

11 December 2019

Mr Bill Douglas



100 Heads Road, Private Bag 3003
Whanganui 4540, New Zealand

Via email: billdouglas@xtra.co.nz

Dear Mr Douglas

Official Information Act Request – Tobacco Control Plan 2018-2020

On 13 November 2019, under section 12 of the Official Information Act, you requested the following information from Whanganui District Health Board (WDHB):

Can you please provide the Report to the Board from the Tobacco Control Group on its Tobacco Control Plan for 2017/18 and 2018/19?

Can you provide the full final board approved Whanganui DHB Tobacco Control Plan for 2018-2020 please ?

Can you provide copies of all contracts associated with tobacco control funding that the Board has with Wicksteed Medical Services Ltd, , Dr John McMenamin , Health Solutions Trust , For 2016/17, 17,18 and 2018/19

This information has been provided unredacted in previous years . The trust lumped funding from the Board and WHRN together which gives an erroneous impression of the funding from the board for smoking cessation and the Additional \$340,000 funding received from the Ministry through their stop smoking service . The trust seems to report it paid the McMenamin family / Wicksteed Trust \$45,000annually in rental for the Quit Clinic .

Can you provide the Price/ volume schedules covering all payments to all Primary Health Organisations by PHO for each of the five years 2015/2016, 2016/2017, 2017/2018, 2018/19 and 2019/20.

Response from the Whanganui District Health Board below:

Can you please provide the Report to the Board from the Tobacco Control Group on its Tobacco Control Plan for 2017/18 and 2018/19?

Whanganui District Health Board meeting papers can be located on the website below.

<https://www.wdwb.org.nz/about-us/board-and-committees/board-and-committee-meetings/board-meetings/>

Can you provide the full final board approved Whanganui DHB Tobacco Control Plan for 2018-2020 please ?

The Tobacco Control Plan is not approved by the Whanganui District Health Board as it is operational issue. A working version of the plan is however attached for your information.

[attachment 1]

Can you provide copies of all contracts associated with tobacco control funding that the Board has with Wicksteed Medical Services Ltd, Dr John McMenamin , Health Solutions Trust , For 2016/17, 17,18 and 2018/19

[attachment 2]

This information has been provided unredacted in previous years . The trust lumped funding from the Board and WHRN together which gives an erroneous impression of the funding from the board for smoking cessation and the Additional \$340,000 funding received from the Ministry through their stop smoking service . The trust seems to report it paid the McMenamin family / Wicksteed Trust \$45,000 annually in rental for the Quit Clinic .

Can you provide the Price/ volume schedules covering all payments to all Primary Health Organisations by PHO for each of the five years 2015/2016, 2016/2017, 2017/2018, 2018/19 and 2019/20.

The information above was provided to you in June 2019 under OIA#12397 dated 12 June 2019.

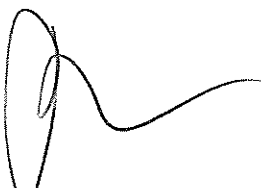
The 2019/2020 contract with the Whanganui Regional Health Network is currently in the variation process and therefore is unable to be provided as no signed agreement is in place.

The NHC contract for primary care services is attached.

[attachment 3]

Should you have any further queries about the above information, please contact our OIA co-ordinator Deanne Holden at deanne.holden@wdhb.org.nz

Yours sincerely



Russell Simpson
Chief Executive

Enclosed:

1. Tobacco Control Plan 2018-2020
2. Letter of Agreement – Vape to Quite 2018-2019
3. NHC Contract for Primary Care Services 357874-05

Attachment 1



Tobacco Control Plan 2018-2020

Whanganui District Health Board



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Introduction

Smoking tobacco contributes to negative health effects including addiction, increased risk of stroke, heart disease and cancers and is the single biggest cause of preventable death in New Zealand.

Exposure to second hand smoke also accounts for significant illness with children and young people most susceptible to conditions caused or exacerbated by tobacco smoke including low birth weight, sudden infant death syndrome and respiratory infections.

The impact for Maori is even greater with smoking rates of Maori almost double that for the rest of the population. Minimising the impact of and preventing the uptake of cigarette smoking are key to preventing illness and death.

While there has been a steady decline in the number of adults who smoke in New Zealand since 1997; from 25-16% of the total population, there are still around 605,000 adults who smoke with between 4500 – 5000 deaths a year due to tobacco use.

The adoption of the Smokefree 2025 goal for New Zealand has set an aspirational target to reduce smoking prevalence and tobacco availability to minimal levels essentially making New Zealand a smokefree nation by 2025. While there has been a significant improvement in the smoking rates over the past ten years, with the current prevalence and trends, the indications are the target will not be met.

1 Background

This document outlines the smokefree strategy for the Whanganui district health board region for 2018-20. The Whanganui Tobacco Advisory Group has led the development of the strategy with input from other key stakeholders and key documents.

The founding Whanganui Tobacco Control Plan 2015-18 outlined the commitment of the district health board to the governments Smokefree 2025 Goal and the importance of reducing the negative health effects of smoking on the population.

This strategy identifies a framework which will focus on reducing tobacco uptake and increasing cessation in priority groups; Maori, Pacific, pregnant women, youth and mental health & addictions. It is intended to achieve this with an increased emphasis on:

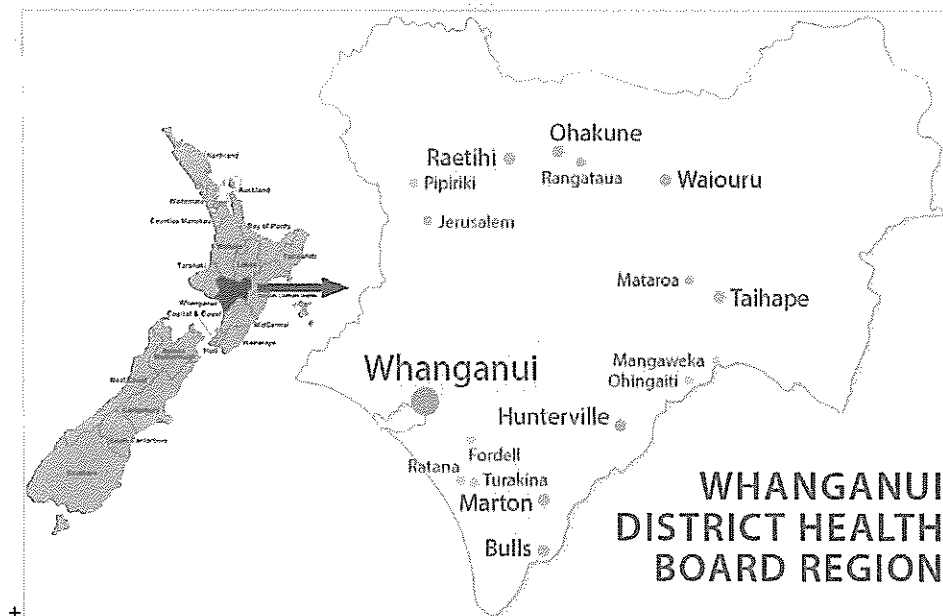
- providing the best support options for quitting
- appropriate education and training for those who support smokers to quit
- community public health messaging
- leadership

There has been significant change in the tobacco control environment in the past three years with the realignment of tobacco services undertaken by the Ministry of Health. The introduction of vaping has begun to change the landscape and provides an opportunity to make a difference in smoking cessation.

2 The Whanganui District Health Board Region

2.1 Location and Boundaries

The Whanganui District Health Board serves a population of 62,445 people with the location and boundaries outlined below:



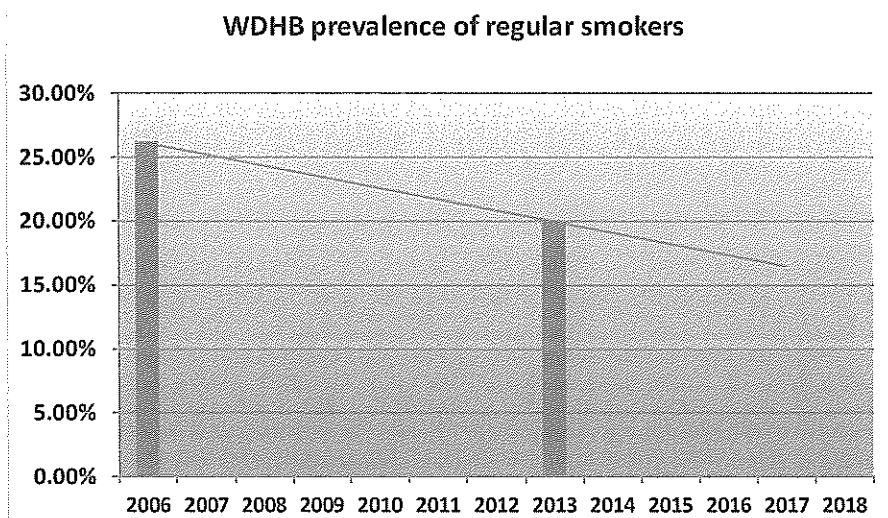
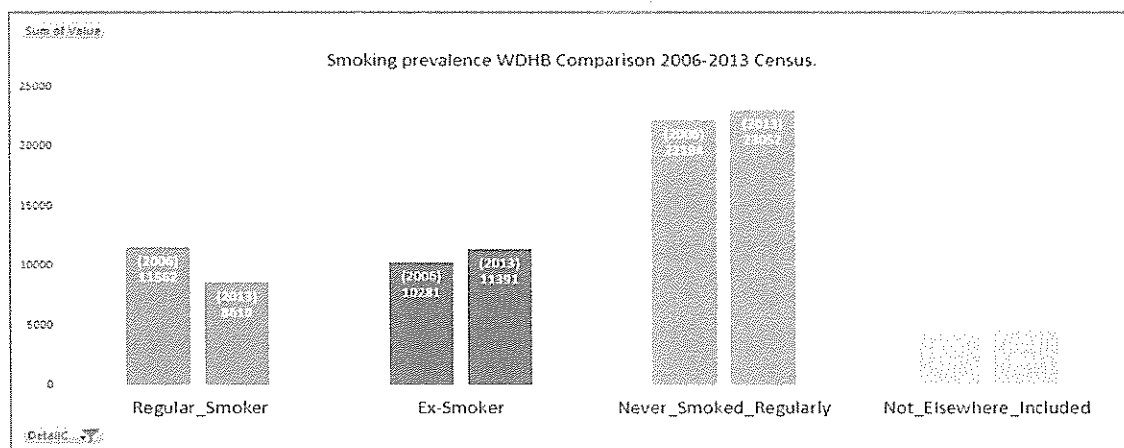
3 Whanganui District Health Board Profile

Whanganui District Health Board (WDHB) has an approximate population of 62,445 with a unique profile compared to the rest of New Zealand including a growing proportion of people over the age of 65 years (26%), higher rates of deprivation (37% in quintile 5), a high and growing rate of Māori (26%) and generally poorer health status. While this presents challenges for the district health board and the community, there are also opportunities to improve the health and wellbeing of the community and reduce inequalities for Māori through support to reduce the impact of smoking.

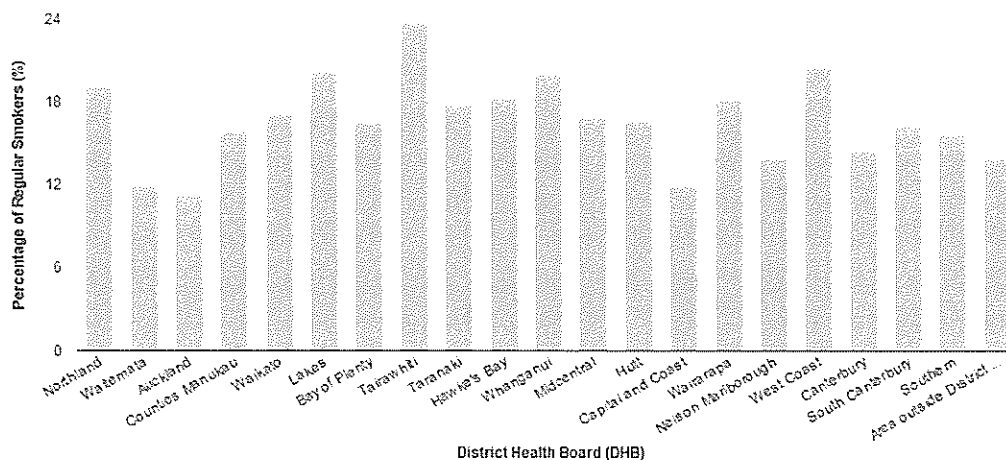
4 What the data shows

4.1 Smoking prevalence

The New Zealand Census data identifies the percentage of regular adult cigarette smokers across New Zealand has declined by 5.6% between 2006 and 2013. For Whanganui, there was a 6.3% reduction as outlined below:



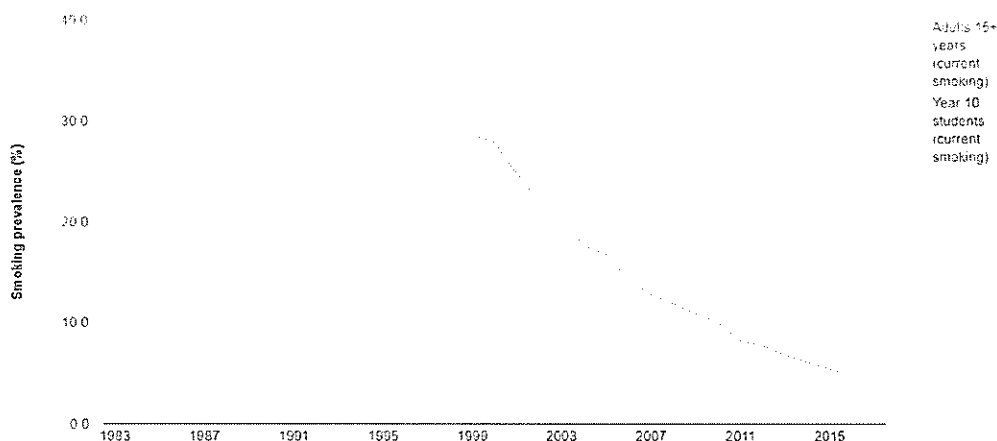
As a district health board region, Whanganui DHB region has a higher percentage of regular cigarette smokers (20.0%) compared to the rest of New Zealand as outlined below. Smoking prevalence is highest in Tairāwhiti (23.7%) followed by West Coast (20.55) and Lakes (20.2%).



*Smoking prevalence by DHB
(Sources: New Zealand Census 2013, Statistics New Zealand)*

4.2 Has smoking prevalence changed?

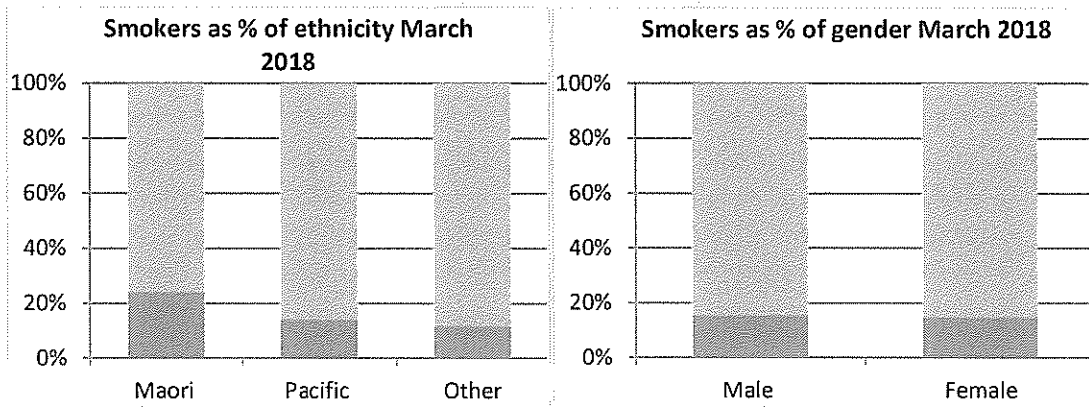
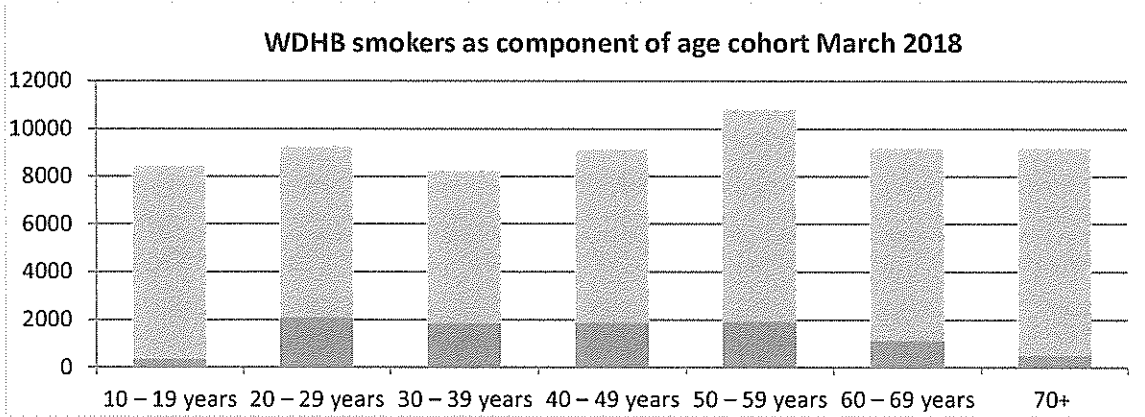
Smoking prevalence among adults has decreased across New Zealand remarkably since the 1980s. In 2012/13, around one in six people aged 15 years or over were current smokers. The rate of current smoking among Year 10 students (aged 14-15 years) has decreased sharply compared to adults since the late 1990s.



*Smoking prevalence in New Zealand from 1983 to 2017
(Sources: AC Neilson; Census, Statistics New Zealand; New Zealand Tobacco Use Survey, Ministry of Health; New Zealand Health Survey, Ministry of Health; Year 10 Snapshot Survey, Action on Smoking and Health.)*

4.3 Current smokers

The primary care data as at 31 March 2018 identifies 9570 smokers recorded for the WDHB region’s enrolled population represented below. For the total number of smokers, 43% identified as Maori, Pacific 2% and Others 55% as outlined:



WRHN & NHC enrolment data March 2018

The challenge for this Whanganui District Health Board is the higher number of Maori within the population who represent 43% of the total current smokers.

5 Priority Populations

The following groups are identified as the priority populations where significant inequalities exist in tobacco use and where there is a higher risk of adverse health related outcomes. These groups required targeted approaches to support the required outcomes.

5.1 Māori

Māori represent 26% of the total population in the WDHB region and 43% of the population who smoke. PHO enrolment data shows that there are 4,111 Māori smokers currently with 78% aged between 20 – 54 years.

5.2 Pacific Peoples

Pacific peoples represent 3% of the total WDH region population and 2% or 195 total smokers with 87% aged between 20-54 years.

5.3 Pregnant women

Smoking during pregnancy increases the risk of harm to the unborn baby through exposure to chemicals contained in the cigarette smoke and can affect growth in the womb by restricting supply of oxygen and nutrients. Pregnant mothers also have an increased risk of miscarriage and premature labour.

Once the baby is born and if exposed to second hand smoke, they have a significantly higher risk of sudden unexpected death of an infant (SUDI). Children whose parents smoke have double the risk of lower respiratory illnesses including bronchitis and pneumonia compared to children of parents who do not smoke.

5.4 Youth

The ASH Year 10 snapshot survey for 2017 identifies that for the Whanganui DHB region, 78.6% of students report never smoking, 5.4% are regular smokers and 3.2% are daily smokers. The current primary care enrolment data shows there are 309 people aged between 10 – 19 years who identified as a regular smoker.

**Whanganui DHB and the ASH Year 10 Snapshot Survey
2003–2017**

Year	n	% Never Smoking		% Regular Smoking		% Daily Smoking	
		DHB	National	DHB	National	DHB	National
2003	756	38.4	42.4	23.2	20.7	14.7	12.1
2004	377	37.1	47.0	24.4	17.6	14.9	9.8
2005	554	51.3	48.4	16.8	16.8	9.8	9.0
2006	364	45.3	54.0	23.4	14.2	17.6	8.2
2007	394	51.5	57.3	18.8	12.8	11.9	7.3
2008	639	51.2	60.7	13.9	11.9	6.4	6.8
2009	543	62.3	64.0	10.3	10.9	3.5	5.6
2010	426	49.1	64.4	18.8	10.0	11.0	5.5
2011	408	63.7	70.4	11.8	8.2	4.8	4.1
2012	211	44.6	70.1	20.4	7.7	10.0	4.1
2013	614	64.8	75.1	9.5	6.8	5.7	3.2
2014	524	67.4	76.9	6.2	6.1	2.7	2.8
2015	489	73.4	78.6	6.3	5.4	3.5	2.3
2016	428	67.5	79.4	6.0	4.7	2.2	2.2
2017	471	78.6	82.0	5.4	4.9	3.2	2.1

Daily smoking include students who report smoking at least once a day
Regular smoking include students who report smoking daily, weekly, or monthly.
n is the number of students participating from the Whanganui DHB area

ASH Year 10 Snapshot Survey 2017

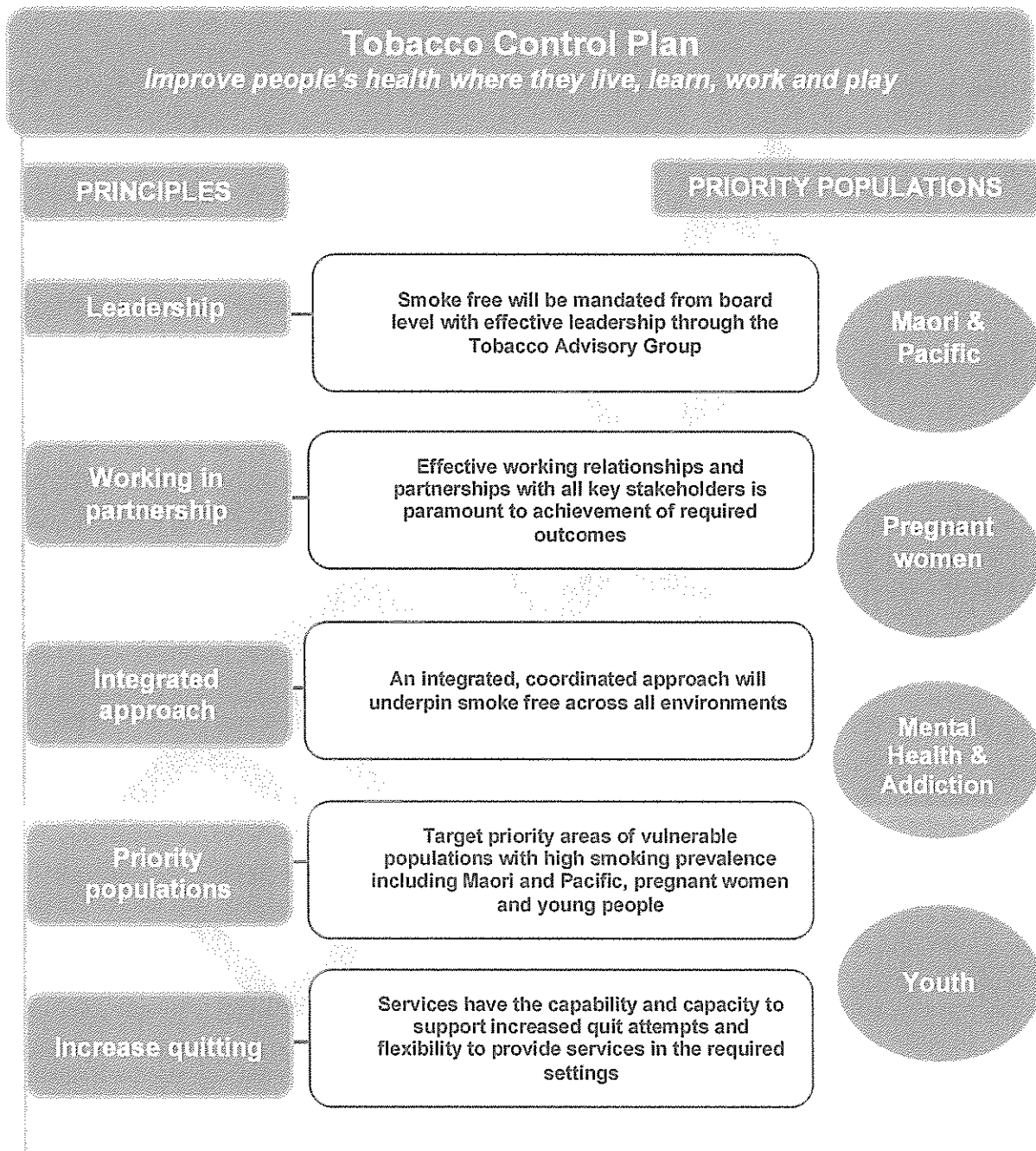
5.5 Mental Health

Smoking amongst people with mental health illness is significantly higher than the rest of the general population. EXPAND

6 Our approach to smoking cessation

6.1 Overview

Tobacco Control in the Whanganui region is guided by the framework below which identifies the principles of integration, leadership and working in partnership. This philosophy underpins the objectives to increase cessation focused on priority populations. The Whanganui regional smoke free strategy aims to achieve the Smokefree 2025 goal through a comprehensive approach to smoking cessation and reduction of smoking uptake



An integrated approach to support people to quit smoking is integral to ensure there is a consistency of messaging, access to a range of smoking cessation options and ensuring a level of training and education to provide a robust framework and provision of services. This approach will target priority areas of vulnerable populations with high smoking prevalence including Maori, Pacific, pregnant women, young people and mental health and addictions clients.

The overarching objectives of this plan are to identify an approach which enables a range of activities to support the following:

- Prevention, preventing smoking uptake by creating an environment where young people choose not to smoke
- Cessation, helping people to stop smoking
- Protection, creating smokefree environments

6.2 Vaping

The use of vaping products has the potential to support smoking cessation with a product that is less harmful than smoking tobacco. The approach is to support vaping within a Vape to Quit framework, recognising the harm reduction benefits even if some smokers continue to vape.

The development of a vape to quit option for smokers who have been unsuccessful with or are unable to use nicotine replacement therapy (NRT) and other medications. Smokers may be recruited for vape to quit from primary, secondary and community care settings and will be supported into Vape to Quit within the Stop Smoking Service. Primary and secondary clinical staff will be provided with education so that they have a good understanding of Vaping including risks and benefits, and Stop Smoking Services will achieve a high level of competence in practical support for Vape to Quit.

6.3 Whanganui Tobacco Advisory Group

The Whanganui Tobacco Advisory Group acts as an alliance for tobacco control in the WDHB region. The purpose of the TAG is to provide leadership and strategic guidance for tobacco control and smoking cessation across the region, to establish and support a collaborative approach and to monitor progress against the Whanganui District Health Board (WDHB) Tobacco Control Plan. The work of the group will be instrumental in supporting progress towards the outcomes of the Tobacco Control Plan 2015-18 which contribute to the overarching goal of Smokefree 2025.

The group's members are appointed for their ability to influence, drive and manage tobacco control strategies in their respective organisations and communities and for their individual experience, knowledge and credibility in representing the key stakeholders. The membership currently includes:

- Te Oranganui Trust
- WDHB Service & Business Planning
- WDHB Public Health Centre
- Whanganui Regional Health Network
- National Hauora Coalition
- Target Champion Primary Care
- WDHB Tobacco Champion
- LMC/Midwife representation
- WDHB Communications
- Whanganui District Council
- Whakauae Research for Māori Health & Development

6.4 Smoking cessation options

The Ministry of Health funds smoking cessation services for the Whanganui region including direct contracts with providers including the district health board. National services are also provided including Quitline. The table below outlines the existing services which provide support to become smokefree.

Provider	Service
Whanganui District Health Board	Brief advice & support to quit
Ngā Taura Tūhono Regional Stop Smoking Service, Te Oranganui Trust & Taihape Health	Free service available across the region offering help to become Smokefree. With advice and support from coaches and nicotine replacement therapy options available, the service is able to guide the community through the journey to become smoke free
Community Pharmacy	Community pharmacies throughout the region offer brief intervention and advice, nicotine replacement therapy (NRT) initiation and referral to Ngā Taura Tūhono Regional Stop Smoking Service
General Practice & Primary Care	General practitioners offer advice and pharmacotherapy support with referral to support and behavioural therapy from Ngā Taura Tūhono Regional Stop Smoking Service
National Quitline	Free ongoing support to quit smoking with a programme which offers phone, online and text support, nicotine replacement therapy and referral to face-to-face services

7 Funding

The Ministry of Health tobacco control contract provides funding to support achievement of the above objectives. The budget for 2018-20 is outlined below:

Description	Budget 2018-19	Budget 2019-20
WDHB Provider Division	\$115,000	\$115,000
Hospital liaison services	\$12,000	\$12,000
Innovation fund	\$60,000	\$60,000
Clinical Champion	\$10,000	\$10,000
Training & development	\$40,000	\$40,000
Primary care cessation support	\$220,000	\$115,000
Integrated communications strategy	\$10,000	-
Community signage	\$10,000	-
Pharmacy nicotine replacement therapy	\$6,000	\$10,000
Tobacco Advisory Group	\$5,000	\$13,000
Stop smoking services leadership	\$36,000	\$36,000

Programme development & coordination		\$107,500
Total	\$524,000	\$518,500

Innovation funding is available for initiatives which support activities required to meet the objectives of this plan. Proposals are invited along with responses to any expressions of interest process undertaken. Each proposal will be assessed by the Tobacco Advisory Group prior to being submitted through the service and business planning funding management group process. This ensures a robust evaluation of proposals including equity assessment.

The Smokefree Collective will identify opportunities for a collaborative approach across key stakeholders to progress actions outlined in the tobacco control plan.

8 Outcomes

The activities identified in the plan are expected to contribute to the following outcomes:

- Reduction in smoking prevalence
- Decreased exposure to second hand tobacco smoke
- Increased cessation across all priority areas
- Reduced smoking initiation in youth
- Increased smokefree environments
- Increased leadership for smokefree
- Increased quit attempts
- Knowledge and attitude change
- Reduced availability of tobacco and visibility of smoking

9 Measures

The following measures will monitor performance towards achievement of the vision and outcomes:

- Number of smokers provided with support to quit by ethnicity
- Reduced proportion of the population who smoke
- HT5: 95% of patients who smoke and are seen by a health practitioner in public hospital will be offered brief advice and support to quit smoking
- HT5: 90% of patients who smoke and are seen by a health practitioner in primary care will be offered brief advice and support to quit smoking
- HT5: 90% of pregnant women (who identify as smokers at confirmation of pregnancy in general practice or booking with a lead maternity carer) will be offered advice and support to quit smoking
- By 2025, less than 5% of the DHB's population will be a current smoker

10 Action plan

The following plan outlines activities to be undertaken to improve performance along with expected outcomes and timeframes for 2018-2019.

Activity	Measured by	Responsibility	Timeframe
LEADERSHIP			
The Tobacco Advisory Group will ensure alignment and integration of tobacco control activities within the region. Sponsorship of strategy and planning endorsed by the Tobacco Advisory Group will be with the relevant contributory			

organisations including WDHB Board, executive management team, WRHN clinical governance group, Te Oranganui and the Whanganui District Council			
<ul style="list-style-type: none"> - Review Tobacco advisory group structure and outcomes against Board and Ministry of Health expectations - Provide clinical leadership and advice to the sector 	Review undertaken	WDHB Service & Business Planning TAG	30 June 2019
WORKING IN PARTNERSHIP – AN INTEGRATED APPROACH An integrated, coordinated approach will underpin smokefree across all environments. Effective working relationships and partnerships with all key stakeholders is paramount to achieve required outcomes. Stakeholder networking is a critical component of working in partnership and will be achieved through the activities of the Smokefree Network including representation from WDHB Public Health, WRHN health promotion, Healthy Families and the Stop Smoking Service. NGOs and other stakeholders may also work in partnership through the Smokefree Network and the Healthy Families Prevention Partnership			
<ul style="list-style-type: none"> - Engage with sectors outside of health to support development of smokefree leadership in other settings - Identify community champions and provide support to develop locally led relevant and effective smokefree solutions - Development of smoke free support package for WDC owned facility use and WDC funded/sponsored events - Community signage implemented to support the Smoke/vape free policy 	Signage installation completed Toolkit developed	Health Promotion TAG Smokefree Network	30 June 2019
INCREASE QUITTING Services have the capacity & capability to support increased quit attempts			
<ul style="list-style-type: none"> - Delivery of ABC in clinical practice and other settings - Undertake independent survey of stop smoking service users to inform appropriate support needs - Review & implement efficient systems and processes to support referrals to and engagement with local stop smoking services 	Health target 90%	General practice Stop Smoking Services Healthy Families	30 June 2019
PRIORITY POPULATIONS			
Mental Health <ul style="list-style-type: none"> - Work with mental health community providers to become smokefree including vaping as an alternative - Explore development of smoke free plans for persons engaged with all mental health services (inpatient, specialist services, primary and NGOs) 		Smokefree Project Lead	30 June 2019
Maori <ul style="list-style-type: none"> - Support development of relevant cessation messaging for rangatahi - Review further integration of Whanau ora centered approach to engage Maori/Pacific 		TAG Health Families Project	
Pregnant women <ul style="list-style-type: none"> - reduce smoking in pregnancy & increase the number of Maori babies living in smokefree homes 	Smoking status of pregnant women	Smokefree Project Lead	31 March 2019

<ul style="list-style-type: none"> - Consider recommendations from Maternal Smoking Research Project - Explore including smoking questions in Whanganui DHB maternity survey - Review current incentive program for pregnant women to consider vape to quit program - Provide vaping education and support for LMCs & health workforce - Undertake stock take of smoking cessation services targeting pregnant women and provide information to LMCs, Well Child Tamariki Ora services, core midwives and Iwi providers 	<p>Mothers are smoke free at two and six weeks post natally</p>	<p>Stop Smoking Services</p> <p>Smokefree Project Lead</p>	
<p>Youth - Prevent uptake and increase cessation support</p> <ul style="list-style-type: none"> - Identify opportunities including linkages with Youth Services Trust to support youth to cessation support 		<p>Service & Business Planning</p>	
<p>TRAINING</p> <p>Appropriate education and training is provided for those who support smokers to quit</p>			
<ul style="list-style-type: none"> - Vape to quit education and training requirements are identified and provided - Updated education and training for Stop smoking service providers and those working with priority group populations - Support training and development of providers focusing on those working with priority groups, Maori, Pacific, pregnant women and mental health 	<p>Training plan developed</p>		<p>30 June 2019</p>
<p>VAPING</p>			
<ul style="list-style-type: none"> - Develop a vaping framework - Establish working relationship with vape provider to support stop smoking programme 			
<p>2019-2020</p>			
<p>Undertake external evaluation to inform development of a framework / model underpinned by Whānau Ora concept to shift focus from smoking cessation to providing person-centred pathway to smokefree and including a shift from cessation focus to addressing barriers to quit</p> <p>Explore Whānau Ora approach based on learnings & recommendations from the Kaiwhakatere Oranga initiative (kaiawhina) in priority areas, Maternity, Māori, Mental Health and Stop smoking services</p> <p>Introduce motivational interviewing training in priority areas including maternity settings</p> <p>Implement automatic referral of all pregnant women who smoke to stop smoking services from lead maternity carers</p>	<p>Framework developed with timeframes for activity</p> <p>Training programme identified</p> <p>Referral pathway established</p>	<p>TAG</p>	<p>Q2</p> <p>Q2</p> <p>Q3</p>

<p>Identify an integrated primary care approach within current programmes including healthy homes, outreach, pregnancy & parenting to include linkages and support to stop smoking services</p> <p>Undertake cessation opportunities in other settings including workplaces, Marae and sports venues, targeted at priority groups</p> <p>Identify support for and active engagement with rangatahi targeting high risk & need e.g. within alternative education settings</p> <p>Work alongside interagency networks, communities and key settings to raise awareness on the importance of quitting / smokefree</p> <p>Localise smokefree messaging targeting priority groups</p>	<p>Collective communications plan developed</p>		<p>Q3</p>
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26 July 2018

Dr John McMenamin
Health Solutions Trust
Wicksteed Street
Whanganui 4540

Dear John,

LETTER OF AGREEMENT FOR FUNDING OF

This letter records our agreement for Health Solutions Trust (you or your) to provide the Whanganui District Health Board (us, our or we) with the Vape to Quit services described in this letter of agreement ("the services").

The Services

1. You will deliver the services detailed in this letter of agreement.

Provision of Services

2. You must provide the Services and conduct your practice or business in a prompt, efficient, professional and ethical manner and consistently with:
 - a. all relevant strategies issued under the New Zealand Public Health and Disability Act 2000 (the "Act");
 - b. our Objectives as set out in Section 22 of the Act, our district strategic plan, annual plan and settlement of intent, and any directions or requirements given to us by the Minister of Health under Section 32 or 33 of the Act; and
 - c. all relevant Law.

Reports on the services

3. You will report on your delivery of the services as specified in the service specification attached to this letter of agreement.

Payment

4. In consideration for providing the services, we agree to pay you [REDACTED]
5. If we do not receive an invoice from you by the dates set out in the Payment Schedule below, then we will pay you within 20 working days after we receive the invoice. Your invoice should be made out to the funder (the DHB) of this Agreement and send all invoices to Finance Department, Whanganui DHB, Private Bag 3003, Whanganui for payment.

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:	Amount (excl GST)
20 September 2018	31 August 2018	01 August 2018 – 30 November 2019	
20 January 2019	31 December 2018	Following receipt of reporting confirming completion pilot, results, outcomes and future expectations	
Total			

6. The fee is GST exclusive and you have agreed to be responsible for all taxation liabilities and all other costs and expenses arising in relation to the services and the payment made to you.
7. In relation to GST you agree and understand that if you do not provide a tax invoice acceptable to the Inland Revenue Department, you will not be paid GST on the agreement price.

Term

8. This letter of Agreement commences on 1 August 2018 and will expire on 30 November 2018

Professional care and diligence

9. You agree to exercise all due professional care and diligence in the performance of your obligations under this Agreement in accordance with the standards of skill, care, and diligence normally practised by suitably qualified and experienced contractors in performing services of a similar nature.
10. You agree that if you fail to complete the services or meet the required performance measures and timelines or if you fail to exercise all due professional care and diligence in the performance of your obligations under the agreement, the fee payable under this Agreement may be abated or withheld by us.
11. We may require errors, omissions, defects, or faults in the services to be corrected at any time up until one month after purported completion of the services.
12. You agree that you will not at any time disclose to any person otherwise than is necessary for this Agreement or as required by law, any information you acquire for the purposes of providing and completing the services.

Audit

13. You and your permitted sub-contractors must allow us and our authorised agents, access on 24 hours' notice to:
 - a. your premises;
 - b. all premises where the Records are kept; and
 - c. staff, sub-contractors or other people used by you in providing the Services, and allow us to interview any staff, subcontractors and the people you supply Services to (and their families) for the purposes of carrying out an audit of your performance and compliance with this agreement.
14. Our right to audit under this clause continues after this agreement ends but only to the extent that it is relevant to the period during which this agreement exists.

Indemnity

15. You shall indemnify us in respect of costs and damages associated with any legal liability that results from your acts or omissions, where those acts or omissions were not authorised by us.

Intellectual property

16. All physical and intellectual outputs produced for the purposes of providing and completing the services shall be the property of Whanganui DHB (*for the avoidance of doubt this includes, without limitation, all reports, papers, electronic documents (including computer software), and recordings*).

No assignment

17. You agree not to assign, delegate, or transfer your obligations under this Agreement without our specific written approval.

Termination

18. This agreement can be terminated by either party with five working days' notice in writing if:


- a. The activities agreed in the proposal are unable to be carried out with funds being returned to the Whanganui DHB on a pro-rata basis based on the date of termination; or
- b. The Whanganui District Health Board and or the Stop Smoking Service has breached any of the terms of this letter of agreement and fails to remedy the breach within ten working days of notice in writing from you requiring the breach to be remedied.

Entire agreement

19. This letter sets out the entire agreement between us, and supersedes all prior oral and written representations, understandings, arrangements or agreements.

To formally record your agreement to the terms and conditions set out in this letter would you please sign and date both copies of this letter, initial all pages except this page, and return the Agreement to the Contracts Administrator, Whanganui DHB using the enclosed envelope. The letters will be countersigned and one returned to you for your records.

WHANGANUI DHB representative

(Signed): 

(Name): *Roweraki*

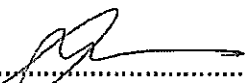
(Designation): *Item General Manager Service - Business Plan*

(Date): *10-9-2018*

Provider to sign and date

By signing below you acknowledge that you have read and understood the terms and conditions set out in this letter, and agree to be bound by them.

PROVIDER NAME

(Signed): 

(Name): *Dr J P McMenamin*

(Designation): *Clinical Director Hau NZ Soluton Trust*

(Date): *31/8/2018*

SERVICE SPECIFICATIONS

This Letter of agreement records the terms on which certain deliverables and related support services will be provided by Health Solutions Trust (**Service Provider**) to Whanganui District Health Board (**WDHB**).

SERVICES

The intent of the pilot study is to engage pregnant women with the stop smoking service and provide vaping products, quit coaching and group peer support for the women to become smoke free.

A focus of the Whanganui Tobacco Control Plan is to increase cessation in priority groups including pregnant women and this programme is expected to identify an appropriate vape to quit option for our community.

The Whanganui Tobacco Advisory Group has endorsed this pilot as part of the increased focus on vape to quit as a smoking cessation option.

FUNDING

Funding for this service is for the total of [REDACTED] exclusive of GST. Payments will be in two instalments.

The first instalment will be [REDACTED] exclusive on receipt of a tax invoice, received by 31 August 2018. The second instalment will be the remaining [REDACTED] GST exclusive on receipt of a tax invoice, following receipt of a report confirming completion of the pilot including results, outcomes and future expectations.

Variation to Agreement

between

Whanganui DHB

NZBN: 9429000097970

Private Bag 3003
Whanganui Mail Centre
Whanganui 4540

Ph: 06-348 3072
Fax: 06-348 1315

Contact:

Steve Carey

and

National Hauora Coalition Limited

Primary Care Services

PO Box 104221
Lincoln North
Auckland 0654

Ph: 09-950 3325
Fax: 09-950 3326

Contact:

Lorraine Hetaraka-Stevens

CONTENTS OF THIS AGREEMENT

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A: SUMMARY

A1 Definitions

- a. "we", "us", "our" means Whanganui DHB
- b. "you", "your" means National Hauora Coalition Limited
- c. "either of us" means either we or you
- d. "both of us" means both we and you

A2 The Agreement

In 2017 both of us entered into a Health and Disability Services Agreement (the Agreement). The Agreement commenced on 1 April 2017 and ended on 30 June 2017 and was numbered (949081 / 357874/00).

A3 Variation

This is the 05 variation to the Agreement and extends the Agreement term and changes the Agreement price. This variation to the Agreement begins on 01 July 2019 and ends on 30 June 2020.

A4 Section B

The attached Section B includes all of the adjustments to this Agreement as a result of this variation.

A5 Remainder of Agreement

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

A6 Signatures

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

For Whanganui DHB:

For National Hauora Coalition Limited:

 (signature)

 (signature)

Name PAUL MALAN

Name Simon Royce

Position GENERAL MANAGER

Position CHIEF EXEC

Date 06-Sep-2019

Date 20 Sept 2019

B: PROVIDER SPECIFIC TERMS AND CONDITIONS

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

Legal Entity Name	National Hauora Coalition Limited
Legal Entity Number	949081
Contract Number	357874 / 05
Variation Commencement Date	01 July 2019
Variation End Date	30 June 2020

B2 Details of all purchase units which apply to this Variation

Purchase Unit (PU ID)	Volume	Unit Price excl. GST (per PU)	Total Price excl. GST (UP x V)	GST Rate (%)	Payment Type
MS02016 Skin lesion removal - simple	141			15	CMS
PHOMH001 Drivers of Crime Alcohol Brief Intervention in Primary Care	125 per annum			15	CMS
C01013 Well Child Services – B4 School Checks	90 per annum			15	CMS
NCSP-46 Screening Programmes - Smear Taking	136 per annum			15	CMS
NCSP-44 Invitation & Recall – Discretionary smears	21 per annum			15	CMS
M20020 Local Diabetes Team	n/a			15	CMS
PHOMH001 PHCS MH Initiatives and Innovations	n/a			15	CMS
PHOMH002 YMH Project: Youth MH service 12-19 years	n/a			15	CMS
PHOS0018 Zero Fees for Under 14s	n/a			15	CMS
Total price for the Service Schedule					

PAYMENT DETAILS

B3 Price

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

B4 Invoicing

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

- a. provider name (legal entity name)
- b. provider number (legal entity number)
- c. provider invoice number
- d. contract number
- e. purchase unit number or a description of the service being provided
- f. date the invoice is due to be paid/date payment expected
- g. dollar amount to be paid
- h. period the service was provided
- i. volume, if applicable
- j. GST rate
- k. GST number
- l. full name of funder

If we do not receive an invoice from you by the date specified in the payment schedule below, then we will pay you within 20 days after we receive the invoice.

B5 Invoicing Address

Send invoices to:

providerinvoices@health.govt.nz

or post to:

Provider Payments
Ministry of Health
Private Bag 1942
Dunedin 9054

B6 Payment Schedules

- B6.1 PHOMH001 Drivers of Crime Alcohol Brief Intervention in Primary Care
C01013 Well Child Services – B4 School Checks
NCSP-46 Screening Programmes – Smear Taking
NCSP-44 Invitation & Recall – Discretionary smears
MS02016 Skin lesion removal – simple
PHOS0018 Zero Fees for Under 14s

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
20 August 2019	31 July 2019	July 2019
20 September 2019	31 August 2019	August 2019
21 October 2019	30 September 2019	September 2019
20 November 2019	31 October 2019	October 2019
20 December 2019	30 November 2019	November 2019
20 January 2020	31 December 2019	December 2019
20 February 2020	31 January 2020	January 2020
20 March 2020	29 February 2020	February 2020
20 April 2020	31 March 2020	March 2020
20 May 2020	30 April 2020	April 2020
22 June 2020	31 May 2020	May 2020
20 July 2020	30 June 2020	June 2020

- B6.2 M20020 Local Diabetes Team
PHOMH001 PHCS MH Initiatives and Innovations
PHOMH002 YMH Project: Youth MH service 12-19 years

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:	Amount (excl GST)
20 August 2019	31 July 2019	July 2019	
20 September 2019	31 August 2019	August 2019	
21 October 2019	30 September 2019	September 2019	
20 November 2019	31 October 2019	October 2019	
20 December 2019	30 November 2019	November 2019	
20 January 2020	31 December 2019	December 2019	
20 February 2020	31 January 2020	January 2020	
20 March 2020	29 February 2020	February 2020	
20 April 2020	31 March 2020	March 2020	
20 May 2020	30 April 2020	April 2020	
22 June 2020	31 May 2020	May 2020	
20 July 2020	30 June 2020	June 2020	
Total			

B7 Health Emergency Planning

- a You must develop a Health Emergency Plan to ensure that your clients/patients and staff are provided for during a Health Emergency and ensure that this is reviewed periodically to maintain currency.
- b The plan must identify your response to a worst case scenario pandemic event (40% of the population affected with 2% death rate).
- c A copy of the plan shall be made available to the DHB on request and will be consistent with the DHB's pandemic and emergency plans (available from the DHB).
- d When requested by the DHB you will be involved in processes to ensure that emergency responses are integrated, coordinated and exercised. The level of

participation required will be reflective of the nature of the services you provide and the expected roles and services in an emergency situation.

B8 Children's Act 2014

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

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

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

Child Protection Policy

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

Worker Safety Checks

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

B9 Healthy Food and Drink

Policies

Healthy eating is essential for good health and wellbeing, and supports a healthy productive workforce. We wish to support healthy eating and healthy weight for all New Zealanders by ensuring health service providers have suitable healthy food and drink policies.

To support the health and wellbeing of your staff, service users and visitors, you will establish and implement a Healthy Food and Drink Policy. The Policy will be consistent with the Ministry of Health's Eating and Activity Guidelines. An example policy for organisations is available from the Ministry of Health website.

B10 Variation

This variation is to extend the term of the agreement for a further twelve months to 30 June 2020, updates the threshold clause and contract reporting contact details, adds additional funding of 1.78% for contribution to cost pressures and rebases prices to reflect the updated enrolment distribution.

All other terms and conditions remain unchanged

Threshold clause

The contract will be re-based annually to reflect enrolment distribution based on the Ministry of Health PHO IDF report as at the April-June quarter with no wash up payment made.

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

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

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