

Health Hawke's Bay Standard Terms and Conditions

Agreement

1. Term

1.1 The Term of this Specific Services Agreement

2. Provision of Services

2.1 The Provider will perform the Services (in accordance with Schedule 1 of their agreement) during the Term of this Specific Services Agreement.

3. Contract Price and Payment Schedule

3.1 Health Hawke's Bay will pay the Provider for provision of the Services in accordance with Schedule 2.

4. Target Population and Objectives and Outcomes

4.1 The Provider will:

- (a) Provide the Services primarily to the Target Population as defined in Schedule 3; and
- (b) Achieve the objectives and outcomes outlined in Schedule 3.

5. Information and Reporting Requirements

5.1 The Provider will comply with the information and reporting requirements outlined in Schedule 4.

6. Confidentiality

6.1 The Provider agrees that during the term of this Specific Services Agreement and after its termination, that the Provider will not divulge any information concerning the business, financial matters, transactions or affairs of Health Hawke's Bay to any person other than in the proper course of the Provider's services for Health Hawke's Bay.

7. Te Tiriti o Waitangi

- 7.1 Te Tiriti o Waitangi (The Treaty of Waitangi) establishes the unique and special relationships between Iwi, Māori and the Crown. Health Hawke's Bay considers the Treaty of Waitangi principles of partnership, proactive protection of Māori interest, co-operation and utmost good faith, to be implicit conditions of the nature in which the internal organisation of Health Hawke's Bay response to Māori health issues.
- 7.2 Health Hawke's Bays strategic vision is Whanau Ora Hapori Ora (Healthy Families, Healthy Communities). Health Hawke's Bay is obligated and committed to deliver equitable health outcomes for Māori by prioritising available funding to target health services and support to Māori.
- 7.3 By signing this agreement you are acknowledging your commitment to uphold Tiriti O Waitangi in the carrying out the terms of terms of this agreement.

8. Māori Health

- 8.1 You agree that Māori health is a specifically identified health focus area. You must therefore implement and adhere to a "Māori Health policy" that reflects this fact. In developing this policy you must take into account Health Hawke's Bay strategic direction for Māori health in terms of minimum requirements for Māori health based on the Treaty of Waitangi, Crown objectives for Māori health and specific requirements negotiated from time to time with us.
- 8.2 You must be able to demonstrate how this policy has been implemented. In particular you will need to identify which services you deliver that explicitly relate to Māori health, and how you will measure the effectiveness of these services.
- 8.3 Upon commencement of the agreement you must develop your Māori health policy in consultation with us, subject to agreement between both of us to our respective responsibilities for ensuring that the plans are adequately resources within the current levels of funding.

9. Provider's Warranties

- 9.1 At the date of this Specific Services Agreement and throughout the term of this Specific Services Agreement, the Provider warrants and continues to warrant that:
- (a) The individuals delivering the Services on behalf of the Provider will have and maintain all qualifications required for the delivery of the Services;

- (b) The individuals delivering the Services on behalf of the Provider will hold any practicing certificate/s (and will be registered with the appropriate New Zealand statutory body) required for the delivery of the Services;
- (c) The individuals delivering the Services on behalf of the Provider have the necessary experience, competency and availability to deliver the Services in accordance with the terms of this Specific Services Agreement; and
- (d) The Provider will immediately advise Health Hawke's Bay of any circumstances that may impact upon compliance with paragraphs (a) to (c) above.

10. **Health and Safety**

10.1 The Provider must ensure, so far as is reasonably practicable:

- (a) The health and safety of the Provider and those workers whose activities are influenced or directed by the Provider during the performance of the Services; and
- (b) That the health and safety of other persons (including workers of Health Hawke's Bay) is not put at risk from work carried out during the performance of the Services.

10.2 The Provider will:

- (a) Comply with all safety or environmental instructions, procedures or policies of Health Hawke's Bay; and
- (b) Consult, co-operate, and co-ordinate with Health Hawke's Bay with regard to health and safety matters.

10.3 The Provider will comply with all of the following requirements with respect to health and safety:

- (a) Relevant legislation, regulations, and codes of practice; and
- (b) Requirements specified by Health Hawke's Bay in the form of its own health and safety policy, procedures, or instructions.

The Provider agrees and acknowledges that the Provider is aware of and familiar with the requirements listed above and their application or implication in respect of the provision of the Services.

11. **Default**

11.1 If the Provider:

- (a) Is in breach of this Specific Services Agreement;

- (b) By its acts or omissions, places at risk or causes damage to, any person or property and/or reputation of Health Hawke's Bay;
- (c) Is in breach of the laws of New Zealand, including a statute, bylaw, regulation or code of practice;
- (d) Becomes insolvent, bankrupt or enters into any composition with creditors or (if a company) has any receiver or liquidator appointed, or enters into an amalgamation or agrees to enter into an amalgamation proposal;
- (e) Fails or refuses to comply with the written policies or reasonable directives of Health Hawke's Bay; or
- (f) Fails to disclose any matter that may have materially influenced the decision of Health Hawke's Bay to enter into this Specific Services Agreement,

then Health Hawke's Bay may immediately terminate this Specific Services Agreement by giving notice in writing to the Provider. Such termination shall be without prejudice to the right of Health Hawke's Bay to recover from the Provider damages for breach of contract or to any other right or remedy of Health Hawke's Bay under this Specific Services Agreement.

12. Termination

12.1 Either party may terminate this Specific Services Agreement by giving thirty (30) days' notice in writing to the other party.

12.2 If the Provider:

- (a) Is in breach of this Specific Services Agreement;
- (b) By its acts or omissions, places at risk or causes damage to, any person or property and/or reputation of Health Hawke's Bay;
- (c) Is in breach of the laws of New Zealand, including a statute, bylaw, regulation or code of practice;
- (d) Becomes insolvent, bankrupt or enters into any composition with creditors or (if a company) has any receiver or liquidator appointed, or enters into an amalgamation or agrees to enter into an amalgamation proposal;
- (e) Fails or refuses to comply with the written policies or reasonable directives of Health Hawke's Bay; or
- (f) Fails to disclose any matter that may have materially influenced the decision of Health Hawke's Bay to enter into this Specific Services Agreement,

- (g) then Health Hawke's Bay may immediately terminate this Specific Services Agreement by giving notice in writing to the Provider. Such termination shall be without prejudice to the right of Health Hawke's Bay to recover from the Provider damages for breach of contract or to any other right or remedy of Health Hawke's Bay under this Specific Services Agreement

13. Dispute Resolution

- 13.1 If either party has any dispute with the other in connection with this Specific Services Agreement:
- (a) That party will promptly give full written particulars of the dispute to the other; and
 - (b) The parties will promptly meet together and in good faith try and resolve the dispute.
- 13.2 If the dispute is not resolved within seven (7) days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to mediation.
- 13.3 A party must use the mediation procedure to resolve a dispute before commencing any other dispute resolution proceedings.
- 13.4 The mediation will be conducted by a LEADR New Zealand Incorporated (or a successor thereof) panel mediator chosen by the parties or, if they cannot agree, chosen by the President of the New Zealand Law Society or the President's nominee.
- 13.5 If the dispute is not resolved by mediation the parties will refer the dispute to a single arbitrator.
- 13.6 The single arbitrator will be chosen by the parties or, if they cannot agree, by the President of the New Zealand Law Society, or the President's nominee.
- 13.7 The arbitration will be conducted in accordance with the Arbitration Act 1996.
- 13.8 The parties must always act in good faith and co-operate with each other to promptly resolve any dispute.
- 13.9 The procedures and timeframes for any mediation or arbitration will be fixed by the mediator or arbitrator (as appropriate) if the parties cannot agree.
- 13.10 The parties must continue to comply with their obligations under this Specific Services Agreement during the dispute resolution process but disputed payments may be withheld to the extent of the dispute.

14. Nature of Agreement

- 14.1 The parties agree that their relationship is that of principal and independent contractor.

14.2 The Provider is entirely responsible for all taxation, accident compensation levies, public liability insurance, and all expenses relating to the Provider's business.

15. Vulnerable Children Act 2014

15.1 The parties acknowledge that they have responsibilities to ensure compliance with the requirements of the Vulnerable Children Act 2014.

15.2 The Provider:

- (a) Confirms that the Provider understands the obligations of both Health Hawke's Bay and the Provider pursuant to the terms of the Vulnerable Children Act 2014;
- (b) Confirms that the Provider is compliant with the requirements of the Vulnerable Children Act 2014;
- (c) Confirms that the Provider will do all things necessary to ensure ongoing compliance with the Vulnerable Children Act 2014;
- (d) Consents to Health Hawke's Bay undertaking all steps it deems reasonably necessary to ensure compliance with its obligations under the Vulnerable Children Act 2014; and
- (e) Undertakes to immediately advise Health Hawke's Bay of any circumstances that may affect Health Hawke's Bay's or the Provider's compliance with the requirements of the Vulnerable Children Act 2014.

16. Notices

16.1 Any notice or other communication given under this Specific Services Agreement must be in writing.

16.2 Any notice may be served personally, sent to the relevant party's registered office or sent by facsimile or email. Either party may vary its mailing address or other communication point details, in which event the party will promptly notify the other in writing of any changes.

16.3 Notices are deemed served at the following times:

- (a) When given personally, on delivery;
- (b) When sent by post (other than airmail) or document exchange, three (3) business days after posting;
- (c) When sent by airmail outside New Zealand, five (5) business days after posting; and
- (d) When sent by facsimile or email, on receipt of the correct answerback or receipt code.

16.4 Any notice which has been served on a Saturday, Sunday or public holiday is deemed to be served on the first business day after that day.

17. Severance

17.1 Any illegality, unenforceability or invalidity of any provision or portion of this Specific Services Agreement will not affect the rest of this Specific Services Agreement which will remain in full force and effect unless the commercial interests of either party are materially and adversely affected.

18. No Assignment

18.1 The Provider may not assign its rights under this Specific Services Agreement or any part of it without the prior consent of Health Hawke's Bay, to be given in its sole discretion.

19. Modification or Amendment

17.1 No amendment, change or modification of this Specific Services Agreement will be valid unless agreed in writing and signed by both parties.

20. Counterparts

20.1 This Specific Services Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile copy of this Specific Services Agreement, or a PDF scanned copy of this Specific Services Agreement attached to an email transmission, showing a representation of a signature of any party will be deemed to be an original counterpart.

21. Jurisdiction

21.1 This Specific Services Agreement is governed by the laws of New Zealand and the parties agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand.

22. Entire Agreement

22.1 This Specific Services Agreement records the entire arrangements between the parties relating to the matters dealt with in this Specific Services Agreement and supersedes all previous arrangements, whether written, oral, or both, relating to such matters.