

# **B : STANDARD CONDITIONS OF CONTRACT**

## **INTRODUCTION**

### **B1 Standard Conditions**

- B1.1** Any Agreement you enter into with us will be deemed to include the following Standard Conditions.
- B1.2** If however any other terms in the Agreement directly conflict with these Standard Conditions, the other terms will have priority.
- B1.3** There is a glossary at the back of these Standard Conditions setting out definitions, interpretations and terms used.

### **B2 Treaty of Waitangi and Maori Health Statement**

- B2.1** The Treaty of Waitangi establishes the unique and special relationship between iwi, Maori and the Crown. As a Crown entity the District Health Board considers the Treaty of Waitangi principles of partnership, proactive protection of Maori health interests, co-operation and utmost good faith, to be implicit conditions of the nature in which the internal organisation of the District Health Board responds to Maori health issues.

### **B3 Relationship Principles**

- B3.1** The following values will guide us in all our dealings with each other under the Agreement:
- a) integrity - we will act towards each other honestly and in good faith.
  - b) good communication - we will listen, talk and engage with each other openly and promptly including clear and timely written communication.
  - c) enablement - we will seek to enable each other to meet our respective objectives and commitments to achieve positive outcomes for communities and consumers of health and disability services.

- d) trust and co-operation - we will work in a co-operative and constructive manner recognising each other's viewpoints and respecting each other's differences.
- e) accountability - we will each recognise the accountabilities that each of us have to our respective and mutual clients and stakeholders.
- f) innovation - we will encourage new approaches and creative solutions to achieve positive outcomes for communities and consumers of health and disability services.
- g) quality improvement – we will work co-operatively with each other to achieve quality health and disability services with positive outcomes for consumers.

## **MAORI HEALTH**

### **B4 Maori Health Priority**

Both of us will abide by the Maori Health statement set out in clause B2 of these Standard Conditions.

**B4.1** You agree that Maori Health is a specifically identified health gain priority area. You must therefore establish and implement a Maori Health policy that reflects that fact. In developing this policy, and without limitation, you must take into account.

**B4.2** You must specify how you intend to implement this policy. In particular, you will identify those services you will deliver as explicit contributions to Maori health gain priorities, how these services will be measured to ascertain what benefit is evident and other additional opportunities that may exist for furthering Maori health gain.

**B4.3** On commencement of the Agreement, you must develop your Maori health policy and operational plans after consultation with us, subject to agreement between both of us as to our respective responsibilities for ensuring that the plans are adequately resourced within the current levels of funding.

## **SERVICE PROVISION**

### **B5 Provision of Services**

**B5.1** You must provide the Services and conduct your practice or business:

- a) in a prompt, efficient, professional and ethical manner; and
- b) in accordance with all relevant published Strategies issued under no Act; and
- c) in accordance with Our , and
- d) in accordance with all relevant Law; and
- e) from the Commencement Date and then without interruption until the Agreement ends or is ended in accordance with the Agreement.

**B5.2** Nothing in the Agreement gives you an exclusive right to provide the Services.

## **B6 Payments**

- a) We will pay you in accordance with the terms of the Agreement.
- b) We will pay you default interest on any payments due to you under the Agreement and in arrears for more than 14 days.
- c) You must first have given us an invoice completed in the format required and we must have received it 14 working days before it is due.
- d) “Default interest” means interest at the base rate of our bankers calculated from the due date for payment to the date of actual payment, plus the rate of 2 per cent per annum.
- e) This clause does not apply to payments due to you in respect of which we have exercised our right of set off (see clause B6.2).

**B6.2** We may set off any amounts which you owe us against any payments due by us to you.

**B6.3** We may withhold any further payments or portions of payments, where you:

- a) have failed to meet any reporting requirements under the agreement,
- b) are found to be in breach at the end of an Audit,
- c) your sub-contractors do not allow us access under clause B15.1.

**B6.4** In that case payments may be withheld from the date of non-compliance until such time compliance occurs.

## **B7 Cost and Volume Shifting**

**B7.1** You must not:

- a) act in such a way that increases cost to another provider,
- b) be party to any arrangement which results in our effectively having to pay more than once for the supply of the same Services or any component of them,
- c) act in such a way that shifts volumes relating to Services being provided separately by you where such volumes have been specifically related to that Service.

**B8 Responsibility for Others**

**B8.1** 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.

**B9 Other Arrangements**

**B9.1** You must not enter into any other contract or arrangement which might prejudice your ability to meet your obligations in the Agreement.

**B9.2** You may (subject to your obligations in the Agreement), agree to provide Services for any other person.

**B10 Subcontracting**

**B10.1** You may not subcontract any of the Services or part of them without our prior written consent which may not be unreasonably withheld.

**B10.2** If we give consent you must comply with any reasonable conditions we impose as part of the consent.

**B11 Transfer of your Rights and Obligations**

**B11.1** You must not transfer any part of your rights or obligations under the Agreement without our prior written consent.

## **QUALITY ASSURANCE**

**B12 Quality of Services**

**B12.1** You must comply with the quality requirements set out in the Agreement.

**B13 Information and Reports**

- B13.1** You must comply with the information requirements set out in the Agreement.
- B13.2** You must keep and preserve Records and protect the security of them and make them available to us in accordance with our reasonable instructions.
- B13.3** You must take all due care to ensure that in the event of your ceasing to provide the Services, the Records are properly preserved and transferred to us.
- B13.4** You must 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.
- B13.5** We may use any information concerning you:
- a) for our own purposes; and
  - b) for any purposes required by any Minister of the Crown or any Governmental Body.
- B13.6** You must report to us in accordance with our reasonable instructions.
- B13.7** We may reasonably require you to send reports direct to any Minister of the Crown or any Governmental Body within a time reasonably fixed by us.

#### **B14 Appointment of Auditors**

- B14.1** We may appoint people to Audit, on our behalf, in relation to any of the matters contained in the Agreement.
- B14.2** We will give you prior written notice of the names of the people we have appointed.
- B14.3** Both of us must agree to the people we have appointed. You may not refuse where any or all of those people are suitably qualified and have no demonstrable conflict of interest, but your refusal may be based on some other good reason.
- B14.4** Those people may take copies of any parts of the Records.

#### **B15 Access for Audit**

- B15.1** You and your sub-contractors must co-operate with us fully and allow us or our authorised agents, access to:
- a) your premises,
  - b) all premises where your Records are kept,

- c) service users and their families,
- d) staff, sub-contractors or other personnel used by you in providing the Services,

for the purposes of and during the course of carrying out any Audit.

**B15.2** We will ensure that our exercise of access under this clause B15 will not unreasonably disrupt the provision of the Services to Service Users.

**B15.3** Notice of Audit

- a) We will give you prior notice of any Audit as agreed in any Audit protocols.
- b) If we believe that delay will unnecessarily prejudice the interests of any person, we may give you notice of our intention to carry out an Audit within 24 hours.

**B15.4** Times for Audit

- a) Subject to clause B15.3b an Audit may be carried out at any time during working hours and at any other reasonable times.
- b) You must ensure that the people appointed by us to carry out the Audit have access, during the hours they are entitled to Audit.

**B16** **Audit Process**

**B16.1** Subject to clause B23, in carrying out any Audit we may:

- a) access confidential information about any Service User; and
- b) observe the provision or delivery of the Services; and
- c) interview or follow up Service Users and/or their families; and
- d) interview or follow up any staff, sub-contractors or other personnel used by you in providing the Services.

**B17** **Financial Audit**

**B17.1** Despite the other provisions in this section B12 (QUALITY ASSURANCE) we may not inspect your accounting system or the records of your costs of providing the Services.

- a) We may, however, appoint as set out in the Agreement, an independent auditor to Audit:

- i. the correctness of the information you give us; and
- ii. your calculations of the cost of supplying the Services; and
- iii. your financial position.

b) The auditor:

- i. must not disclose specific details of your financial position to us; but
- ii. may advise us if he or she considers your financial position may prejudice your ability to carry out your obligations under the Agreement.

**B17.2** We retain the right to Audit under this section B12 (QUALITY ASSURANCE) after the Agreement ends but only to the extent that it is relevant to the period during which the Agreement exists.

**B18 Insurance**

**B18.1** You must immediately take out adequate comprehensive insurance throughout the term of the agreement covering your practice or business.

**B18.2** You must make sure that all the insurance cover always remains in force for the term of the Agreement or so long thereafter as required for the purposes of the Agreement.

**B19 Indemnity**

**B19.1** You must indemnify us against all claims, damages, penalties or losses (including costs) which we incur as the result of:

- a) your failing to comply with your obligations in the Agreement; or
- b) any act or omission by you or any person for whom you are responsible.

**B20 Complaints**

**B20.1** You must comply with any standards for the Health sector relating to complaints.

**B20.2** If there is no such standard applicable to you, then you must implement a complaints procedure in accordance with the terms of the Agreement.

**B21 Complaints Body**

- B21.1** You must at all reasonable times co-operate with any Complaints Body and comply with its reasonable requirements.
- B21.2** We will advise a Complaints Body of any complaints we receive about you if we believe it is appropriate to do so.
- B21.3** We will give you reasonable assistance when we can in respect of any complaints made to the Privacy Commissioner which involve both of us.

**B22 Warranties**

**B22.1** You warrant to us that:

- a) all material information given to us by you or on your behalf is correct and,
- b) you are not aware of anything which might prevent you from carrying out your obligations under the Agreement.

**B22.2**

- a) the above warranties will be deemed to be repeated on a daily basis from the date of the Agreement and,
- b) you must advise us immediately if at any time either of the warranties is untrue.

**B23 Limitation of our Rights**

**B23.1** Our rights and the rights of others to:

- a) access confidential information about any Service User; and
- b) observe the provisions or delivery of the Services; and
- c) interview or follow up Service Users and/or their families,

must be either authorised by statute or by a code of practice under the Privacy Act 1993 covering health information held by health agencies or by the informed consent of each Service User concerned. The consents will normally be in writing.

## **DEALING WITH PROBLEMS**

**B24 Notification of Problems**

**B24.1** You must advise us promptly in writing:

a) of any:

- i. changes,
- ii. problems,
- iii. significant risks,
- iv. significant issues,

which materially reduce or affect your ability to provide the Services, or are most likely to do so, including those relating to:

- v. any premises used by you,
- vi. any equipment you are using,
- vii. your key personnel; or

b) if you materially fail to comply with any of your obligations in the Agreement; or

c) of any serious complaints or disputes which directly or indirectly relate to the provision of the Services; or

d) of any issues concerning the Services that might have high media or public interest.

**B24.2** We must discuss with each other possible ways of remedying the matters notified. Our discussion or attempted discussions will not however limit any of our rights under the Agreement.

**B24.3** 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 B24.

## **B25 Uncontrollable Events**

### **B25.1**

a) For the purposes of this clause B25 (but subject to paragraph b) an “uncontrollable event” is an event which is beyond the reasonable control of one of us (“the person claiming”), or an event as set out in clause B29.4.

b) An uncontrollable event does not include:

- i. any risk or event which the person claiming could have prevented or overcome by taking reasonable care including having in place a realistic and reasonable risk management process; or,
- ii. a lack of funds for any reason.

**B25.2** The person claiming will not be in default under the terms of the Agreement if the default is caused by an uncontrollable event.

**B25.3** The person claiming must:

- a) promptly give written notice to the other specifying:
  - i. the cause and extent of that person's inability to perform any of the person's obligations; and,
  - ii. the likely duration of the non-performance;
- b) in the meantime take all reasonable steps to remedy or reduce the uncontrollable event.

**B25.4** Neither of us is obliged to settle any strike, lock out or other industrial disturbance.

**B25.5** Performance of any obligation affected by an uncontrollable event must be resumed as soon as reasonably possible after the uncontrollable event ends or its impact is reduced.

**B25.6** If you are unable to provide the Services as the result of an uncontrollable event we may make alternative arrangements suitable to us for the supply of the Services during the period that you are unable to supply them after we Consult with you.

**B25.7** If either of us is unable to perform an obligation under the Agreement for 90 days because of an uncontrollable event, both of us must first Consult and decide to what extent if any the Agreement can be varied and then continue.

**B25.8** If we cannot agree that the Agreement may continue, then either of us may cancel the Agreement after giving at least 14 days prior written notice.

**B25.9** Clause B34.1 will apply to cancellation of the Agreement under this clause.

## **B26 We May Remedy Your Failure To Meet Your Obligations**

**B26.1** If you fail to carry out any of your obligations in the Agreement we may do so on your behalf at your expense and risk.

**B26.2** We may do this without giving you notice where the circumstances reasonably require such action. Otherwise, we will give you 7 days notice in writing of our intention to act.

**B26.3** All costs we incur in doing so, must be paid by you to us on demand or we may deduct them from moneys which we owe you.

## **B27 Public Statements, Issues and Advertising**

### **B27.1**

a) Neither of us may directly or indirectly criticise the other publicly, without first fully discussing the matters of concern with the other.

b) The discussion must be carried out in good faith and in a co-operative and constructive manner.

c) Nothing in this clause prevents you from discussing any matters of concern with your people being your staff, subcontractors, agents or advisers.

d) Nothing in this clause prevents us from discussing any matters of concern with our people being our staff, subcontractors, agents, advisers or persons to whom we are responsible.

e) If we are unable to resolve any differences then those differences may be referred by either of us to the Dispute Resolution process set out in clause B28.

**B27.2** You may use our name or logo only with our prior written consent.

**B27.3** The provisions of this clause B27 will remain in force after the Agreement ends.

## **B28 Dispute Resolution**

**B28.1** If either of us has any dispute with the other in connection with the Agreement, then:

a) both of us will use our best endeavours to settle the dispute or difference by agreement between us. Both of us must always act in good faith and co-operate with each other to resolve any disputes, and

b) if the dispute or difference is not settled by agreement between us within 30 days, then, unless both of us agree otherwise:

i. full written particulars of the dispute must be promptly given to the other.

ii. the matter will be referred to mediation in accordance with the Health Sector Mediation and Arbitration Rules 1993 as amended or substituted from time to time. A copy of the Rules is available from the Ministry of Health.

c) neither of us will initiate any litigation during the dispute resolution process outlined in paragraph b) above, unless proceedings are necessary for preserving the party's rights.

d) both of us will continue to comply with all our obligations in the Agreement until the dispute is resolved but payments may be withheld to the extent that they are disputed.

**B28.2** Clause B28.1 will not, however, apply to any dispute:

a) concerning any renegotiation of any part of the Agreement,

b) as to whether or not any person is an Eligible Person,

c) directly or indirectly arising from any matter which has been referred to a Complaints Body unless the Complaints Body directs the matter to be resolved in accordance with clause B28.1.

## **B29 Variations to the Agreement**

**B29.1** The Agreement may be varied by written agreement signed by both of us.

**B29.2** Where the Agreement is for a term exceeding 1 year, we both agree that the Agreement shall be reviewed annually.

**B29.3** Variation on requirement by Crown

a) We may require you to vary the Agreement by written notice to you to comply with any requirement imposed on us by the Crown.

b) We will give you as much notice of the requirement and details of the proposed change as possible, to the extent that we are able to do so.

c) Both of us must Consult and decide to what extent if any the Agreement can be varied and then continue on that basis.

d) If we cannot agree within 60 days, then either of us may cancel the Agreement after giving at least 30 days prior written notice.

e) You must continue to comply with your obligations under the existing Agreement until any variation of it takes effect.

**B29.4** The Agreement will be varied in the event of a disaster, local or national epidemic, emergency or war in accordance with our requirements but this clause is subject to clause B25.

**B30 Our Liability**

**B30.1** Except to the extent that we agree otherwise, we will not be liable to you for any claims, damages, penalties or losses (including costs) which you incur.

**ENDING THE AGREEMENT**

**B31 Notice of Your Future Intentions**

**B31.1** Before the end of the Agreement you must give a minimum of 3 months notice if:

- a) you do not wish to enter into a new agreement with us when the Agreement ends; or,
- b) you wish to enter into a new agreement with us when the Agreement ends but on materially different terms.

This clause does not mean we must enter into a contract with you when the Agreement ends.

**B31.2** You must discuss with us your intentions before giving any notice under clause B31.1.

**B31.3** We must give you a minimum of 3 months notice if we do not intend to renew the Agreement, except where Management of Change Protocols may apply.

**B32 Your Default and our Right to End the Agreement**

**B32.1** We may end the Agreement immediately by written notice to you on the occurrence of any of the following events:

- a) we have good reason to believe you are unable or will soon become unable to carry out all your material obligations under the Agreement.
  - i. We must, however, Consult with you before ending the Agreement for this reason.
  - ii. If we believe the health or safety of any person or Population Served is at risk we may suspend your provision of the Services while we Consult.

- b) you have failed to carry out any of your obligations in the Agreement; and
  - i. the failure is material; and,
  - ii. it cannot be remedied.
- c) If:
  - i. you are or adjudged bankrupt; or
  - ii. you are more than one person, if any of you are adjudged bankrupt; or
  - iii. you are a company and you are placed in receivership or liquidation.
- d) You have failed to carry out any of your obligations in the Agreement and the failure can be remedied by you but you fail to do so within 30 days of your receiving written notice of the default from us.
  - i. After 30 days from your receiving the notice, so long as the obligation still has not been met, we may instead of ending the Agreement:
  - ii. at any time vary or withdraw from coverage by 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
  - iii. cease payment for any of the Services from the date of withdrawal.
  - iv. You have the same right and must follow the same procedure if we have not met any obligation and you wish to vary or withdraw any of the Services.
  - v. Any dispute regarding the withdrawal or variation of any of the Services under this paragraph d) must be resolved under clause B28.

**B32.2** Nothing in clause B32.1 affects any other rights we may have against you in law or in equity.

**B33 Our Default and your Right to End the Agreement**

**B33.1** If we default in any payments which we are not entitled by the Agreement to withhold and we fail to remedy the default within 20 days of your giving us written notice of the default you may do any one or more of the following:

- a) cancel the agreement,
- b) seek specific performance of the Agreement,
- c) seek damages from us,

d) seek penalty interest.

**B34 Effect of Ending the Agreement**

**B34.1** Any cancellation of the Agreement will not affect:

- a) the rights or obligations of either of us which have arisen before the Agreement ends; or
- b) the operation of any clauses in the Agreement which are expressed or implied to have effect after it ends.

**GENERAL**

**B35 Confidentiality**

**B35.1**

- a) Except to the extent that these Standard Conditions provide otherwise, neither of us may disclose any Confidential Information to any other person.
- b) Both of us acknowledge that the Agreement, but not any Confidential Information, may be published publicly by us through any media including electronically via the Internet.

**B35.2** Neither of us will disclose to any third party information which will identify any natural person (as defined in the Privacy Act 1993):

- a) without that person's informed consent; or
- b) unless authorised by statute, or by a Code of Practice under the Privacy Act 1993 covering Health Information held by Health Agencies.

**B35.3** Clause B35.1 does not apply:

- a) to terms or information which are or become generally available to the public except as the result of a breach of clause B35.1; or
- b) to information which either party is required by law to supply to any person but only to the extent that the law requires; or
- c) to terms or information disclosed to the professional advisers of either of us or to those involved in a Service User's clinical or care management where disclosure is reasonably necessary for the management; or

d) to information which you are required by the Agreement to disclose or forward to any person.

**B35.4** Nothing in clause B35.1 will prevent us from disclosing any terms or information in accordance with any Funding Agreement, or by direction or requirement from the Minister under the Act.

**B35.5** Each of us will ensure all Confidential Information is kept secure and is subject to appropriate security and user authorisation procedures and audits.

**B36 Governing Law**

**B36.1** The Agreement is governed by New Zealand law.

**B37 Contracts (Privity) Act 1982**

**B37.1** No other third party may enforce any of the provisions in the Agreement.

**B38 Waiver**

**B38.1** Any waiver by either of us must be in writing duly signed. Each waiver may only be relied on for the specific purpose for which it is given.

**B38.2** A failure of either one of us to exercise, or a delay by either one of us in exercising, any right given to it under the Agreement, does not mean that the right has been waived.

**B39 Entire Agreement**

**B39.1** Each of us agree that the Agreement sets forth the entire agreement and understanding between both of us and supersedes all prior oral or written agreements or arrangements relating to its subject matter.

**B40 Notices**

**B40.1** Any notice must be in writing and may be served personally or sent by security or registered mail or by facsimile transmission. All notices are to have endorsed on them the contract reference number given to the Agreement.

**B40.2** 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;
- d) by facsimile are served upon receipt of the correct answer back or receipt code.

**B40.3** A notice may be given by an authorised officer, employee or agent of the party giving the notice.

**B40.4** The address and facsimile number for each of us shall be as specified in the Agreement or such other address or number as is from time to time notified in writing to the other party.

#### **B41 Relationship of Both of Us**

**B41.1** Nothing in the Agreement constitutes a partnership or joint venture between both of us or makes you an employee, agent or trustee of ourselves.

#### **B42 Signing the Agreement**

##### **B42.1**

a) You must satisfy us that the Agreement has been properly signed by you and is a valid and enforceable agreement before we have any obligations to you under the Agreement.

b) We may however waive all or part of this provision with or without conditions by us.

**B42.2** If the condition in clause B42.1 is not satisfied or waived by the Commencement Date or any later date we may avoid the Agreement by written notice to you.

#### **B43 Partial Invalidity**

a) If any provision in the Agreement is lawfully held to be illegal, unenforceable or invalid, the determination will not affect the remainder of the Agreement which will remain in force.

b) This clause does not affect any right of cancellation we may have in the Agreement.

## **GLOSSARY**

#### **B44 Definitions**

**B44.1** In the Agreement terms given a meaning in any Glossary have that meaning where the context permits.

**B44.2** In the Agreement

a) “We”, “us” and “our” means the District Health Board including its permitted consultants, subcontractors, agents, employees and assignees (as the context permits).

b) “You” and “your” means the Provider named in this contract, including its permitted subcontractors, agents, employees and assignees (as the context permits).

c) “Both of us”, “each of us”, “either of us” and “neither of us” refers to the parties.

## **B45 Interpretation**

**B45.1** In the Agreement

a) A reference to a person includes any other entity or association recognised by law and the reverse;

b) Words referring to the singular include the plural and the reverse;

c) 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;

d) Every thing expressed or implied in the Agreement which involves more than one person binds and benefits those people jointly and severally;

e) Clause headings are for reference purposes only;

f) A reference to a statute includes:

i. all regulations under that statute; and

ii. all amendments to that statute; and

iii. any statute substituting for it which incorporates any of its provisions

g) All periods of time or notice exclude the days on which they are given and include the days on which they expire;

h) Working Days – Anything required by the Agreement to be done on a day which is not a Working Day may be done on the next Working Day.

## B46 Glossary of Terms

<b><u>Expression</u></b>	<b><u>Meaning</u></b>
<b>Act</b>	The New Zealand Public Health & Disability Act 2000..
<b>Agreement</b>	The agreement or arrangement between both of us for the provision of any Services and each schedule to that agreement or arrangement and these Standard Conditions of Contract.
<b>Audit</b>	Audit includes (without limitation) audit, inspection, evaluation or review of: <ul style="list-style-type: none"><li>a) quality,</li><li>b) service delivery,</li><li>c) performance requirements,</li><li>d) organisational quality standards,</li><li>e) information standards and,</li><li>f) organisational reporting requirements,</li><li>g) compliance with any of your obligations</li></ul> in relation to the provision of the Services by you.
<b>Commencement Date</b>	The date the Agreement comes into effect.
<b>Complaints Body</b>	Any organisation appointed: <ul style="list-style-type: none"><li>a) under the Agreement; or</li><li>b) by both of us by mutual agreement; or</li><li>c) by a Health Professional Authority; or</li><li>d) by law</li></ul> to deal with complaints relating to the Services.
<b>Confidential Information</b>	Any information disclosed either before or during the course of the Agreement, by us to you or vice versa that is agreed by both of us as being confidential and which may not be disclosed (subject to any law to the contrary) but excluding the terms of the Agreement.
<b>Consult</b>	<ul style="list-style-type: none"><li>a) Each of us must fully state our proposals and views to the other and carefully consider each response to them.</li><li>b) Each of us must act in good faith and not predetermine any matter.</li><li>c) Each of us must give the other adequate opportunity to consult any other interested party.</li></ul>

	The obligation of either of us to Consult will be discharged if the other refuses or fails to Consult.
<b>Crown</b>	The meaning given in the Act.
<b>Eligible Person</b>	<p>Any individual who:</p> <ul style="list-style-type: none"> <li>a) is in need of the Services; and,</li> <li>b) meets the essential eligibility criteria and other criteria, terms or conditions which, in accordance with the any direction given under Section 32 of the Act or continued by Section 112(1) of the Act, or any other direction from the Minister, or the Funding Agreement, must be satisfied before that individual may receive any Services purchased by us.</li> <li>c) The Ministry of Health will determine if an individual is an Eligible Person if there is any dispute.</li> </ul> <p>“Eligible People” has a corresponding meaning.</p>
<b>End Date</b>	The date the Agreement ends or is ended in accordance with the Agreement.
<b>Funding Agreement</b>	The relevant Crown funding agreement within the meaning of Section 10 of the Act, entered into by us.
<b>Governmental Body</b>	Includes any entity lawfully formed by, or in accordance with any direction of, the Crown or any Minister or officer of the Crown.
<b>GST</b>	Goods and Services Tax under the Goods and Services Tax Act 1985.
<b>Ministry of Health</b>	Includes any of its legal successors.
<b>Health Professional Authority</b>	Any authority or body that is empowered under and by virtue of any enactment of law, 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 or Disability Services, or both.
<b>Law</b>	<p>Includes :</p> <ul style="list-style-type: none"> <li>a) Any legislation, decree, judgement, order or by-law; and</li> <li>b) Any rule, protocol, code of ethics or practice or conduct and other ethical or other standards,</li> </ul>

	<p>guidelines and</p> <ul style="list-style-type: none"> <li>c) requirements of any Health Professional Authority; and</li> <li>d) Any relevant standards of the New Zealand Standards Association; and,</li> <li>e) Any future law.</li> </ul>
<b>Management of Change Protocols</b>	Such protocols as may be agreed between us relating to the management of change.
<b>Minister</b>	The Minister of Health.
<b>Ministry</b>	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.
<b>Our Objectives</b>	<p>Include:</p> <ul style="list-style-type: none"> <li>a) The objectives listed in Section 22 of the Act, and</li> <li>b) The objectives specified in our statement of intent (as defined in the Act).</li> <li>c) To meet the directions and requirements notified to us under the Act from time to time.</li> </ul>
<b>Person</b>	Includes a corporation, incorporated society or other body corporate, firm, government authority, partnership, trust, joint venture, association, state or agency of a state, department or Ministry of Government and a body or other organisation, in each case whether or not having a separate legal identity.
<b>Population Served</b>	Means communities or targeted populations, including Eligible People, for whom Services are or may be provided.
<b>Records</b>	<p>Means without limitation:</p> <ul style="list-style-type: none"> <li>a) all relevant written and electronically stored material; and</li> <li>b) includes all relevant records and information held by you and your employees, subcontractors, agents and advisers.</li> </ul>
<b>Services</b>	Health services, or disability services or both as specified in the Agreement.
<b>Service Users</b>	Users of any of the Services.
<b>Standard</b>	These Standard Conditions of Contract.

**Conditions**

**Working Day**

Any day on which Registered Banks are open for business in New Zealand, relative to your principal place of business.