

Variation to Agreement

between

«DHB_name» DHB

Contact: «Contract_Deputy»

and

«Provider_name_»
«Trading_As»
«Contract_name»

«Provider_Address1»

«Provider_Address2»

«City»

Contact: «Contact_Name»

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A: SUMMARY

A1 Definitions

- a. "we", "us", "our" means «DHB_name» DHB, and in respect of the period up to 1 October 2003, means the Ministry of Health
- b. "you", "your" means «Provider_name_» «Trading_As»
- c. "either of us" means either we or you
- d. "both of us" means both we and you
- e. "Agreement" means the agreement specified in clause A2
- f. "Variation" means this variation agreement
- g. "Working Day" means any day of the week other than:
 - (i) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, Labour Day, the Sovereign's birthday, the recognised anniversary of the province where you are located, and Waitangi Day; and
 - (ii) A public holiday day in the period beginning on 25 December in any year and ending with 4 January in the following year.

A2 The Agreement

In «Year_of_start_Date» both of us entered into an Agreement for the provision of Age Related Residential Care ("the Agreement"). The Agreement commenced on «Contract_Start_date» and is numbered («Provider_Number» / «Contract_Number»/00).

A3 Variation

This Variation varies the Agreement as set out in Section B of this Variation.

A4 Commencement Date

- A4.1 Provided we have received this Variation signed by you before 5pm on 23 June 2008, this Variation will take effect from 1 July 2008.

A4.2 If we do not receive this Variation signed by you before 5pm on 23 June 2008, this Variation will take effect as if the Variation was signed by both of us on the first day of the month following the month we receive the Variation signed by you.

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 Section B of this Variation.

A6 Signatures

For «DHB_name» DHB:

For «Provider_name_» «Trading_As»:

_____ (signature)

_____ (signature)

Name

Name

Position

Position

Date

Date

B: CHANGES TO THE AGREEMENT

B1 Changes to Clause A1 – Agreement and Term

B1.1 Clause A1 is amended as follows:

a. Clause A1.1 is omitted and the following is substituted:

“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 C1.1 on the terms and conditions set out in this Agreement, which you and we enter into under section 25 of the New Zealand Public Health and Disability Act 2000 (the “NZPHD Act”).”

b. Clause A1.6 is omitted and the following is substituted:

“A1.6 If you wish to alter the categories of Services specified in clause C1.1, both of us will vary this Agreement, so that:

(a) The categories of Services, in relation to Rest Home services and Hospital services, are the categories for which you are certified to provide health care services at your Facility by the Director-General of the Ministry under the Health and Disability Services (Safety) Act 2001; or

(b) The categories of Services includes Specialist Dementia Services if we are satisfied you are able to provide such Services,

provided you first comply with clause A1.7.”

c. Clause A1.7 is omitted and the following is substituted:

“A1.7 Before this Agreement is varied under clause A1.6 you must, as applicable:

(a) Provide us, in relation to Rest Home services and Hospital services, with evidence of certification by the Director-General of the Ministry that you may provide Rest Home services and Hospital services at your Facility; or

(b) Satisfy us that you are able to provide Specialist Dementia Services at your Facility in accordance with Section E and all other appropriate clinical standards.”

B2 Changes to Clause A5 – Your Entitlement to Claim Residential Care Subsidy

B2.1 Clause A5 is amended as follows:

- a. Clause A5.2 is deleted.
- b. Clause A5.3 is renumbered A5.2.
- c. Clause A5.4 is renumbered A5.3.

B3 Changes to Clause A11 – Withholding of Payments

B3.1 Clause A11 is amended as follows:

- a. Clause A11.1(a) is amended by omitting the words “clause A5.4” and substituting the words “clause A5.3”.

B4 Changes to Clause A24 – Termination of this Agreement

B4.1 Clause A24 is amended as follows:

- a. Clause 24.2(a) is amended by omitting the words “Clause A5.4” and substituting the words “Clause A5.3”.

B5 Changes to Clause C1 – Service Details

B5.1 Clause C1 is amended as follows:

- a. Clause C1.1 is amended by deleting the words “Maximum Number of Subsidised Residents” and the number of subsidised residents specified in the agreement.

B6 Changes to Clause C2 – Price

B6.1 Clause C2.1 is omitted and the following is substituted:

“C2.1 The maximum prices that apply to the Services are as follows:

Service Category ID	Service Category Name	Bed Day Price (excl. GST)	GST Rate (%)	Payment Type
«Service_ID1»	«Service_name»	«Unit_rate»	«GST_Rate»	CCPS
«Service_ID11»	«Service_name1»	«Unit_rate1»	«GST_Rate1»	CCPS
«Service_ID12»	«Service_name2»	«Unit_rate2»	«GST_Rate2»	CCPS

B7 Changes to Clause D19 – Quality Focus and Risk Management

B7.1 Clause D19 is amended as follows:

- a. Clause D19.6 is omitted and the following is substituted:

“D19.6 Major Incident and Health Emergency Plan

- a. *You must develop and implement a major incident and health emergency plan to ensure that the Services continue to be provided during health, civil defence, or other emergencies.*
- b. *The plan must:*
 - i. *identify how the Services will be provided in health, civil defence, or other emergencies;*
 - ii. *identify the needs of Subsidised and Non-Subsidised Residents and all staff and how those needs will be provided for during a health, civil defence, or other emergency,*
 - iii. *identify how you will respond to a worst case scenario pandemic event (40% of the population affected with 2% death rate);*
 - iv. *meet the requirements set out in the most recent version of Part Five (which relates to health) of the national civil defence emergency management plan (or any document that supersedes or replaces that plan) issued by the department responsible for civil defence and other emergencies.*
 - v. *be consistent with our pandemic and emergency plans (which are available from us on request).*
- c. *You must review the major incident and health emergency plan at regular intervals to ensure that it continues to meet the requirements of this clause.*
- d. *You must provide us with a copy of your major incident and health emergency plan on request.*
- e. *When requested by us, you must participate in processes to ensure that emergency responses are integrated, coordinated and exercised. The level of participation you will be required to provide will be in accordance with the Services you provide and the expected roles and services you would provide in an emergency situation.”*

B8 Changes to Clause D22 – Reporting Requirements

B8.1 Clause D22 is amended as follows:

- a. Clause D22.1 is omitted and substituted with the following:

“D22.1 You must comply with the following reporting requirements in relation to Rest Home services and Hospital services that you are providing as at the last day of the reporting period and that you may be contemplating providing in the future:

Service Unit	PU Measure	Reporting Requirements	
Aged Residential		<i>Frequency</i>	<i>Information</i>
HOP 1006 Continuing Care	Beds	Quarterly	<ul style="list-style-type: none"> • Number of beds occupied by long term Non-Subsidised Residents • Number of beds occupied by long term Subsidised Residents • Total number of beds at your Facility in this category • Narrative report detailing any actual or potential changes, and the dates those changes will or may take effect, in the next quarter or beyond to the total number of beds at your Facility in this category
HOP 1033 Rest Home	Beds	Quarterly	<ul style="list-style-type: none"> • Number of beds occupied by long term Non-Subsidised Residents • Number of beds occupied by long term Subsidised Residents • Total number of beds at your Facility in this category • Narrative report detailing any actual or potential changes, and the dates those changes will or may take effect, in the next quarter or beyond to the total number of beds at your Facility in this category”

B8.2 New clause D22.2 is inserted as follows:

“D22.2 You must give a copy of any information about increases in the number of beds and reconfiguration of the kinds of Age Related Residential Care Services you provide at the Facility (which you are required to give to the Director-General of the Ministry in accordance with any conditions under section 28 of the Health and Disability Services (Safety) Act 2001 under which you are certified to provide services) to us at the same time that you are required to give the information to the Director-General of the Ministry.”

B9 Changes to Clause E5 – Reporting Requirements

B9.1 Clause E5 is amended as follows:

a. Clause E5.1 is omitted and substituted with the following:

“E5.1 You must comply with the following reporting requirements in relation to Specialist Dementia Services that you are providing as at the last day of the reporting period and that you may be contemplating providing in the future:

Service Unit	PU Measure	Reporting Requirements	
Aged Residential		<i>Frequency</i>	<i>Information</i>
<i>HOP 1032 Dementia</i>	<i>Beds</i>	<i>Quarterly</i>	<ul style="list-style-type: none"> • <i>Number of beds occupied by long term Non-Subsidised Residents</i> • <i>Number of beds occupied by long term Subsidised Residents</i> • <i>Total number of beds at your Facility in this category</i> • <i>Narrative report detailing any actual or potential changes, and the dates those changes will or may take effect, in the next quarter or beyond to the total number of beds at your Facility in this category”</i>