

Sent by: Tony Brown/MOH
08/06/2018 02:08 p.m.

To: Anna Redican/MOH@MOH,
cc: Jo Muschamp/MOH@MOH, Colin Charan/MOH@MOH,
bcc:

Subject: Re: Fw: DHB Tobacco Control Contract

Thanks Anna,

That sounds great, I will circulate the Lakes proposal once I receive it from Karen to keep everyone in the loop.

Cheers

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

DDI: + 64 7 929 3633 / Mobile s 9(2)(a) / E: tony_brown@moh.govt.nz | **Hamilton Office**: Level 4, 73 Rostrevor Street, Hamilton, PO Box 1031, Waikato Mail Centre 3204



Anna Redican

Hi I agree with Jo's comments. I will a...

08/06/2018 12:50:21 p.m.

From: Anna Redican/MOH
To: Tony Brown/MOH@MOH,
Cc: Jo Muschamp/MOH@MOH, Colin Charan/MOH@MOH
Date: 08/06/2018 12:50 p.m.
Subject: Re: Fw: DHB Tobacco Control Contract

Hi

I agree with Jo's comments. I will aim to get our letter out to all DHBs early next week, where we explain that we will be working with them on a way forward. I want to explain that we are keen to be looking at the bigger picture, rather than at individual services. However, if Karen already has a proposal, we could consider it. In the interim, we can hold off from extending the contract with Lakes until the way forward is clear. This will lead to some surplus which might be available to be invested as one-off to support other work or pressures.

Once I get the letter out to the DHBs, it will hopefully assist the discussion. Sorry, have just been too busy to look at it this week.

Kind regards
Anna

Anna Redican
Manager Communicable Diseases and Healthy Environments &
Acting Manager Chronic Disease Prevention

System Outcomes
Service Commissioning
Ministry of Health
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<http://www.health.govt.nz>
mailto:Anna_Redican@moh.govt.nz

Tony Brown Thanks Jo, I will have more informatio... 08/06/2018 11:28:22 a.m.

From: Tony Brown/MOH
To: Jo Muschamp/MOH@MOH,
Cc: Anna Redican/MOH@MOH, Colin Charan/MOH@MOH
Date: 08/06/2018 11:28 a.m.
Subject: Re: Fw: DHB Tobacco Control Contract

Thanks Jo,

I will have more information from Karen once I meet with her to discuss what their DHB's strategy is and what their approach might look like.

Cheers

Tony Brown
Portfolio Manager
Chronic Disease Prevention
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Jo Muschamp Do you know what Karen is wanting fr... 08/06/2018 11:23:03 a.m.

From: Jo Muschamp/MOH
To: Tony Brown/MOH@MOH,
Cc: Anna Redican/MOH@MOH, Colin Charan/MOH@MOH
Date: 08/06/2018 11:23 a.m.
Subject: Re: Fw: DHB Tobacco Control Contract

Do you know what Karen is wanting from a new service specification? I agree with negotiating a satisfactory way forward for both parties but would be concerned if Lakes ends up too different to other DHBs before we have decided the approach forward.

Jo Muschamp
Senior Portfolio Manager
Chronic Disease Prevention
System Outcomes
Service Commissioning

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Tony Brown Hi Anna, Please see below response f... 08/06/2018 11:18:11 a.m.

From: Tony Brown/MOH
To: Anna Redican/MOH@MOH,
Cc: Colin Charan/MOH@MOH, Jo Muschamp/MOH@MOH
Date: 08/06/2018 11:18 a.m.
Subject: Fw: DHB Tobacco Control Contract

Hi Anna,

Please see below response from Karen Evison in terms of the tobacco control contract for Lakes DHB. Just wanted to check with you regarding the process for negotiating the service specification for Lakes with Karen for the next twelve months. While this may differ from other DHB service specifications I am comfortable with negotiating a satisfactory way forward.

Cheers

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

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----- Forwarded by Tony Brown/MOH on 08/06/2018 11:07 a.m. -----

From: Karen Evison <Karen.Evison@lakesdhb.govt.nz>
To: "'Tony_Brown@moh.govt.nz'" <Tony_Brown@moh.govt.nz>,
Cc: "colin_charan@moh.govt.nz" <colin_charan@moh.govt.nz>
Date: 07/06/2018 04:06 p.m.
Subject: RE: DHB Tobacco Control Contract

Kia ora

We do not wish to have an extension, we would like to have a new contract with a negotiated service specification, I look forward to your further information

Thanks
Karen

Karen Evison
Director Strategy, Planning and Funding
Lakes District Health Board
07 349 7863 or s 9(2)(a)

From: Tony_@xx[mailto:Tony_@xx]
Sent: Thursday, 7 June 2018 3:51 p.m.
To: Karen Evison
Cc: colin_@xx
Subject: DHB Tobacco Control Contract

Kia ora Karen ,

This is a courtesy email to inform you that the Ministry intends to extend your DHB tobacco control contract for 12 months.

Further information and a revised service specification will follow shortly.

Regards

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

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Sent by: Tony Brown/MOH
20/06/2018 01:22 p.m.

To: Anna Redican/MOH@MOH,
cc: Colin Charan/MOH@MOH, Jo Muschamp/MOH@MOH,
bcc:

Subject: Re: Fw: Lakes DHB Tobacco Control Services

Thanks Anna,

I am in the office tomorrow so might have a catch up with you if possible.

Cheers

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

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Anna Redican Hi Tony Thanks for your email. There i... 20/06/2018 12:48:45 p.m.

From: Anna Redican/MOH
To: Tony Brown/MOH@MOH,
Cc: Colin Charan/MOH@MOH, Jo Muschamp/MOH@MOH
Date: 20/06/2018 12:48 p.m.
Subject: Re: Fw: Lakes DHB Tobacco Control Services

Hi Tony

Thanks for your email. There is no immediate pressure to renegotiate anything with Lakes as they have just given notice of exit of their service. This just means there will be an underspend in our budget, and we can do some thinking as well on how this can best be used. There is no presumption that it has to stay with the DHB.

Happy to discuss

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: s 9(2)(a)

<http://www.health.govt.nz>
mailto:Anna_Redican@moh.govt.nz

Tony Brown Hi Anna, Please see below attached l... 20/06/2018 11:38:59 a.m.

From: Tony Brown/MOH
To: Anna Redican/MOH@MOH,
Cc: Jo Muschamp/MOH@MOH, Colin Charan/MOH@MOH
Date: 20/06/2018 11:38 a.m.
Subject: Fw: Lakes DHB Tobacco Control Services

Hi Anna,

Please see below attached letter from Lakes DHB regarding their smoke free services from 1 July 2018.

A lot of the tasks listed in the letter are already mostly carried out by the stop smoking service provider Manaaki Ora.

I am yet to discuss the way forward regarding negotiating the contract with Lakes and how this might look like. I understand that Counties Manukau have indicated they are looking at taking a different approach in terms of these contracts as well.

Cheers

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

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----- Forwarded by Tony Brown/MOH on 20/06/2018 10:27 a.m. -----

From: Raewyn Bourne <rbourne@tipuora.org.nz>
To: "Tony_Brown@moh.govt.nz" <Tony_Brown@moh.govt.nz>,
Cc: Benjamin Hingston <bhingston@tipuora.org.nz>
Date: 19/06/2018 04:10 p.m.
Subject: FW: Lakes DHB Tobacco Control Services

Thanks for talking with me this afternoon.

I have attached the letter from Pip. I have started to look at any impact there might be and I can only see opportunities. We are already doing activities in all of these areas as relevant. This gives us opportunity to

re-launch our services across both Rotorua and Taupo hospital environments as well as some other health providers in the Taupo Turangi area we have not been able to successfully get into.

I will also get in contact with Karen early next week to discuss re-launch and any impact of DHB changes.

I will keep you updated of progress.

Raewyn Bourne
Executive Manager

Manaaki Ora Trust - Tipu Ora
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E: rbourne@tipuora.org.nz |
http://scanmail.trustwave.com/?c=5305&d=sYKo2--Ugsj52vZzFbcwMn3h7YWaC_B4hMfXdx6GGg&u=http%3a%2f%2fwww%2etipuora%2eorg%2enz
16-20 Houkotuku Street, Ohinemutu, PO Box 807, Rotorua, 3010

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Raewyn Bourne
Executive Manager Manaaki Ora Trust - Tipu Ora P: 07 348 2400 | M: s 9(2)(a) |
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http://scanmail.trustwave.com/?c=5305&d=sYKo2--Ugsj52vZzFbcwMn3h7YWaC_B4hMfXdx6GGg&u=http%3a%2f%2fwww%2etipuora%2eorg%2enz
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-----Original Message-----

From: Pip King <pip.king@lakesdhb.govt.nz>
Sent: Friday, 15 June 2018 1:32 p.m.
To: Raewyn Bourne <rbourne@tipuora.org.nz>
Subject: Lakes DHB Tobacco Control Services

Dear Raewyn

Please find attached a letter advising of changes to our tobacco control work.

Please contact me should you have any queries about the contents of this letter.

Regards

Pip King
Portfolio Manager
Lakes DHB
Rotorua 07 349-7823
Taupo 07 376-1049 extn 5849
[REDACTED] s 9(2)(a)
Pip.king@lakesdhb.govt.nz

-----Original Message-----

From: Pip King
Sent: Friday, 15 June 2018 1:29 p.m.
To: Pip King
Subject: Scan Data from CEO-MFD

Sent by: [pip.king@lakesdhb.govt.nz]
Number of Images: 1
Attachment File Type: PDF

Device Name: CEO-MFD
Device Location: Ngati Whakaue 2nd Floor

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Private Bag 3023, Rotorua Mail Centre
Rotorua 3046, New Zealand
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15 June 2018

Raewyn Bourne
Executive Manager
Manaaki Ora Trust-Tipu Ora
Ohinemutu
PO Box 807
Rotorua 3010

Dear Raewyn

Lakes DHB Tobacco Control Services

This letter is to provide you with an update about the Lakes DHB tobacco control services. Unfortunately I was unable to get hold of you today to provide you with a heads up in person that Lakes DHB is ceasing its smokefree coordination and smokefree midwife roles on 30 June 2018. As you know these roles are held by Yvonne Rogers and Tina Lees, both of whom will finish in their DHB roles on 30 June 2018.

This will affect many parts of the smokefree hospital and community work. At this stage the list below covers some of the work currently carried out by Yvonne and Tina, which will or will have the potential to affect the Tipu Ora Smoking Service work. I am also providing you with this information in case you may have enquiries around the DHB services and whether there is any potential for you to support and help with the ending of these services.

Specifically Lakes DHB will no longer provide the following:

- smokefree coordination
- smokefree resources
- bulk NRT supplies
- referrals from Yvonne and Tina to the smoking cessation service
- specialist smokefree cessation services
- chairmanship of the Lakes DHB Auahi Kore coalition meetings
- involvement in the smokefree retailers group
- resource to respond to smokefree enquiries by a dedicated team
- participate in the public smokefree spaces and policy development
- provide cessation support for Lakes DHB staff
- coordinate the provision of World Smokefree Day resources and
- Lakes DHB will not be accredited to provide smokefree training without Yvonne and Tina

Hopefully you can help and support us through this period. Also please contact me for more information.

Yours sincerely

Pip King
Portfolio Manager, Maternal Child and Youth Health

Sent by: Tony Brown/MOH
24/07/2018 04:25 p.m.

To: Karen Evison <Karen.Evison@lakesdhb.govt.nz>,
cc:
bcc:

Subject: RE: DHB Tobacco Control Service Specification

Thanks Karen, that's great. I will send this to Sector Services now for processing, there may be a slight delay due to back log of contracts. Just FYI, I have placed the due date for the TC plan to 1 May 2019 under section 1.1 of the service spec.

Please feel free to call me if you need to.

Cheers

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

DDI: + 64 7 929 3633 / Mobile: s 9(2)(a) / E: tony_brown@moh.govt.nz | **Hamilton Office:** Level 4, 73 Rostrevor Street, Hamilton, PO Box 1031, Waikato Mail Centre 3204



Karen Evison

Hi Tony I have filed in the indicative bu...

24/07/2018 04:10:30 p.m.

From: Karen Evison <Karen.Evison@lakesdhb.govt.nz>
To: "Tony_Brown@moh.govt.nz" <Tony_Brown@moh.govt.nz>,
Date: 24/07/2018 04:10 p.m.
Subject: RE: DHB Tobacco Control Service Specification

Hi Tony

I have filed in the indicative budget, feel free to call me if needed. I will be the direct contract contact for this for the next wee while until I let you know otherwise.

Thanks
Karen

Karen Evison
Director Strategy, Planning and Funding
Lakes District Health Board
07 349 7863 or s 9(2)(a)

From: Tony [redacted] [mailto:Tony [redacted]]
Sent: Monday, 9 July 2018 1:15 p.m.
To: Karen Evison
Subject: DHB Tobacco Control Service Specification

Kia ora Karen,

Please find attached below the proposed service specification for your DHB's tobacco control contract extension (12 months).

Could you please fill out the indicative budget section and return back to me for processing.

You may have seen media coverage suggesting that the health targets have been disestablished.

The Minister of Health is considering advice on the health targets but any changes are not expected to be announced until later in the calendar year.

In regards to your DHB tobacco control contract, we can proceed with the contract as drafted. If future changes are needed around areas like the health target component, a variation to the contract may be made at a later date.

Should you have any feedback on the spec and/or wish to discuss this matter please let me know.

Regards

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

DDI: + 64 7 929 3633 / Mobile [redacted] s 9(2)(a) / E: tony_brown@moh.govt.nz | **Hamilton Office:** Level 4, 73 Rostrevor Street, Hamilton, PO Box 1031, Waikato Mail Centre 3204



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www.lakesdhb.govt.nz DHB Tobacco Service Spec Lakes.docx

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SERVICE SCHEDULE

District Health Board Tobacco Control Contract

Service objectives

The overarching aims of this service are to:

- reduce tobacco-related morbidity and mortality
- decrease tobacco related disparity, particularly as regarding Māori, Pacific people and pregnant women and their children
- contribute towards the Government's Smokefree Aotearoa 2025 goal.

In particular, this service enables District Health Boards (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 for example reducing smoking initiation and increasing smokefree environments.

Tobacco Control Services Operating Environment

Good integration will be vital to achieve the Government's Smokefree Aotearoa 2025 goal. Under this contract DHBs are expected provide strong co-ordination and leadership for all tobacco control and related services within their catchments.

Tobacco Control Services Operating Environment Principles

- High Quality
- Value for money
- Responsive
- Consistent
- Health Equity
- Outcomes Focused
- Standardised
- Customer Centric
- National, Regional and local integration

National, Regional and Local Integration

All tobacco control services must work in an integrated and collaborative matter with national, regional and local stakeholders. Services must be aligned with the Ministry's tobacco control programme, policies and objectives including other relevant tobacco control functions and services including; health promotion, health protection, health assessment and surveillance, capacity and capability building, preventative interventions and leadership (including clinical leadership).

Better help for smokers to quit health target

Meeting the *Better help for smokers to quit* health target is a priority and requires a whole-of-sector commitment. Each DHB Tobacco Control Contract supports achievement of the health target and contributes to strengthening integration, relationships and better ways of working between the community, primary and secondary care.

The *Better help for smokers to quit* health target, requires patients 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. 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.

DHBs will continue work to support the achievement of the primary care and maternity components of the '*Better help for smokers to quit*'.

Other Services

The services described in this contract build upon those delivered through the DHB tobacco control contract to date. All activities will be outlined in a DHB Tobacco Control Plan. This plan will be developed with all relevant stakeholders in your district or region.

Māori, Pacific and pregnant women are priority 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 are also considered a priority group.

Service Area 1: Tobacco Control Leadership and Coordination

Service description	Performance measures
<p>1.1 The DHB(s) will develop, implement and review progress against a Tobacco Control Plan (TCP).</p> <p>You will submit an updated TCP (for the period 1 July 2019 – 30 June 2020) to the Ministry for review by DATE</p> <p>Where a regional approach is taken, a regional tobacco control plan may take the place of an individual DHB tobacco control plan.</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>All DHBs are required to provide six monthly reporting on progress against their TCP.</p>
<p>1.2 DHBs will continue to provide leadership and coordination related to all tobacco control activities within the DHB catchment area (or region, where a regional approach is taken).</p> <p>This will include:</p> <ul style="list-style-type: none"> • keeping your tobacco control gap/needs analysis up to date • coordinating local tobacco control stakeholders and/or initiatives • developing/supporting smokefree policies • systematically ensuring tobacco control is included as a key activity in all DHB health documents, plans and policies <p>You will work in partnership and support local stop smoking services. You will also work with community, primary and secondary care stakeholders as well as other relevant service providers (e.g. Quitline) to facilitate an integrated tobacco control operating environment.</p> <p>Activities may include:</p> <ul style="list-style-type: none"> • developing, implementing and evaluating evidence based services • engaging with sectors outside of health regarding tobacco control matters • publishing local activities and best practices • supporting all services contracted by the DHB to establish and/or maintain smokefree 	<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> <p>Outcomes achieved through health promotion activities reported in six monthly reports.</p> <p>Smokefree policies are updated to include vaping and other products that are not smoked (e.g. Heat not burn).</p> <p>Updated smokefree policies reflect that there are no legal restrictions on vaping in smokefree areas and that, whilst vaping in indoor spaces may be inappropriate, DHBs could allow vaping in outdoor spaces if they so choose.</p>

<p>policies and environments</p> <ul style="list-style-type: none"> • communications and media commentary as appropriate • collaborative projects • supporting clinical and community leadership in tobacco control. <p>You will work with stakeholders (e.g. MOH, HPA, National Tobacco Control Service, PHU, Stop Smoking Services, Healthy Families Partnerships etc.) to ensure an integrated and coordinated approach to support local health promotion activities.</p>	
<p>1.3 The DHB will continue to support the new regional/local stop smoking service(s) to ensure an effective integrated approach of service delivery for these services and linkages with community, primary and secondary health services.</p> <p>This includes monitoring 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>Six monthly reporting against the Tobacco Control Plan (see Section 6 below under reporting).</p> <p>Facilitate appropriate referral pathways for people needing specialist support (measured by referrals and enrolments into smoking cessation services).</p> <p>Increased engagement, referrals and outcomes for Māori, Pacific people, pregnant women (including people that smoke living with pregnant women) and other priority groups.</p> <p>Breakdown of health target results by Māori and Pacific ethnicity.</p> <p>The number of people who accept cessation support (behavioural and/or pharmacological) in primary and secondary care, by ethnicity.</p>
<p>1.4 Participate in national service development work where appropriate, and adhere to and support implementation of any national data collection, service specifications and/or guidelines that are developed.</p>	<p>Six monthly reporting against the Tobacco Control Plan (see Section 6 below under reporting)</p>

Service Area 2: Health Targets

Service description	Performance measures
<p>2.1 You 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.</p> <p>90% of PHO enrolled patients who smoke have been offered help to quit smoking by a health care practitioner in the last 15 months.</p> <p>90% of pregnant women who identify as</p>

	<p>smokers upon registration with a DHB-employed midwife or Lead Maternity Carer are offered brief advice and support to quit smoking.</p> <p>95% of hospital patients who smoke and are seen by a health practitioner in a public hospital are offered brief advice and support to quit smoking.</p> <p>Health care practitioners are supported to provide accurate information to people about vaping.</p>
--	--

3. Linkages

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

- PHOs
- Community providers including Maori and Pacific NGO's
- Public Health Units
- Stop Smoking Services including Quitline
- Secondary and Tertiary Hospital Services
- Other DHB Provider Arm Services
- DHB Māori Health and Pacific Health Units
- DHB Contracted Providers
- Other Health and Community Agencies
- Intersectoral Forums including the CEOs Forum, Healthy Families NZ partnership groups
- The Maori and Pacific Whanau Ora Commissioning Agencies
- Local Territorial Authorities
- National Tobacco Control Advocacy Service
- Health Promotion Agency

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 versus budget each six months with commentary on material variances (variance between budget and actual).

Planned FTEs and costs	Annual Budget (\$ GST exclusive)
HR Costs 1 FTE across multiple staff lines (admin/analyst/coordination/project mgmt/ service improvement lead) other aspects will be contracted out as per service requirements and within the direct costs line	\$ 150,000
Direct costs (please itemise inclusions) Accommodation & Travel Motor Vehicle Expenses	\$ 304,750

Fuel Expenses Office Supplies Mobile Phone Professional Development Program costs Outsourced activity to other providers eg Maori leadership, cross agency wellbeing, SLM project	
Indirect costs 15% Capital Purchases – Computers Motor Vehicle Lease Office Rental Internet Management Fee Governance Board	\$ 80,250
Total (GST exclusive)	\$ 535,000.00

6. Reporting

Six monthly reports (reporting against the DHB Tobacco Control Plan) 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
- collaborative activities undertaken and outcomes achieved.

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:

Period covered	Report due
1 July 2018 to 30 December 2018	31 January 2019
1 January 2019 to 30 June 2019	20 July 2019

Reports are to be sent to:

Email: performance_reporting@moh.govt.nz AND

Email to Ministry of Health Portfolio Manager: tony_brown@moh.govt.nz

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

Sent by: Tony Brown/MOH
24/07/2018 04:32 p.m.

To: Request Forms/MOH@MOH,
cc:
bcc:

Subject: Lakes DHB Tobacco Control Agreement 350549 - C/O Debbie G

Hi Debbie,

Please see attached tobacco control contract for Lakes DHB, and needs to be a new agreement as per previous.



MoH ARF Variation Spreadsheet Tobacco.xlsm Lakes DHB Tobacco Control 2018-2019.docx

Regards

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

DDI: + 64 7 929 3633 / Mobile **s 9(2)(a)** / E: tony_brown@moh.govt.nz | **Hamilton Office**: Level 4, 73 Rostrevor Street, Hamilton, PO Box 1031, Waikato Mail Centre 3204



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SERVICE SCHEDULE

District Health Board Tobacco Control Contract

Service objectives

The overarching aims of this service are to:

- reduce tobacco-related morbidity and mortality
- decrease tobacco related disparity, particularly as regarding Māori, Pacific people and pregnant women and their children
- contribute towards the Government's Smokefree Aotearoa 2025 goal.

In particular, this service enables District Health Boards (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 for example reducing smoking initiation and increasing smokefree environments.

Tobacco Control Services Operating Environment

Good integration will be vital to achieve the Government's Smokefree Aotearoa 2025 goal. Under this contract DHBs are expected provide strong co-ordination and leadership for all tobacco control and related services within their catchments.

Tobacco Control Services Operating Environment Principles

- High Quality
- Value for money
- Responsive
- Consistent
- Health Equity
- Outcomes Focused
- Standardised
- Customer Centric
- National, Regional and local integration

National, Regional and Local Integration

All tobacco control services must work in an integrated and collaborative matter with national, regional and local stakeholders. Services must be aligned with the Ministry's tobacco control programme, policies and objectives including other relevant tobacco control functions and services including; health promotion, health protection, health assessment and surveillance, capacity and capability building, preventative interventions and leadership (including clinical leadership).

Better help for smokers to quit health target

Meeting the *Better help for smokers to quit* health target is a priority and requires a whole-of-sector commitment. Each DHB Tobacco Control Contract supports achievement of the health target and contributes to strengthening integration, relationships and better ways of working between the community, primary and secondary care.

The *Better help for smokers to quit* health target, requires patients 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. 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.

DHBs will continue work to support the achievement of the primary care and maternity components of the '*Better help for smokers to quit*'.

Other Services

The services described in this contract build upon those delivered through the DHB tobacco control contract to date. All activities will be outlined in a DHB Tobacco Control Plan. This plan will be developed with all relevant stakeholders in your district or region.

Māori, Pacific and pregnant women are priority 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 are also considered a priority group.

Service Area 1: Tobacco Control Leadership and Coordination

Service description	Performance measures
<p>1.1 The DHB(s) will develop, implement and review progress against a Tobacco Control Plan (TCP).</p> <p>You will submit an updated TCP (for the period 1 July 2019 – 30 June 2020) to the Ministry for review by 1 May 2019.</p> <p>Where a regional approach is taken, a regional tobacco control plan may take the place of an individual DHB tobacco control plan.</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>All DHBs are required to provide six monthly reporting on progress against their TCP.</p>
<p>1.2 DHBs will continue to provide leadership and coordination related to all tobacco control activities within the DHB catchment area (or region, where a regional approach is taken).</p> <p>This will include:</p> <ul style="list-style-type: none">• keeping your tobacco control gap/needs analysis up to date• coordinating local tobacco control stakeholders and/or initiatives• developing/supporting smokefree policies• systematically ensuring tobacco control is included as a key activity in all DHB health documents, plans and policies <p>You will work in partnership and support local stop smoking services. You will also work with community, primary and secondary care stakeholders as well as other relevant service providers (e.g. Quitline) to facilitate an integrated tobacco control operating environment.</p> <p>Activities may include:</p> <ul style="list-style-type: none">• developing, implementing and evaluating evidence based services• engaging with sectors outside of health regarding tobacco control matters• publishing local activities and best practices	<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> <p>Outcomes achieved through health promotion activities reported in six monthly reports.</p> <p>Smokefree policies are updated to include vaping and other products that are not smoked (e.g. Heat not burn).</p> <p>Updated smokefree policies reflect that there are no legal restrictions on vaping in smokefree areas and that, whilst vaping in indoor spaces may be inappropriate, DHBs could allow vaping in outdoor spaces if they so choose.</p>

<ul style="list-style-type: none"> • supporting all services contracted by the DHB to establish and/or maintain smokefree policies and environments • communications and media commentary as appropriate • collaborative projects • supporting clinical and community leadership in tobacco control. <p>You will work with stakeholders (e.g. MOH, HPA, National Tobacco Control Service, PHU, Stop Smoking Services, Healthy Families Partnerships etc.) to ensure an integrated and coordinated approach to support local health promotion activities.</p>	
<p>1.3 The DHB will continue to support the new regional/local stop smoking service(s) to ensure an effective integrated approach of service delivery for these services and linkages with community, primary and secondary health services.</p> <p>This includes monitoring 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>Six monthly reporting against the Tobacco Control Plan (see Section 6 below under reporting).</p> <p>Facilitate appropriate referral pathways for people needing specialist support (measured by referrals and enrolments into smoking cessation services).</p> <p>Increased engagement, referrals and outcomes for Māori, Pacific people, pregnant women (including people that smoke living with pregnant women) and other priority groups.</p> <p>Breakdown of health target results by Māori and Pacific ethnicity.</p> <p>The number of people who accept cessation support (behavioural and/or pharmacological) in primary and secondary care, by ethnicity.</p>
<p>1.4 Participate in national service development work where appropriate, and adhere to and support implementation of any national data collection, service specifications and/or guidelines that are developed.</p>	<p>Six monthly reporting against the Tobacco Control Plan (see Section 6 below under reporting)</p>

Service Area 2: Health Targets

Service description	Performance measures
<p>2.1 You 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.</p> <p>90% of PHO enrolled patients who smoke have been offered help to quit</p>

	<p>smoking by a health care practitioner in the last 15 months.</p> <p>90% of pregnant women who identify as smokers upon registration with a DHB-employed midwife or Lead Maternity Carer are offered brief advice and support to quit smoking.</p> <p>95% of hospital patients who smoke and are seen by a health practitioner in a public hospital are offered brief advice and support to quit smoking.</p> <p>Health care practitioners are supported to provide accurate information to people about vaping.</p>
--	--

3. Linkages

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

- PHOs
- Community providers including Maori and Pacific NGO's
- Public Health Units
- Stop Smoking Services including Quitline
- Secondary and Tertiary Hospital Services
- Other DHB Provider Arm Services
- DHB Māori Health and Pacific Health Units
- DHB Contracted Providers
- Other Health and Community Agencies
- Intersectoral Forums including the CEOs Forum, Healthy Families NZ partnership groups
- The Maori and Pacific Whanau Ora Commissioning Agencies
- Local Territorial Authorities
- National Tobacco Control Advocacy Service
- Health Promotion Agency

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 versus budget each six months with commentary on material variances (variance between budget and actual).

Planned FTEs and costs	Annual Budget (\$ GST exclusive)
HR Costs 1 FTE across multiple staff lines (admin/analyst/coordination/project mgmt/service improvement lead) other aspects will be contracted out as per service requirements and within the direct costs line	\$ 150,000
Direct costs	\$ 304,750

(please itemise inclusions) Accommodation & Travel Motor Vehicle Expenses Fuel Expenses Office Supplies Mobile Phone Professional Development Program costs Outsourced activity to other providers eg Maori leadership, cross agency wellbeing, SLM project	
Indirect costs 15% Capital Purchases – Computers Motor Vehicle Lease Office Rental Internet Management Fee Governance Board	\$ 80,250
Total (GST exclusive)	\$ 535,000.00

6. Reporting

Six monthly reports (reporting against the DHB Tobacco Control Plan) 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
- collaborative activities undertaken and outcomes achieved.

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:

Period covered	Report due
1 July 2018 to 30 December 2018	31 January 2019
1 January 2019 to 30 June 2019	20 July 2019

Reports are to be sent to:

Email: performance_reporting@moh.govt.nz AND

Email to Ministry of Health Portfolio Manager: tony_brown@moh.govt.nz

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

Sent by: Tony Brown/MOH
27/08/2018 10:22 a.m.

To: Magdalena Bohunicka/MOH@MOH,
cc:
bcc:

Subject: Re: 242785 - Lakes DHB - Draft Agreement - 360563-00 (replacing 350549)

Hi Magdalena,

Can I please ask you to put the following name on the front page authorised signatory for Lakes DHB to "**Karen Evison, Director Strategy, Planning and Funding**". This is to ensure it goes to the right person as there have been recent changes at the DHB. Once the name has been included, the contract is authorised for processing further.

Regards

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

DDI: + 64 7 929 3633 / Mobile: s 9(2)(a) / E: tony_brown@moh.govt.nz | **Hamilton Office:** Level 4, 73 Rostrevor Street, Hamilton, PO Box 1031, Waikato Mail Centre 3204



Magdalena Bohunicka | Hi Tony Your draft agreement i... | 24/08/2018 04:07:47 p.m.

From: Magdalena Bohunicka/MOH
To: Tony Brown/MOH@MOH,
Date: 24/08/2018 04:07 p.m.
Subject: 242785 - Lakes DHB - Draft Agreement - 360563-00 (replacing 350549)

Hi Tony

Your draft agreement is completed for your review and signing.



360563-00.pdf



2018_07_360563_00_PM5performance_monitoring_return.doc

If you have any concerns regarding the draft agreement, please let me know.

Kind regards

Magdalena Bohunicka

Purchasing Officer | Agreement Administration & Performance Reporting |
Finance & Performance | Sector Operations - Dunedin | Ministry of Health
DDI 03 474 8562 | Fax 03 474 8582 | Magdalena_Bohunicka@moh.govt.nz



Disclaimer:

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We do not accept any responsibility for changes made to this email, or to any attachments after transmission from this office.
The Information contained in this document is confidential to the addressee(s) and may be legally privileged.
If you are not the intended recipient you are notified that any use, distribution, amendment, or copying of this document is strictly prohibited.

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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

73 Rostrevor 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 Mail Centre
Rotorua 3043

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

Authorised Signatory

Date

Date

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SECTION A: GENERAL TERMS AND CONDITIONS

A1 MĀORI HEALTH

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

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

contained in the Service Specifications to this Agreement.

A2 RELATIONSHIP PRINCIPLES

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

- 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.

A3 RESERVED

A4 TERM

This agreement will be from 1 July 2018 to 30 June 2019, unless ended earlier by either of us on the terms of this agreement.

A5 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.

A6 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.

A7 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.

A8 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.

A9 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.

A10 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.

A11 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.

A12 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.

A13 INSURANCE

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

A14 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.

A15 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.

A16 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.

A17 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.

A18 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.

A19 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.

A20 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.

A21 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.

A22 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.

A23 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.

A24 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.

A25 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.

A26 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.

A27 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.

A28 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.

A29 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.

A30 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”.

A31 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">a. under this agreement;b. by both of us by mutual agreement;c. by a Health Professional Authority; ord. by Law.
Consult	Each of us must: <ul style="list-style-type: none">a. fully state our proposals and views to the other and carefully consider each response to them;b. act in good faith and not predetermine any matter; andc. give the other adequate opportunity to consult any other interested party.d. The obligation of either of us to Consult will be discharged if the other refuses or fails to Consult.
Health Education Resources	Leaflets, posters, stickers, cards, manuals, resource kits, training kits, videos, 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">a. any legislation, decree, judgment, order or by-law;b. any rule, protocol, code of ethics, practice or conduct and other ethical or other standards, guidelines and requirements of any Health Professional Authority;c. any relevant standards of the New Zealand Standards Association;d. the Advertising Standards Authority's Advertising Codes of Practice ande. any future law.
Ministry	The Ministry of Health (by whatever name known) and any successor department of state and include the Minister of Health and the Director-General of Health and any of his her or their delegates.
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 Services	The current Public Health Services Handbook published by the Ministry and as amended or revised from time to time. 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: <ul style="list-style-type: none">(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.

SECTION B: PROVIDER SPECIFIC TERMS AND CONDITIONS

B1 INTRODUCTION

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

Legal Entity Name	Lakes DHB
Legal Entity Number	242785
Contract Number	360563 / 00
Service Commencement Date	1 July 2018
Service End Date	30 June 2019

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

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

Purchase Unit (PU ID)	Total Price excl. GST	GST Rate (%)	Payment Type
RMPM28 Tobacco Control	\$535,000.00	15	CMS
Total price for the Service Schedule	\$535,000.00		

B3 PAYMENT DETAILS

B3.1 Price

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

B3.2 Invoicing

We will pay you on the dates set out in the Payment Schedule below for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you, 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.

B3.3 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 2018	10 July 2018	1 July 2018 to 30 September 2018	\$133,750.00
23 October 2018	30 September 2018	1 October 2018 to 31 December 2018	\$133,750.00
21 January 2019	31 December 2018	1 January 2019 to 31 March 2019	\$133,750.00
23 April 2019	31 March 2019	1 April 2019 to 30 June 2019	\$133,750.00
Total			\$535,000.00

B4 Vulnerable Children Act

According to section 15 of the Vulnerable Children Act 2014¹, children's services cover the following:

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

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

Child Protection Policy

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

Worker Safety Checks

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

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

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

SECTION C: SERVICE SPECIFICATION

District Health Board Tobacco Control Contract

Service objectives

The overarching aims of this service are to:

- reduce tobacco-related morbidity and mortality
- decrease tobacco related disparity, particularly as regarding Māori, Pacific people and pregnant women and their children
- contribute towards the Government's Smokefree Aotearoa 2025 goal.

In particular, this service enables District Health Boards (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 for example reducing smoking initiation and increasing smokefree environments.

Tobacco Control Services Operating Environment

Good integration will be vital to achieve the Government's Smokefree Aotearoa 2025 goal. Under this contract DHBs are expected provide strong co-ordination and leadership for all tobacco control and related services within their catchments.

Tobacco Control Services Operating Environment Principles

- High Quality
- Value for money
- Responsive
- Consistent
- Health Equity
- Outcomes Focused
- Standardised
- Customer Centric
- National, Regional and local integration

National, Regional and Local Integration

All tobacco control services must work in an integrated and collaborative matter with national, regional and local stakeholders. Services must be aligned with the Ministry's tobacco control programme, policies and objectives including other relevant tobacco control functions and services including; health promotion, health protection, health assessment and surveillance, capacity and capability building, preventative interventions and leadership (including clinical leadership).

Better help for smokers to quit health target

Meeting the *Better help for smokers to quit* health target is a priority and requires a whole-of-sector commitment. Each DHB Tobacco Control Contract supports achievement of the health target and contributes to strengthening integration, relationships and better ways of working between the community, primary and secondary care.

The *Better help for smokers to quit* health target, requires patients 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. 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.

DHBs will continue work to support the achievement of the primary care and maternity components of the 'Better help for smokers to quit'.

Other Services

The services described in this contract build upon those delivered through the DHB tobacco control contract to date. All activities will be outlined in a DHB Tobacco Control Plan. This plan will be developed with all relevant stakeholders in your district or region.

Māori, Pacific and pregnant women are priority 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 are also considered a priority group.

Service Area 1: Tobacco Control Leadership and Coordination

Service description	Performance measures
<p>1.1 The DHB(s) will develop, implement and review progress against a Tobacco Control Plan (TCP).</p> <p>You will submit an updated TCP (for the period 1 July 2019 – 30 June 2020) to the Ministry for review by 1 May 2019.</p> <p>Where a regional approach is taken, a regional tobacco control plan may take the place of an individual DHB tobacco control plan.</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>All DHBs are required to provide six monthly reporting on progress against their TCP.</p>
<p>1.2 DHBs will continue to provide leadership and coordination related to all tobacco control activities within the DHB catchment area (or region, where a regional approach is taken).</p> <p>This will include:</p> <ul style="list-style-type: none"> • keeping your tobacco control gap/needs analysis up to date • coordinating local tobacco control stakeholders and/or initiatives • developing/supporting smokefree policies • systematically ensuring tobacco control is included as a key activity in all DHB health documents, plans and policies <p>You will work in partnership and support local stop smoking services. You will also work with community, primary and secondary care stakeholders as well as other relevant service providers (e.g. Quitline) to facilitate an integrated tobacco control operating environment.</p> <p>Activities may include:</p> <ul style="list-style-type: none"> • developing, implementing and evaluating evidence based services • engaging with sectors outside of health regarding tobacco control matters 	<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> <p>Outcomes achieved through health promotion activities reported in six monthly reports.</p> <p>Smokefree policies are updated to include vaping and other products that are not smoked (e.g. Heat not burn).</p> <p>Updated smokefree policies reflect that there are no legal restrictions on vaping in smokefree areas and that, whilst vaping in indoor spaces may be inappropriate, DHBs could allow vaping in outdoor spaces if they so choose.</p>

<ul style="list-style-type: none"> • publishing local activities and best practices • supporting all services contracted by the DHB to establish and/or maintain smokefree policies and environments • communications and media commentary as appropriate • collaborative projects • supporting clinical and community leadership in tobacco control. <p>You will work with stakeholders (e.g. MOH, HPA, National Tobacco Control Service, PHU, Stop Smoking Services, Healthy Families Partnerships etc.) to ensure an integrated and coordinated approach to support local health promotion activities.</p>	
<p>1.3 The DHB will continue to support the new regional/local stop smoking service(s) to ensure an effective integrated approach of service delivery for these services and linkages with community, primary and secondary health services.</p> <p>This includes monitoring 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>Six monthly reporting against the Tobacco Control Plan (see Section 6 below under reporting).</p> <p>Facilitate appropriate referral pathways for people needing specialist support (measured by referrals and enrolments into smoking cessation services).</p> <p>Increased engagement, referrals and outcomes for Māori, Pacific people, pregnant women (including people that smoke living with pregnant women) and other priority groups.</p> <p>Breakdown of health target results by Māori and Pacific ethnicity.</p> <p>The number of people who accept cessation support (behavioural and/or pharmacological) in primary and secondary care, by ethnicity.</p>
<p>1.4 Participate in national service development work where appropriate, and adhere to and support implementation of any national data collection, service specifications and/or guidelines that are developed.</p>	<p>Six monthly reporting against the Tobacco Control Plan (see Section 6 below under reporting)</p>

Service Area 2: Health Targets

Service description	Performance measures
<p>2.1 You 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.</p> <p>90% of PHO enrolled patients who smoke have been offered help to quit smoking by a health</p>

	<p>care practitioner in the last 15 months.</p> <p>90% of pregnant women who identify as smokers upon registration with a DHB-employed midwife or Lead Maternity Carer are offered brief advice and support to quit smoking.</p> <p>95% of hospital patients who smoke and are seen by a health practitioner in a public hospital are offered brief advice and support to quit smoking.</p> <p>Health care practitioners are supported to provide accurate information to people about vaping.</p>
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3. Linkages

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

- PHOs
- Community providers including Maori and Pacific NGO's
- Public Health Units
- Stop Smoking Services including Quitline
- Secondary and Tertiary Hospital Services
- Other DHB Provider Arm Services
- DHB Māori Health and Pacific Health Units
- DHB Contracted Providers
- Other Health and Community Agencies
- Intersectoral Forums including the CEOs Forum, Healthy Families NZ partnership groups
- The Maori and Pacific Whanau Ora Commissioning Agencies
- Local Territorial Authorities
- National Tobacco Control Advocacy Service
- Health Promotion Agency

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 versus budget each six months with commentary on material variances (variance between budget and actual).

Planned FTEs and costs	Annual Budget (\$ GST exclusive)
<p>HR Costs</p> <p>1 FTE across multiple staff lines (admin/analyst/coordination/project mgmt/ service improvement lead)</p> <p>other aspects will be contracted out as per service requirements and within the direct costs line</p>	\$ 150,000

Direct costs <i>(please itemise inclusions)</i> Accommodation & Travel Motor Vehicle Expenses Fuel Expenses Office Supplies Mobile Phone Professional Development Program costs Outsourced activity to other providers eg Maori leadership, cross agency wellbeing, SLM project	\$ 304,750
Indirect costs 15% Capital Purchases – Computers Motor Vehicle Lease Office Rental Internet Management Fee Governance Board	\$ 80,250
Total (GST exclusive)	\$ 535,000.00

6. Reporting

Six monthly reports (reporting against the DHB Tobacco Control Plan) 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
- collaborative activities undertaken and outcomes achieved.

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:

Period covered	Report due
1 July 2018 to 30 December 2018	31 January 2019
1 January 2019 to 30 June 2019	20 July 2019

Reports are to be sent to:

Email: performance_reporting@moh.govt.nz AND

Email to Ministry of Health Portfolio Manager: tony_brown@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; rongo 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 then 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.

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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

Wairua	Spirit or spirituality	<i>A recognition that the Māori view of spiritually is inextricable related to the wellbeing of the Māori Consumer.</i>
Aroha	Compassionate love	<i>The unconditional acceptance which is the heart of care and support.</i>
Turangawaewae	A place to stand	<i>The place the person calls home, where their origins are. This must be identified for all Māori consumers.</i>
Whanaungatanga	The extended family	<i>The family take responsibility for its members and must be informed of where its member is.</i>
Tapu/Noa	Sacred/profane	<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>
Mana	Authority, standing	<i>Services must recognise the mana of Māori consumers.</i>
Manaaki	To care for and Respect to	<i>Services must show respect for Māori values, traditions and aspirations.</i>
Kawa	Protocol of the marae, land, iwi.	<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>



MOH	SCU	
-----	-----	--

Dunedin Office
Level 9, 481 Moray Place
Phone: 0800 855 066
Fax: (03) 474 8582
Email: performance_reporting@moh.govt.nz

PERFORMANCE MONITORING RETURN

Lakes DHB

Provider Number: 242785
Agreement Number: 360563/00 Tobacco Control
Agreement Term: 01 July 2018 to 30 June 2019
Agreement Manager: Anna Redican
Agreement Deputy Manager: Tony Brown (Hamilton)
Agreement Funder: Ministry of Health

Reporting Period		
Start Date	End Date	Due Date
01 July 2018	31 December 2018	31 January 2019

Please ensure you complete and forward this Performance Monitoring Return by 31 January 2019. This completed Performance Monitoring Return should be forwarded to:
Performance Reporting
Sector Services
Ministry of Health
Private Bag 1942
DUNEDIN 9054

I, the duly authorised person, confirm that the information provided in this report is accurate:

Print Name: _____

Signature: _____

Position: _____

Please assist Sector Services in maintaining accurate records:

Please print clearly the name of the person within your organisation to whom Performance Monitoring-related correspondence should be addressed for this agreement:

First Name: _____

For Sector Services use only

Date Received	Date Processed

Date: _____

Family Name: _____
Email address: _____

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Instructions

If you would prefer to send and receive these templates electronically via email, please forward your email address to performance_reporting@moh.govt.nz and we will email these templates to you (please include your agreement number in the email).

Under the terms of this agreement you are required to provide information on all of the reporting requirements. Please note that your Agreement Manager will be advised if these requirements are not met, and payments may be withheld.

Front Page

The reporting period of each template and the date for return is specified on the front page of the template.

Additional Information Section

This section is to advise us of any issues you have, other information you would like us to know or any queries you may have. We will respond to these issues directly or pass them on to your Agreement Manager for resolution. You may also use this section to explain aspects of the reported data, if you believe further clarification is necessary.

Reporting for each service within the agreement

You should enter your information into the 'Actual Data' column. If the number you are reporting is '0' this should be entered in the relevant field. Please provide an explanation in the Additional Information section for any requested data you are unable to supply as we routinely follow up missing information.

Narrative Reports

If you are required to submit a narrative report and you are unsure what to write, please refer to the Service Specification section of your agreement. Under the heading Reporting Requirements you will find instructions about the information you should include in your narrative report. If you need further assistance, please contact your Agreement Manager.

Sending your Performance Monitoring Return to Sector Services

You can return your templates by mail, email or fax to the addresses below. Please note that we only require one copy of your Performance Monitoring Return (for example, if you are sending your return by email or fax, then you do not need to mail a hard copy as well).

Mail:	Performance Reporting Ministry of Health Private Bag 1942 DUNEDIN 9054
Email:	performance_reporting@moh.govt.nz
Fax:	(03) 474 8582

ADDITIONAL INFORMATION

Please use this page for any issues you would like to discuss.

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Important

If you are required to supply reporting which is not in the form of numerical data, such as a narrative (written) report, strategic plan, financial report or data spreadsheet, please enter 'Yes' or 'Y' in the 'Actual Data' column and attach your report to this template. For further information on narrative reports, please refer to the instructions on page 2 of this template.

Reporting for each service within the contract

1. Tobacco Control Purchase Unit: RMPM28 PH Promotion - Smokefree Environments (Tobacco Control) Purchase Unit Measure: Service Facility:				
Reporting Unit	Start Date	End Date	ID	Actual Data
Six monthly reporting as specified in service specification	01 July 2018	31 December 2018	333341	
Staffing and budget report	01 July 2018	31 December 2018	311128	

Sent by: Tony Brown/MOH
29/08/2018 04:22 p.m.

To: Magdalena Bohunicka/MOH@MOH,
cc:
bcc:

Subject: Re: 242785 - Lakes DHB - Revised Draft Agreement - 360563-00 (replacing 350549)

Thanks Magdalena,

I will send this off to Karen for signing now.

Regards

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

DDI: + 64 7 929 3633 / Mobile s 9(2)(a) / E: tony_brown@moh.govt.nz | **Hamilton Office**: Level 4, 73 Rostrevor Street, Hamilton, PO Box 1031, Waikato Mail Centre 3204



Magdalena Bohunicka | Hi Tony Please see the attache... | 29/08/2018 04:10:14 p.m.

From: Magdalena Bohunicka/MOH
To: Tony Brown/MOH@MOH,
Date: 29/08/2018 04:10 p.m.
Subject: Re: 242785 - Lakes DHB - Revised Draft Agreement - 360563-00 (replacing 350549)

Hi Tony

Please see the attached revised draft agreement.



360563-00.pdf 2018_07_360563_00_PM5performance_monitoring_return.doc

Thank you

Magdalena Bohunicka

Purchasing Officer | Agreement Administration & Performance Reporting |
Finance & Performance | Sector Operations - Dunedin | Ministry of Health
DDI 03 474 8562 | Fax 03 474 8582 | Magdalena_Bohunicka@moh.govt.nz



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----- Document: Re: 242785 - Lakes DHB - Draft Agreement - 360563-00 (replacing 350549) - change requested, forwarded by Magdalena Bohunicka on 29/08/2018 04:08 pm -----

Sent By: Tony Brown/MOH on 27/08/2018 10:22:28 a.m.
To: Magdalena Bohunicka/MOH
Copy To:
Subject: Re: 242785 - Lakes DHB - Draft Agreement - 360563-00 (replacing 350549) - change requested

Hi Magdalena,

Can I please ask you to put the following name on the front page authorised signatory for Lakes DHB to "**Karen Evison, Director Strategy, Planning and Funding**". This is to ensure it goes to the right person as there have been recent changes at the DHB. Once the name has been included, the contract is authorised for processing further.

Regards

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

DDI: + 64 7 929 3633 / Mobile: s 9(2)(a) / E: tony_brown@moh.govt.nz | **Hamilton Office:** Level 4, 73 Rostrevor Street, Hamilton, PO Box 1031, Waikato Mail Centre 3204



Magdalena Bohunicka | Hi Tony Your draft agreement i... | 24/08/2018 04:07:47 p.m.

From: Magdalena Bohunicka/MOH
To: Tony Brown/MOH@MOH,
Date: 24/08/2018 04:07 p.m.
Subject: 242785 - Lakes DHB - Draft Agreement - 360563-00 (replacing 350549)

Hi Tony

Your draft agreement is completed for your review and signing.



360563-00.pdf



2018_07_360563_00_PM5performance_monitoring_return.doc

If you have any concerns regarding the draft agreement, please let me know.

Kind regards

Magdalena Bohunicka

Purchasing Officer | Agreement Administration & Performance Reporting |
Finance & Performance | Sector Operations - Dunedin | Ministry of Health
DDI 03 474 8562 | Fax 03 474 8582 | Magdalena_Bohunicka@moh.govt.nz



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Sent by: Tony Brown/MOH
03/09/2018 10:38 a.m.

To: Karen Evison <Karen.Evison@lakesdhb.govt.nz>,
cc: Marieke Wass <Marieke.Wass@lakesdhb.govt.nz>,
bcc:

Subject: Re: FW: Lakes DHB Tobacco Control Contract

Hi Karen,

Thank you for the quick turnaround. I will organise for the contract to be signed and sent back to you shortly.

Regards

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

DDI: + 64 7 929 3633 / Mobile s 9(2)(a) / E: tony_brown@moh.govt.nz | **Hamilton Office**: Level 4, 73 Rostrevor Street, Hamilton, PO Box 1031, Waikato Mail Centre 3204



Karen Evison

Good afternoon Please find attached t...

31/08/2018 03:30:39 p.m.

From: Karen Evison <Karen.Evison@lakesdhb.govt.nz>
To: "Tony_Brown@moh.govt.nz" <Tony_Brown@moh.govt.nz>
Date: 31/08/2018 03:30 p.m.
Subject: FW: Lakes DHB Tobacco Control Contract
Sent by: Marieke Wass <Marieke.Wass@lakesdhb.govt.nz>

Good afternoon

Please find attached the signed Tobacco Control contract for processing.

Marieke Wass

Personal Assistant
Strategy Planning and Funding
Lakes District Health Board
DDI: 07 349 7863

From: Tony ~~EW~~mailto:Tony ~~EW~~
Sent: Wednesday, 29 August 2018 4:38 p.m.
To: Karen Evison
Subject: Lakes DHB Tobacco Control Contract

Kia ora Karen,

Please find attached the Tobacco Control contract for Lakes DHB.

Can you please print and sign (2) two copies of the contract and organise for this to be emailed back to me with the two scanned signed copies please? This will ensure that we have this processed more timely.

Regards

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

DDI: + 64 7 929 3633 / Mobile **s 9(2)(a)** / E: tony_brown@moh.govt.nz | **Hamilton Office:** Level 4, 73 Rostrevor Street, Hamilton, PO Box 1031, Waikato Mail Centre 3204



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www.lakesdhb.govt.nz 2018-08-30_Tobacco Control Contract.pdf 2018-08-30_Tobacco Control Contract.pdf

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Sent by: Tony Brown/MOH
03/09/2018 10:39 a.m.

To: Jillian Bartlam/MOH@MOH,
cc:
bcc:

Subject: Fw: Lakes DHB Tobacco Control Contract for Anna's signature

Hi Jill,

Please see attached below Lakes DHB Tobacco Control Contract for Anna's signature.

Regards

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

DDI: + 64 7 929 3633 / Mobile s 9(2)(a) / E: tony_brown@moh.govt.nz | **Hamilton Office:** Level 4, 73 Rostrevor Street, Hamilton, PO Box 1031, Waikato Mail Centre 3204



----- Forwarded by Tony Brown/MOH on 03/09/2018 10:38 a.m. -----


From: Karen Evison <Karen.Evison@lakesdhb.govt.nz>
To: "Tony_Brown@moh.govt.nz" <Tony_Brown@moh.govt.nz>
Date: 31/08/2018 03:30 p.m.
Subject: FW: Lakes DHB Tobacco Control Contract
Sent by: Marieke Wass <Marieke.Wass@lakesdhb.govt.nz>

Good afternoon

Please find attached the signed Tobacco Control contract for processing.

Marieke Wass

Personal Assistant
Strategy Planning and Funding
Lakes District Health Board
DDI: 07 349 7863

From: Tony_@w [mailto:Tony_@w] 
Sent: Wednesday, 29 August 2018 4:38 p.m.
To: Karen Evison
Subject: Lakes DHB Tobacco Control Contract

Kia ora Karen,

Please find attached the Tobacco Control contract for Lakes DHB.

Can you please print and sign (2) two copies of the contract and organise for this to be emailed back to me with the two scanned signed copies please? This will ensure that we have this processed more timely.

Regards

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

DDI: + 64 7 929 3633 / Mobile **s 9(2)(a)** / E: tony_brown@moh.govt.nz | **Hamilton Office:** Level 4, 73 Rostrevor Street, Hamilton, PO Box 1031, Waikato Mail Centre 3204



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www.lakesdhb.govt.nz 2018-08-30_Tobacco Control Contract.pdf 2018-08-30_Tobacco Control Contract.pdf

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Sent by: Shalene
Sureshkumar/MOH

05/09/2018 09:56 a.m.

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

Subject: Lakes DHB - Tobacco Control - 360563-00

Hi there

Signed agreement for processing

Thanks



Lakes DHB - Tobacco Control - 360563-00.pdf

SHALENE SURESHKUMAR

Team Administrator

Communicable Diseases & Healthy Environments

Service Commissioning | Ministry of Health

P: 09 580 9136 | M: s 9(2)(a)

Private Bag 92522, Auckland 1141



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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

73 Rostrevor 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 Mail Centre
Rotorua 3043

Contact:

Karen Evison
Director Strategy, Planning and
Funding

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:

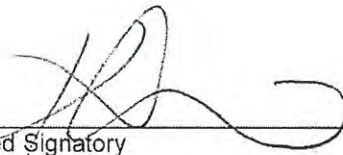
Signed for and on behalf of
LAKES DHB by:



Authorised Signatory

Date

4/9/18



Authorised Signatory

Date

Karen Evison
Director
Strategy, Planning and Funding

Anna Redican
Manager
Communicable Diseases
& Healthy Environments
System Outcomes
Service Commissioning
Ministry of Health

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SECTION A: GENERAL TERMS AND CONDITIONS

A1 MĀORI HEALTH

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

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

contained in the Service Specifications to this Agreement.

A2 RELATIONSHIP PRINCIPLES

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

- 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.

A3 RESERVED

A4 TERM

This agreement will be from 1 July 2018 to 30 June 2019, unless ended earlier by either of us on the terms of this agreement.

A5 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.

A6 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.

A7 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.

A8 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.

A9 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.

A10 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.

A11 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.

A12 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.

A13 INSURANCE

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

A14 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.

A15 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.

A16 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.

A17 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.

A18 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.

A19 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.

A20 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.

A21 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.

A22 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.

A23 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.

A24 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.

A25 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.

A26 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.

A27 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.

A28 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.

A29 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.

A30 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".

A31 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">a. under this agreement;b. by both of us by mutual agreement;c. by a Health Professional Authority; ord. by Law.
Consult	Each of us must: <ul style="list-style-type: none">a. fully state our proposals and views to the other and carefully consider each response to them;b. act in good faith and not predetermine any matter; andc. give the other adequate opportunity to consult any other interested party.d. The obligation of either of us to Consult will be discharged if the other refuses or fails to Consult.
Health Education Resources	Leaflets, posters, stickers, cards, manuals, resource kits, training kits, videos, public health advertisements or other similar material (but excluding newsletters) which are about

Health Professional Authority	promoting health for general distribution or for people in a specified group provided for under this agreement. 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">a. any legislation, decree, judgment, order or by-law;b. any rule, protocol, code of ethics, practice or conduct and other ethical or other standards, guidelines and requirements of any Health Professional Authority;c. any relevant standards of the New Zealand Standards Association;d. the Advertising Standards Authority's Advertising Codes of Practice ande. any future law.
Ministry	The Ministry of Health (by whatever name known) and any successor department of state and include the Minister of Health and the Director-General of Health and any of his her or their delegates.
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: <ul style="list-style-type: none">(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.

SECTION B: PROVIDER SPECIFIC TERMS AND CONDITIONS

B1 INTRODUCTION

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

Legal Entity Name	Lakes DHB
Legal Entity Number	242785
Contract Number	360563 / 00
Service Commencement Date	1 July 2018
Service End Date	30 June 2019

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

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

Purchase Unit (PU ID)	Total Price excl. GST	GST Rate (%)	Payment Type
RMPM28 Tobacco Control	\$535,000.00	15	CMS
Total price for the Service Schedule	\$535,000.00		

B3 PAYMENT DETAILS

B3.1 Price

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

B3.2 Invoicing

We will pay you on the dates set out in the Payment Schedule below for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you, 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.

B3.3 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 2018	10 July 2018	1 July 2018 to 30 September 2018	\$133,750.00
23 October 2018	30 September 2018	1 October 2018 to 31 December 2018	\$133,750.00
21 January 2019	31 December 2018	1 January 2019 to 31 March 2019	\$133,750.00
23 April 2019	31 March 2019	1 April 2019 to 30 June 2019	\$133,750.00
Total			\$535,000.00

B4 Vulnerable Children Act

According to section 15 of the Vulnerable Children Act 2014¹, children's services cover the following:

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

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

Child Protection Policy

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

Worker Safety Checks

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

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

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

SECTION C: SERVICE SPECIFICATION

District Health Board Tobacco Control Contract

Service objectives

The overarching aims of this service are to:

- reduce tobacco-related morbidity and mortality
- decrease tobacco related disparity, particularly as regarding Māori, Pacific people and pregnant women and their children
- contribute towards the Government's Smokefree Aotearoa 2025 goal.

In particular, this service enables District Health Boards (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 for example reducing smoking initiation and increasing smokefree environments.

Tobacco Control Services Operating Environment

Good integration will be vital to achieve the Government's Smokefree Aotearoa 2025 goal. Under this contract DHBs are expected provide strong co-ordination and leadership for all tobacco control and related services within their catchments.

Tobacco Control Services Operating Environment Principles

- High Quality
- Value for money
- Responsive
- Consistent
- Health Equity
- Outcomes Focused
- Standardised
- Customer Centric
- National, Regional and local integration

National, Regional and Local Integration

All tobacco control services must work in an integrated and collaborative matter with national, regional and local stakeholders. Services must be aligned with the Ministry's tobacco control programme, policies and objectives including other relevant tobacco control functions and services including; health promotion, health protection, health assessment and surveillance, capacity and capability building, preventative interventions and leadership (including clinical leadership).

Better help for smokers to quit health target

Meeting the *Better help for smokers to quit* health target is a priority and requires a whole-of-sector commitment. Each DHB Tobacco Control Contract supports achievement of the health target and contributes to strengthening integration, relationships and better ways of working between the community, primary and secondary care.

The *Better help for smokers to quit* health target, requires patients 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. 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.

DHBs will continue work to support the achievement of the primary care and maternity components of the 'Better help for smokers to quit'.

Other Services

The services described in this contract build upon those delivered through the DHB tobacco control contract to date. All activities will be outlined in a DHB Tobacco Control Plan. This plan will be developed with all relevant stakeholders in your district or region.

Māori, Pacific and pregnant women are priority 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 are also considered a priority group.

Service Area 1: Tobacco Control Leadership and Coordination

Service description	Performance measures
<p>1.1 The DHB(s) will develop, implement and review progress against a Tobacco Control Plan (TCP).</p> <p>You will submit an updated TCP (for the period 1 July 2019 – 30 June 2020) to the Ministry for review by 1 May 2019.</p> <p>Where a regional approach is taken, a regional tobacco control plan may take the place of an individual DHB tobacco control plan.</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>All DHBs are required to provide six monthly reporting on progress against their TCP.</p>
<p>1.2 DHBs will continue to provide leadership and coordination related to all tobacco control activities within the DHB catchment area (or region, where a regional approach is taken).</p> <p>This will include:</p> <ul style="list-style-type: none"> • keeping your tobacco control gap/needs analysis up to date • coordinating local tobacco control stakeholders and/or initiatives • developing/supporting smokefree policies • systematically ensuring tobacco control is included as a key activity in all DHB health documents, plans and policies <p>You will work in partnership and support local stop smoking services. You will also work with community, primary and secondary care stakeholders as well as other relevant service providers (e.g. Quitline) to facilitate an integrated tobacco control operating environment.</p> <p>Activities may include:</p> <ul style="list-style-type: none"> • developing, implementing and evaluating evidence based services • engaging with sectors outside of health regarding tobacco control matters 	<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> <p>Outcomes achieved through health promotion activities reported in six monthly reports.</p> <p>Smokefree policies are updated to include vaping and other products that are not smoked (e.g. Heat not burn).</p> <p>Updated smokefree policies reflect that there are no legal restrictions on vaping in smokefree areas and that, whilst vaping in indoor spaces may be inappropriate, DHBs could allow vaping in outdoor spaces if they so choose.</p>

<ul style="list-style-type: none"> publishing local activities and best practices supporting all services contracted by the DHB to establish and/or maintain smokefree policies and environments communications and media commentary as appropriate collaborative projects supporting clinical and community leadership in tobacco control. <p>You will work with stakeholders (e.g. MOH, HPA, National Tobacco Control Service, PHU, Stop Smoking Services, Healthy Families Partnerships etc.) to ensure an integrated and coordinated approach to support local health promotion activities.</p>	
<p>1.3 The DHB will continue to support the new regional/local stop smoking service(s) to ensure an effective integrated approach of service delivery for these services and linkages with community, primary and secondary health services.</p> <p>This includes monitoring 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>Six monthly reporting against the Tobacco Control Plan (see Section 6 below under reporting).</p> <p>Facilitate appropriate referral pathways for people needing specialist support (measured by referrals and enrolments into smoking cessation services).</p> <p>Increased engagement, referrals and outcomes for Māori, Pacific people, pregnant women (including people that smoke living with pregnant women) and other priority groups.</p> <p>Breakdown of health target results by Māori and Pacific ethnicity.</p> <p>The number of people who accept cessation support (behavioural and/or pharmacological) in primary and secondary care, by ethnicity.</p>
<p>1.4 Participate in national service development work where appropriate, and adhere to and support implementation of any national data collection, service specifications and/or guidelines that are developed.</p>	<p>Six monthly reporting against the Tobacco Control Plan (see Section 6 below under reporting)</p>

Service Area 2: Health Targets

Service description	Performance measures
<p>2.1 You 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.</p> <p>90% of PHO enrolled patients who smoke have been offered help to quit smoking by a health</p>

	<p>care practitioner in the last 15 months.</p> <p>90% of pregnant women who identify as smokers upon registration with a DHB-employed midwife or Lead Maternity Carer are offered brief advice and support to quit smoking.</p> <p>95% of hospital patients who smoke and are seen by a health practitioner in a public hospital are offered brief advice and support to quit smoking.</p> <p>Health care practitioners are supported to provide accurate information to people about vaping.</p>
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3. Linkages

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

- PHOs
- Community providers including Maori and Pacific NGO's
- Public Health Units
- Stop Smoking Services including Quitline
- Secondary and Tertiary Hospital Services
- Other DHB Provider Arm Services
- DHB Māori Health and Pacific Health Units
- DHB Contracted Providers
- Other Health and Community Agencies
- Intersectoral Forums including the CEOs Forum, Healthy Families NZ partnership groups
- The Maori and Pacific Whanau Ora Commissioning Agencies
- Local Territorial Authorities
- National Tobacco Control Advocacy Service
- Health Promotion Agency

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 versus budget each six months with commentary on material variances (variance between budget and actual).

Planned FTEs and costs	Annual Budget (\$ GST exclusive)
<p>HR Costs</p> <p>1 FTE across multiple staff lines (admin/analyst/coordination/project mgmt/ service improvement lead)</p> <p>other aspects will be contracted out as per service requirements and within the direct costs line</p>	\$ 150,000

Direct costs (please itemise inclusions) Accommodation & Travel Motor Vehicle Expenses Fuel Expenses Office Supplies Mobile Phone Professional Development Program costs Outsourced activity to other providers eg Maori leadership, cross agency wellbeing, SLM project	\$ 304,750
Indirect costs 15% Capital Purchases – Computers Motor Vehicle Lease Office Rental Internet Management Fee Governance Board	\$ 80,250
Total (GST exclusive)	\$ 535,000.00

6. Reporting

Six monthly reports (reporting against the DHB Tobacco Control Plan) 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
- collaborative activities undertaken and outcomes achieved.

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:

Period covered	Report due
1 July 2018 to 30 December 2018	31 January 2019
1 January 2019 to 30 June 2019	20 July 2019

Reports are to be sent to:

Email: performance_reporting@moh.govt.nz AND

Email to Ministry of Health Portfolio Manager: tony_brown@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; rongo 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.

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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.

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Appendix A: Explanation of Māori principles / tikanga

Wairua	Spirit or spirituality	<i>A recognition that the Māori view of spiritually is inextricable related to the wellbeing of the Māori Consumer.</i>
Aroha	Compassionate love	<i>The unconditional acceptance which is the heart of care and support.</i>
Turangawaewae	A place to stand	<i>The place the person calls home, where their origins are. This must be identified for all Māori consumers.</i>
Whanaungatanga	The extended family	<i>The family take responsibility for its members and must be informed of where its member is.</i>
Tapu/Noa	Sacred/profane	<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>
Mana	Authority, standing	<i>Services must recognise the mana of Māori consumers.</i>
Manaaki	To care for and Respect to	<i>Services must show respect for Māori values, traditions and aspirations.</i>
Kawa	Protocol of the marae, land, iwi.	<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>

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Sent by: Tony Brown/MOH
05/09/2018 10:01 a.m.

To: Shalene Sureshkumar/MOH@MOH,
cc:
bcc:

Subject: Fw: Lakes DHB Tobacco Control Contract

Hi Shalene, here is Lakes DHB email trail to send the contracts back to.

Thanks

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

DDI: + 64 7 929 3633 / Mobile: s 9(2)(a) / E: tony_brown@moh.govt.nz | **Hamilton Office**: Level 4, 73 Rostrevor Street, Hamilton, PO Box 1031, Waikato Mail Centre 3204



----- Forwarded by Tony Brown/MOH on 05/09/2018 10:00 a.m. -----

From: Karen Evison <Karen.Evison@lakesdhb.govt.nz>
To: "Tony_Brown@moh.govt.nz" <Tony_Brown@moh.govt.nz>,
Date: 31/08/2018 03:30 p.m.
Subject: FW: Lakes DHB Tobacco Control Contract
Sent by: Marieke Wass <Marieke.Wass@lakesdhb.govt.nz>

Good afternoon

Please find attached the signed Tobacco Control contract for processing.

Marieke Wass

Personal Assistant
Strategy Planning and Funding
Lakes District Health Board
DDI: 07 349 7863

From: Tony ~~Wass~~ mailto:Tony_Wass@lakesdhb.govt.nz
Sent: Wednesday, 29 August 2018 4:38 p.m.
To: Karen Evison
Subject: Lakes DHB Tobacco Control Contract

Kia ora Karen,

Please find attached the Tobacco Control contract for Lakes DHB.

Can you please print and sign (2) two copies of the contract and organise for this to be emailed back to me with the two scanned signed copies please? This will ensure that we have this processed more timely.

Regards

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

DDI: + 64 7 929 3633 / Mobile **s 9(2)(a)** / E: tony.brown@moh.govt.nz | **Hamilton Office:** Level 4, 73 Rostrevor Street, Hamilton, PO Box 1031, Waikato Mail Centre 3204



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www.lakesdhb.govt.nz 2018-08-30_Tobacco Control Contract.pdf 2018-08-30_Tobacco Control Contract.pdf

Sent by: Shalene
Sureshkumar/MOH

To: Marieke Wass <Marieke.Wass@lakesdhb.govt.nz>,
cc: Tony Brown/MOH@MOH, Karen.Everson@lakesdhb.govt.nz,
bcc:

05/09/2018 10:04 a.m.

Subject: Fw: Lakes DHB Tobacco Control Contract - 360563-00

Good morning Marieke

Please find attached signed copy of the above contract to be retained for your records.

Kind regards
Shalene

 Lakes DHB - Tobacco Control - 360563-00.pdf

SHALENE SURESHKUMAR

Team Administrator

Communicable Diseases & Healthy Environments

Service Commissioning | Ministry of Health

P: 09 580 9136 | M: **s 9(2)(a)**

Private Bag 92522, Auckland 1141



----- Forwarded by Shalene Sureshkumar/MOH on 05/09/2018 10:02 a.m. -----

From: Karen Evison <Karen.Evison@lakesdhb.govt.nz>
To: "'Tony_Brown@moh.govt.nz'" <Tony_Brown@moh.govt.nz>,
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Subject: FW: Lakes DHB Tobacco Control Contract
Sent by: Marieke Wass <Marieke.Wass@lakesdhb.govt.nz>

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Marieke Wass

Personal Assistant

Strategy Planning and Funding

Lakes District Health Board

DDI: 07 349 7863

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Sent: Wednesday, 29 August 2018 4:38 p.m.
To: Karen Evison
Subject: Lakes DHB Tobacco Control Contract

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Can you please print and sign (2) two copies of the contract and organise for this to be emailed back to me with the two scanned signed copies please? This will ensure that we have this processed more timely.

Regards

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www.lakesdhb.govt.nz 2018-08-30_Tobacco Control Contract.pdf 2018-08-30_Tobacco Control Contract.pdf

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