To enable this virtual (web conferencing) ZOOM meeting the following actions will be required:

1. NTS will send out a link that will enable you to download the ZOOM app on to your computer or smart phone. Please download the app well in advance of the scheduled meeting for your region.

A test run opportunity will be held before the scheduled meetings. If you are unfamiliar with ZOOM please make sure you have downloaded the app and then attend the test run.

To join us, here is information about Zoom and what you need to do before the Zoom meeting. Please click on link below.

**<https://support.zoom.us/hc/en-us/articles/201362193-How-Do-I-Join-A-Meeting->**

Make sure you install the Zoom app to your computer, phone or device before the meeting.

2. The date for the test will be as follows:

**Topic: Regional TIN Zoom test**

**Time: Dec 6, 2017 10:00 AM Auckland, Wellington**

Join from PC, Mac, Linux, iOS or Android: <https://zoom.us/j/128599858>

**REGIONAL TIN DATES**

Region	Date	Time	Zoom Information
Northern (Auckland and Northland)	7 December	10.30 am to 12 pm	Join from PC, Mac, Linux, iOS or Android: <a href="https://zoom.us/j/270665294">https://zoom.us/j/270665294</a>
Midlands	7 December	1.00pm to 2.30 pm	Join from PC, Mac, Linux, iOS or Android: <a href="https://zoom.us/j/969577419">https://zoom.us/j/969577419</a>
Central	12 December	10.30 am to 12.00 pm	Join from PC, Mac, Linux, iOS or Android: <a href="https://zoom.us/j/575810760">https://zoom.us/j/575810760</a>
Southern	12 December	1.00pm to 2.30 pm	Join from PC, Mac, Linux, iOS or Android: <a href="https://zoom.us/j/525896162">https://zoom.us/j/525896162</a>

Kind Regards

Tony Brown | Portfolio Manager, Chronic Disease Prevention  
System Outcomes | Services Commissioning | Ministry of Health  
DDI: + 64 7 929 3633 / Mobile 021 826 716 / E: [tony\\_brown@moh.govt.nz](mailto:tony_brown@moh.govt.nz) | Hamilton Office: Level 4, Rostrevor Street, Hamilton, PO Box 1031, Waikato Mail Centre 3204



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This email has been scrubbed for your protection by SMX. For more information visit [smxemail.com](http://smxemail.com)

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## Variation to Agreement

between

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



MANATŪ HAUORA

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:

Tony Brown (Hamilton)

and

## Lakes DHB

### Tobacco Control

Private Bag 3023  
Rotorua

Contact:

Mary Smith

## **CONTENTS OF THIS AGREEMENT**

<b>A:</b>	<b>SUMMARY</b>	<b>2</b>
<b>B:</b>	<b>PROVIDER SPECIFIC TERMS AND CONDITIONS</b>	<b>3</b>
<b>C:</b>	<b>SERVICE SPECIFICATION</b>	<b>5</b>

# 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 Lakes DHB
- c. "either of us" means either we or you
- d. "both of us" means both we and you

**A2 The Agreement**

In 2014 both of us entered into a Health and Disability Services Agreement (the Agreement). The Agreement commenced on 1 July 2014 and ended on 30 June 2016 and was numbered (242785 / 350549/00).

**A3 Variation**

This is the 02 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**

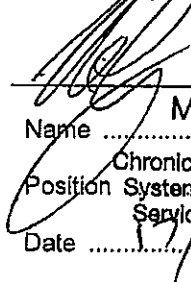
The remaining terms and conditions of the Agreement are confirmed in all respects except for the variations as set out in this document.

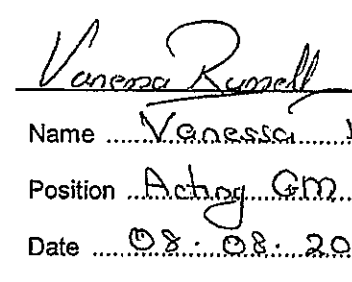
**A6 Signatures**

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

For Her Majesty the Queen:

For Lakes DHB :

  
..... (signature)  
Name **Manaia King**  
.....  
Position **Manager**  
.....  
**Chronic Disease Prevention**  
.....  
**System Outcomes Group**  
.....  
**Service Commissioning**  
.....  
Date **17/8/17**

  
..... (signature)  
Name **Vanessa Russell**  
.....  
Position **Acting GM Planning + Funding**  
.....  
Date **08.08.2017**

## B: PROVIDER SPECIFIC TERMS AND CONDITIONS

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

Legal Entity Name	Lakes DHB
Legal Entity Number	242785
Contract Number	350549 / 02
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
RMPM28 PH Promotion - Smokefree Environments (Tobacco Control)	\$535,000.00	15	CMS
<b>Total price for the Service Schedule</b>	<b>\$535,000.00</b>		

### PAYMENT DETAILS

**B3** Price

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

**B4** Invoicing

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

- a. provider name (legal entity name)
- b. provider number (legal entity number)
- c. provider invoice number
- d. 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](mailto: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)
20 July 2017	10 July 2017	1 July 2017 to 31 December 2017	\$267,500.00
22 January 2018	31 December 2017	1 January 2018 to 30 June 2018	\$267,500.00
<b>Total</b>			<b>\$535,000.00</b>

**B7 Vulnerable Children Act 2014**

According to section 15 of the Vulnerable Children Act 2014<sup>1</sup>, 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 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.<sup>2</sup>

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

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

## C: SERVICE SPECIFICATION

### Lakes DHB Tobacco Control Contract Extension

#### **Purpose**

Extend DHB Tobacco Control Contract for twelve (12) months.  
Terms & conditions remain the same as under the original contract.

#### **Reinvestment Plan**

The re-investment plan has been agreed between parties. The re-investment plan (and revised budget) outlines how the prior operating surplus will be utilised during 2017/18. The provider will report against the revised budget as part of six monthly reporting.

#### **Reporting**

During 2017, six-month narrative and financial reports will continue to be submitted on same due dates as under the original contract.

#### **Service delivery**

The services must be delivered in conjunction with the Tier one and Tier two Public Health service specifications located on the National Services Framework Library.

The Tier one specification contains high level principles and context, such as our Treaty of Waitangi obligations. This specification is common to all public health contracts.

The Tier two specifications outline approaches that can be applied to many health issues and service areas as best practice and are based on functions. This approach references each activity to a core function. Core functions can be combined to produce the public health services needed to support an excellent health system.

These specifications can be found by following link below:

<http://nsfl.health.govt.nz/service-specifications/current-service-specifications/public-health-service-specifications>

\* Revised Budget 2017/18 – DHB (Includes Reinvestment Plan of 2016/17 of \$79,425.00)

Planned FTEs and costs	Budget 2017-18 (\$ GST exclusive)
<b>HR Costs</b>	
<ul style="list-style-type: none"> <li>• 1.0 FTE Smoke Free Coordinator</li> <li>• 0.6 FTE Midwife Smoke Free Coordinator</li> <li>• 1.0 Smoke Free Administrator</li> </ul>	\$66,000.00 \$51,000.00 \$45,000.00
<b>Direct costs</b>	<b>\$373,000.00</b>
<ul style="list-style-type: none"> <li>• Operations</li> <li>• Hapu Mamas Programme</li> <li>• Other Direct Costs</li> </ul>	
<b>(Reinvestment Plan of 2016/17 Under spend)</b>	
Hapu Mama Programmes:	
<ul style="list-style-type: none"> <li>• Maternal and Child Health integration programme Rotorua</li> <li>• Advertising of smoking specialist smoking services for pregnant women who smoke</li> <li>• Providers - Kia Puawai, Plunket, Tipu Ora, lakes Baby – these are for quality referrals and advertising to proactively refer smokers</li> <li>• Incentives for referrals to Stop Smoking Service</li> </ul>	\$34,425.00 \$15,000.00 \$20,000.00 \$10,000.00
<b>(Total Reinvestment Costs)</b>	<b>(\$79,425.00)*</b>
<b>Annual Base Revenue 17/18 (GST exclusive)</b>	<b>\$ 535,000.00</b>
<b>Carry over (Reinvestment) underspend for 2016-2017</b>	<b>\$ 79,425.00</b>
<b>Grand Total (Includes Annual Tobacco Control Contract Value of \$535,000.00 plus Under Spend from 2016/17 of \$79,425.00 to be reinvested this term)</b>	<b>\$ 614,425.00</b>





## 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:

Colin Charan (Wellington)

and

### Lakes DHB Tobacco Control

Private Bag 3023  
Rotorua  
Ph:  
Fax:

Contact:

Mary Smith

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 by:

Signed for and on behalf of  
LAKES DHB by:

\_\_\_\_\_  
Authorised Signatory

Date

14/12/14  
\_\_\_\_\_  
Manaia King  
Manager  
Chronic Diseases  
Public Health Group  
National Health Board Business Unit

\_\_\_\_\_  
Authorised Signatory

Date

EM Smith  
\_\_\_\_\_  
MARY SMITH  
GENERAL MANAGER  
PLANNING AND FUNDING

10/07/14

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## **1 MÄORI HEALTH**

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

- (a) Maori specific service requirements;
- (b) Maori specific quality requirements; and
- (c) Maori specific monitoring requirements

contained in the Service Specifications to this Agreement.

## **2 RELATIONSHIP PRINCIPLES**

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

- 2.1 Integrity - we will act towards each other honestly and in good faith;
- 2.2 Open communication - we will listen, talk and engage with each other openly and promptly including clear and timely written communication;
- 2.3 Valuing People - we will work in a co-operative and constructive manner recognising each other's viewpoints and respecting each other's differences;
- 2.4 Accountability - we will each recognise the accountabilities that each of us have to our respective and mutual clients and stakeholders; and
- 2.5 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.

## **3 RESERVED**

## **4 TERM**

This agreement will be from 1 July 2014 to 30 June 2016, unless ended earlier by either of us on the terms of this agreement.

## **5 PROVISION OF SERVICES**

- 5.1 You must provide the Services and conduct your practice or business in a prompt, efficient, professional and ethical manner and in accordance with:
  - all relevant published Crown objectives and guidelines, including those set out in the New Zealand Health Strategy and the New Zealand Disability Strategy;
  - all relevant standards published or approved by us and notified to you including any relevant Provider Quality Specifications; and
  - all relevant Law.
- 5.2 You will use funding under this agreement exclusively for delivery of the specified Services, and will not knowingly use funding under this agreement to fund other health services which have separate funding streams.

## **6 PAYMENTS**

- 6.1 We will pay you in accordance with the payment schedule set out in the Provider Specific Terms and Conditions for the delivery of the Services specified in any service specification attached to this agreement.
- 6.2 You agree that all funding provided by us will only be applied to the delivery of the Services specified in the relevant service specification.
- 6.3 Where funding is provided in advance of the delivery of the Services, and those Services are not delivered in accordance with the service specification, you will:
- a. with our agreement, reinvest any operating surplus in the delivery of other public health services; or
  - b. repay the operating surplus to us.
- 6.4 Where all Services for the financial year have been delivered in accordance with the relevant service specification and an operating surplus exists at the end of any financial year during the term of this agreement, you will:
- a. with our agreement, reinvest that operating surplus in the delivery of other public health services; or
  - b. repay the operating surplus to us.
- 6.5 For the purposes of this clause the term "operating surplus" means the difference between the payments we have made to you for a financial year and the amount that you have spent on delivery of the Services specified in the service specification for that financial year.
- 6.6 We reserve the right to withhold any payments owing to you where you are in breach of this agreement.
- 6.7 In accordance with Part 1 of the Public Finance Act 1989, both parties acknowledge that payment beyond the financial year which this agreement is signed is contingent upon the appropriation of adequate levels of funding for services of the type covered by this agreement under an Act of Parliament for that financial year.

## **7 OTHER ARRANGEMENTS**

- 7.1 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.
- 7.2 Nothing in this agreement gives you an exclusive right to provide the Services and we may source services equivalent to yours from other suppliers.

## **8 SUBCONTRACTING AND ASSIGNMENT**

- 8.1 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.
- 8.2 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.

8.3 We may transfer our rights under this agreement by giving you notice of this.

## 9 HEALTH EDUCATION RESOURCES

9.1 We have a responsibility to ensure that new Health Education Resources are technically accurate, have been developed in an appropriate way, and support Government policy. Accordingly if you produce Health Education Resources under this agreement, you must follow the procedure set out in the Ministry's National Guidelines for Health Education Resource Development in New Zealand. The procedure includes a requirement to send a pre-production copy of the resource to the Ministry for approval. We undertake to provide you with our comments within ten working days following receipt of the pre-production copy. The procedure does not apply to technical advice to professionals, newsletters or policy documents.

## 10 INFORMATION AND INTELLECTUAL PROPERTY

10.1 The purpose of this clause 10 is to give us the rights we need to use and own the results of the Services, without the need for further consent. In this clause:

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.

10.2 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.

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

10.4 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.

10.5 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.

**10.6** 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.

**10.7** 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.

## **11 INFORMATION AND REPORTS**

You must:

**11.1** 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;

**11.2** 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

**11.3** 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.

## **12 AUDIT**

**12.1** 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.

**12.2** 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.

## **13 INSURANCE**

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

## **14 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.

## **15 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.

## **16 NOTIFICATION OF PROBLEMS**

**16.1** 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.

**16.2** 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 16, and must provide us with details of those plans if we request them.

## **17 PUBLIC STATEMENTS AND ADVERTISING**

**17.1** 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.

**17.2** Except as required by law, neither of us may publicly use the name or logo of the other party without the written consent of the other party and then only in accordance with the instructions of the other party.

## **18 DISPUTE RESOLUTION**

**18.1** 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. each of us will provide full written particulars of the dispute to the other; and
  - ii. either of us may refer the matter to a mediator appointed:
    - (A) by the Chair of the Arbitrators' and Mediators' Institute of New Zealand Inc from a list of mediators currently in force; or
    - (B) if (for whatever reason) the Arbitrators' and Mediators' Institute cannot be contacted; by the Chair of a relevant professional mediators' organisation nominated by the Ministry; and
    - (C) neither party will challenge the appointment of a mediator appointed under this clause; and



(D) the mediation must be managed by the appointed mediator and both of us agree to adhere to the appointed mediator's decisions on the operation of the mediation process.

- c. If a mediated resolution to the dispute is not reached within 30 working days of the appointment of a mediator, then either of us may commence court proceedings, but otherwise neither of us may commence court proceedings during the dispute resolution process described in this clause.
- d. The costs of the mediation will be fixed in accordance with clause 2.19 of the Health Sector Mediation and Arbitration Rules 1993.
- e. 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.

**18.2** Clause 18.1 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.

## **19 VARIATIONS TO THIS AGREEMENT**

We may vary this agreement by 30 days written notice to you to comply with any direction from the Minister, 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 Minister 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.

## **20 OUR LIABILITY**

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 under this agreement.

## **21 ENDING THIS AGREEMENT**

**21.1** 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; or
- 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.
- f. we decide to discontinue funding under clause 6.7 of this agreement.

- 21.2** If after 30 days from your receiving our notice referred to in clause 21.1e., 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.

### **21.3 TERMINATION FOR CONVENIENCE**

Either Party may terminate this agreement, or any particular Service(s) provided under this agreement, at any time by giving 6 months' written notice to the other Party.

Upon termination under this clause by either Party, you must:

- a) comply with any conditions contained in the Ministry's notice of termination (if applicable);
- b) immediately do everything reasonably possible to minimise any losses, costs or expenses arising from the termination of this agreement, and to protect the Ministry's Information (as defined in clause 10 of this agreement); and
- c) provide all reasonable assistance and cooperation necessary to facilitate a smooth handover of the Services to the Ministry, or to any person appointed by the Ministry.

If requested by the Ministry, upon termination under this clause you will provide additional assistance to support any replacement provider to deliver the Services, for a period of not more than 3 months from the date of termination. You will provide this support in accordance with the exit plan agreed between the Parties for these Services. If there is no agreed exit plan, you will be paid for any additional assistance you provide at a reasonable fee to be agreed between the parties based on the fees and expenses stated in this agreement.

If this agreement is terminated under this clause, the Ministry will only be liable to pay for Services properly rendered before the effective date of termination. You will not be entitled to compensation for loss of prospective profits.

Termination under this clause does not affect those rights of each Party which:

- d) accrued prior to the time of termination; or
- e) relate to any breach or failure to perform an obligation under this agreement that arose prior to the time of termination.

This clause applies notwithstanding any other clause in this Agreement, and applies in addition to and without limiting either party's right to terminate under any other clause in this agreement.

## **22 CONFIDENTIALITY**

Except to the extent that this agreement otherwise provides, or we are required to disclose information by law or constitutional convention, 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.

**23 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.

**24 WAIVER AND RIGHTS**

**24.1** 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.

**24.2** 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.

**25 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.

**26 NOTICES**

**26.1** 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.

**26.2** 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.

**26.3** 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.

**27 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:

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

## **28 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.

## **29 UNCONTROLLABLE EVENTS**

Where either of us is prevented from fulfilling all or any of the obligations under this agreement by an Uncontrollable Event, the party affected will not be in default under this agreement.

Where either of us is affected by an Uncontrollable Event, the party affected will promptly give written notice to the other party specifying the cause and extent of their inability to perform specified obligations, and the likely duration and effect of the non-performance. The party giving notice must take all reasonable steps to mitigate the impact of the Uncontrollable Event. Performance of any obligation affected by an Uncontrollable Event must be resumed as soon as is reasonably possible after the Uncontrollable Event ends or its impact is reduced.

## **30 INTERPRETATION**

In this agreement:

- 30.1** "we", "us" and "our" means HER MAJESTY THE QUEEN IN RIGHT OF HER GOVERNMENT IN NEW ZEALAND (acting by and through the Ministry of Health including its legal successors and its permitted consultants, subcontractors, agents, employees and assignees);
- 30.2** "you" and "your" means the Provider named in this agreement including its permitted subcontractors, agents, employees and assignees;
- 30.3** "both of us", "each of us", "either of us" and "neither of us" refers to the parties;
- 30.4** terms given a defined meaning in this agreement have that meaning where the context permits;
- 30.5** words referring to the singular include the plural and the reverse;
- 30.6** 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;
- 30.7** everything expressed or implied in this agreement which involves more than one person binds and benefits those people jointly and severally;
- 30.8** clause headings are for reference purposes only;
- 30.9** a reference to a statute includes:
  - a. all regulations under that statute;
  - b. all amendments to that statute; and
  - c. any statute substituting for it which incorporates any of its provisions
- 30.10** all periods of time or notice exclude the days on which they are given and include the days on which they expire; and
- 30.11** all references to "including" are to be read as "including without limitation".

31 **DEFINITIONS**

In this agreement the following expressions have the stated meaning:

Expression	Meaning
Agreement	This agreement and each schedule to this agreement.
Complaints Body	Any organisation appointed to deal with complaints relating to the Services: <ul style="list-style-type: none"> <li>a. under this agreement;</li> <li>b. by both of us by mutual agreement;</li> <li>c. by a Health Professional Authority; or</li> <li>d. by Law.</li> </ul>
Consult	Each of us must: <ul style="list-style-type: none"> <li>a. fully state our proposals and views to the other and carefully consider each response to them;</li> <li>b. act in good faith and not predetermine any matter; and</li> <li>c. give the other adequate opportunity to consult any other interested party.</li> <li>d. The obligation of either of us to Consult will be discharged if the other refuses or fails to Consult.</li> </ul>
Health Education Resources	Leaflets, posters, stickers, cards, manuals, resource kits, training kits, videos, public health advertisements or other similar material (but excluding newsletters) which are about promoting health for general distribution or for people in a specified group provided for under this agreement.
Health Professional Authority	Any authority or body that is empowered by any statute or the rules of any body or organisation, to exercise disciplinary powers in respect of any person who is involved in the supply of health and disability services.
Law	Includes: <ul style="list-style-type: none"> <li>a. any legislation, decree, judgment, order or by-law;</li> <li>b. any rule, protocol, code of ethics, practice or conduct and other ethical or other standards, guidelines and requirements of any Health Professional Authority;</li> <li>c. any relevant standards of the New Zealand Standards Association;</li> <li>d. the Advertising Standards Authority's Advertising Codes of Practice and</li> <li>e. any future law.</li> </ul>
Ministry	The Ministry of Health (by whatever name known) and any successor department of state and include the Minister of Health and the Director-General of Health and any of his her or their delegates.
National Guidelines for Health Education Resource Development In New Zealand	The current Ministry of Health guidelines for health education resource development in NZ and as amended or revised from time to time
Public Health Services Handbook	The current Public Health Services Handbook published by the Ministry and as amended or revised from time to time.
Services	The public health services specified in the Service Schedule.

**Uncontrollable Event**

An event which is beyond the reasonable control of the party affected by the event, but does not include:

- (a) any risk or event which the party claiming the Uncontrollable Event could have prevented or mitigated by taking reasonable care (including without limitation, a reasonable risk management process); or
- (b) a lack of funds for any reason.

## PROVIDER SPECIFIC TERMS AND CONDITIONS

### 1 INTRODUCTION

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

Legal Entity Name	Lakes DHB
Legal Entity Number	242785
Contract Number	350549 / 00
Service Commencement Date	1 July 2014
Service End Date	30 June 2016

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

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

Purchase Unit (PU ID)	Total Price excl. GST	GST Rate (%)	Payment Type
RM00111 Tobacco	\$1,070,000.00	15	CMS
<b>Total price for the Service Schedule</b>	<b>\$1,070,000.00</b>		

### 3 PAYMENT DETAILS

#### 3.1 Price

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

#### 3.2 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, by the 10th day of the month following service delivery. The invoice must meet all legal requirements and must contain the following information:

- provider name (legal entity name)
- provider number (MoH 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

If we do not receive an invoice from you by the 10th day of the month following service, then we will pay you within 12 days after we receive the invoice.

### 3.3 Payment Schedule

<b>Payments will be made by us on these dates:</b>	<b>On invoices received by us on or before:</b>	<b>For services supplied in the period:</b>	<b>Amount (excl GST)</b>
21 July 2014	10 July 2014	July – December 2014	\$267,500.00
20 January 2015	31 December 2014	January – June 2015	\$267,500.00
20 July 2015	30 June 2015	July – December 2015	\$267,500.00
20 January 2016	31 December 2015	January – June 2016	\$267,500.00
<b>Total</b>			<b>\$1,070,000.00</b>



# SERVICE SPECIFICATION

## SERVICE SCHEDULE

### District Health Board Tobacco Control Contract

#### Service objectives

This schedule describes the role of District Health Boards (DHBs) role and responsibility with regard to tobacco control.

The overarching aims of this service are to:

- reduce tobacco-related morbidity and mortality
- decrease tobacco related disparity
- contribute towards the Government's Smokefree Aotearoa 2025 goal.

In particular, this service enables DHBs to:

- Develop, implement, and report against a DHB tobacco control plan (TCP)
- achieve the 'Better help for smokers to quit' health target in hospitals, general practice and maternity care services.
- contribute to national outcomes including reducing smoking initiation and increasing smokefree environments.

#### 1. Background and context

Through the District Health Board (DHB) tobacco control contracts, DHBs have been resourced to lead, coordinate and develop tobacco control activities within each district. DHBs utilise tobacco control plans to outline local objectives, actions and outcome indicators.

Integrating the various parts of the health sector is an important Government priority. Meeting the *Better help for smokers to quit* and *More heart and diabetes checks* health targets requires a whole-of-sector commitment. The DHB tobacco control contracts therefore also allow for the strengthening of relationships and finding of better ways of working between community, primary and secondary care.

In 2009 the Government introduced the *Better help for smokers to quit* health target. The target requires 95 percent of patients who smoke and are seen by a health practitioner in a public hospital, 90 percent of patients who smoke and are seen by a health practitioner in a primary care setting and 90 percent of pregnant women (who identify as smokers at the time of confirmation of pregnancy in general practice or booking with Lead Maternity Carer) to be offered brief advice and support to stop smoking. More specifically, the target is designed to prompt health providers to (1) ask about and document every person's smoking status, (2) give brief advice to stop to every person who smokes, and (3) strongly encourage every person who smokes to use **cessation support** (a combination of behavioural support and stop-smoking medicine works best) and offer to help them access it. This process is commonly known as ABC. There is strong evidence that brief advice is effective at prompting quit attempts and long-term quit success. An offer of treatment is even more likely to prompt a quit attempt than brief advice alone.

The hospital component of the *Better help for smokers to quit* health target has been achieved nationally since quarter two 2012/13. DHBs will ensure that this target continues to be achieved throughout 2014/15 and 2015/16, whilst they shift more focus and resources towards supporting the primary care component of the *'Better help for smokers to quit'* health target and the 'More heart and diabetes checks' target.

## 2. Services

The services described in this contract build upon those delivered through the DHB tobacco control contract to date. This contract enables the DHB to provide leadership, coordination and service development across all local smokefree activities (including but not limited to health target achievement, specialist smoking cessation services, health promotion, workforce development, enforcement and regulation and community events). Activities are required to be outlined in a tobacco control plan (TCP).

Māori, Pacific people and pregnant women are priority population groups for all tobacco control work, due to the higher prevalence and/or higher impact of smoking in these groups. Mental health clients are also high users of tobacco products and should be considered a priority group.

Note that this contract will terminate in the event that a Crown Funding Agreement covering tobacco control is reached during the term of this contract.

### Service Area 1: Tobacco control leadership

SERVICE DESCRIPTION	PERFORMANCE MEASURES
<p>1.1 DHBs will continue to develop, implement and review progress against a DHB tobacco control plan (TCP).</p> <p>TCP updated on an annual basis. Draft updated TCP provided to the Ministry for review by 10 July each year.</p> <p>All DHBs are required to provide six monthly reporting on progress against their TCP. Where a regional approach is taken, a regional tobacco control plan may take the place of a DHB tobacco control plan. Please consult the Ministry should your DHB wish to take this approach. TCPs must be reviewed and updated annually.</p>	<p>Six monthly reporting against a TCP (see Section 6 below under reporting).</p> <p>TCP includes clear objectives, activities, key performance indicators (KPIs) and timeframes.</p>
<p>1.2 DHBs will continue to provide leadership related to tobacco control within the DHB's area. This will include:</p> <ul style="list-style-type: none"> <li>• coordinating the local tobacco control stakeholders</li> <li>• undertaking gap/needs analysis related to tobacco control</li> <li>• further developing smokefree policies</li> <li>• systematically ensuring tobacco control is included as a key activity in all DHB health documents</li> </ul>	<p>Six monthly reporting against the TCP (see Section 6 below under reporting).</p> <p>TCP includes measureable outcome indicators.</p> <p>Reporting against all relevant outcome indicators outlined in the TCP.</p>

<ul style="list-style-type: none"> <li>• engaging with sectors outside of health (e.g. Councils, MSD, Education)</li> <li>• publishing local activities</li> <li>• developing evidence based tobacco control initiatives at a local level</li> <li>• supporting all services contracted by the DHB to establish and/or maintain smokefree policies and environments</li> <li>• supporting ongoing clinical and community leadership in tobacco control.</li> </ul>	
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**Service Area 2: Health Targets, Smoking Cessation Services and Health Promotion Services**

Note that Cessation Support refers to all cessation activity and includes

- General smoking cessation advice delivered by health workers
- Specialist smoking cessation services, delivered by individuals or services that specialise in smoking cessation
- Referrals between health and cessation services.

SERVICE DESCRIPTION	PERFORMANCE MEASURES
<p>2.1 DHBs will continue to support the Government's Health Targets.</p>	<p>Six monthly reporting against the Tobacco Control Plan (see Section 6 below under reporting).</p> <p>Achievement of the <i>Better help for smokers to quit</i> health target in hospitals (95 percent of hospitalised smokers will be offered brief advice and support to quit smoking).</p> <p>Achievement of the <i>Better help for smokers to quit</i> health target in Primary Care (90 percent of enrolled patients who smoke and are seen in General Practice, will be offered brief advice and support to quit smoking).</p> <p>Make progress towards the <i>Better help for smokers to quit</i> health target for pregnant women (90 percent of pregnant women (who identify as smokers at the time of confirmation of pregnancy in general practice or booking with Lead Maternity Carer) will be offered brief advice and support to quit smoking).</p>
<p>2.2 DHB's will continue to monitor, plan, coordinate and develop local smoking cessation activity. This includes the following.</p>	<p>Six monthly reporting against the Tobacco Control Plan (see Section 6 below under reporting).</p> <p>Smoking Cessation Service Specification used in all contracts for smoking cessation</p>

<ul style="list-style-type: none"> <li>• Develop systems to support referrals to specialist smoking cessation services.</li> <li>• Delivery of ABC in clinical practice and other settings.</li> <li>• Training of health workers including new staff.</li> <li>• Provision of clinical leadership.</li> <li>• Provision of specialist cessation service (as required).</li> </ul> <p>The Smoking Cessation Service Specification on the National Service Framework (<a href="http://www.nsf.govt.nz">www.nsf.govt.nz</a>) is mandatory for all Smoking Cessation Services (whether funded by the Ministry or DHBs) and will form part of all smoking cessation service contracts.</p>	<p>services purchased.</p> <p>Facilitate appropriate referral pathways for people needing specialist support (measured by referrals to smoking cessation providers)</p> <p>Make progress towards the <i>Better help for smokers to quit</i> health target for pregnant women (90 percent of pregnant women (who identify as smokers at the time of confirmation of pregnancy in general practice or booking with Lead Maternity Carer) will be offered brief advice and support to quit smoking).</p>
<p>2.2 DHBs will monitor and analyse Maori, Pacific and pregnant women referrals and service uptake, to ensure that there is no disparity of care, and to inform service planning for priority populations.</p>	<p>A breakdown of health target results by Māori and Pacific ethnicity.</p> <p>Reporting on the number of people who accept cessation support (behavioural and/or pharmacological) in primary and secondary care, by ethnicity.</p>
<p>2.3 DHB's will continue to support and/or lead local health promotion activities. This includes participation in local smokefree network/coalition groups.</p>	<p>Outcome achieved through health promotion activities reported in six monthly reports.</p>
<p>2.4 DHBs will participate in national service development work where appropriate, and will adhere to and implement any national data collection, service specifications or guidelines that are developed.</p>	<p>Six monthly reporting against the Tobacco Control Plan (see Section 6 below under reporting)</p>

### 3. LINKAGES

You will develop and maintain linkages with the following organisations/individuals:

- Local PHOs
- Public Health Units
- Aukati Kai Paipa, Pacific Cessation services, Pregnancy Cessation services and other local cessation services
- Hospital Smoking Cessation Services (as applicable)
- DHB Provider Arm Services
- DHB Maori Health and Pacific Health Units
- DHB Contracted Providers
- Other Health and Community Agencies
- Intersectoral Forums including the CEOs Forum
- Local Territorial Authorities
- Quit Group
- Health Promotion Agency
- Public Health Units, including Smokefree enforcement and health promotion staff

### 4. QUALITY

You must provide the Services and conduct your practice or business in compliance with the Ministry's *Provider Quality Specifications for Public Health Services* version (1.1)

### 5. STAFFING AND BUDGET

Your budget estimates are as set out in the table below. You will report actual staffing levels and actual expenditure each six months with commentary on material variances.

Planned FTEs and costs	2014/15	2015/16
Salary costs X FTEs – includes: <i>[list by health promoters, admin support etc]</i>	\$	\$
Direct costs <i>(please state inclusions)</i>	\$	\$
Indirect costs <i>(please state inclusions)</i>	\$	\$
<b>Total (GST exclusive)</b>	<b>\$ 535,000.00</b>	<b>\$ 535,000.00</b>

### 6. Reporting

Six monthly (reporting against the DHB Tobacco Control Plan) reports will cover:

- any performance measures outlined above
- the provision of the services and progress against performance measures outlined in your TCP including your overall assessment of the services delivered
- any exceptions, issues, problems or positive points to note relevant to the delivery of the service
- any emergent issues and any recommendations for improving the quality of efficacy of services delivered under the contract
- networking or collaborative activities undertaken.

If activities have already been reported against through the Annual Plan process (i.e. Quarterly Health Target reporting) these reports can be attached to your monitoring reports to cover the reporting of these outputs.

You will report to us on the provision of services on the following dates:

<b>Period covered</b>	<b>Report due</b>
1 July 2014 to 30 December 2014	31 January 2015
1 January 2015 to 30 June 2015	20 July 2015
1 July 2015 to 30 December 2015	31 January 2016
1 January 2016 to 30 June 2016	20 July 2016

Reports will be sent to:

Performance Reporting Team  
Sector Services  
Private Bag 1942  
DUNEDIN  
[performance\\_reporting@moh.govt.nz](mailto:performance_reporting@moh.govt.nz)

Failure to report by the due date may result in payments being withheld until the report(s) are received.

**PROVIDER QUALITY  
SPECIFICATIONS**

**for**

**PUBLIC HEALTH SERVICES**

First release version 1.1  
Dated May 1999

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**A Introduction**

**A1 Quality of Service**

These MoH Provider Quality Specifications for Public Health Services (PHPQS) define the quality of service to be performed by you as specified in the Service Schedule of the MoH Standard Contract for Services (Services) which consumers and populations served under the terms of this agreement should receive. Provider quality requirements will in final form be described in three key levels:

- Health and Disability Sector Standards (H&DS Standards);
- MoH Provider Quality Specifications (PQS); and
- MoH Service Specific Quality Specifications (SSQS).

**A2 Health and Disability Sector Standards**

The H&DS Standards are being developed to replace several pieces of previous consumer safety legislation. They will come into effect on 1 July 1999 for those providers to whom the previous consumer safety legislation applied, namely hospital in-patient and residential care services. The H&DS Standards may in future apply to all services funded by us. As we apply the H&DS Standards the PQS will be revised to refer to those Standards, and to eliminate repetition.

**A3 MoH Provider Quality Specifications**

The PQS have been developed to ensure a common basis for quality among providers of similar services nationally. They focus on key processes and outcomes. The PHPQS have been modified from the generic PQS to reflect the population basis of services delivered by public health services. The PHPQS apply to all public health services provided under the terms of this agreement. Providers are required to meet them to the extent that this is practicable and reasonable given the nature of the service being provided and the population served.

**A4 MoH Service Specific Quality Specifications**

The PQS may be supplemented in agreements by SSQS or by specific quality requirements in the Service Specification.

**B: Public Health Provider Quality Specifications**

**B1 PHPQS apply to all PUBLIC HEALTH services**

You must perform the Services covered by this agreement in accordance with the PHPQS in a manner that is appropriate for your organisation, taking into account:

- requirements of MoH Health Policy and Strategies;
- identified needs of consumers, carers and families;
- service goals and objectives;
- parameters of activities;
- management of risks;
- any good practice guidelines endorsed by us;
- professional standards and codes relevant to your service;
- the size of your organisation and the population served; and
- cultural values of the population served.

**B2 Written policy, procedures, programme, protocol, guideline, information, system or plan.**

Where, to meet an H&DS Standard or a PQS or SSQS, you need to develop a written policy, procedure, programme, protocol, guideline, information system or plan (document), you will:

- develop the documents;
- demonstrate systems for reviewing and updating all these documents regularly and as required by current performance or risks;
- demonstrate implementation, through documentation supported as requested through interviews with your employees, assistants, volunteers, students and permitted subcontractors (staff), consumers, and Māori;
- demonstrate that staff are adequately informed of the content and the intent of these written documents; and
- provide us with a copy of any documents we request.

**B3 All staff informed**

You will ensure that:

- these PHPQS are attached to all agreements for Services contracted for by us and performed by you; and
- staff are aware of your and their responsibilities to comply with these PHPQS and the relevant Service Specifications as they relate to Services you perform.

**C: Requirements for Māori**

These requirements (either described in this section or elsewhere in this document) do not apply to Services provided solely for ethnic group other than Māori.

**C1 Services meet needs of Māori**

Your Services will meet the diverse needs of Māori, and apply the MoH Māori Health Policy, June 1998 or as amended, MoH Māori Strategies and Māori requirements in the MoH Standard Contract for Services (Public Health Operating Group).

**C2 Māori Participation**

The reference to "Māori" in this section C2 includes the development of a relationship with local tangata whenua and if appropriate, regional tangata whenua, Māori staff, Māori Providers and Māori community organisations to achieve the requirement Māori input.

Māori participation will be integrated at all levels of strategic and service planning, development and implementation within your organisation at governance, management and service delivery levels.

This will include:

- consultation with, and involvement of, Māori in your strategic, operational and service processes;
- development of a monitoring strategy in partnership with Māori that reviews and evaluates whether Māori needs are being met by your organisation, including;
- removal of barriers to accessing your services;
- facilitation of the involvement of whanau and others;
- integration of Māori values and beliefs, and cultural practices;
- availability of Māori staff to reflect the consumer population; and
- existence, knowledge and use of referral protocols with Māori service providers in your locality;
- education and training of staff in the requirements of the MoH Māori Health Policy and Strategies;
- education and training of staff in Māori values and beliefs and cultural practices; and
- support and development of a Māori workforce.

**C3 Support for Māori**

You will facilitate support from whanau/hapu/iwi; kuia/kaumatua; ronga practitioners; spiritual advisors; Māori staff and others as appropriate for Māori accessing your Services.

## **D: Quality Management**

You will develop, document, implement and evaluate a transparent system for managing and improving the quality of Services to achieve the best outcomes for consumers.

### **D1 Quality Plan**

You will develop, implement and maintain a quality plan designed to improve outcomes for consumers. This quality plan may be integrated into your business plan. It will describe how you manage the risks associated with the provision of Services. The quality plan will outline a clear quality strategy and will identify the organisational arrangements to implement it. The quality plan will be of a size and scope appropriate to the size of your Services, and will usually include:

- an explicit quality philosophy;
- clear quality objectives;
- commitment to meeting these and any other MoH Quality Specifications, and guidelines for good practice as appropriate;
- quality improvement systems;
- systems for monitoring and auditing compliance with MoH contractual requirements;
- designated organisational and staff responsibilities;
- processes for and evidence of ongoing consumer input into service development through identified feedback mechanisms;
- processes for sound financial management; and
- how you will address Māori issues including recognition of:
  - Māori participation with Strategic, Governance, Management and Service Delivery planning, implementation and review functions;
  - Māori as a Government Health Gain priority area;
  - The 8 Māori Health priority areas : asthma, diabetes, smoking cessation, injury prevention, hearing, immunisation, mental health, oral health as appropriate to your organisation;
  - The MoH Māori Health Policy and Strategies, and clause 3 "Māori Health Priority" in the Standard Contract for Services;
  - Māori specific quality specifications, monitoring requirements and service specific requirements.

### **D2 Auditing and Reporting**

As part of our Provider Quality Improvement Strategy, we may, at any time, audit your Services against a PHPQS or SSQS by asking you to demonstrate compliance with it. The PHPQS and SSQS are not, at present, subject to regular reporting unless required elsewhere in this agreement or as part of any specified quality improvement initiative. You may raise with us at any time any concerns you have about your ability to meet these PHPQS so corrective processes can be put in place.

### **D3 Staff registration, education and training**

All your staff will:

- where relevant, be registered with the appropriate statutory body and hold a current statutory certificate;
- have access to continuing education to support maintenance of professional registration, enhancement of service delivery/clinical practice, and to ensure practice is safe and reflects knowledge of recent developments in service delivery.

### **D4 Employment Policies and Practices**

Your employment policies and practices will:

- support professional career pathway development for Māori health workers; Māori service advisory positions and Māori change management positions;
- support the recruitment and retention of Māori employees at all levels of the organisation to reflect the consumer population; and
- demonstrate workforce development planning and how this is applied to the professional development of staff.

**D5 Training and Supervision of Assistants and Volunteers**

You will ensure that all your assistants, volunteers and other relevant support staff receiving training to enable them to perform Services safely, and will work only under the supervision and direction of appropriately qualified staff.

**D6 Supervision of Trainees**

Trainees will be identified and will provide Services only under the supervision and direction of appropriately qualified staff.

**D7 Performance Management**

You will be required to develop and maintain systems:

- of performance management for all employees; and
- to review professional practices and processes used in service delivery.

The systems will include input from relevant health professionals.

**E: Effectiveness**

**E1 Service Plan/Standard Contract for Services**

Services will be planned and performed according to the assessed needs of the populations served as agreed by us in your service plan/standard contract for Services.

**E2 Service Provision**

You will develop and implement processes and practices for the performance of Services to populations that reflect best practice within available resources.

You will develop process and outcome measures for your programmes as agreed with us.

**E3 Access**

The Services you perform will be accessible to all relevant populations. Where services are limited in any way, the criteria for selection and prioritisation will be defined, available to populations affected and agreed between us.

**E4 Service Information**

Potential and current consumers, and referrers, will have access to appropriately presented information in order for relevant populations to access your Services. This information will usually include:

- the Services you offer;
- the location of those Services;
- the hours the Services are available;
- how to access the Services;
- consumer rights and responsibilities under the Code of Health and Disability Services Consumer's Rights Regulations 1996 (D&DC Code) and Complaints Procedure;
- availability of cultural support;
- after hours or emergency contact if necessary or appropriate; and
- any other important information in order for people to access your Services.

This information will be presented in a manner appropriate to the communication needs of consumers and communities.

**E5 Evaluation Process**

You will develop evaluation processes, primarily formative and process, which will assist in the development of your own programmes, in consultation with us. If we contract for the external evaluation of your Services, then you will provide any necessary assistance to complete the external evaluation to our satisfaction.

**F: Appropriate Standards**

**F1 Consumer rights**

You will ensure each consumer receives Services in a manner that complies with the Health and Disability Commissioner Act 1994, any written directives of the Health and Disability Commissioner (H&D Commissioner) and the H&DC Code. This includes provision for the:

- right to be treated with respect for person, privacy and culture;\
- right to be free from discrimination, coercion, harassment and exploitation;
- right to dignity and independent;
- right to services of an appropriate standard including legal, professional, ethical;
- right to effective communication;
- right to be fully informed;
- right to make an informal choice and give informed consent;
- right to have a support person present;
- right to complain; and
- rights in respect of teaching or research.

You will ensure:

- consumers are aware that the Services are being provided in accordance with the H&DC Code;
- copies of the H&DC Code are available to consumers upon their request; and
- staff familiar with and observe their obligations under the H&DC Code. .

**F2 Confidentiality**

You must not disclose personal information about a consumer to any third party without:

- the consumer's informed consent; or
- complying with the requirements of the Code of Practice under the Privacy Act 1993 covering health information held by health agencies;

and then only if disclosure assists in achieving effective and positive outcomes for the consumer.

**F3 Cultural Values**

You will perform services in a culturally appropriate and competent manner, ensuring that the integrity of each consumer's culture is acknowledged and respected. You will take account of the particular needs within the community served in order that there are no barriers to access or communication, and that your Services are safe for all people. You will include significant local or service specific ethnic and other cultural groups in assessing satisfaction with your services. You will incorporate Māori principles/tikanga into your organisation. These are explained in Appendix 1.

**F4 Services to people from Pacific Island Nations**

Services to people from Pacific Island Nationals are to recognise differences especially as they relate to linguistic, cultural, social and religious practices.

You will develop and maintain linkages with key cultural groups in your locality in order to facilitate consultation and involvement of these groups in the planning, implementation and monitoring and review of services.

**F5 Consumer and staff Advocates**

You will inform consumers and staff, in a manner appropriate to their communication needs, of their right to have an advocate, including to support the resolution of any complaint. You will allow advocates reasonable access to facilities, consumers, staff and information to enable them to carry out their role as an advocate. You will know of and be able to facilitate access to a Māori advocate for consumers and staff who require this service.

**F6 Consumer/Family/Whanau and Referred Input**

You will regularly offer consumers/families/whanau and referrers the opportunity to provide feedback as a means of improving the Services performed for consumers. When you obtain feedback from consumers by means of written surveys, you will comply with the MoH Guidelines for Consumer Surveys. Consumer input will be reflected in maintenance and improvement of quality of service. Feedback from Māori by appropriate methods will be actively sought to improve organisation responsiveness to Māori. If we require, you will make available to us the results of any surveys.

**F7 Complaints Procedure**

You will enable consumers/families/whanau and other people to make complaints through a written and implemented procedure for the identification and management of complaints which meets the H&DC code requirements. The complaints procedure will ensure:

- the complaints procedure itself is made known to and easily understandable by consumers;
- all parties have the right to be heard;
- the person handling the complaint is impartial and acts fairly;
- complaints are handled at the level appropriate to the complexity or gravity of the complaint;
- any corrective action required following a complaint is undertaken;
- it sets out the various complaints bodies to whom complaints may be made and the process for doing so. Consumers will further be advised of their right to direct their complaint to the H&D Commissioner and to us, particularly in the event of non-resolution of a complaint;
- complaints are handled sensitively with due consideration of cultural or other values;
- Māori consumers and their whanau will have access to a Māori advocate to support them during their complaints process;
- consumers who complain, or on whose behalf families/whanau complain, shall continue to receive services which meet all contractual requirements;
- complaints are regularly monitored by the management of the service and trends identified in order to improve service delivery; and
- it is consistent with any MoH complaints policy as notified from time to time.

**F8 Personnel Identification**

You will ensure that all staff performing Services identify themselves as acting on your behalf in all dealings with consumers and family/whanau.

**F9 Ethical Review**

You will obtain ethical review as necessary. If you conduct research and innovative procedures or treatments, then you will:

- have written and implemented policies and procedures for seeking ethical review;
- obtain advice from an accredited ethics committee in accordance with the current "National Standard for Ethics Committees"; and



- consult with and receive approval from Māori for any research or innovative procedures or treatments which will impact on Māori.

**G: Safety and Efficiency**

**G1 General Safety Obligation**

You will protect consumers and staff from exposure to avoidable/preventable risk and harm in accordance with your obligations under the Health and Safety in Employment Act 1992.

**G2 Risk Management**

You will safeguard consumers and staff from untoward risk arising from infection, avoidable incidents, accidents and hazards.

You will develop, implement and maintain:

- incident, accident and hazard management policies and procedures;
- contingency management policies and procedures in relation to internal emergencies and external or environmental disasters; and
- environmental and hygiene management/infection control policies and procedures; and
- managing safety and identifying key risks.

These policies and procedures must assist, in:

- evaluating and prioritising those risks based on their severity, the effectiveness of any controls you have and the probability of occurrence;
- dealing with those risks and where possible reducing them;
- minimising the adverse impact of internal emergencies and external or environmental disasters on your consumers and staff; and
- minimising the likelihood of adverse health outcomes arising from infection for consumers and staff.

These policies and procedures will include definitions of incidents and accidents and clearly outline the responsibilities of all employees, including:

- taking immediate action;
- reporting, monitoring and corrective action, to minimise incidents;
- accidents and hazards, and improve safety; and
- debriefing staff training and staff support as necessary to meet the requirements of the policies and procedures.

**G3 Prevention of Abuse and/or Neglect**

You will safeguard consumers and staff from abuse, including physical, mental, emotional, financial and sexual maltreatment or neglect. You will develop, implement and maintain written policies and procedures on preventing, detecting and removing abuse and/or neglect. These policies and procedures will include definitions of abuse and neglect and will clearly outline the responsibilities of all staff who suspect actual or potential abuse, including immediate action, reporting, monitoring and corrective action. You will ensure that relevant staff are able to participate in family, inter-agency or court proceedings to address specific cases of abuse and neglect. These procedures may also include reference to the Complaints Procedure.

**G4 Security**

You will provide a secure environment for consumers and staff to perform the Services. You will have written, implemented and independently reviewed policies and practices relating to security to ensure that buildings and equipment used to perform the Services are secure.

**H: Interpretation**

In these PHPQS:

- "MoH", "us", "we" and "our" means the Ministry of Health including its legal successors and its permitted consultants, subcontractors, agents, employees and assignees;
- "you" and "your" means the Provider named on the front page of the Standard Terms and Conditions, including its permitted subcontractors, agents, employees and assignees; and
- terms given a defined meaning in this agreement have that meaning where the context permits and words referring to singular include the plural and reverse.

**Appendix A: Explanation of Māori principles / tikanga**

<b>Wairua</b>	<b><i>Spirit or spirituality</i></b>	<i>A recognition that the Māori view of spiritually is inextricable related to the wellbeing of the Māori Consumer.</i>
<b>Aroha</b>	<b><i>Compassionate love</i></b>	<i>The unconditional acceptance which is the heart of care and support.</i>
<b>Turangawaewae</b>	<b><i>A place to stand</i></b>	<i>The place the person calls home, where their origins are. This must be identified for all Māori consumers.</i>
<b>Whanaungatanga</b>	<b><i>The extended family</i></b>	<i>The family take responsibility for its members and must be informed of where its member is.</i>
<b>Tapu/Noa</b>	<b><i>Sacred/profane</i></b>	<i>The recognition of the cultural means of social control envisaged in tapu and noa including its implications for practices in working with Māori consumers.</i>
<b>Mana</b>	<b><i>Authority, standing</i></b>	<i>Services must recognise the mana of Māori consumers.</i>
<b>Manaaki</b>	<b><i>To care for and Respect to</i></b>	<i>Services must show respect for Māori values, traditions and aspirations.</i>
<b>Kawa</b>	<b><i>Protocol of the marae, land, iwi.</i></b>	<i>Determines how things are done in various circumstances. Respect for kawa is very important. If the kawa is not known the tangata whenua should be consulted.</i>

