

**Agreement
Between**

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

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Contact:

«CONTRACTDEPUTY_NAME»

And

**«PROVIDER_NAME»
«CONTRACT_DESCRIPTION»**

«PROVIDER_ADDRESS»
«PROVIDER_ADDRESS2»
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Ph: «PROVIDER_PHONE»
Fax: «PROVIDER_FAX»

Contact:

«PRVDRCONTACT_NAME»

for Health and Disability Services

You, as the Provider, agree to provide the Services on the terms of this Agreement.

Signed for and on behalf of the
HER MAJESTY THE QUEEN
By:

Signed for and on behalf of
«PROVIDER_NAME»
by:

Authorised Signatory

Authorised Signatory

Position

Position

Date

Date

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PART 1: HEAD AGREEMENT

SECTION A: GENERAL TERMS AND CONDITIONS

A1. AGREEMENT AND TERM

- A1.1 We agree to purchase and you agree to provide, at the Facility, the category or categories of age related residential care services ("Services") specified in clause C.1, up to the maximum number of Subsidised Residents specified in clause C1.1, on the terms and conditions set out in this Agreement, which you and we enter into under section 10 of the New Zealand Public Health and Disability 2000 ("the Act").
- A1.2 This Agreement means Part 1 (the head agreement) together with Part 2 (the specifications). If there is any conflict between Part 1 and Part 2, the terms of Part 2 will prevail.
- A1.3 Expressions used in this Agreement are defined in clause A31.7 and A31.8.
- A1.4 This Agreement applies only to you, the Facility, and category or categories of Services specified in clause C1.1. For the avoidance of doubt, this Agreement does not apply to any high dependency psychogeriatric continuing hospital care services that you may be providing. Such services are covered by a separate agreement.
- a.
- A1.5 If you wish to alter the categories of Services that you provide at your Facility as specified in clause C1.1, or to alter the maximum number of Subsidised Residents as specified in clause C1.1, we agree to discuss in good faith with you amending this Agreement by altering the categories of Services or the maximum number of Subsidised Residents (as applicable). Any such amendment must be agreed in writing.
- A1.6 This Agreement shall commence on the Commencement Date and, subject to any rights of review, amendment, variation or termination will apply until terminated in accordance with its terms.

A2. SERVICE PROVISION

- A2.1 You must provide the Services for which you receive payment under this Agreement:
- a. In a prompt, efficient, professional and ethical manner;
 - b. In accordance with all relevant law; and
 - c. In accordance with the service specifications set out in Section D and Section E,
- from the Commencement Date without material interruption until this Agreement is varied or terminated in accordance the terms of this Agreement.
- A2.2 You must use your best endeavours to provide the Services in a manner that is consistent with any relevant health strategy, disability strategy and any strategy for the development and use of nationally consistent standards, quality assurance programmes and performance monitoring

A3. MAORI HEALTH

A3.1 You must ensure that the specific needs of Residents who identify themselves as Maori (“Maori Residents”) are met in a manner that respects and acknowledges their individual values and beliefs. This requires you to:

- a. identify and respond to the cultural values and beliefs of Maori residents and their whanau;
- b. identify and eliminate barriers to Maori Residents that are within your control;
- c. recognise and support the importance of whanau and their involvement with Maori Residents;
- d. acknowledge and meet the right of Maori Residents to practise their cultural values and beliefs while receiving the Services; and
- e. consult Tangata Whenua in order to meet the needs of Maori Residents during the provision of the Services.

A3.2 You must develop policies and procedures (“Maori Health Plan”) to guide staff in order to ensure that the specific needs of Maori Residents are met. The Maori Health Plan must include, but is not limited to, a description of how you will achieve the requirements set out in clause A3.1(a) to (e).

A4. DEVELOPMENT OF POLICIES ETC

A4.1 Where you are required to develop a written policy, procedure, programme, protocol, guideline, information, system or plan in order to meet any provision under this Agreement, you will:

- a. Develop such a document;
- b. Demonstrate systems for reviewing and updating all such documents regularly;
- c. Demonstrate implementation;
- d. Demonstrate that staff are adequately informed of the content and the intent of these documents; and
- e. Provide us with a copy of the relevant document on request.

A5. ELIGIBLE PERSONS

A5.1 You may only claim for payment under this Agreement in respect of Services provided to an individual who satisfies the criteria set out in clause A5.2 of this Agreement (“Eligible Person”).

A5.2 An individual is an Eligible Person if (a) applies and either (b) or (c) or (d) apply:

- a. Eligible for publicly funded health and disability services

The individual is entitled to publicly funded health care in accordance with any eligibility direction issued under section 32 of the Act, or any eligibility direction continued by section 112(1) of the Act,

And is either:

b. A Person to whom section 69F of the Social Security Act 1964 and Social Security (Disability Services – Financial Assessment) Regulations 1994 apply

i. The individual is a Person to whom section 69F of the Social Security Act 1964 applies, which in summary applies if:

1. the individual is:

A. 65 years or more, or

B. is aged 50 years or more but less than 65 years, and has been assessed by or on behalf of a DHB as close in interest to Persons aged 65 years or more and the individual is unmarried and without any dependent children; and

2. a DHB or a DHB authorised Needs Assessment and Service Co-ordination Service has assessed that the individual requires the Services; and

3. those Services are likely to be required to be provided indefinitely;

(provided that, if there is any inconsistency between this summary and section 69F of the Social Security Act 1964, section 69F prevails); and

ii. Price of Services provided to individual exceeds amount individual can pay

The price payable per day under this Agreement for the Services provided or to be provided to the individual exceeds the daily amount the individual can pay or contribute to the cost of the Services, calculated in accordance with section 69F of the Social Security Act 1964 and the Social Security (Disability Services – Financial Assessment) Regulations 1994;

or

c. A Person receiving care under a previous legislative regime

The individual moved into any age related residential care facility between 1 April 1975 and 30 June 1993;

or

d. Elderly Victim of Crime

The individual qualifies as an elderly victim of crime under the Ministry's Guidelines Relating to Residential Care for Elderly Victims of Crime.

A5.3 Despite clause A5.2, the following individuals are not Eligible Persons:

- a. Individuals who are admitted to your Facility only because of a short term acute illness;
- b. Individuals who are specifically funded for residential care under the Injury Prevention, Rehabilitation, and Compensation Act 2001 (excluding elderly victims of crime referred to in clause A5.1(d));
- c. Individuals for whom funding is provided for their primary care needs under another Ministry contract or notice, including arrangements relating to Psychogeriatric Care, Palliative Care, Convalescent Care, Intellectual Disability services, Physical Disability services or Mental Health.

A5.4 An individual who satisfied the criteria in clause A5.2 prior to 31 May 2002 is deemed to be an Eligible Person on 1 June 2002.

A5.5 You must notify us when, in relation to any Eligible Person:

- a. You no longer provide services to that Eligible Person; or
- b. That Person ceases to be an Eligible Person,

as soon as possible after becoming aware of either of the circumstances in (a) or (b) above.

A6. PAYMENTS

A6.1 We will pay you in accordance with the terms of this Agreement.

A6.2 We will commence payments to you in respect of an Eligible Person from the later of:

- a. The date on which that Eligible Person commenced residing at your Facility (that is, became a Subsidised Resident); or
- b. The date on which that individual became an Eligible Person in accordance with clause A5.2.

A6.3 Only for the purposes of clause A6.2(b) a Person who is assessed under clause A5.2(b) is deemed to become an Eligible Person on the date which the assessment found that Person required the Services, if that date is prior to the date on which the assessment takes place.

A6.4 For the purposes of clause A6.2(b), a Person who is an Eligible Person under clause A5.2 prior to 31 May 2002 is deemed to become an Eligible Person on 1 June 2002.

A7. PAYMENT DURING TEMPORARY ABSENCE

A7.1 Subject to clause A7.1(b), where a Subsidised Resident leaves your Facility temporarily, as long as the Person's bed is held for that Subsidised Resident during his or her absence, and is not used by another Subsidised Resident, we will continue to make payments for that Subsidised Resident on the following basis:

- a. Hospitalisation: Where a Subsidised Resident is admitted to hospital for treatment or to undergo an assessment, we will continue to make payments in full for up to 21 days (or for any longer period that a Needs Assessment and Service Co-ordination Service may recommend) in any one of our financial years;

- b. Temporary Absences: Where a Subsidised Resident is away from your Facility with family or friends, we will continue to make payments in full for up to 14 days at any one time, and up to 28 days in total in any one of our financial years.

A8. PAYMENT FOR DAYS OF ADMISSION, DISCHARGE, TRANSFER OR DEATH

- A8.1 Where a Subsidised Resident is admitted to, or discharged or transferred from, your Facility at any time on a particular day, we will pay you, in respect of that Subsidised Resident, for the full day on which that admission, discharge or transfer occurred.
- A8.2 Upon the death of a Subsidised Resident, we will pay you for the day of that Subsidised Resident's death and for the following day, at the price that would have been paid to you if that Subsidised Resident was living.

A9. OVERPAYMENTS

- A9.1 If we overpay you for the Services, as soon as you become aware of such overpayment you must immediately notify us of that overpayment.
- A9.2 You must repay the overpayment to us within 10 Working Days of:
 - a. You notifying us under clause A9.1; or
 - b. Us notifying you of any overpayment that we become aware of,by the day before the next payment is due to you under this Agreement after either such notification, whichever is the later.
- A9.3 If you do not repay the overpayment in accordance with clause A9.2, then we may deduct the amount of any overpayment from any later payments due to be made to you under this Agreement.

A10. SET OFF

- A10.1 Where you owe us any amount under this Agreement, including:
 - a. In the case of overpayment under clause A9; and
 - b. Where you are obliged to indemnify us under clause A28,we may set that amount off against any amount that we owe you, provided that we give you 20 Working Days notice of our intention to do so.

A11. WITHHOLDING OF PAYMENTS

- A11.1 Where you:
 - a. Breach clause A5.5, clause A15.2, or clause A15.6; or
 - b. Have not completed a compliance requirement contained in a notice of default given under clause A16.3(b) or in a notice given under clause A16.4; or
 - c. Fail to meet your obligations in terms of clause A22,

we may withhold some or all of the next payment or payments due until you have remedied the breach, or otherwise complied with the relevant obligation, or until any costs incurred by us have been met, whichever is later.

A11.2 Where you have failed to comply with any obligations under this Agreement not referred to in clause A11.1, and that failure is material, we may withhold 5% of the next payment or payments due until you comply with the relevant obligation or until any costs incurred by us have been met, whichever is later.

A11.3 We will give 20 Working Days notice of our intention to withhold payments under clause A11.1 and/or A11.2, during which notice period you may remedy your non-compliance.

A12. INSPECTION OF RECORDS UNDER HEALTH ACT 1956

A12.1 Where we exercise powers under section 22G of the Health Act 1956, or any enactment that replaces that section and, following inspection under that section, we are unable to verify any of the your claims for payment under this Agreement, we may:

- a. Require you to report at such intervals and on such financial matters as we may specify;
- b. Withhold payments under this Agreement from you until satisfied of the veracity of any of your claims for payment; and
- c. Take such further action as we consider necessary in the circumstances.

A13. CHARGES TO SERVICES USERS

A13.1 You may not charge any Subsidised Resident or any other Person for any Services in respect of which you receive payments under this Agreement.

A13.2 Clause A13.1 does not prevent you from providing or charging any Subsidised Resident for any services that are not covered by this Agreement, provided that such services, and the charges that the Subsidised Resident or any other Person must pay, are set out in the Admission Agreement referred to in Clause D13 of this Agreement.

A14. COST SHIFTING

A14.1 You must not knowingly be party to any arrangement that results in you effectively receiving separate payments, whether from us or any other Person, for the supply of the same Services, or any component of them.

A15. QUALITY ASSURANCE – ACCESS AND PROCESS

A15.1 Record keeping

- a. You must keep and preserve Records and protect the security of them in accordance with your statutory obligations and make them available to us in accordance with our reasonable instructions and our rights to access such Records.
- b. In the event of your ceasing to provide the Services you must:

- i. transfer Records relating to Subsidised Residents to the new provider of services to those Subsidised Residents; and
- ii. where a new provider is providing services at your Facility, transfer all relevant Records to the new provider of services at your Facility; and
- iii. preserve Records not transferred to another provider.

A15.2 Access for Quality Audit

- a. You must co-operate with us fully and allow us, or our authorised agents, access to:
 - i. your premises;
 - ii. all premises where your Records are kept;
 - iii. Subsidised Residents and their families and nominated representatives;
 - iv. staff, sub-contractors or other personnel used by you in providing the Services, for the purposes of and during the course of carrying out:
 - v. any Quality Audit of your Services at your Facility; or
 - vi. any quality audit of another provider who provided services to Subsidised Residents to whom you provide Services, or in respect of whom you hold relevant Records.
- b. You must ensure that any sub-contracting or agency agreements you may enter into in relation to the Services include a provision to the effect that the sub-contractor or agent must co-operate fully with us.
- c. You must ensure that the people appointed by us to carry out the Quality Audit have the access referred to in this clause A15.2, during the hours they are entitled to audit.
- d. For the purposes of clause 15.2(a)(iii), within 3 Working Days after receiving notice of a Quality Audit under clause A15.3(a), or immediately in the case of a Quality Audit under clause A15.3(b), you must provide to us, in writing, the names and addresses of all Subsidised Residents' families and nominated representatives (where you have obtained such information in accordance with clause D13).
- e. We will ensure that the exercise of access under this clause will not unreasonably disrupt the provision of the Services to Subsidised Residents.

A15.3 Notice of Quality Audits

- a. Subject to clause A15.3(b), we will give you 10 Working Days prior notice of any Quality Audit unless we agree to greater notice.
- b. If we believe that delay will prejudice the interests of any Person, we may carry out a Quality Audit without prior warning. If we exercise our rights under this clause, we will give you notice on our arrival at your premises of the scope of Quality Audit to be carried out.

- c. We may also, during the course of a Quality Audit commenced under clause A15.3(b), expand the scope of the Quality Audit to matters not referred to in the notice if desirable, in the opinion of the Quality Auditor carrying out the Quality Audit, to assess whether you comply with your obligations under this Agreement.

A15.4 Times for Quality Audits

- a. Subject to clause A15.4(b), a Quality Audit may be carried out between 9 am and 5 pm on any Working Day and at any other time by agreement.
- b. We may carry out a Quality Audit under clause A15.3(b) at any time on any day where reasonably necessary having regard to the scope of that Quality Audit.

A15.5 Appointment of Quality Auditors

- a. We may appoint our staff or third parties to audit, on our behalf, and at our cost, in relation to any of the matters contained in the Agreement. Each Person so appointed is a Quality Auditor.
- b. We will give you prior written notice of the names of the people to be appointed.
- c. You may object to such appointments where any or all of those people appointed (whether our staff or third parties) have a demonstrable conflict of interest, by advising us of the claimed conflict of interest and providing the evidence which supports your claim.
- d. If we receive advice from you under clause A15.5(c) not less than 5 Working Days before a Quality Audit is to be conducted under clause A15.3(a), we will review the information provided and, if we agree that there is a conflict of interest, the Quality Audit will not proceed until we have appointed a replacement Quality Auditor.
- e. If we receive advice from you under clause A15.5(c) either:
 - i. less than 5 Working Days before a Quality Audit under clause A15.3(a); or
 - ii. in relation to a Quality Audit under clause A15.3(b),

we may conduct the Quality Audit up to and including the preparation of the Draft Findings Report while we review the information provided. If we agree that there is a conflict of interest, we will appoint a replacement Quality Auditor to verify the Draft Findings Report before we prepare the Final Audit Report.

A15.6 Quality Audit process

- a. In carrying out any Quality Audit we may:
 - i. have access to Health Information about any past or current Subsidised Resident;
 - ii. observe the provision or delivery of the Services;
 - iii. interview and/or survey Subsidised Residents and/or their families (including, without limitation, either in writing or by way of an interview); and

- iv. interview and/or survey any staff, sub-contractors or other personnel used by you in providing the Services (including, without limitation, either in writing or by way of an interview),

in accordance with the Privacy Act 1993 and any code of practice issued under that Act covering Health Information held by health providers.

- b. Each Quality Auditor may take copies of any parts of the Records for the purposes of the Quality Audit in accordance with the Privacy Act 1993, and any code of practice issued under that Act covering Health Information held by health providers.
- c. You must allow each Quality Auditor to use any photocopier at your Facility, but you are not required to supply paper. If there is no photocopier at your Facility, we may remove the relevant Records from your Facility for the purposes of copying such Records, and we will return those Records on the same day or, if that is not practicable, within 24 hours or a timeframe agreed between both of us.
- d. For the purposes of clause A15.6(a)(iv), during the course of a Quality Audit you must provide opportunities for the Quality Auditors to interview staff, sub-contractors or other personnel used by you in providing the Services, in private, without you or your Manager being present. At the request of a staff member, sub-contractor or other Person being interviewed, a support person (excluding you or your Manager) may be present at any interview.
- e. On the completion of the Site Visit, the Quality Auditor must discuss the preliminary findings of the Quality Audit with you.

A16. QUALITY ASSURANCE – REPORTING AND COMPLETION

A16.1 Draft Findings Report

- a. We will submit a Draft Findings Report to you within 5 Working Days of the Site Visit.
- b. To the extent that we wish to incorporate in the Draft Findings Report any information provided in interviews conducted under clause A15.6(a)(iii) and (iv) and identify the Person or Persons who provided that information, we will do so only with the prior consent of the Persons concerned.
- c. We will include a fair and reasonable summary of the information provided under clause A15.6(a)(iii) and (iv) as an appendix to the Draft Findings Report.
- d. If you disagree with any of the findings in the Draft Findings Report, you may respond to us within 5 Working Days of receipt of the Draft Findings Report, indicating why you do not agree with the findings.

A16.2 Final Audit Report

- a. We must prepare a Final Audit Report that takes into account your comments on the Draft Findings Report.

- b. The Final Audit Report must include:
 - i. a summary of your comments, if any, on the Draft Findings Report;
 - ii. the Final Findings Report, including a statement as to whether or not you are compliant with your obligations under this Agreement;
 - iii. actions that you must take, if any, to become compliant with your obligations under this Agreement (“compliance requirements”);
 - iv. the timeframe within which you must complete the compliance requirements;
 - v. the actions required to verify that you have met the compliance requirements. This may include a follow up visit by the Quality Auditor.
- c. The Final Audit Report will be sent to you within 20 Working Days of the Site Visit.

A16.3 Provider in default

- a. You are in default if you have not completed a compliance requirement specified in the Final Audit Report within the timeframe set in accordance with clause A16.2(b).
- b. Where you are in default, we may give you notice of default, and such notice shall state:
 - i. where the compliance requirement was to be completed within 2 Working Days, that you have a further period of not less than 2 Working Days from the date of notice of the default to comply with the relevant compliance requirement;
 - ii. where the compliance requirement was to be completed within 2 to 10 Working Days, that you have a further period of not less than 10 Working Days from the date of the notice of default to comply with the relevant compliance requirement; or
 - iii. in all other cases, that you have a further 20 Working Days from the date of the notice of default to comply with the compliance requirements.
- c. If, by the end of any period stated under A16.3(b), you have not completed the compliance requirement(s) in question, we may:
 - i. vary the compliance requirement;
 - ii. extend the timeframe to complete the compliance requirement;
 - iii. withhold payment in accordance with clause A11; or.
 - iv. terminate this Agreement in accordance with clause A24.
- d. When we are satisfied that you have completed all compliance requirements, we will notify you in writing that you are compliant.

A16.4 Material or repeated failure

If in our opinion, based on reasonable grounds:

- a. Your non compliance with your obligations under this Agreement, as stated in a Final Audit Report, is material; or
- b. On the basis of a Final Audit Report and any previous Final Audit Report relating to any previous Quality Audit of your Facility, you have repeatedly failed to comply with your obligations under this Agreement,

we may give you a single period of not less than 20 Working Days to complete any or all compliance requirements specified under clause A16.2(b)(iii), and if by the end of that period, you have not completed the relevant compliance requirements, clause A16.3 shall not apply and, despite clause A17.4, we may terminate this Agreement under clause A24.

A16.5 Advice to Family Members

We may advise a Subsidised Resident's family or nominated representative about the progress of a Quality Audit at any time during the course of or following the Quality Audit where we have serious concerns (based on reasonable grounds) about the health and safety of that Subsidised Resident.

A16.6 A Quality Audit is completed when we notify you that you are compliant.

A16.7 Publication of Final Audit Report

- a. Subject to clause A16.7(b), we may publish the Final Audit Report on our website and in any other medium.
- b. A Final Audit Report will not be published while that Final Audit Report is being reviewed under clause A17 or is the subject of dispute resolution under clause A26.
- c. Subject to the Privacy Act 1993 and any code of practice issued under that Act, you must make the Final Audit Report available to any Person for reading on request.
- d. If a Person requests a copy of the Final Audit Report, you may require that Person to pay reasonable costs for copying.

A16.8 We retain the right to conduct a Quality Audit after this Agreement ends, but only in respect of Services provided prior to termination, or following termination under clause A25.

A17. QUALITY AUDIT REVIEW

A17.1 If you dispute any element of the Final Audit Report, you may apply to us for a review of the Quality Audit.

A17.2 We will review the Quality Audit only if we receive an application for review under clause A17.1 no later than 10 Working Days after the Final Audit Report is sent to you.

A17.3 Quality Audit Review Process

- a. We will notify you that the application for review has been received.

- b. We will request information in relation to the issues raised by you from the Quality Auditors who carried out the Quality Audit.
- c. Our Chief Internal Auditor, or a Person responsible for this function within the Ministry, will review all information relating to the Quality Audit.
- d. Following our Chief Internal Auditor's review, we will discuss our response to the issues raised with you.
- e. Both of us must use our best endeavours to resolve the issues raised by you.
- f. If we agree with any issues raised by you, we will amend the Final Audit Report accordingly.
- g. If you and we are unable to resolve any issue raised within 20 Working Days from the date that we receive your application for review, then either of us may require mediation under clause A26.1(b) and clause A26 will apply accordingly.

A17.4 You must comply with all your obligations, including any compliance requirements issued under clause A16.2(b), while the review process is carried out, but we will not terminate the Agreement under clause A16.3(c) until the review is complete.

A17.5 Where you have complied with any compliance requirements in the Final Audit Report issued under clause A16.2(b) ("the original requirements"), which are amended or removed under clause A17.3(f) ("the amended requirements"), we will reimburse you an amount equal to our assessment of the difference between the reasonable costs of complying with the original requirements and the amended requirements.

A18. FINANCIAL MANAGEMENT AND AUDIT

A18.1 You must operate sound financial management systems and procedures.

A18.2 Where we have serious concerns (based on reasonable grounds) that you are not operating sound financial management systems and procedures, without limiting any of our other rights in this Agreement, we may:

- a. request that you provide, to an independent auditor appointed by us at our cost, within 30 days of our request:
 - i. a copy of your most recent accounts;
 - ii. any previous year's accounts (audited or otherwise, as required by us); and/or
 - iii. a solvency certificate from an appropriately qualified Person; and
- b. .Arrange for that independent auditor to audit:
 - i. the correctness of the information you give us under clause A18.2(a);
 - ii. your calculations of the cost of providing the Services; and
 - iii. your financial position.

A18.3 The independent auditor:

- a. Must not disclose details of your costs of providing the Services; but
- b. May advise us if he or she considers that your financial position may prejudice, or otherwise affect, your ability to carry out your obligations under the Agreement.

A18.4 If the independent auditor so advises us under clause A18.3(b), we may carry out a Quality Audit.

A19. INFORMATION REPORTING REQUIREMENTS

A19.1 You must comply with the information reporting requirements set out in Part 1, Section B of this Agreement.

A20. UNCONTROLLABLE EVENTS

A20.1 The Person affected by an Uncontrollable Event will not be in default under the terms of the Agreement if the default is caused by that Uncontrollable Event. The Person affected 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 impact of the Uncontrollable Event.

A20.2 Neither of us is obliged to settle any strike, lock out or other industrial disturbance.

A20.3 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.

A20.4 Without limiting clause A22, if you are unable to provide any Services as the result of an Uncontrollable Event we may make alternative arrangements suitable to us for the supply of those Services during the period that you are unable to supply them after we consult with you.

A21. REVIEW

A21.1 Each year we will carry out a general review of all agreements between the Ministry and providers for the provision of age related residential care services.

A21.2 Review Process

- a. We will carry out the review in a manner which enables meaningful participation by you and all relevant parties, including other providers and provider representative groups.
- b. We will notify you and all relevant parties in writing of the timeframe and process for the review and the issues we wish to address in the review.
- c. We will ensure that you and all relevant parties have the opportunity to comment on issues raised by us and also to raise any other matters relating to the provision of age related

- d. You may appoint another Person or a provider representative group, to provide comments and otherwise participate in the review on your behalf.

A21.3 We will consider in good faith all comments received from you and all relevant parties, and prepare a report summarising those comments and our views on the issues.

A22. YOUR FAILURE TO MEET OBLIGATIONS

A22.1 Where:

- a. You have, in our opinion (such opinion based on reasonable grounds), committed a breach of your obligations under this Agreement; and
- b. Such breach, in our opinion, requires urgent action to protect the health and safety of Subsidised Residents,

we may, unless such breach is due to an Uncontrollable Event:

- c. Withhold some or all of our payments to you in accordance with clause A11 until you have remedied the breach or until we are satisfied on reasonable grounds that you have taken appropriate steps to ensure that a breach of that nature will not happen again; and
- d. Ourselves take action to remedy the breach, and recover the reasonable costs (including reasonable legal expenses if any) from you, including by deducting such costs and expenses from payments due under this Agreement in accordance with A11.1.

A22.2 Temporary Manager

- a. Without limiting our rights under clause A22.1(d) we may appoint as Temporary Manager for your Facility a Person who is appropriately qualified and experienced in terms of clause D17.2(d)(i) and/or clause D17.3(b)(i) (as applicable). Such Temporary Manager will take over management of the provision of Services, in substitution for and on behalf of you and your Manager for the purpose of remedying the breach referred to in clause A22.1(b).
- b. Where a Temporary Manager is so appointed, you must:
 - i. Allow the Temporary Manager access to your Facility;
 - ii. Ensure that the Temporary Manager is able to carry out his or her duties without disturbance or disruption; and
 - iii. Comply with any direction or instruction given by the Temporary Manager.
- c. Without limiting clause A22.1(d), you will be liable for the reasonable costs of the Temporary Manager managing provision of the Services.
- d. Without limiting clause A28, you must indemnify us for all claims, damages, penalties or losses including reasonable costs (but excluding indirect or consequential losses) arising

A22.3 Removal of Residents

Without limiting our rights under clause 22.1(d), we may enter your Facility for the purpose of facilitating the departure of any Subsidised Resident from your Facility. In this case you must:

- a. Allow us to enter your Facility;
- b. Assist us to communicate with all Subsidised Residents and their families or nominated representatives;
- c. Help us facilitate the departure of Subsidised Residents.

A22.4 For the avoidance of doubt, we may exercise our rights under this clause A22, including our right to appoint a Temporary Manager under clause A22.2, and to enter your premises and remove residents under clause A22.3 at any time during the course of a Quality Audit or Quality Audit Review carried out under this Agreement.

A22.5 You may initiate dispute resolution under clause A26 in respect of any action taken by us under this clause A22, but we are not required to delay or suspend any such action while dispute resolution is proceeding.

A23. VARIATIONS TO THIS AGREEMENT

A23.1 This Agreement may be varied at any time by agreement between both of us and also on the occurrence of any of the following Variation Events:

- a. Where either of us consider that changes occurring as a result of:
 - i. any change in law;
 - ii. any change in the definition of Eligible Person arising from a change in the law after the date on which this Agreement commences;
 - iii. significant changes in the health sector environment or costs that are beyond the control of either of us,will have a material impact on the provision of Services including the costs of providing Services.
- b. Where an Uncontrollable Event occurs. In that case clause A20 will apply in addition to provisions of this clause.

A23.2 On the occurrence of a Variation Event, we will both identify and quantify the impact of the Variation Event and will seek expert advice, if necessary, to assist us in doing so.

A23.3 Where we both agree there is a material impact resulting from the Variation Event, both of us will then seek to agree a variation to this Agreement, which may include, without limitation:

- a. Reconfiguration of any Services; or
- b. Adjustment to costs of or payments in respect of any Services.

A23.4 Where both of us are unable to agree that there is a material impact, or potential material impact resulting from the Variation Event, then the matter may be referred to dispute resolution under clause A26. Where it is determined through the dispute resolution procedure that there is a material impact, or potential material impact, resulting from the Variation Event, the parties shall seek to agree a variation to the Agreement in accordance with clause A23.3.

A23.5 Each of us must negotiate in good faith to reach prompt agreement on any issues, proposed amendments or any alternative proposal.

A23.6 If neither of us can agree on any variation to the Agreement in accordance with clause A23.3 or A23.4 within 2 months of agreement under clause A23.3, or determination under clause A23.4, then either of us may terminate this Agreement by giving 6 months written notice.

A23.7 Despite anything in this Agreement to the contrary, we may vary this Agreement, on written notice, in order to give effect to a change in law or in the definition of Eligible Person arising from a change in the law from the date that change has effect.

A23.8 Any variation to this Agreement must be in writing and, except for a variation made under clause A23.7, signed by both of us.

A24. TERMINATION OF THIS AGREEMENT

A24.1 We may terminate this Agreement by giving you notice in writing if any of the following events occur:

- a. Any licence, registration or certification relating to you, or any facility at which you provide Services, is cancelled, revoked, expires, or is subject to a closing or cessation order; or
- b. You are convicted of any dishonesty offence relating to any claim for payment from any party (not limited to us or our predecessors) whether claimed pursuant to this Agreement or otherwise; or
- c. You have failed to carry out any of your obligations under this Agreement and the failure is material; or
- d. You have failed to carry out any of your obligations under this Agreement, other than in relation to the completion of compliance requirements, and you do not remedy the failure within 20 Working Days of receiving notice of default from us; or
- e. Clause A16.3(c) applies (which relates to non completion of compliance requirements); or
- f. Clause A16.4 applies (which relates to material or repeated failure); or
- g. You are placed in liquidation or a receiver is appointed.

A24.2 For the purposes of clause A24.1(c), a material failure includes, but is not limited to, a breach of any of the following clauses:

- a. Clause A5.5 (notification of change in Eligible Persons in Provider's facilities);
- b. Clause A15.2 (Access for Quality Audit); or
- c. Clause A15.6 (Quality Audit Process).

A24.3 Termination under clause A24.1 takes effect on the day that we give you notice under that clause, or any later date specified in that notice.

A24.4 Either of us may terminate this Agreement by giving 12 weeks notice in writing to the other, unless a shorter notice period is agreed by both of us.

A24.5 If we default in any of our obligations and we fail to remedy the default within 20 Working Days of your giving us written notice of the default you may do any one or more of the following:

- a. seek specific performance of the Agreement; or
- b. seek damages from us; or
- c. seek default interest (calculated at the bill rate plus 2 percent per annum. The bill rate means the average rate per annum (expressed as a percentage) as quoted on Reuters page BKBM (or any successor page displaying substantially the same information) under the heading "FRA" for bank accepted bills having a term of three months as fixed at 10.45 am on the date the default interest under this clause A24.5 is first payable).

A24.6 Nothing in clause A24.5 above affects any other rights you may have against us in law or equity.

A25. CONSEQUENCES OF TERMINATION

A25.1 Immediately following termination of the Agreement:

- a. We will:
 - i. continue making further payments to you under this Agreement in relation to services provided under clause A25.1(b)(i), except where you do not comply with your obligations under clause A25.1(b)(ii) or (iii), but otherwise we will cease making payments to you under this Agreement;
 - ii. inform the affected Subsidised Residents and, as far as practicable, each affected Subsidised Resident's family of the termination of this Agreement;
 - iii. where necessary, facilitate the departure of such Subsidised Residents from your Facility as soon as practicable; and
- b. You will:
 - i. continue to provide Services to each affected Subsidised Resident until those Subsidised Residents leave your Facilities;

- ii. help us facilitate the departure of such Subsidised Residents;
- iii. co-operate with us and our agents accordingly, including allowing us to enter your Facility, communicate with Subsidised Residents and, as far as practicable, supplying us with contact details for such Subsidised Residents' families.

A25.2 Where either of us has given notice in writing under clause A24.4, both of us will use our best endeavours to ensure that, where necessary, both of us have facilitated the departure of any Subsidised Residents in accordance with clause A25.1(a)(iii) prior to the expiry of the 12 week period specified in the notice or as otherwise agreed between both of us.

A25.3 Any termination of this Agreement will not affect:

- a. The rights or obligations of either of us that arose before this Agreement was terminated; or
- b. The operation of any clauses in this Agreement that are expressed or implied to have effect after this Agreement ends.

A26. DISPUTE RESOLUTION

A26.1 If either of us has any dispute with the other under this Agreement then:

- a. Both of us will use our best endeavours and act in good faith to settle the dispute by agreement; and
- b. If the dispute is not settled by agreement within 20 Working Days, then, unless both of us agree otherwise, either of us may (by written notice to the other) require that the dispute be submitted for mediation by a single mediator agreed by both of us, or if both of us cannot agree on a mediator, a mediator nominated by LEADR or if LEADR no longer exists or is unable to nominate a mediator, the President for the time being of the New Zealand Law Society. In the event of any such submission to mediation:
 - i. the mediator will not be deemed to be acting as an expert or an arbitrator;
 - ii. the mediator will determine the procedure and timetable for the mediation;
 - iii. the cost of the mediation will be shared equally between both of us (unless otherwise agreed).
- c. Subject to clause A26.3 if the dispute is not settled by mediation in accordance with clause A26.1(b), then either of us may initiate proceedings in the District Court.

A26.2 Neither of us will initiate any court proceedings during this dispute resolution process, unless proceedings are necessary for preserving the party's rights.

A26.3 Both of us will continue to comply with all our obligations in the Agreement until the dispute is resolved.

A26.4 Except where expressly provided for, this clause A26 will not apply to any dispute concerning:

- a. any variation or review of any part of this Agreement; or

- b. whether or not any Person is an Eligible Person.

A27. INSURANCE

A27.1 You must have comprehensive insurance covering your business throughout the term of this Agreement. You must notify us on request of the insurance cover in place.

A28. INDEMNITY

A28.1 You must indemnify us for all claims, damages, penalties or losses including reasonable costs (but excluding indirect or consequential losses) caused by:

- a. A failure by you to comply with any obligations under this Agreement; or
- b. Any act or omission by you or by any Person for whom you are responsible, where that act or omission occurs in the course of you performing (or failing to perform) an obligation in this Agreement.

A29. WARRANTY

A29.1 Each of us warrant that all material information given to the other is correct, to the best of our respective knowledge and belief.

A30. ASSIGNMENT AND TRANSFER

A30.1 You must not assign this Agreement without our prior written consent, such consent not to be unreasonably withheld. For the avoidance of doubt, we may not withhold consent solely on the basis that we consider there is an oversupply of beds in the Territorial Local Authority Area.

A30.2 Sale or Transfer of Facility

Where you intend to sell, transfer or otherwise dispose of your Facility to which this Agreement relates you must:

- a. notify us in writing of such an intention at least 30 days prior to the date of the intended transfer or disposal of your Facility; and
- b. advise any proposed purchaser or transferee of the Facility that this Agreement will only apply to that Person if we consent to the assignment of this Agreement in accordance with clause A30.

A30.3 You acknowledge that failure to comply with clause A30.2(a) constitutes good reason to withhold consent for the purposes of clause A30.1.

A30.4 We may assign or transfer this Agreement to any DHB at any time without your prior consent.

A31. MISCELLANEOUS

A31.1 Entire Agreement

The Agreement sets out the entire agreement and understanding between us and supersedes all prior oral or written agreements or arrangements relating to its subject matter.

A31.2 Governing Law

The Agreement is governed by New Zealand law.

A31.3 Contracts (Privity) Act 1982

No non-party may enforce any of the provisions in the Agreement.

A31.4 Waiver

Any waiver by either you or us 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 of either you or us to exercise, or a delay in exercising, any right given to it under this Agreement does not of itself mean that the right has been waived.

A31.5 Notices

- a. Any notice must be in writing and may be served personally or sent by security or registered mail, or by facsimile transmission.
- b. Notices given:
 - i. personally are served upon delivery;
 - ii. by fastpost (other than airmail) are served three days after posting;
 - iii. by airmail are served two days after posting;
 - iv. by facsimile are served at the time specified in the facsimile confirmation report of the sending facsimile machine that evidences transmission to the facsimile number of the party receiving notice.
- c. A notice may be given by an authorised officer, employee or agent of the party giving the notice.
- d. The address and facsimile number for each of us shall be as specified in this Agreement or such other address or number as is from time to time notified in writing to the other party.

A31.6 Relationship of Both of Us

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

A31.7 Construction

In this Agreement, unless the context otherwise requires:

- a. "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 permitted consultants, subcontractors, agents, employees and assignees (as the context permits).

- b. “you” and “your” means the provider named in this Agreement, 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.
- d. Words referring to the singular include the plural and the reverse;
- e. Everything expressed or implied in this Agreement that involves more than one Person binds and benefits those people jointly and severally;
- f. “including” and similar words do not imply any limitation;
- g. Clause headings are for reference purposes only;
- h. 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 that incorporates any of its provisions
- i. All periods of time or notice exclude the days on which they are given and include the days on which they expire.

A31.8 Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

Expression	Meaning
Act	The New Zealand Public Health and Disability Services Act 2000.
Agreement	This document, including Part 1 and Part 2.
Care Giver	A Person, other than a Nurse, who is responsible for the day to day care of Residents.
Care Plan	The plan relating to the care of a Subsidised Resident developed in accordance with clause D16
Care Staff	A Nurse or Care Giver.
Commencement Date	The date specified in clause C1.1.
Day	Any day of the week.
DHB	An organisation established under section 19 of the Act.
Eligible Person	An individual who has been assessed as satisfying the criteria set out in clause A5.

Expression	Meaning
Enrolled Nurse	A Person whose name appears on the Roll of Nurses maintained under the Nurses Act 1977, or any Act that supersedes that Act.
Facility	Place specified in clause C1.1 where you provide Services to Eligible Persons in respect of whom you are claiming payment under this Agreement.
General Practitioner	A Person who is registered as a General Practitioner under the Medical Practitioners Act 1995.
Health Information	<p>The following information or classes of information about an identifiable individual:</p> <ul style="list-style-type: none"> • information about the health of that individual, including his or her medical history; • information about any disabilities that individual has, or has had; • information about any health services or disability services that are being provided, or have been provided, to that individual; • information provided by that individual in connection with the donation, by that individual, of any body part or any bodily substance of that individual or derived from the testing or examination of any body part, or any bodily substance of that individual; or • information about that individual that is collected before or in the course of, and incidental to, the provision of any health service or disability service to that individual.
Hospital	A Facility licensed under the Hospitals Act 1957 and the Hospitals Regulations 1993 or certified or registered under any legislation that supersedes the Hospitals Act 1957 or the Hospitals Regulations 1993.
LEADR	An Australasian, not-for-profit membership organisation formed in 1989 to serve the community by promoting and facilitating the use of consensual dispute resolution processes generally known as Alternative Dispute Resolution or ADR.

Expression	Meaning
Manager	An individual who is appointed as manager of your Facility and who is responsible for the day to day activities of the Facility.
Ministry	The Ministry of Health.
Ministry Approved Standards	<p>A standard issued by Standards New Zealand and approved by us from time to time and notified to you. As at the date of this Agreement the Ministry Approved Standards are:</p> <ul style="list-style-type: none"> • Health and Disability Sector Standard NZS 8134:2001 • Infection Control Standard NZS 8142:2000 • Restraint Minimisation and Safe Practice Standard NZS 8141:2000.
Needs Assessment and Service Co-ordination Service	<p>An agency contracted by a DHB or us to provide the following services in respect of a Person's care:</p> <ul style="list-style-type: none"> • Needs assessment; and • Service co-ordination.
Non-subsidised Resident	A Person who is not an Eligible Person but who is a Resident.
Nurse	A Registered Nurse or an Enrolled Nurse.
On-call	A staff member or other Person designated by you who is available to attend to the needs of any Subsidised Resident within 20 minutes after being notified.
On Duty	A staff member who is working in your Facility and is able to attend immediately to the needs of any Subsidised Resident.
Person	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.
Quality Audit	The audit, inspection, evaluation or review of the provision of the Services by you in accordance with clauses A15 to A17 in Part 1.

Expression	Meaning
Records	<p>All written and electronically stored material and all records and information held by you or on your behalf or by your employees, subcontractors, or agents, which are relevant to the provision of the Services, and, for the avoidance of doubt, includes Records transferred to you by other providers relating to services provided:</p> <ul style="list-style-type: none"> • at your Facility by a previous provider; and • to Subsidised Residents at another facility.
Registered Nurse	A Nurse who is registered under the Nurses Act 1977, or any act that supersedes that Act.
Resident	Any Person who resides in any Facility providing Services.
Rest Home	A Facility licensed under the Old People’s Homes Regulations 1987 or a Facility at which a Provider is certified to provide Rest Home Care under any legislation that supersedes those Regulations, and which provides care for Subsidised Residents.
Services	<p>Age related residential care services, including 24-hour provision of hotel services and personal care, provided in accordance with Section D and Section E, of this Agreement in the following categories:</p> <ul style="list-style-type: none"> • Continuing Care (Hospital) • Specialist Dementia • Rest Home.
Site Visit	Attendance by a Quality Auditor at a Provider’s Facility.
Specialist Dementia Services	Services provided in accordance with Part 2, Section E (which relates to specialist care provided to Subsidised Residents suffering from dementia).
Standards New Zealand	The arm of the Standards Council (a Crown entity established under the Standards Act 1988) that develops and sells New Zealand standards.
Subsidised Resident	An Eligible Person who is receiving Services from a Provider.

Expression	Meaning
Tapu/Noa (Sacred/Profane)	The recognition of the cultural means of social control envisaged in tapu and not including its implications for practices in working with Maori Residents.
Temporary Manager	A manager of your Facility appointed by the Ministry in accordance with clause A22.
Uncontrollable Event	<p>An event that is beyond the reasonable control of either of us but does not include:</p> <ul style="list-style-type: none"> a. Any risk or event that the party claiming to have been affected by such a risk or event could have prevented or overcome by taking reasonable care including having in a place a reasonable risk management process; or b. A lack of funds for any reason, other than where we have failed to make a due payment.
Unit	Area of your Facility dedicated to the provision (in accordance with Section E) of Specialist Dementia Services to Subsidised Residents who have been assessed by a Needs Assessment and Service Co-ordination Service as requiring such services.
Working Day	<p>Any day of the week other than:</p> <ul style="list-style-type: none"> a. Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, Labour Day, the Sovereign's birthday, the recognised anniversary of the province where the Facility is located, and Waitangi Day; and b. A statutory holiday day in the period beginning on 25 December in any year and ending with 2 January in the following year.

SECTION B: INFORMATION AND REPORTING REQUIREMENTS

B1. REPORTING REQUIREMENTS

B1.1 You must comply with the reporting requirements set out in clauses D22 and E5 of this Agreement.

B2. REPORTING INTERVALS AND TIMELINESS

B2.1 Where a reporting requirement detailed in clauses D22 and E5 is specified as quarterly, you must report to us in accordance with the following timetable:

Quarter	Due date for Report
1 January to 31 March	20 April
1 April to 30 June	20 July
1 July to 30 September	20 October
1 October to 31 December	20 February

B2.2 Where a reporting requirement detailed in clauses D22 and E5 is specified as annual, you must report by 20 February in respect of the immediately preceding calendar year.

B2.3 Where this Agreement:

- a. commences; or
- b. terminates; or
- c. is varied,

part way through a quarter the report will be for that part of the quarter that falls within the duration of this Agreement.

B2.4 You must notify us if you anticipate that the information will be delayed. We may deem such delay to be a material failure for the purposes of clause A11.2.

B2.5 Without limiting clause A11.2, failure to submit reports in accordance with this Section B and clauses D22 and E5 is deemed to be a material failure for the purposes of clause A11.2.

B3. ACCURACY, CONSISTENCY AND COMPLETENESS

B3.1 The information that you provide should, in all cases, be an accurate, consistent and complete representation of the facts. The information will identify any material inaccuracies or inconsistencies you know about.

B4. READABILITY AND AVAILABILITY

- B4.1 You must provide all information to us in readable format. With each information requirement for a specific piece of information, we will supply you with a template, which describes the method, medium, format, nature, frequency or level of detail required with which you must comply.
- B4.2 If no specific template is supplied by us, you will supply the information on paper as typed text or in an electronic format using file formats supported by the Microsoft Office (Word, Excel, Access) suite of desktop tools.
- B4.3 Both of us may mutually agree to alternative formats other than those specified in clause B4.2 during the term of this Agreement. Such an agreement will be confirmed in writing at least one month before the alternative arrangement is implemented.

B5. FORWARDING YOUR COMPLETED REPORT

You will forward all reports as required by us under this Agreement to:

Monitoring Reports

Ministry of Health

Private Bag 1942

Dunedin

B6. AUDITABILITY AND ACCESSABILITY

- B6.1 The information supplied under this Agreement may be verified by Quality Audit as specified in Part 1, Section A of this Agreement.
- B6.2 You acknowledge that the information that you provide to us must be auditable. All information you provide to us or other agencies under this Agreement, must therefore be produced through a documented process. This documentation shall include:
- a. the definition of data needed to provide information;
 - b. the source of data needed to provide information;
 - c. each Person responsible for the capture of this data;
 - d. a description of manual and automated procedures and processes used to transform this data into the information you provide;
 - e. the procedures that describe how you accurately record client ethnicity;
 - f. the procedures that describe how you ensure the security of information according to the Privacy Act 1993 and any code of practice issued under that Act covering Health Information held by health providers.
- B6.3 You must make available to us the documentation referred to in this clause B6, if so requested by us.

B6.4 You must take all care to ensure that in the event of ceasing to provide the Services, your Records are properly preserved and accessible by us.

B6.5 You must pay the costs associated with the provision of information under this Agreement.

B7. AUTHENTICITY

B7.1 You must provide sufficient identification with the information sent to us, to satisfy us, or any other agency receiving information from you under this Agreements that the information received was sent by you. Unless stated differently in this Agreement, this identification should as a minimum include:

- a. the service specification the information relates to (if applicable);
- b. the date or period the information relates to;
- c. the date the information was provided;
- d. the size (number of records or number of pages) of the complete report including headers and title pages.

B8. AD-HOC INFORMATION REQUIREMENTS

B8.1 We may request from you additional information in relation to you in general or the Services specified in this Agreement. In the request, we will detail the reasons for the request and the intended usage of the required information.

B8.2 You must endeavour to provide us with every reasonable assistance in obtaining the required information.

B9. FEEDBACK

B9.1 We will send feedback reports to you annually.

PART 2: SPECIFICATIONS

SECTION C: PROVIDER SPECIFIC PAYMENTS

C1. SERVICE DETAILS

C1.1 This Agreement applies in respect of the following details:

Provider Legal Entity Name	«PROVIDER_NAME»
Provider Legal Entity Number	«PROVIDER_NUMBER»
Facility Name	[insert Facility name and address]
Service Category Name	
Service Category ID	
Maximum number of Subsidised Residents	[insert maximum]
Commencement Date	1 June 2002

C2. PRICE

C2.1 Details of all prices that apply to the Services are as follows:

Service Category ID	Service Category Name	Bed day Price excl. GST	GST Rate (%)	Payment Type
				CCPS
				CCPS
				CCPS

C3. CALCULATION OF CONTRIBUTION BY US

C3.1 The amount payable by us in respect of each Subsidised Resident is calculated using the following formula:

$$A = (B - C) \times D$$

Where:

- A** Is the daily amount payable in respect of each Subsidised Resident for the Services provided by you to that Subsidised Resident.
- B** Is the daily price payable under clause C2 of this Agreement per Subsidised Resident per Day for the Services.
- C** In the case of a Subsidised Resident who qualifies as an Eligible Person under clause A5.2(b) of Part 1, is the amount the Subsidised Resident can pay or contribute daily to the cost of the Services, which is calculated in accordance with section 69F of the Social

Security Act 1964 and the Social Security (Disability Services – Financial Assessment) Regulations 1994, and which in all other cases is nil.

- D** Is the number of Days that the Services are provided by you to the Subsidised Resident during the period for which payment is made.

C4. CLAIMS PROCESS

C4.1 For the purposes of this clause C4, unless the context indicates otherwise, the following expressions shall have the following meanings:

Expression	Meaning
BCTI	Buyer Created Tax Invoice
Payment Fortnight	In relation to a Rest Home or if you provide Specialist Dementia Services, the fortnight following a Service Fortnight
Payment Month	In relation to a Hospital, the calendar month following a Service Month
PPS	Proposed Payment Schedule
Service Fortnight	If your Facility is a Rest Home or if you provide Specialist Dementia Services, the fortnight during which you have performed Services and in respect of which you are entitled to payment under this Agreement
Service Month	If your Facility is a Hospital, the calendar month during which you have performed Services and in respect of which you are entitled to payment under this Agreement

C4.2 Payment to Hospital Providers

- a. We will provide you, by post or facsimile, with a PPS not later than 2 Working Days prior to the end of the Service Month.
- b. If you do not receive the PPS by the last Working Day of the Service Month, you must notify us immediately. We will send you a copy of the relevant PPS within one Working Day of receiving such notice from you.
- c. The PPS will specify the Subsidised Residents in respect of whom we anticipate we must make payment to you, and the applicable price per Subsidised Resident based on the last months' payment to you.
- d. You shall amend the PPS as necessary and comply with all other instructions on the PPS.
- e. You must verify that the contents of the PPS are correct and return the verified PPS to us by the 10th Day of the Payment Month.

- f. We will send a BCTI to you following receipt of the verified PPS.
- g. We will pay you on the 20th Day of the Payment Month in accordance with the BCTI.
- h. If we do not receive the verified PPS by the 10th Day of the Payment Month, we will not pay for the Service Month until the month following the Payment Month, provided that we receive the verified PPS for the relevant Service Month by the 10th of the month following the Payment Month.

C4.3 Payments to Rest Home Providers and Providers of Specialist Dementia Services

- a. We will provide you, by post or facsimile, with a PPS not later than 2 Working Days prior to the end of the Service Fortnight.
- b. If you do not receive the PPS by the last Working Day of the Service Fortnight, you must notify us immediately. We will send you a copy of the relevant PPS within one Working Day of receiving such notice from you.
- c. The PPS will specify the Subsidised Residents in respect of whom we anticipate we must make payment to you, and the applicable price per Subsidised Resident based on the previous Service Fortnights' payment to you.
- d. You shall amend the PPS as necessary and comply with all other instructions on the PPS.
- e. You must verify that the contents of the PPS are correct and return the verified PPS to us within 5 Working Days of receipt of the PPS.
- f. We will send a BCTI to you following receipt of the verified PPS.
- g. We will pay you in accordance with the BCTI not later than 10 Working Days after we receive the verified PPS.
- h. If we do not receive the verified PPS in accordance with clause C4.3(e), we will not pay for the Service Fortnight until the fortnight following the Payment Fortnight, provided that we receive the verified PPS for the relevant Service Fortnight not later than 15 Working Days after the PPS was sent.

SECTION D: SERVICE SPECIFICATIONS – GENERAL

D1. COMPLIANCE WITH LEGISLATION AND STANDARDS

D1.1 You must comply with all relevant legislation, including, but not limited to:

- a. New Zealand Public Health and Disability Act 2000;
- b. Health and Disability Commissioner Act 1994;
- c. Health and Disability Services (Safety) Act 2001;
- d. Health and Safety in Employment Act 1992;
- e. Health Act 1956;
- f. Hospitals Act 1957;
- g. Medicines Act 1981;
- h. Official Information Act 1982;
- i. Privacy Act 1993;
- j. Food Hygiene Regulations 1974;
- k. Hospitals Regulations 1993; and
- l. Old Peoples Homes Regulations 1987.

D1.2 You must comply with any legislation that supersedes, substitutes or amends the legislation listed in clause D1.1 above.

D1.3 You must comply with all Ministry Approved Standards.

D2. INTERPRETATION

D2.1 Where in Section D and Section E the term “access” is used, in relation to the obligations of a Provider, it means to arrange or facilitate a Subsidised Resident obtaining or receiving goods or services, from another Person, which are not part of the Services (including, without limitation, the goods and services referred to in clauses D14 and D20). You may not charge a Subsidised Resident for such arranging or facilitating, but you are not required by this Agreement to meet the costs of that other Person.

D2.2 Where in Section D and Section E of this Part 2 the term “provision” or “provide” is used in relation to your obligations, it means that you must meet the costs of the goods or services provided and may not charge the Subsidised Resident for such goods or services.

D2.3 Where any reference is made in Section D and Section E of this Part 2 to prescription of, or prescribing by, a General Practitioner, a Registered Nurse (such as a nurse practitioner) may exercise such prescribing powers if legally authorised to do so.

D3. SERVICE PHILOSOPHY

D3.1 You shall ensure that the Subsidised Residents have access to a typical range of life experiences and choices. In providing the Services you must:

- a. Be Resident centred;
- b. Promote the Subsidised Resident's independence;
- c. Promote the Subsidised Resident's quality of life;
- d. Be comprehensive and multidisciplinary;
- e. Centrally involve Subsidised Residents in decisions that affect their lives;
- f. Actively encourage Subsidised Residents to maximise their potential for self help and involvement in the wider community;
- g. Respect the rights of each Subsidised Resident;
- h. Ensure a culturally appropriate service;
- i. Acknowledge, value and encourage the involvement of families/whanau in the provision of care;
- j. Ensure the needs of each Subsidised Resident are met in a caring, comfortable, safe environment that maximises individuality, privacy and health potential; and
- k. Ensure that people who are dying are supported in an environment that provides comfort, privacy and dignity for both the Subsidised Resident and their family/whanau.

D4. SERVICE OBJECTIVES

D4.1 The Services will:

- a. Be relevant to the health, support and care needs of each Subsidised Resident, recognising their cultural and/or spiritual values, individual preferences and chosen lifestyles;
- b. Provide a homelike and safe environment for each Subsidised Resident;
- c. Facilitate and assist the Subsidised Resident's social, spiritual, cultural and recreational needs;
- d. Provide the opportunity for each Subsidised Resident wherever possible, or the Subsidised Resident's representative, to be involved in decisions affecting the Subsidised Resident's life; and
- e. Acknowledge the significance of each Subsidised Resident's family/whanau and chosen support networks.

D5. PROVIDER POLICIES

- D5.1 You must develop and document a philosophy to guide the provision of the Services.
- D5.2 Your philosophy must be available to Subsidised Residents and their families, Persons who are prospective Residents and their families, any service that refers Eligible Persons to you, and Persons engaged to deliver the Services.
- D5.3 Your philosophy must be in a form that meets the communication needs and capabilities of each of the Persons or groups of Persons listed in clause D5.2.
- D5.4 You must develop and document policies, procedures, protocols and guidelines for all elements of the Services that you are engaged to deliver. Such policies shall include, but are not restricted to, policies relating to:
- a. Assessing, managing and monitoring each Subsidised Resident's behavioural problems;
 - b. Clinical procedures relevant to the needs identified in the individual Subsidised Resident's Care Plan;
 - c. A complaints procedure;
 - d. Continence management;
 - e. Health education and disease prevention;
 - f. Management of challenging behaviour;
 - g. Medication management;
 - h. Pain management;
 - i. Personal grooming;
 - j. Personal hygiene;
 - k. Preservation of privacy and dignity;
 - l. Providing culturally safe care;
 - m. Recognition of people's rights;
 - n. Restraint including strategies to minimise the use of restraint;
 - o. Resuscitative status;
 - p. Sexuality and intimacy;
 - q. Spirituality and counselling including availability of chaplaincy;
 - r. Skin management;
 - s. Transportation of Subsidised Residents;

- t. Wound care.

D6. WRITTEN ACKNOWLEDGEMENT FROM NON-SUBSIDISED RESIDENTS

D6.1 You must advise all Non-Subsidised Residents in writing that:

- a. If a Non-Subsidised Resident wishes to become a Subsidised Resident, he or she must satisfy the Eligible Person criteria in clause A5.1, which includes an assessment by a Needs Assessment and Service Co-ordination Service and a financial means assessment under section 69F of the Social Security Act 1964; and
- b. Assessments under clause A5.1 may require some time to arrange, and the conclusion of such assessments may be that the Non-Subsidised Resident is not an Eligible Person; and
- c. You will not be able to claim payments under this Agreement in respect of that Non-Subsidised Resident until he or she has satisfied the Eligible Person criteria in clause A5.1.

D6.2 You must obtain written acknowledgement from each Non-Subsidised Resident that he or she has been advised in writing of the matters referred to in this clause D6.1.

D6.3 As soon as practicable after you become aware that any Non-Subsidised Resident may be an Eligible Person in terms of clause A5, you must advise:

- a. That Non-subsidised Resident; and
- b. The relevant Needs Assessment and Service Co-ordination Service,

that the Non-Subsidised Resident in question may satisfy the Eligible Person criteria set out in clause A5.1.

D7. CODE OF RESIDENTS' RIGHTS

D7.1 You must have a Code of Residents' Rights. Such a code must be consistent with the Code of Health and Disability Services Consumers' Rights.

D7.2 The Code of Residents' Rights must include the Subsidised Residents' rights and responsibilities, information about your complaints system, including how to make a complaint, the role of independent advocacy services and the Health and Disability Commissioner.

D8. CLINICAL RECORD SYSTEM

D8.1 You must ensure that every Care Giver or Registered Nurse maintains a written record of progress for each Subsidised Resident under the care of that Care Giver or Registered Nurse. You must ensure that all Care Giver or Nurse entries are legible, dated, and signed by the relevant Care Giver or Nurse, indicating their designation.

D9. ATTENDANCE BY GENERAL PRACTITIONER OR OTHER HEALTH PROFESSIONAL

D9.1 If a General Practitioner or other health professional has cause to visit a Subsidised Resident, you shall ensure that the General Practitioner or other health professional enters findings, and any treatment given to or ordered for the Subsidised Resident, into the relevant clinical records maintained on site at the time of the attendance. You must ensure that all such entries are legible, dated, and signed by the General Practitioner or other health professional.

D10. HANDOVER REPORT

D10.1 You must ensure that at the commencement of a shift, each Nurse or other Care Giver who will be responsible for providing care to a particular Subsidised Resident receives a report on the status of, and care required for, that Subsidised Resident.

D11. DEATH/TANGIHANGA

D11.1 You must develop and implement policies and procedures to follow in the event of the death of a Subsidised Resident, which include but are not limited to policies regarding:

- a. Immediate action;
- b. Appropriate and culturally sensitive procedures for notification of next of kin or nominated representative;
- c. Any necessary certification and documentation;
- d. Culturally appropriate arrangements in relation to the care of the deceased, until responsibility is accepted by the family or a duly authorised Person.

D12. SERVICE INFORMATION

D12.1 You must make available to Subsidised Residents and their families, Persons who are prospective Residents and their families, and any service who refers Eligible Persons to providers, information regarding the Services that you must provide under the terms of this Agreement.

D12.2 The information shall include, but is not limited to, the following:

- a. The services that you offer;
- b. The location of those services;
- c. The hours the services are available;
- d. How a Resident may have access to those services (for example, whether a referral is necessary);
- e. Resident rights and responsibilities, including a copy of the Code of Health and Disability Services Consumers' Rights;

- f. Availability of cultural support;
- g. After-hours or emergency contacts if necessary or appropriate; and
- h. Any other information that is important for Persons who wish to receive your services.

D12.3 The information must be presented in a manner appropriate to the communication needs and capabilities of the Persons or groups referred to in clause D12.1.

D13. ADMISSION AGREEMENT

D13.1 You must ensure that each Subsidised Resident, or their nominated representative, signs an Admission Agreement on the Day that the Subsidised Resident commences receiving Services at your Facility.

D13.2 The Admission Agreement must contain:

- a. A list of items that are excluded from the Services as set out in clause D14;
- b. Information about charges relating to any services or items, including the items listed in clause D14, that are not covered by payments under this Agreement;
- c. The extent of your liability for damage or loss of the Subsidised Resident's personal belongings, including clothing;
- d. A provision which informs the Subsidised Resident that the contact details of the Subsidised Resident's family members or nominated representatives provided to you by the Subsidised Resident under clause D13.3, may be provided to us for the purposes of this Agreement, including, without limitation:
 - i. during the course of or following a Quality Audit; or
 - ii. if this Agreement is varied or terminated under clauses A16, A23 or A24; or
 - iii. when we take action under clause A 22,and otherwise as permitted by the Privacy Act 1993 and any code of practice issued under that Act covering Health Information held by providers;
- e. The procedure that a Subsidised Resident must follow if he or she wishes to make a complaint about you or any of the services received by Subsidised Resident;
- f. A description of transportation policies, procedures and costs in clause D20.2;
- g. Information relating to the Subsidised Resident's rights in respect of the room where that Subsidised Resident will live, including when that Subsidised Resident is temporarily absent from the Facility.

D13.3 You must use your best endeavours to obtain from the Subsidised Resident the names of members of that Subsidised Resident's family, or a nominated representative, whom we can contact for the purposes referred to in clause D13.2(d).

D14. EXCLUSIONS FROM SERVICE

D14.1 The Services do not include:

- a. Specialised assessment and rehabilitation services – including specialist assessment for, and advice on, rehabilitation and specialised assessment (by accredited assessors) for individual customised equipment via ACC or Ministry funded Environmental Support Services provider.
- b. Customised equipment, accessed through services funded by the relevant DHB or through specialised accredited assessors, such as wheelchairs modified for an individual's use, seating systems for postural support, specialised communication equipment and other customised and personal care and mobility equipment.
- c. The provision of equipment, aids, medical supplies or services that relate to conditions covered by DHB funding except where these have been specified in Section D or Section E as forming part of the Services.
- d. Services such as those provided by dentists, opticians, audiologists, chaplains, hairdressers, dry cleaners and solicitors.
- e. Clothing and personal toiletries, other than ordinary household supplies. However you are responsible for ensuring that these items are purchased by the Subsidised Resident, their family or agent as required and are consistent with the preferences of individual service users.
- f. Charges for toll calls made by the Subsidised Residents.
- g. Insurance of the Subsidised Resident's personal belongings.

D14.2 You must ensure each Subsidised Resident has access to the items set out in clause D14.1.

D14.3 You may supply the items listed in clause D14.1, if the Subsidised Resident chooses to obtain the items from you and, where you have supplied such items, may charge for items so supplied.

D14.4 The Subsidised Resident is responsible for the safety, security, and insurance cover of his or her personal belongings, but you must exercise due care and comply with relevant laws.

D15. ACCOMMODATION, FACILITIES AND EQUIPMENT

D15.1 The buildings, facilities and equipment shall meet the accommodation needs of older people, and reflect the special needs of the Subsidised Residents.

D15.2 Accommodation

You must provide:

- a. Lodging with the use of all furniture, fittings, fixtures, bedding and utensils, except to the extent that Subsidised Residents choose, with your agreement, to use their own furniture and possessions where they can be reasonably accommodated;

- b. A food service of adequate and nutritious meals and refreshments and snacks at morning/afternoon tea and supper times, which as much as possible take into account personal likes/dislikes of the Subsidised Resident, address medical/cultural and religious restrictions and are served at times that reflect community norms;
- c. Cleaning services and supplies that maintain the Facility in a clean, hygienic and tidy state;
- d. Laundry services: You will take all reasonable care to minimise damage to or loss of personal clothing caused by laundering. Your financial liability is restricted to that agreed with the Subsidised Resident in the Admission Agreement between the Subsidised Resident and you;
- e. A garden/outside recreational area that incorporates sheltered seating and is easy to get to. You must maintain the building and outdoor environment in a tidy, usable and safe state; and
- f. The Services in a clean, warm, safe, well-maintained homelike and comfortable environment that respects the Subsidised Residents' privacy, individuality and promotes their well being.

D15.3 Facilities and Equipment

- a. You must provide communal aids and equipment for personal care or the general mobility needs of Subsidised Residents who require them, including (but not limited to) urinals, bedpans, wash bowls, walking frames, wheelchairs, commodes, shower/toilet chairs, raised toilet seats, hospital beds, pressure relief (including mattress, heel protectors and seat cushions), lifting aids and hand rails;
- b. You must at all times have available sufficient clinical equipment for general use to meet the needs of the Subsidised Resident including, but not limited to:
 - i. scissors and forceps for basic wound care;
 - ii. thermometers;
 - iii. sphygmomanometer;
 - iv. stethoscope;
 - v. weighing scales; and
 - vi. blood glucose testing equipment;
- c. You must at all times have sufficient and safe storage facilities for equipment, aids and supplies including the required storage facilities for all types of medications as required by relevant legislation;
- d. You must ensure that radio, television, newspapers, personal mail inwards and outwards and telephones for calls in private are reasonably available to Subsidised Residents; and
- e. You must have procedures in place that ensure the security and safety of the Subsidised Residents and enable Subsidised Residents to enter and leave the Facility as appropriate to their care need level.

D16. INDIVIDUAL SUPPORT & CARE SERVICES

D16.1 Welcoming & Orientating New Residents

- a. You must welcome new Subsidised Residents and assist new Subsidised Residents to adapt to their new residence.
- b. You must ensure that:
 - i. Subsidised Residents are orientated to the physical lay out of the Facility;
 - ii. Subsidised Residents and/or their nominated representative are informed and agree prior to, or on, entry to the Facility of the scope of Services and any liability for payment for items not included in the Services. Such liability must be set out in the Admission Agreement referred to in clause D13 of this Agreement.
 - iii. New Subsidised Residents and/or their nominated representatives receive a copy of the Facility's Code of Residents' Rights.

D16.2 Assessment on Admission

You must ensure that:

- a. The assessment on admission covers the physical, psycho-social, spiritual and cultural aspects of that Subsidised Resident;
- b. Each Subsidised Resident's health and personal care needs are assessed on admission in order to establish an initial Care Plan to cover a period of up to 3 weeks, and that Registered Nurse input and agreement is sought and provided in developing and evaluating the initial Care Plan in order to ensure continuity of relevant established support, care and treatments;
- c. The assessment utilises information gained from the Subsidised Resident, their nominated representative (where applicable), and information provided by the relevant Needs Assessment and Service Co-ordination Service and/or previous provider of health and personal care services along with observations and examinations carried out at the Facility.

D16.3 Care Planning

You must ensure that:

- a. Each Subsidised Resident has a Care Plan;
- b. Each Care Plan is developed and evaluated by a Registered Nurse;
- c. Each Subsidised Resident's Care Plan is amended where necessary to ensure it remains relevant to address the Subsidised Resident's current identified needs;
- d. The Registered Nurse who develops the Subsidised Resident's Care Plan considers the experiences and choices of each Subsidised Resident in accordance with clauses D3 and D4;

- e. Each Subsidised Resident and his or her family/Whanau have the opportunity to have input into the Subsidised Resident's care planning process.
- f. The Care Plan addresses the Subsidised Resident's current abilities, level of independence, identified needs/deficits and takes into account as far as practicable their personal preferences and individual habits, routines, and idiosyncrasies.
- g. The Care Plan addresses personal care needs, health care needs, rehabilitation/habitation needs, maintenance of function needs and care of the dying.
- h. At the time of admission an initial Care Plan is documented in accordance with clause D16.2(b).
- i. A Care Plan is developed and documented within three weeks of the Subsidised Resident's admission.
- j. That a Registered Nurse is responsible for ensuring the plan reflects the Subsidised Resident's assessed physical, psychosocial, spiritual and cultural abilities, deficits and needs.
- k. Each Care Plan focuses on each Subsidised Resident and states actual or potential problems/deficits, and sets goals for rectifying these and detail required interventions.
- l. Short-term needs together with planned interventions are documented either by amending the Care Plan or as a separate Short Term Care Plan attached to the Care Plan.
- m. Care Plans are available to all staff and that they use these Care Plans to guide the care delivery provided according to the relevant staff member's level of responsibility.

D16.4 Evaluation

- a. You must ensure that each Subsidised Resident's Care Plan is evaluated, reviewed and amended either when clinically indicated by a change in the Subsidised Resident's condition or at least every six months, whichever is the earlier.
- b. You shall notify the Subsidised Resident's family members, with the Subsidised Resident's consent, as soon as possible, if the Subsidised Resident's condition changes significantly.
- c. The Subsidised Resident must be referred to the relevant Needs Assessment and Service Co-ordination Service for re-assessment if there is a significant change in that Subsidised Resident's level of need and those needs can no longer be met by you.

D16.5 Support & Care Intervention

- a. Support and care provided by you must be focused on the Subsidised Resident and delivered in a timely and competent manner. Your routines and practices within the Facility must reflect as much as possible community norms, encourage each Subsidised Resident's autonomy, respect their dignity and privacy and meet their cultural requirements, and be documented in the Care Plan.

- b. Your staff must be available at all times to meet the needs of the Subsidised Residents, as identified in the Subsidised Residents' Care Plans and when necessary.
- c. You must provide the following support and care intervention services to all Subsidised Residents:
 - i. supervision, and/or assistance with activities of daily living and personal care as determined by the individual needs of each Subsidised Resident;
 - ii. a designated staff member who is skilled in and accountable for assessment, implementation and evaluation of diversional and motivational recreation programme for each Subsidised Resident;
 - iii. for each Subsidised Resident, a written and implemented social and recreational programme of activities planned to meet the identified interests, stated preferences and level of ability/disability of the Subsidised Resident. You must ensure that this activity programme is evaluated and reviewed each time the Care Plan is reviewed; and
- d. The programme referred to in clause D16.5(c)(iii) shall include group and individual activities and involvement with the wider community. Information related to the preferred activities and level of involvement will be documented in the Subsidised Resident's records.
- e. Primary Medical Treatment
 - i. You must ensure that:
 - 1. each Subsidised Resident is examined by a medical practitioner within 2 Working Days of admission, except where the Subsidised Resident has been examined not more than 2 Days prior to admission, and you have a summary of the medical practitioner's examination notes. After the initial examination, the Subsidised Resident must be examined not less than once a month and as clinically indicated (as assessed by a Registered Nurse) **except** where the Subsidised Resident's medical condition is stable as assessed by the General Practitioner, in which case the Subsidised Resident may be examined by a General Practitioner less frequently than monthly, but at least every three months. This exception must be noted and signed in the Subsidised Resident's medical records by the General Practitioner;
 - 2. the General Practitioner reviews each Subsidised Resident's medication at least every three months. The Subsidised Resident's medication chart must be noted and signed by the General Practitioner at each review; and
 - 3. On-call emergency medical services are available to all Subsidised Residents at all times. All costs of such emergency medical services must be covered by you;

- ii. A Subsidised Resident may choose to be attended by a General Practitioner of their own choice who agrees to visit the Facility and maintain the Facility's medical records as prescribed in this contract. If a Subsidised Resident retains his or her own General Practitioner, that Subsidised Resident is responsible for any cost over and above that which you pay per Subsidised Resident for the General Practitioner contracted by you;
- iii. If a Subsidised Resident initiates a visit from a General Practitioner without the prior approval of the Registered Nurse or Manager, you may require the Subsidised Resident to bear the full cost of the visit if such a visit is not in accordance with clause D16.5(e)(i)(1);
- iv. You must provide the treatment programme prescribed by a General Practitioner to assist the Subsidised Resident to develop and maintain functional ability. This may include such goal and outcome orientated treatment as physiotherapy, respiratory therapy, occupational therapy, speech therapy, dietetics and podiatry. This treatment programme shall be reviewed at such regular intervals as are specified by a General Practitioner, Registered Nurse, or applicable health professional involved in the treatment;
- v. Where a Subsidised Resident requires specialist assessment services (for example, where there has been a marked deterioration in the Subsidised Resident's functionality or health status) and a General Practitioner refers a Subsidised Resident to either:
 - 1. rehabilitation services (for example, assessment, treatment and rehabilitation services); or
 - 2. specialist allied health services available through community health providers, you are not required to provide such services, but must ensure that the Subsidised Resident has access to such services; and
- vi. If you choose to refer the Subsidised Residents to private therapists, the costs of such private therapists must be met by you.

D17. HUMAN RESOURCES

D17.1 You must provide sufficient staff to meet the health and personal care needs of all Subsidised Residents at all times.

D17.2 Rest Homes

- a. In every Facility where there are:
 - i. 10 or fewer Subsidised Residents, there must be a Care Staff member On Duty at all times;
 - ii. up to 29 Subsidised Residents, there must be one Care Staff member On Duty and one Care Staff member On-call at all times;

- iii. more than 30 Subsidised Residents, at least two Care Staff members shall be On Duty at all times;
 - iv. more than 60 Subsidised Residents, at least three Care Staff members shall be On Duty at all times.
- b. Despite clause D17.2(a), where (having regard to the layout of the Facility, the health and personal care needs of Residents and the ease with which the Residents can be supervised) the Registered Nurse or Manager at any time considers that additional staff are required to meet the needs of all Subsidised Residents, you shall ensure that those extra staff are On Duty for the period of time that the Registered Nurse or Manager recommends.
- c. Where you provide more than one category of Services at your Facility one of the staff members may, if qualified, provide On-call assistance in respect of another category of Service, provided that you continue to meet your obligations under clause D17.1.
- d. **Manager**
- i. Every Rest Home must engage a Manager who holds a current qualification or has experience relevant to both management and the health and personal care of older people, and is able to show evidence of maintaining at least 8 hours annually of professional development activities related to managing a Rest Home; and
 - ii. The role of the Manager includes, but is not limited to, ensuring the Subsidised Residents of the Home are adequately cared for in respect of their everyday needs, and that services provided to Subsidised Residents are consistent with obligations under legislation and the terms of this Agreement.
- e. **Registered Nurse**
- You must employ, contract or otherwise engage at least one Registered Nurse, excluding a registered psychiatric nurse, who will be responsible for working with staff and (where that Registered Nurse is not the Manager) the Manager to:
- i. assess Subsidised Residents:
 - 1. on admission;
 - 2. when the Subsidised Resident's health status changes;
 - 3. when the Subsidised Resident's level of dependency changes; and
 - 4. at each 6 month review date in accordance with Clause D16.4(a).
 - ii. develop and/or review Care Plans in consultation with the Subsidised Resident and family/whanau;
 - iii. advise on care and administration of medication, possible side effects and reported errors/incidents;
 - iv. provide and supervise care;

- v. act as a resource person and fulfil an education role;
 - vi. monitor the competence of other nursing and Care Staff to ensure safe practice;
 - vii. advise management of the staff's training needs;
 - viii. assist in the development of policies and procedures.
- f. Where there is more than one Registered Nurse in your Facility, the duties and responsibilities assigned to the Registered Nurse may be shared between the Registered Nurses On Duty over a 24 hour period.
- g. Care Staff for Rest Homes
- i. You must maintain records that document the hours worked by Care Staff in the Facility. The hours documented in the records must list only the actual hours worked by Care Staff in providing the Services at the Facility for which payment is claimed under this Agreement. For the avoidance of doubt, staff hours spent working in flats or apartments associated with the Facility do not qualify as hours spent working in the Facility.

D17.3 Hospitals

- a. In every Hospital:
 - i. there shall at all times be On Duty at least one Registered Nurse, excluding a registered psychiatric nurse;
 - ii. the distribution of Care Staff over a 24 hour period shall be in accordance with the needs of the Subsidised Residents as determined by a Registered Nurse. A minimum of 2 Care Staff are required to be On Duty at all times;
 - iii. the lay out of the Facility must also be taken into consideration when determining the number and the distribution of Care Staff required to meet the needs of the Subsidised Residents under clause D17.3(a)(ii).
- b. Manager
 - i. You must engage a Manager who is either a General Practitioner or a Registered Nurse (excluding a registered psychiatric nurse) and holds a current practising Certificate. The Manager must hold a current qualification or have experience relevant to both management and the health and personal care of older people, and is able to show evidence of maintaining at least 8 hours annually of professional development activities related to managing a Hospital;
 - ii. The role of the Manager includes ensuring the Subsidised Residents of the Hospital are adequately cared for in respect of their everyday needs, and that services provided to Subsidised Residents are consistent with obligations under legislation and the terms of this Agreement.

c. Registered Nurse

Registered Nurses must be employed, contracted or otherwise engaged by you and are responsible for:

- i. the development of an initial Care Plan within 24 hours of admission;
- ii. the co-ordination and documentation of a comprehensive Care Plan within 3 weeks of admission;
- iii. ensuring that the Care Plan reflects the assessments and the recommendation of other health professionals where their input is required;
- iv. on-going re-assessment and review of Care Plans in accordance with clauses D16.3 and D16.4;
- v. implementation/delegation of nursing tasks;
- vi. supervision and provision of care according to each Subsidised Resident's Care Plan;
- vii. acting as a resource person and fulfilling an education role;
- viii. monitoring the competence of nursing and Care Staff to ensure safe practice;
- ix. providing advice and assistance to management on the staff's training needs.

d. If you provide continuing care (hospital) and rest home care at your Facility and

- i. you provide continuing care (hospital) to 10 or less Subsidised Residents; and
- ii. you provide rest home care to more than 30 but not more than 60 Subsidised Residents; and
- iii. those Subsidised Residents all reside on the same physical level of the Facility;

then clause D17.3(a)(i) and the requirement in clause D17.3(a)(ii) that a minimum of two Care Staff be On Duty at all time do not apply for the period between 10.00pm on any day and 7.00am on the next day if, during that period and to the extent permitted by laws relating to the number and qualifications of Registered Nurses on duty at a Facility, there is at least:

- iv. one Care Staff member On Duty in the part of your Facility where you provide continuing care (hospital); and
- v. one Care Staff member On Duty in the part of your Facility where you provide rest home care; and
- vi. one other Care Staff member On Duty, who may be On Duty at both the part of your Facility where you provide continuing care (hospital) and the part of your Facility where you provide rest home care,

provided that at least one of the Care Staff Members referred to in sub-paragraph (iv) or (vi) is a Registered Nurse, excluding a registered psychiatric nurse.

D17.4 Manager of a Facility providing Services in more than one category

Where you provide both Rest Home and Hospital care at the same Facility the Manager, if holding a nursing qualification recognised by the Nursing Council of New Zealand that is relevant to care of older people, may act as Manager of both these Services so long as they are being delivered at a single Facility.

D17.5 Orientation and Competency of Newly Engaged Staff

- a. You must ensure that all newly engaged staff receive a planned orientation programme that familiarises them with your philosophy and vision, physical layout of the facility, their job description, policies, procedures, protocols and guidelines relevant to their engagement and non-clinical and clinical emergency protocols.
- b. You shall ensure all staff who will be in direct contact with the Subsidised Residents have completed education that is related to the care of older people. Those staff who have not completed the training at the time of their appointment must complete appropriate training within six months of appointment. The training must address:
 - i. the ageing process, including sensory, physical, psycho social, spiritual and cultural aspects;
 - ii. practical care skills;
 - iii. awareness of cultural issues;
 - iv. communication, including sensory and cognitive loss and other barriers to communication, communication aids;
 - v. observation and reporting;
 - vi. promotion of independence and recognition of individuality; and
 - vii. understanding of Subsidised Residents' rights.
- c. You may arrange the education referred to in clause D17.5(b) at the Facility or externally. Any staff member carrying out tasks, procedures, or treatment must have demonstrated they are competent at performing the task, procedure and treatment, and follow documented policies, and protocols developed by you to ensure safe practice.

D17.6 Staff Support and Guidance

- a. Any Registered Nurse or health professional carrying out a delegated medical task or a specialised procedure or treatment must have demonstrated prior competency in the task, procedure or treatment, and follow documented policies, and protocols developed by the facility to ensure safe practice.

- b. Where certification is required to carry out a particular task or specialised procedure (for example, an I.V. Certificate), Care Staff must have such certification.
- c. Tasks specified in clause D17.6(a) above shall be carried out in accordance with the relevant accepted ethical and professional standards.
- d. Strategies and/or protocols shall be operational to ensure that advice and/or support is available to On Duty Staff at all times, should the need arise.
- e. You must implement protocols to guide staff managing clinical and non-clinical emergencies.
- f. You must plan and undertake ongoing staff performance appraisals. Such appraisals must be documented at least annually.

D17.7 Ongoing Programme of Staff Development

You must undertake a planned, documented programme of staff development or in-service education, with at least 8 hours of programmes being provided annually, including courses attended other than at the Facility. You must keep a written record of staff attendance at such programmes.

D18. SUPPLIES

D18.1 Emergency Provision of Personal Supplies

You must provide emergency supplies of toothpaste, toothbrush, disposable razors, shampoo, and soap on those occasions when the Subsidised Resident's own supply is not available.

D18.2 Provision of Pharmaceuticals

- a. Your liability for payment of prescribed medication is limited to the payment of the Government's prescription charge, any manufacturer's surcharge and any package and delivery charge by the Pharmacist.
- b. You are also responsible for:
 - i. discussing with the Subsidised Resident's General Practitioner the prescribing of medications that are listed in the pharmaceutical schedule maintained and managed by Pharmac under the Act;
 - ii. encouraging the General Practitioner to prescribe generically to lessen the occasions when a manufacturer's surcharge applies; and
 - iii. informing the Subsidised Resident in writing that they may be required to pay the cost of any pharmaceutical over and above the charges stated above.

D18.3 Provision of Dressing Supplies

You must provide all dressings and supplies used in treatments. These must be of an appropriate standard, as determined by a Registered Nurse, to meet the need of the Subsidised Resident.

D18.4 Provision of Continence Supplies

- a. You must provide continence management products that are of an appropriate standard to meet the assessed needs of each Subsidised Resident, as set out in the Care Plan.
- b. For those Subsidised Residents identified as requiring specialist continence advice and support, you must obtain appropriate continence management advice, which may be (but is not required to be) from the continence advisory service of the community support services.

D19. QUALITY FOCUS AND RISK MANAGEMENT

D19.1 Safety Obligations

- a. You must maximise the safety of Services delivered to Subsidised Residents through implementing operational management strategies/programmes, which includes culturally appropriate care, to minimise risk of unwanted events and enhance quality.
- b. You must protect Subsidised Residents, visitors and staff from exposure to avoidable and/or preventable risk and harm.

D19.2 Safe Practices

You must document and implement policies in relation to:

- a. Infection Control;
- b. Occupational Health and Safety;
- c. Safe food handling;
- d. Safe management and administration of medications;
- e. Safe storage and use of chemicals/poisons; and
- f. Prevention, detection and removal of abuse or neglect of Subsidised Residents, visitors and/or staff.

D19.3 Risk Management

- a. You must document and implement policies, processes and procedures for:
 - i. identifying key risks to health and safety;
 - ii. evaluating and prioritising those risks based on their severity, the effectiveness of any controls you have and the probability of occurrence;
 - iii. dealing with those risks and where possible reducing them;
 - iv. minimising the adverse impact of the internal emergencies and external or environmental disasters on the Subsidised Resident, visitors and staff;

- v. working with the organisations who have responsibility for co-ordinating internal and external (environmental) disaster services;
 - vi. accident and hazard management that safeguard Subsidised Residents, visitors and staff from avoidable incidents, accidents and hazards.
- b. Each policy, process, or procedure developed under clause D19.3(a) must include definitions of all incidents and accidents, and must clearly outline the responsibilities of all staff, including:
- i. taking immediate action;
 - ii. reporting, monitoring and corrective action to minimise incidents, accidents and hazards, and improve safety; and
 - iii. debriefing and staff support as necessary.
- c. For the purposes of clause D19.3(a) key risks include, but are not limited to, the following:
- i. theft/burglary;
 - ii. fire;
 - iii. accidents/incidents;
 - iv. chemicals incidents; and
 - v. disposal of waste.
- d. You must maintain a record of any accidents or incidents, and must notify us immediately of serious accidents or incidents involving or affecting any Subsidised Resident.

D19.4 Quality Improvement Programme

- a. You shall develop and implement a Quality Improvement Programme to enable a high standard of service to be provided in accordance with the Ministry Approved Standards and otherwise in accordance with this Agreement, and to ensure the Services are provided so as to achieve the best outcome for Subsidised Residents.
- b. You must document a Quality Improvement Plan as part of the Quality Improvement Programme and must ensure that such a Plan is implemented, evaluated for its effectiveness, and that any necessary corrective action is taken.
- c. The Quality Improvement Plan must include (but is not limited to):
 - i. an explicit quality philosophy;
 - ii. clear quality objectives;
 - iii. quality improvement risk management systems;
 - iv. systems for monitoring Quality Audit compliance;

- v. designated organisational and staff responsibilities;
- vi. Resident input into Services and into development of the Quality Improvement Plan;
- vii. how you will address Maori issues including recognition of:
 - 1. the Maori Health Plan set out in clause A3; and
 - 2. how the Maori Health Plan put into effect through the provision of the Services.
- d. You are expected to monitor and evaluate the delivery of Services against the Quality Improvement Plan, including standards of service. Such quality monitoring mechanisms must include, but are not limited to, the following:
 - i. Subsidised Resident feedback surveys;
 - ii. quality review procedures as a demonstrable part of service delivery; and
 - iii. external reviews

D20. OTHER SERVICES

D20.1 You must ensure that each Subsidised Resident has access to the services, listed in this clause, as required by the assessed need of each Subsidised Resident:

- a. Needs Assessment and Service Co-ordination Services;
- b. Assessment, treatment and rehabilitation services contracted by us;
- c. Primary care & district nursing services for advice and information sharing;
- d. Laboratory services;
- e. Radiological services;
- f. Dental services;
- g. Specialist medical services;
- h. Podiatry services (not prescribed by General Practitioner);
- i. Maori provider organisations;
- j. The Department of Work and Income;
- k. Social workers;
- l. Advocacy services;
- m. Supporting voluntary organisations such as Alzheimers New Zealand and Stroke Foundation; and
- n. Socialisation outside your Facility.

D20.2 You must meet the costs of transport, including specialised transport required for clinical reasons, to the services in clause D20.1(a) to (h), but are not required to meet the cost of transport to the services listed in clause D20.1(i) to (n).

D20.3 You must inform each Subsidised Resident about any specialist travel and accommodation funding to which that Subsidised Resident may be entitled, and refer them to us or a DHB for information about this funding as appropriate.

D20.4 Accompanying Subsidised Residents

As part of the Services you will:

- a. Use your best endeavours to ensure that Subsidised Residents are accompanied to such appointments by an appropriate relative or friend; or
- b. If a relative or friend is not available, provide staff to accompany Subsidised Residents to appointments with the providers referred to in clauses D20.1(a) to D20.1(h), and any other appointments for which the Subsidised Resident reasonably requires an accompanying Person.

D21. DISCHARGE, TRANSFER OR DEATH OF SUBSIDISED RESIDENT

On discharge you must ensure that:

- a. Appropriate information is supplied to the healthcare facility or principal care giver responsible for the ongoing management of a Subsidised Resident being discharged prior to or at the time of discharge.
- b. Appropriate referrals are made to relevant community services and the Subsidised Resident's chosen General Practitioner in the case of discharge home.
- c. Family/Whanau are involved, unless the Subsidised Resident requests otherwise.

D21.2 Where a Subsidised Resident wishes to depart from your Facility, you must:

- a. Advise the DHB or a Needs Assessment and Service Co-ordination Service as soon as possible after you become aware that any Subsidised Resident wishes to depart your Facility, including where the Subsidised Resident wishes to transfer to another Provider's Facility; and
- b. Facilitate the DHBs or Needs Assessment and Service Co-ordination Service's involvement in that departure.

D21.3 Where you wish to transfer a Subsidised Resident temporarily to the Facilities of another Person, the requirements of this Agreement continue to apply to you in respect of that Subsidised Resident during that Subsidised Resident's temporary residence elsewhere.

D21.4 If a Subsidised Resident wishes to transfer to a new residential care provider of their own volition, you must support the transfer and work with the Needs Assessment and Service Co-ordination Service to effect a smooth transfer of the Subsidised Resident.

D21.5 You must ensure all relevant information relating to the Subsidised Resident is made available to the new provider.

D21.6 You must notify the relevant Needs Assessment and Service Co-ordination Service, the Department of Work and Income, and us of the death of any Subsidised Resident within 24 hours of that Person's death, and comply with your policies and procedures developed under clause D11.

D21.7 Where Subsidised Residents are being removed from your Facility in accordance with clause A25.1, you must ensure that clause D21.5 is complied with.

D22. REPORTING REQUIREMENTS

D22.1 You must comply with the following reporting requirements:

Service Unit	PU Measure	Reporting Requirements	
		Frequency	Information
Aged Residential			
DSS 1006 Continuing Care	Bed Days	Quarterly	<ul style="list-style-type: none"> • Number of bed days occupied by long term Non-subsidised Residents • Number of bed days occupied by long term Subsidised Residents • Total number of available bed days • Percentage of occupancy
DSS1033 Rest Home	Bed Days	Quarterly	<ul style="list-style-type: none"> • Number of bed days occupied by long term Non-subsidised Residents • Number of bed days occupied by long term Subsidised Residents • Total number of available bed days • Percentage of occupancy

SECTION E: SERVICE SPECIFICATIONS – SPECIALIST DEMENTIA SERVICES

E1. INTRODUCTION

E1.1 These specifications are additional requirements for those Providers who provide Specialist Dementia Services under this Agreement. Providers of Specialist Dementia Services must also comply with the specifications set out in Section D of this Agreement.

E2. OBJECTIVE

E2.1 To provide for the safe and therapeutic care of Subsidised Residents affected by dementia in an environment that enhances those Subsidised Residents' quality of life and minimises the risks associated with their "confused" states.

E3. ACCOMMODATION, FACILITIES AND EQUIPMENT

E3.1 Your Unit and the equipment used in the provision of the Services shall meet the special accommodation needs of the Subsidised Residents receiving Specialist Dementia Services and be home-like, comfortable and safe.

E3.2 For people requiring a Specialist Dementia Service, you must ensure that:

- a. Your Unit accommodates no more than 20 Residents, or any higher number either determined under clause A1.5(a) or agreed between both of us. A Subsidised Resident may share a room with another Person of similar age and interests after careful evaluation of the appropriateness of this arrangement, and with the agreement of the Subsidised Resident's family. A written record of the evaluation and agreement must be kept.
- b. The living, bathing, toilet and outdoor areas and dining arrangements of Subsidised Residents receiving Specialist Dementia Services are separate from Subsidised Residents receiving other Services.
- c. There are quiet, low-stimulus areas. Additional nutritious snacks must be available over the 24-hour period.

E3.3 Facilities and Equipment

- a. You must identify the risks for the Subsidised Resident associated with confusional states and minimise such risks.
- b. There must be space inside the Unit to allow maximum freedom of movement while promoting the safety of Subsidised Residents who are likely to wander.
- c. There must be a safe and secure outdoor area that is easy to get to for the Subsidised Residents.
- d. Space and seating arrangements must be such that both individual and group activities are encouraged.

E4. INDIVIDUAL SUPPORT & CARE SERVICES

E4.1 Welcoming & Orientating New Subsidised Residents

You must ensure that:

- a. New Subsidised Residents are welcomed into the Unit and assisted to adapt to their new residence with maximum autonomy and independence.
- b. Subsidised Residents and family/whanau are provided with written information on the service philosophy and practices particular to the Unit including but not limited to:
 - i. the need for a safe environment for self and others;
 - ii. how behaviours different from other Residents are managed;
 - iii. specifically designed and flexible programmes, with emphasis on:
 1. minimising restraint;
 2. behaviour management;
 3. complaint policy.

E4.2 Assessments

You must ensure that:

- a. The Assessment includes identifying behaviour particular to the Subsidised Resident and utilisation of any specialist assessment available. This information can be gained from previous caregivers and, where applicable, the Subsidised Resident's family or nominated representative.
- b. Each Subsidised Resident must have an individual assessment to determine his or her individual diversional, motivational and recreational requirements.

E4.3 Care Planning

You must ensure that:

- a. Staff providing support and care follow the Care Plan for each Subsidised Resident;
- b. The following are included in each Subsidised Resident's Care Plan:
 - i. a description that addresses that Subsidised Resident's current abilities, level of independence, identified needs/deficits, and takes into account the Subsidised Resident's habits, routines, idiosyncrasies, and specific behavioural management strategies;
 - ii. strategies for minimising episodes of challenging behaviours based on assessment and prevention;

- iii. a description of how the behaviour of the Subsidised Resident is best managed over a 24 hour period;
- iv. a description of the activities that meet their needs in relation to individual diversional, motivational and recreational therapy during the twenty four hour period. These activities will reflect their former routines and activities that are still familiar to the Subsidised Resident.

E4.4 Support & Care Intervention

- a. You must ensure that support and care is flexible and individualised, focusing on the promotion of quality of life, and must minimise the need for restrictive practices through the management of challenging behaviour;
- b. You must provide each Subsidised Resident with appropriate activities which ensure diversion at appropriate times during the Day, in accordance with the needs identified in the Care Plan of each Subsidised Resident;
- c. Your staff must build a supportive relationship with the Subsidised Residents. The goals of the supportive relationship are to relieve anxiety and maintain a sense of trust, security and self worth;
- d. You must ensure that involvement of family/whanau and support is promoted at all times.

E4.5 Human Resources

- a. You must provide sufficient staff to meet the health and personal care needs of all Subsidised Residents, at all times.
- b. There must be **at least** one Care Staff member On Duty in the Unit at all times. A second staff member must be available at the Facility (or, where you only provide Specialist Dementia Services, at the Unit) and On-call.
- c. Staffing Requirements for Specialist Dementia Services:
You must employ, contract or otherwise engage:
 - i. a Registered Nurse, who (notwithstanding clause D17.2(e)) may be a registered psychiatric nurse, and who, in addition to the requirements of clause D17.2(e), has had experience and training in the care of older people with dementia and the ageing process; and
 - ii. a designated Person in respect of each Subsidised Resident, skilled in assessment, implementation and evaluation of diversional and motivational recreation, such as a diversional therapist;

- d. You must ensure that:
- i. all staff assigned to work in the Unit receive a planned orientation programme specific to their area of service. This shall include a session on how to implement activities and therapies;
 - ii. all Care Givers directly involved in caring for the Subsidised Resident as at the Commencement Date have, by 1 October 2004 obtained passes in the following unit standards (or any unit standards registered in accordance with the Education Act 1989 on the national qualifications framework in substitution for these listed unit standards):
 1. 17029
 2. 5012
 3. 5019
 4. 5020
 - iii. New Care Givers who are assigned to work in the Unit:
 1. in respect of unit standards 5012, 5019 and 5020, commence study within six months of their appointment and obtain passes in those standards within 12 months of their appointment; and
 2. in respect of unit standard 17029, commence study within six months of obtaining passes in unit standards 5012, 5019 and 5020 and obtain a pass in that standard within 12 months of obtaining passes in unit standards 5012, 5019 and 5020.
 - iv. You must maintain records of staff achievement in such standards.

E5. REPORTING REQUIREMENTS

E5.1 You must comply with the following reporting requirements:

Service Unit	PU Measure	Reporting Requirements	
Aged Residential		<i>Frequency</i>	<i>Information</i>

Service Unit	PU Measure	Reporting Requirements	
Aged Residential		<i>Frequency</i>	<i>Information</i>
DSS 1032 Dementia	Bed Days	Quarterly	<ul style="list-style-type: none"> • Number of bed days occupied by long term Non-subsidised Residents • Number of bed days occupied by long term Subsidised Residents • Total number of available bed days • Percentage of occupancy