



CONTRACT FOR THE PROVISION OF SERVICES

PARTIES

1. The parties to this contract for the provision of services ("Contract") are Tautoko Tāne Aotearoa ("TTA") and the Contractor named in Schedule 1 ("Contractor").

DATE OF COMMENCEMENT OF CONTRACT

2. The date of commencement is set out in Schedule 1 to this Contract ("Commencement Date")

TERM

3. The Contract takes effect from the Commencement Date and remains in force until the end date as set out in Schedule 1 or until it is terminated according to the Contractor termination provisions.
4. The Contractor acknowledges that this contract is dependent on TTA's funding arrangements, and the term may be influenced by any changes in those arrangements.

SERVICES AND REPORTING

5. The services to be provided by the Contractor are as set out in Schedule 2 ("the Services") and the Contractor shall report to the person designated as Reporting Manager in Schedule 1 or to such other person as TTA, from time to time, directs.
6. Services must be provided in accordance with the terms of this Contract, and the additional terms and conditions set out in Schedule 2, which are specific to the Contractor's role.
7. The Services must be delivered within the geographical area and/or facilities where the services will be primarily ("Service Area") as specified in Schedule 1.
8. The Contractor has no authority to bind TTA in any contract or arrangement without TTA approval.

GENERAL OBLIGATIONS

9. During the term of the Contract, the Contractor agrees to comply with all TTA policies, procedures, regulations and rules that are relevant to their role, as updated from time to time by TTA and including, but not limited to, the following policies:
 - a. TTA Code of Conduct;
 - b. TTA Code of Ethics;
 - c. TTA Confidentiality Policy;
 - d. TTA Informed Consent Policy;
 - e. TTA Supervision Policy;
 - f. TTA Health & Safety Policy, including any health and safety directions issued by TTA to the Contractor.
10. The Contractor agrees to comply with any information provision or information sharing directions made to it by TTA, to enable TTA to meet its contractual obligations to third parties and/or any statutory obligations.

The Contractor must also comply with any additional and/or express third-party information and reporting obligations ("Third Party Obligations") as detailed in Schedule 2, although nothing in Schedule 2 shall be construed as limiting the Contractor's obligations under this sub-clause.

11. The parties shall act fairly and properly and in good faith in all their dealings with each other and for the purposes of this Contract the parties will not do anything that would hinder the rights of the other party in the performance of this Contract.
12. The Contractor will dedicate the personal time and commitment necessary to ensure that the Services are performed in accordance with the terms of this Contract (including those set out the Schedules) and in priority to any obligation to perform services for persons other than TTA:
 - a. In accordance with the timeframes and instructions and directions stipulated by TTA and;
 - b. In a manner that consistently meets a professional standard and with due care, skill and attention.
13. The Contractor will during the term of this contract:
 - a. Maintain the professional qualifications and memberships required for the role as detailed in Schedule 1 (or Schedule 2 as applicable) and present evidence of such qualifications and member as required by TTA;
 - b. Maintain any required insurance covers as detailed on Schedule 1 and present evidence of these insurance covers as required by TTA from time to time;
 - c. Maintain such case management records of service interactions with clients as TTA requires to support and document the provision of the Services and as set out in Schedule 1 (or Schedule 2 as applicable);
 - d. Ensure copies of all reports as listed in Schedule 4 of this contract are provided to TTA;
 - e. Maintain and complete any professional and cultural supervision arrangements as required by TTA's Supervision Policy. The Contractor agrees that:
 - i. TTA's Supervision Policy will set the minimum standard for the supervision required; and
 - ii. MSSW will be entitled to periodically confirm that supervision is in place by requiring the Contractor provide TTA with a report from the Contractor's supervisor; and
 - f. Promptly report to and keep the TTA regularly informed regarding any actual or potential complaint, concern or issue that the Contractor is aware of in connection with the delivery of the Services, including but not limited to any complaint or concern raised by a client, another TTA employee or contractor, a TTA supplier, a regulatory body or a member of the public that is relevant to or connected with the Contract or Services (or that has the potential to affect the Contractor and/or TTA's professional reputation) ("a Complaint"). The Contractor will comply with any direction or instruction provided by TTA in how a Complaint should be responded to and/or

resolved and must participate in any investigation TTA may commence in respect of a Complaint.

14. The Contractor shall not, during the term of this Contract without the written consent of TTA:
 - a. Enter into any arrangement to subcontract the provision of the Services;
 - b. Be engaged or concerned in any activities for any persons that present, or are likely to present, a conflict with their obligation to provide the Services.
 - c. Engage with the media in respect of the Services or any client engagement or operational matter concerning the business of TTA. Any media enquiries should be directed to the Contractor's Reporting Manager
15. For the avoidance of doubt in respect of any potential conflict of interest, the Contractor will complete Schedule 3. TTA may require the Contractor to update Schedule 3 during the term of the Contract.
16. In providing the Services, the Contractor will not:
 - a. Breach confidentiality obligations owed to any person and/or the intellectual property rights of any person;
 - b. Give warranty without authorisation or make a statement that is misleading, deceptive or defamatory about any person, product or service;
 - c. Breach any contractual obligations owed to any person in connection with the performance of the Services;
 - d. Breach any laws, regulations, or rules relevant to the performance of the Services.
17. TTA will provide the necessary resources and materials for the Contractor to perform the Services as detailed in Schedule 1 (or Schedule 2 as applicable).

FEES

18. TTA will pay the Contractor the Fees set out in Schedule 1 for the performance of the Services, in accordance with the terms of this Clause.
19. The Contractor will ensure that the relevant TTA case management system has been updated to record the appropriate client information in respect of the Services provided and invoiced.
(or as applicable for ACC) The Contractor will ensure that the CMS database is accurately updated as required for client information and for invoicing TTA. It is the responsibility of the Contractor to ensure that all data entered is compliant with the relevant ACC requirements, if such apply to the Contractor's role.
20. The Contractor will invoice TTA for the amount of the Fees, including GST if applicable. Each invoice must provide full details of the services undertaken by the Contractor during the period invoiced and reported in the format provided in Schedule 4; or
21. TTA will, within ten working days following the date of receipt of an invoice from the Contractor, advise the Contractor of any invoice items or sums that are disputed, and the reasons for the dispute and that it will be withholding payment of the disputed items or sum ("the Disputed Fee").

22. TTA will pay any portion of the Fee which is not disputed ("the Undisputed Fee") within ten working days following the date of receipt of an invoice from the Contractor and, in respect of any Disputed Fee items, within seven working days following the date of dispute resolution, if required to do so as an outcome of the applicable Dispute Resolution process;
23. For the avoidance of doubt, if this Contract is terminated in accordance with the termination provisions of this Contract, TTA will not be obliged to pay any further amount to the Contractor other than what is due to the Contractor up to the effective date of termination.
24. The Contractor is responsible for the payment of his or her own income tax, GST and accident compensation premiums. Nothing in this Contract shall require TTA to deduct PAYE from any payments or reimbursements it makes to the Contractor.
25. TTA may deduct any form of withholding tax or additional tax levied by Inland Revenue relating to the Contractor from the Contractor's fee.
26. The Contractor shall not be entitled to any payments for leave, including but not limited to annual leave and sick leave, or to any compensation for redundancy.
27. The Contractor will be entitled to the reimbursement of reasonable out of pocket expenses. Wherever possible such expenses should be approved by TTA in advance. Each invoice for reimbursement of expenses must show the GST breakdown and provide full details of the expenses being claimed.

PERFORMANCE

28. The Contractor must meet the Performance Criteria set out in Schedule 5, if such is attached to this Contract.
29. TTA may establish annual additional performance criteria from time to time that reflects the service level expectations for the delivery of the Services, which the Contractor must also meet as a term of this Contract.

CONFIDENTIALITY

30. Any Confidential Information, which is provided to the Contractor, or learned by or obtained by the Contractor during the term of or as a result of this Contract, must be kept confidential by the Contractor. The Contractor will not during this Contract or thereafter in any circumstances use, divulge or communicate Confidential Information to any person, except as permitted by this Contract or as necessary to enable the parties to meet statutory or regulatory obligations. The Contractor understands that nothing in this clause shall prevent MSSW from sharing confidential information obtained under this contract with third-parties or stakeholders, as necessary to meet any contractual or statutory obligations to those parties.
31. For the purposes of this Contract, "Confidential Information" includes all client information and any other information not generally known to the public regarding TTA including operational information, financial information and any other information, which, by its nature, or by the circumstance of its disclosure, is or could reasonably be, expected to be regarded as confidential to TTA.

OTHER CONTRACTUAL RIGHTS

32. The Contractor warrants and represents that they are able to enter into this Contract and perform the Services without breaching any obligations owed to any person and that the Services will be performed without any breach of confidentiality obligations or intellectual property of any person.

OTHER BUSINESS INTERESTS

33. The Contractor undertakes that any other business interests the Contractor may be involved in will not compromise the effective performance of responsibilities under this Contract.

34. At all times the Contractor is obliged to inform TTA of any likely conflict of interest between their respective business interests.

35. Should any such conflict of interest arise TTA will in its absolute discretion be entitled to put in place such measures so as to minimise the conflict of interest or terminate the Contract if the conflict of interest cannot be adequately minimised.

36. Subject to the provisions of this clause the Contractor shall not make any profit privately through any TTA business dealings other than by way of the fee set out in Schedule 1, unless specifically authorised by TTA in writing and In accordance with the terms of this Contract.

RELATIONSHIP

37. Nothing in this Contract should be interpreted as constituting the Contractor an agent, partner, or employee of TTA.

38. For the avoidance of doubt, the parties agree that this deed between them is a contract for services and that the Employment Relations Act 2000 does not apply to the relationship between TTA and the Contractor.

VARIATION

39. The parties may at any time agree to vary this Contract in part or whole or extend its provisions. Variation to this Contract may only occur in writing, signed by both parties.

INDEMNITY

40. The Contractor agrees to indemnify TTA and keep it indemnified against all actions, suits, proceedings, claims, costs, expenses, loss or damage which may be taken or made against TTA or incurred or suffered by TTA (including loss of goodwill, reputation or clients) or become payable by TTA which arise out of or are a consequence of any of the Contractor's actions or defaults including any failures to comply with the terms of this Contract, TTA policies and practices or any Third Party Obligations.

TERMINATION

41. Either party can terminate this Contract without cause on one month's written notice or otherwise as mutually agreed between the parties in writing. The Contractor agrees to comply with any directions TTA may provide to the Contractor regarding the delivery of the Services during the notice period (which may include a direction to cease delivering any Services).

42. The Contract may be terminated by TTA without notice:

- a. If the Contractor commits a breach of and/or fails to comply with any obligations under this Contract (including any of the additional terms and conditions set out in the Schedules) or a written TTA rule, policy or direction.
- b. If MSSW has reasonable grounds to believe that the Contractor has committed an act of serious misconduct and/or engaged in any illegal activity that affects MSSW's trust and confidence in the Contractor to perform all of their obligations under this contract and/or has the potential to affect TTA's reputation.
- c. If the Contractor becomes insolvent or enters into an arrangement with his or her creditors;
- d. (if applicable) As further provided in Schedule 2
- e. If TTA reasonably believes that the Contractor, by reason of sickness or injury, is unable to perform the Services in a professional, timely, safe or efficient manner

43. The Contractor may terminate this Contract with immediate effect if:

- a. TTA is in arrears as to the payment of any Undisputed Fees by more than 10 working days after the date that the payment became due;
- b. TTA has committed a breach of this Contract which is capable of remedy and fails to remedy such breach within five working days of receiving written notice to do so from the Contractor.

44. Notwithstanding the provisions of clause 41, the Parties may mutually agree to terminate this Contract at any time.

45. The termination of this Contract by either party shall be without prejudice to the rights and obligations of the parties immediately prior to termination.

46. The provision of Clauses 5, 6, 8, 50, and 51,52 shall survive the termination of this Contract and remain binding on the Contractor.

47. (if applicable) TTA may suspend the Contractor from temporarily or permanently providing any Services under this Contract, if such is provided for in Schedule 2.

DISPUTES

48. Without limiting the provisions of clause 41, the parties agree to attempt to resolve disputes between them in good faith and with informal discussions in the first instance. If the parties cannot resolve any matter through informal discussions the parties agree to refer the matter to mediation.

49. Should the matter remain unresolved, the matter may be submitted to arbitration of a sole arbitrator agreed by the parties, or if the parties are unable to agree, to the President of the New Zealand Law Society or his or her nominee.

50. No waiver of any breach of this Contract shall be treated as a waiver of any subsequent breach. Failure by the parties to enforce any provision of this Contract at any time shall not be interpreted as a waiver of that provision.

PROPERTY

51. The Contractor acknowledges that copyright in any documents, records, reports or any other written material supplied by TTA to the Contractor in paper or electronic form in relation to the provision of the Services will remain the property of TTA.
52. Upon termination of the Contract the Contractor must immediately deliver to TTA all TTA property as requested by TTA including all documents, keys, security cards and any other material of every description (including all copies of or extracts from the same) whether in written, or electronic form or otherwise in the Contractor's possession or control relating to the provision of the Services and/or the business of TTA.

HEALTH & SAFETY OBLIGATIONS

53. TTA will take all practicable steps to ensure a safe and healthy work environment for all of its Contractors.
54. The Contractor must:
- a. comply with all reasonable directions regarding health and safety in the workplace;
 - b. take reasonable care with their safety and to ensure they do not cause harm (including mental or psychological harm) to others when carrying out their role;
 - c. familiarise themselves with and comply with all Health & Safety policies and any associated processes, including any Health and Safety Management Plan that MSSW may have in place that is relevant to the delivery of the Services;
 - d. notify their Reporting Manager within ONE working day of filing any work-related claim with ACC, or any other ACC-related insurance company, providing copies of all relevant documents for our records;
 - e. identify, monitor, and manage all health and safety risks associated with providing the Services;
 - f. ensure that all accidents/injuries, near misses and irresponsible conduct that endangers the safety of any MSSW employee/contractor or client while doing their job, must be reported by the Contractor to their Reporting Manager as soon as practicable after the accident/incident occurred or was observed; and
 - g. comply with all TTA's systems regarding the reporting and recording of any Health & Safety related matters.

FINAL AGREEMENT

55. This Contract is the final agreement between the parties and supersedes all previous contracts and correspondence in respect of the contractual relationship between the parties.

SIGNATURES

Signed on behalf of TTA:

_____ Dated: _____

Name:

Position:

Signed on behalf of the Contractor:

I acknowledge that:

- I have been given an opportunity to seek independent advice in respect of this agreement before signing it.
- I have read and am able to adequately understand the provisions and implications of this Contract for Services and the attached Schedules, which all form part of the terms and conditions of my engagement with TTA.
- By signing this Contract I confirm I accept the terms and conditions set out above and in the attached Schedules.
- I also agree to comply with all relevant TTA policies and any amendments or updates to those policies.
- I am not knowingly carrying any physical or mental injury, disease or illness that may affect my ability to complete and safely carry out my ongoing duties under this Contract.
- The information and any representations I have provided, both written and verbal, during the application process, including any forms, resume/CV, interview/s, is true and correct
- Any stated and/or required qualifications, certificates, licences will be produced in a timely manner, for validation if requested.

Signed: _____ **Dated:** _____

Contractor's Name:

SCHEDULE 1: CONTRACTOR DETAILS

Name of Contractor	
Date of commencement of Contract	
Date of termination of Contract:	
Role of Contractor	
Reporting Manager	
Geographical Area	
Required Insurance Level	

GENERAL CONDITIONS OF CONTRACT:

Insurances:

The Contractor will maintain indemnity insurance covers during the term of this Contract.

It is the Contractor’s responsibility to make sure their risks of doing business are adequately covered, whether by insurance or otherwise. If this Schedule specifies a specific level of insurance, the Contractor must:

- (a) take out the specified insurance, with a reputable insurer, and maintain that insurance cover for the term of this Contract and for a period of three years after the end date; and
- (b) within 10 business days of a request from MSSW, provide a certificate confirming the nature of the insurance cover and proving that each policy is current.

The Contractor must ensure that the Contractor:

- (a) has or retains membership with a recognised medical defence organisation (if the Contractor is eligible to be a member), or
- (b) has the required professional indemnity insurance to meet its obligations under the Contract.

The Contractor agrees that they will, within 5 business days of a request from NSSW, provide evidence confirming the membership or insurance referred to above.

Equipment (if applicable)

TTA will provide the following equipment for use by the Contractor during the Term of the Contract. This equipment shall remain the property of TTA.

- *Laptop Computer with Office 365 with access to the Exess case management system i*
- *Mobile smartphone*
- *Contract with and appropriate communications provider for mobile phone (with data) and internet access*

Fees

(For ACC contractors)

Fees and expenses, including travel, are payable in accordance with the Payments for Service Schedule published by ACC and included within the Contract for Service between ACC and TTA as the Supplier of the services. In respect of any expenses claimed, Contractor must be able to produce appropriate evidence to support the expense claimed.

TTA will invoice ACC weekly for any Fees payable to a Contractor. On receipt of payment by ACC, TTA will deduct a 20% administration fee and pay the balance of the payments received to the Contractor.

All new client administration fees (SCADM) payable by ACC in respect of the services provided are retained by TTA.

(For ALL contractors)

Fees are payable on receipt of a GST invoice during the term of this Contract, and in accordance with the payment provisions of the Contract.

The fee for services contemplates the Contractor using his or her knowledge and experience and committing such of her time and effort as is reasonable and necessary to provide the Services specified in Schedule 2.

The Fees payable for the delivery of the Services are as follows:

Fee Rate (GST exclusive)	Per Hour: \$	Per Day: \$	Per Session: \$
Fee Period	Weekly	Fortnightly	Monthly
Fee Period Limit	Hours/week	Hours/fortnight	Hours/month
Annual Fee Limit	Days/year		

Disbursements:

TTA will reimburse all reasonable role-related expenses incurred by the Contractor in providing the Services, provided they have been incurred in accordance with the terms of the Contract and pre-approved in writing (where pre-approval in writing is required). These expenses, including GST, should be included in the Fee invoices.

SCHEDULE 2: SERVICES

Either:

The Services to be performed by the Contractor are set out in the attached Role Definition: [Role Name]

Or

Describe the services here

Or

[See draft Schedule for Providers of Sensitive Claims Services]

SCHEDULE 3: CONFLICTS OF INTEREST

The Contractor declares that they are also providing contract services to the following Suppliers and or organisations:

Name: Organisation or Supplier Contract Term	Contract Term

SCHEDULE 4: REPORT FORMAT

Reporting Form to accompany Contractor Fee Invoices

Contractor Name		
Reporting Period	From:	To:

Support Services

# Survivor-Clients supported during period	Survivor-Client Profile				
	# Clients Opening	# New (& Return) Clients	# Exited Clients	# Clients Closing	
# Support Meetings & Interactions	Service	Messaging	Face to Face	Video	Groups
	Peer Support				
	Counselling				
	Other				

I confirm in submitting this report that all of the above activities, together with the relevant client information, are correctly recorded in TTA Case Management System

Other Support Services

Service Description	# Clients Involved	Time Spent

Other Role-Related Activities (marketing, training, etc.)

Activity Description	Date of Activity	Time Spent

SCHEDULE 5: Performance Criteria

[Include and/or amend as relevant]

Performance Period	From	To	From	To
Contact Hours	% Client; % Admin		% Client; % Admin	
Number of active clients at period end	#		#	
Number of peer support client interactions (face to face, video)				
One-on-One	#		#	
Groups	#		#	
Messaging	#		#	
Number of counselling & other interactions				
Counselling Sessions	#		#	
Other	#		#	
Other	#		#	

NOTES

Contact hours include all client interactions – face-to-face, video and group sessions, emails, phone calls and texts etc.; all other time spent on client affairs – record keeping, meeting arrangements including travel, advocating with government departments etc. is recorded as administration.