



CONTRACT FOR SERVICES

CONTRACT NUMBER:

PROVIDER:

DATE OF COMMENCEMENT:

DATE OF COMPLETION:

Service: New Entry to Specialist Practice Mental Health & Addiction Nursing

PARTIES:

1. Te Pou Limited

2.

You agree to provide the training programmes for us and we agree to pay you for those training programmes in accordance with this contract.

This contract is not binding on either of us until it is signed by both of us. This contract was signed on the dates shown.

Signed on behalf of Te Pou Limited:

Date

Signed on behalf of :

Signature of authorised person

Name of authorised person

Position held by authorised person

Date

1 DEFINITIONS

- 1.1 **“training”** and **“training programmes”** means the training programme or programmes of study described in Schedule A to this contract to be provided by you.
- 1.2 **“we” “us” “our”** and Te Pou refers to Te Pou Limited.
- 1.3 **“you”** and **“your”** refers to the.
- 1.4 **“both of us”, “each of us” “either of us”** and **“neither of us”** refers to us and you.
- 1.5 **“working day”** means a day excluding Saturdays, Sundays and statutory public holidays.
- 1.6 **“GST”** means Goods and Services Tax payable under the Goods and Services Tax Act 1985 at the rate prevailing from time to time.
- 1.7 **“NZQA”** means the New Zealand Qualifications Authority.
- 1.8 **“CUAP”** means Committee on University Academic Programmes.
- 1.9 **“service specifications”** means the relevant training specifications for each training programme attached to this contract. These are also available on our website www.skillsmatter.co.nz
- 1.10 **“practice¹ component”** previously read as clinical² component means the practice experience component of the training programme delivered by the trainees’ employers.
- 1.11 **“academic component”** means the academic or formal teaching component of the training programmes.
- 1.12 **“academic provider”** means the provider of the academic component being either you or your subcontractor. This provider must be a tertiary education provider.
- 1.13 **“practice provider”** previously read as clinical provider means the provider of the practice component being either you or your subcontractor. This provider must be a Ministry of Health or District Health Board funded mental health service including NGOs and PHOs.
- 1.14 **“trainee”** means a person who has been accepted to undertake and is undertaking a training programme pursuant to this contract, as further defined in Schedule B.
- 1.15 **“contract”** includes this part and all schedules and all other attachments to it together with any variations per clause 12.
- 1.16 **“FTE”** means full time equivalent.
- 1.17 **“subcontract”** or **“subcontracted services”** refers to any arrangement (whether documented or not) whereby you agree that part or all of either the clinical or academic component of the training programmes are delivered by or with the assistance of another provider.
- 1.18 **“Skills Matter”** is a workforce development programme within Te Pou
- 1.19 **“Skills Matter Portal”** is the online system introduced by Te Pou in 2020 to capture all student reporting to replace the previous demographic and monthly reporting manual processes.
- 1.20 **“Te Tiriti O Waitangi”** is preferred to The Treaty of Waitangi
- 1.21 **“people who access services”** is preferred and previously was service user
- 1.22 **“whaiora Māori”** is preferred for tangata whaiora

2 TERM OF THE CONTRACT

- 2.1 This contract will begin on x and end on x, subject to the termination rights contained herein.

¹ Nurses use nursing knowledge and nursing judgement to assess health needs and provide care, and to advise and support people to manage their health. They practice in a range of settings in partnership with individuals, families, whānau and communities. Nurses may practice in a variety of clinical contexts depending on their educational preparation and scope of practice experience. (amended Nursing Council New Zealand)

² The term clinical holds assumptions of Western-based health modalities as superior rather than complementary with indigenous Māori, Pasifika, Disabilities, Lived Experienced, Whaiora Māori knowledge, education and practice.

3 SCOPE OF THIS CONTRACT

- 3.1 No extension or renewal of this contract at the expiry of its term is expressed or implied nor will the provisions of this contract necessarily apply to subsequent contracts that we enter into with you.
- 3.2 Subject to clause 3.1 and to assist planning ahead, we will use our best endeavours to give you notice by 30 September 2021, of our purchasing intentions for Skills Matter training for the following training year. The notice will not be binding on us but is a best endeavours obligation and is subject to final negotiation on the terms of the new contract should we decide, at our absolute discretion, to contract with you.
- 3.3 If, as a result of our purchasing intentions or otherwise, you intend reducing or ceasing all or part of the training programmes contracted by us under this contract, you will give us written notice of your intention to do so by no later than three months prior to the expiration of the contract term.

4 PURPOSE OF THE CONTRACT

- 4.1 This is a contract for the provision of the training programmes set out in Schedule A. It is not a partnership or joint venture agreement. Under this contract you are an independent contractor, not our agent or employee. Except as otherwise provided, this contract records the terms of the contract between us in full.

5 OUR OBLIGATIONS

- 5.1 We will:
- a. contract with you for the training programmes listed in Schedule A; and
 - b. make payment for the training programmes in accordance with Schedule A.
- 5.2 We will not be responsible for the payment of taxes, duties, fees or charges incurred by you providing the training programmes, other than GST.

6 YOUR OBLIGATIONS

- 6.1 You will:
- a. supply the training programmes in accordance with the service specifications set out in Schedule B and the other provisions of this contract;
 - b. report to us as set out in Schedule C and otherwise as required by this contract;
 - c. take full responsibility for the delivery and standard of the training programmes as contracted; and
 - d. ensure that, in respect of any training programme you are paid to provide under this contract, you are not also receiving funding from a department or Minister of the Crown or from any Crown entity or Crown funded body.
- 6.2 Except as provided in this contract, you agree not to sub contract the provision of the training programmes without our prior written consent, which we will not unreasonably withhold. However, you must comply with any conditions that we may impose as part of our consent.

7 AUDIT, MONITORING AND REVIEW

- 7.1 You will allow our staff, agents and contractors reasonable access to your facilities, records, staff and trainees for the purpose of carrying out audit, monitoring or review of the delivery of services directly related to the training programmes, including financial details and invoicing, on the basis that such access will be supervised by a member of your staff, as follows:
- a. you will provide us with every reasonable facility for, and assistance in, obtaining access for the purpose of such audits, monitoring or review;
 - b. where, in our opinion, it is necessary to undertake an urgent audit, or urgent monitoring or review, we will give you one working day's notice of such audit. In all other circumstances, we shall give you no less than 7 working days notice of an audit or of a monitoring or review exercise; and

- c. we will use our best endeavours to ensure that any audits, monitoring or review exercises carried out by us or on our behalf will cause as little disruption to the services you provide as possible.

7.2 For the purposes of this clause 7, your facilities, records and staff shall include those facilities, records and staff of you, your subcontractors, agents and trainees and you will be responsible for procuring such access for us. You must provide your agents, subcontractors and trainees with information and documentation requiring their co-operation with this access prior to your entry into binding obligations with them so that we have a right to such direct access. In addition, in the case of your agents and subcontractors, you must include provisions in your contracts with them allowing you and us (severally) the same audit, monitoring and review rights and obligations as contained in this contract we have with you.

8 WASH-UP OF SURPLUS FUNDS

8.1 You agree that if you are unable to deliver the training programmes, either wholly or in part, then monies paid to you for those programmes in accordance with Schedule A of this contract will be refunded to us on a pro rata basis.

8.2 We will carry out a review of the training programmes delivered by you prior to the final payment. If following consultation with you we determine that you have not delivered part or all of the training programmes then we will notify you in writing of the amount we calculate should be the amount for the final payment or the amount refunded to us if different to the payment amount due outlined below.

8.3 Notwithstanding clause 8.2, we may require you to refund payments during the term of this contract if it is apparent to us that there is or has been a partial or total failure to deliver the training programmes.

8.4 We may elect to carry out an audit pursuant to clause 7 following the termination of this contract for the purpose of determining if there has been an overpayment of monies for the training programmes actually delivered by you.

8.5 Any monies which may become payable to us pursuant to the provisions of this clause 8 will be due on the 20th day of the month following notification to you given in accordance with clause 8.2.

8.6 If payment is not made within 7 days of the due date as provided for in clause 8.5, the outstanding monies will attract interest at a rate which is calculated at a rate equivalent to 3% above the then base lending rate of our bank.

9 SUPPLY OF INFORMATION

9.1 In requiring, supplying and otherwise dealing with information under this contract, both of us must comply with all relevant legislation including the Health Act 1956, the Privacy Act 2020, and, where relevant, any code of practice issued under the Privacy Act 2020. In particular you will do all such things as may be required under the Privacy Act to permit the collection and disclosure of the information which is required by us under this contract. This includes (but is not limited to) obtaining written consent from all trainees to the disclosure of their personal information collected by you to us for the purposes of this contract and in order to audit, monitor, review or evaluate and that we may contact them direct.

9.2 Both of us must not share any information about this contract or the services with any person or entity except:

- a. as required by law;
- b. by us to satisfy our obligations to the Ministry of Health or any other funder such as a District Health Board; and
- c. as permitted by this contract.

10 TERMINATION

10.1 This contract continues until ended:

- a. by expiry of the term of this contract set out in clause 2 or any renewed term (if applicable); or
- b. by agreement between the parties; or
- c. in accordance with the termination rights contained in this contract.

- 10.2 We can end this contract by notice in writing to you (the "Termination Notice") if you:
- a. do not fulfil any of your obligations under this contract and either:
 - i. the default is material and cannot be remedied; or
 - ii. the default can be remedied but has not been 10 working days after you receive written notice of the default from us but we cannot end this contract under clause 10.2.a.ii if the default is not material or has been remedied before you receive the Termination Notice;
- 10.3 Any termination of this contract will be without prejudice to the rights of either party arising prior to termination.
- 10.4 Nothing in clause 10 affects the operation of any clauses in this contract which are expressed or implied to have effect after its termination.

11 RESOLVING DISPUTES

- 11.1 Both of us must use our best efforts to resolve any dispute which may arise under this contract through good faith negotiations.
- 11.2 Any such dispute under this contract which cannot be settled by negotiation between both of us shall be submitted to mediation before commencing any litigation. Either of us may initiate mediation by giving written notice to the other. If both of us cannot agree on a mediator within two working days of the notice, then the mediator will be selected by the President for the time being of LEADR (Lawyers Engaged in Alternative Dispute Resolution) or its successor.
- 11.3 Both of us must continue to perform our respective obligations under this contract as far as possible as if no dispute had arisen pending the final settlement of any matter referred to mediation. However, we may withhold payments to the extent they are disputed. Where the dispute relates to payment(s) already made by us and this dispute is resolved in our favour under this clause, you must immediately reimburse the disputed portion of such payment(s) to us.
- 11.4 Nothing in this clause shall preclude you or us from taking immediate steps to seek urgent equitable relief before a New Zealand Court.
- 11.5 This clause does not apply to any disputes concerning any re-negotiation, variation, termination or cancellation of this contract, provided that this exclusion does not prevent both of us agreeing to refer a particular issue or issues arising out of re-negotiation, variation or termination to mediation on agreed terms.

12 VARIATIONS AND WAIVERS

- 12.1 Both of us may, by agreement, vary or alter the terms of this contract. No variation to this contract shall be effective unless in writing and signed by our duly authorised representatives.
- 12.2 Any waiver given by either of us in connection with this contract is binding only if it is in writing, and then strictly in accordance with the terms on which it is given. Only a waiver given by either of us in accordance with this clause shall have any effect.

13 UNFORESEEN AND UNCONTROLLABLE EVENTS

- 13.1 If, due to any matter beyond the reasonable control of either of us, either we or you are unable to meet any or all of our respective responsibilities under this contract, then neither we or you will be liable for such failure by either of us, during the time and to the extent that either we or you are unable to meet these responsibilities.
- 13.2 If events beyond your reasonable control mean that you are unable to provide the training programmes, then you must notify us immediately why you are unable to provide the training and to what extent. You must also give us an estimate of how long it will be before you are able to provide training again. In the event that for any reason such estimate ceases to be accurate you will notify us immediately of a revised estimate. In all cases you are to make reasonable efforts to make estimates reliable.
- 13.3 During the period that you are unable to provide the training, we shall be entitled to adjust any payments due to you for training not provided.
- 13.4 At any time after you notify us, or we become aware, that you are unable to provide the training, and subject to 30 days prior notice, we may terminate this contract in whole or in part.

14 CLAUSES SEVERABLE

14.1 In the event that any clause or any part of any clause contained in this contract is declared invalid, unenforceable or illegal, all other clauses or parts of any clauses contained in this contract shall remain in full force and effect.

15 NOTIFICATION OF RISKS AND ISSUES

15.1 Upon becoming aware of any significant risks or issues relating to this contract and the training programmes you deliver under it, each of us will notify the other as soon as reasonably possible in writing.

15.2 We must discuss with each other possible ways of remedying the matters notified provided that such discussion will not limit either party’s rights under the contract.

16 INDEMNITY

16.1 You agree to indemnify us against all damages, losses, actions, demands, costs (on a solicitor and own client basis) expenses or liabilities arising from any failure by you, your subcontractors or agents to perform your obligations under this contract or arising from negligence or other wrongdoing by you or your subcontractors or agents or as a result of any representation made by you to us.

17 NOTICES AND COMMUNICATION

17.1 All notices and other communications required or permitted under this contract must be in writing and must be delivered either personally, by facsimile, email or registered post. Contact details for notices and communication are:

TE POU	
Rae Lamb Chief Executive PO Box 108-244, Symonds Street AUCKLAND, 1150 DDI: (09) 2613459 Email: Rae.Lamb@tepou.co.nz	

- 17.2 Such notices or other communications will be deemed to be delivered as follows:
- a. in the case of personal delivery, when handed to the receiving party’s representative, or their nominee;
 - b. in the case of facsimile, on receipt by the sender of the correct receipt code;
 - c. in the case of email, on the receipt of an acknowledgement message from the recipient; and
 - d. in the case of registered post, 3 working days after posting to the correct address of the recipient party.

17.3 Where the details for notices and communication changes, the relevant party must, as soon as reasonably possible, give the other written notice of the change.

18 MISCELLANEOUS PROVISIONS

- 18.1 You will not assign or otherwise transfer your rights under this contract.
- 18.2 Both of us will meet our own costs in the negotiation and preparation of this contract.
- 18.3 For the purposes of the Contracts (Privity) Act 1982, neither of us intends to confer a legally enforceable benefit under this contract on a person who is not party to it.
- 18.4 Both of us will comply with all statutory, regulatory and other legal requirements applicable to the performance of our respective responsibilities under this contract.

- 18.5 You warrant that you have no conflict of interest with regard to the performance of this contract and you will use your best endeavours to ensure that no conflict of interest concerning the training programmes arises during the performance of this contract. You must declare to us the existence or any likely, potential, actual or perception of, a conflict of interest as soon as possible, preferably before they arise. If there is, or is likely to be, a conflict of interest concerning the training programmes, both of us will discuss the matter and we may:
- a. require you to continue to deliver the training programmes and implement the strategy we require to manage (or avoid) the conflict of interest;
 - b. require you to arrange for an appropriate sub-contractor, approved by us, to deliver the training programmes or any one of them that are subject to any such conflicts of interest. The terms under which the sub-contractor is engaged must be no less onerous than those contained in this contract; or
 - c. if we consider that the conflict cannot be managed appropriately and subcontracting is not, in our opinion, appropriate given the nature of the conflict of interest, we may terminate this contract immediately by giving you notice.
- 18.6 This contract includes all oral and written representations made by you to us.
- 18.7 The rights and obligations in this contract intended to do so will remain in effect after this contract ends as a result of cancellation or otherwise.

19 INTERPRETATION

- 19.1 In this contract:
- a. headings appear as a matter of convenience and do not affect the interpretation of this contract;
 - b. the singular includes the plural and vice versa, and words importing one gender include the other gender;
 - c. a reference to an enactment or any regulation is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations;
 - d. a reference to a person includes a reference to an individual, a body corporate or an unincorporated body of persons;
 - e. where there is any conflict between the terms of this part of this contract and the term of any schedule or attachment to it, the term of this part of the contract prevail. Where there is any conflict between the terms of a schedule and the terms of an attachment, the terms of the schedule will prevail; and
 - f. where there are requirements of the parties in this part of the contract and similar or additional requirements in the schedules or attachments, all requirements must be complied with by the responsible party notwithstanding any wording in this contract that might indicate the contrary.

SCHEDULE A

TO

BETWEEN TE POU LIMITED AND

1. TRAINING PROGRAMME

- 1.1 This schedule details the training programme which we are contracting with you to provide, as well as price and payment arrangements. The table below sets out the training programme, the length of the programme, and the maximum number of trainees.

TRAINING PROGRAMME	PROGRAMME START AND FINISH DATES	MAXIMUM NUMBER OF FUNDED TRAINEE PLACES
New Entry to Specialist Practice Mental Health and Addiction Nursing		

- 1.2 The training will be made available to trainees in.

2. PRICE

- 2.1 The total price per trainee for the training programme which you agree to provide during the term is \$20,000 (GST exclusive). The price per trainee is to cover:

- training programme costs/fees,
- costs of supervision/mentoring/preceptorship,
- training programme co-ordination, and
- payment to the employers of trainees to cover trainee release.

- 2.2 You will be paid in four instalments, three equal quarterly payments, and the fourth reflecting a wash up of the actual number of full time equivalent trainees receiving training from you over the term of the contract.

- 2.3 Over the term of the contract we will pay you a maximum of \$ excluding GST.

3. PAYMENT TERMS

- 3.1 Provided you have complied with all requirements in this contract we will pay you as follows:

- a. payment will be made to you on receipt of a valid GST tax invoice (All invoices must be submitted electronically to the Skills Matter Portal by the 10th of the payment month and in line with invoice due dates shown in the payment schedule below. The invoice must state the contract number, Te Pou purchase order number and the name of the training programme.
- b. if the 10th is not a working day then the receipt day will be extended to the next following working day;
- c. payment will be made to you by the 21st day of month the payment is due ("payment date") during the contract period;
- d. if the 21st day is not a working day then we will make payment to you on the next following working day; and
- e. where the invoice is received after the 10th day, payment will be made to you by the 10th working day following electronic receipt of the invoice.
- f. The final payment will be calculated on actual numbers across the year following a reconciliation of contract and actual volumes.
- g. Payment is subject to the following conditions:
 - i. in relation to the first payment no payment will be made until you provide us with the start of year report as detailed in Schedule C clause 2.1, if this is not provided by 5

March 2021 the first payment will be deferred to the 20th of the month following receipt by us of the start of year report;

SERVICE MONTH/S	INVOICE DUE DATE	PAYMENT DUE DATE	Invoice Amount (excluding GST)
February 2021 March 2021 April 2021	10 March 2021	21 March 2021	\$
May 2021 June 2021 July 2021	10 June 2021	21 June 2021	\$
August 2021 Sept 2021 Oct 2021	10 September 2021	21 September 2021	\$
Nov 2021	10 December 2021	21 December 2021	\$
		Total	\$

*Estimate. Actual final payment will be confirmed by Te Pou before invoice due date

SCHEDULE B

TO
BETWEEN TE POU LIMITED
AND

SERVICE SPECIFICATION FOR NEW ENTRY TO SPECIALIST PRACTICE MENTAL HEALTH & ADDICTION NURSING

1 CONTEXT

Key documents/links relevant to this service specification include:

- a. *He Ara Oranga Report of the Government Inquiry into Mental Health and Addiction, New Zealand Government (2018)*
- b. *Health & Disability System Review. Final Report. Pūrongo Whakamutunga (March 2020)*
- c. *Inquiry into health inequities for Māori. Report of the Māori Affairs Committee. (August 2020)*
- d. *Initial Mental Health & Wellbeing Commission <https://www.mhwc.govt.nz/>*
- e. *Kia Hora Te Marino. Trauma Informed Care for Māori (2018) Te Rau Ora*
- f. *<https://terauora.com/>*
- g. *Achieving physical health equity for people with experience of mental health and addiction issues. Evidence update. Equally Well, (2020)*
- h. *Standards of Practice for Mental Health Nursing in Aotearoa New Zealand, Te Ao Maramatanga (2012 Amended 2016)*
- i. *Competencies for registered nurses, New Zealand Nursing Council (2006 Amended September 2016)*
- j. *Let's get real: Real Skills for working with people and whānau with mental health and addiction needs Ministry of Health (2018)*
- k. *Real Skills plus Seitapu: working with Pacific peoples, Le Va (2009)*
- l. *Real Skills plus CAMHS: A competency framework for the infant, child and youth mental health and alcohol and other drug workforce, The Werry Centre (2009)*
- m. *Substance withdrawal management. Guidelines for medical and nursing practitioners. Matua Raki (2019)*
- n. *Ministry of Health. 2019. Every Life Matters – He Tapu te Oranga o ia Tangata: Suicide Prevention Strategy 2019–2029. Wellington: Ministry of Health.*
- o. *Te Whare o Tiki: Co-existing Problems Knowledge and Skills Framework, Te Pou and Matua Raki (2013).*
- p. *Ala Mo'ui: Pathways to Pacific Health and Wellbeing 2014-2018, Ministry of Health (2014)*
- q. *Pacific Addiction Workforce Strategy, Matua Raki and Le Va (2011)*
- r. *Mental Health and Addiction Services for Older People and Dementia Services Ministry of Health (2011)*
- s. *Convention on the Rights of People with Disabilities <https://www.un.org/development/desa/disabilities/convention-on-the-rights-of-persons-with-disabilities.html>*
- t. *Consumer, peer support and lived experience. Mental health and addiction workforce development strategy: 2020–2025. In association with Matua Raki (2020)*
- u. *Whakamaua Māori Health Action Plan 2020-2025. Ministry of Health (2020)*

2. OVERVIEW OF PROGRAMME

This specification outlines the requirements for a post-registration nursing programme in mental health and addiction. The programme is for new graduate nurses, or registered nurses new to mental health and addiction nursing, and will aim to enhance their knowledge and skills.

The theoretical aspects of the programme must not repeat the content of the pre-entry programme but rather emphasise the application and use of knowledge in mental health and addiction settings. A 'trainee' is defined as a person enrolled in this programme, who is an employee of a publicly-funded mental health and addiction service and who meets the trainee eligibility criteria set out in this specification.

3 DESCRIPTION OF SERVICE

The programme will support nurses to develop their professional practice while developing the specific skills required in the speciality field of mental health and addiction nursing. As it comprises a formal teaching component and a practice component the programme will be delivered by an academic provider and a practice provider working in partnership (see Section 9 below).

The formal teaching component will be delivered predominantly in an educational setting. Arrangements will be made for release from the practice service/employer to attend the formal teaching programme, and professional supervision (separate and in addition to preceptorship).

The practice component of the programme will be offered predominantly within the trainee's employment environment and will ensure trainees experience a range of mental health and addiction settings. Practice placements outside the trainee's employment environment may also be offered to allow for learning not available in the usual area of employment. In either case the practice setting will allow trainees to build on their theoretical knowledge base and apply that knowledge in the mental health³ and addiction service and will include access to a practice preceptor.

The programme must:

- a. be predominantly vocational rather than solely academic training or research, and be based on recognised nursing standards appropriate for contemporary mental health and addiction nursing
- b. comprise a significant practice component
- c. include appropriate practice placements with appropriate support including supervision and preceptorship
- d. provide release time from the practice employment setting for trainees to undertake the formal teaching component of the programme
- e. be not less than nine months or more than one year in length (training providers, in conjunction with the funder, will utilise their discretion to allow trainees a longer length of time to complete the programme where there are extenuating circumstances precluding completion within the one year requirement)
- f. result in the award of a post-graduate certificate that is equivalent or equates to Level 8 on the National Qualifications Framework
- g. reference relevant competency frameworks and integrate theory and significant practice experience to enable trainees to develop their knowledge, skills and practice in the speciality area of mental health and addiction
- h. have a detailed documented curriculum that includes the programme's purpose, outcomes, content, assessment criteria and methods
- i. be nationally recognised by the relevant professions and the mental health and addiction sector as meeting a national health services skill requirement rather than only meeting local employer need
- j. incorporate four areas of learning: practice, cultural, resilience/recovery and organisational systems and development which are underpinned by a programme of professional development specific to the discipline of mental health and addiction nursing.

4 ACADEMIC COMPONENT

4.1 Generic

The formal teaching component of the programme will:

- a. Demonstrate the obligations to the principles of Te Tiriti O Waitangi in the mental health and addiction nursing programme
- b. Shape the attitudes, knowledge and skills of NESP trainees to contemporary mental health and addiction nursing practice⁴ in Aotearoa New Zealand with (not limited to) the following -

⁴ Nurses use nursing knowledge and nursing judgement to assess health needs and provide care, and to advise and support people to manage their health. They practise in a range of settings in partnership with individuals,

- i. integration of theory and nursing practice with Mātauranga Māori modalities of health, learning resources and models of wellbeing
- ii. equivalent to six months' full-time study
- iii. utilization of blended learning technology as needed
- iv. integration of theory and practice with whaiora Māori and people who access services knowledge and education
- v. incorporation of principles underpinning resilience/recovery, wellbeing, whānau ora and family and whānau inclusive practice
- vi. integration of theory and practice with Pasifika modalities of health, learning resources and models of wellbeing
- vii. including knowledge and practice with socio-cultural diverse communities particularly (but not limited to) Te Hunga Takatāpui, Rainbow Communities, migrants and refugees
- viii. including self-cares, safety and wellbeing for trainees
- ix. including the concept of health literacy, as well as its application
- x. including the implications of developmental needs across the lifespan
- xi. integration of theory and practice with people with disabilities and whaikaha Māori knowledge and education (Human Rights)i
- xii. delivered by appropriately qualified, skilled, experienced and knowledgeable teaching staff and inclusive of co-teaching (where available)

4.2 Programme-specific requirements

The formal teaching programme will align with recognised professional standards of practice of mental health and addiction nursing, and fit with a recognised practice/educational framework for registered nurses such as Nursing Council of New Zealand's Framework for Post-Registration Nursing Education (2001). The programme is to include:

- a. contemporary evidence-based practice in mental health and addiction nursing, with a multi-disciplinary, recovery/resiliency based, people who access services, whaiora Māori and family and whānau focus
- b. development of therapeutic skills and effective communication and engagement skills to work with people who access services, whaiora Māori, family and whānau
- c. understanding of the application of the Mental Health (Compulsory Assessment and Treatment) Act 1992, the Substance Addiction (Compulsory Assessment and Treatment) Act 2017 (2017/4) and other legislation which specifically impacts on mental health and addiction service and treatment delivery within an appropriate ethical framework
- d. the application of cultural safety principles in the practice of mental health and addiction nursing and access to cultural learning resources
- e. the teaching of core mental health and addiction nursing skills
- f. assessment skills in mental health and addiction nursing
- g. understanding of current treatment modalities used in the treatment of mental health and addiction disorders, and an understanding of psychiatric classification systems
- h. development of co-existing problems capability
- i. incorporation of *Let's get real*, as well as *Real Skill plus Seitapu*, *Real Skills plus CAMHS*
- j. incorporation of the principles of Equally Well
- k. health organisations and systems including:
 - roles and responsibilities in a multidisciplinary team environment
 - service development processes including policy and procedure review in the practice setting
 - mental health and addiction policy and standards and their application in the practice setting
 - structure of the national mental health and addiction system, and its relationship to other social agencies, including the importance of partnering across a range of service providers and community groups

families, whānau and communities. Nurses may practise in a variety of clinical contexts depending on their educational preparation and scope of practice experience. (amended Nursing Council New Zealand)

5 PRACTICE COMPONENT

5.1 Practice Placements

The programme practice component/employer will demonstrate obligations to the principles of Tiriti O Waitangi.

The practice component of the programme will provide the trainee with opportunities to expand mental health and addiction nursing practice skills and apply knowledge gained in the formal teaching programme. Trainees will be working within publicly-funded mental health and addiction services for the duration of the programme and will function as beginning mental health and addiction nurses. Trainees must be preceptored by designated mental health and addiction nurses who are trained in preceptorship for the duration of the programme.

An MOU agreement between the Practice provider/employer, the trainee and the Academic provider is strongly recommended in generating greater connectedness in supporting trainees. The MOU agreement ensures the following:

- a. provision of cultural safety training for trainees within the practice environment
- b. the allocation of dedicated professional development or study days (on top of class time) for trainees
- c. alternative practice placements for unsatisfactory placements. The Academic provider or NESP co-ordinator will advocate with the employer for alternative placements
- d. alternative preceptor if the relationship between the NESP nurse and the preceptor has broken down
- e. for trainees traveling away from home, adequate time for travel, rest and sleep is vital in maximizing learning. For trainees travelling long distances by road, consideration will be given for time needed to drive safely, rest breaks and 8-10 hours for sleep prior to attending class time
- f. for trainees travelling away from home to attend classes, purchased accommodation will include a room for privacy and study for the trainee
- g. the trainee focus in the practice environment is as a learner/new entrant to speciality practice accounting for developing competency of the trainee as the programme progresses
- h. trainee to communicate with academic provider and employer early if they experience wanting to withdraw from the programme (to give the provider/employer the opportunity to resolve/understand the trainee's situation)

Practice placements will allow trainees to:

- a. practice nursing to gain experience in delivering effective nursing care
- b. work with people who access services and whaiora Māori with a range of mental health and addiction perspectives and cultural perspectives
- c. work collaboratively with other health service providers and social agencies
- d. access a practice preceptor, as well as relevant professional supervision (in addition to supervision routinely provided to mental health professionals as part of employment)
- e. have a reduced/shared workload for both trainee and preceptor

5.2 Practice Experience

Practice placements will provide planned practice experiences and will ensure:

- a. availability and access to experienced/senior mental health and addiction nurses
- b. a supportive environment that enables the trainee to develop his/her practice
- c. timely and effective formal and informal feedback to the trainee that assists the trainee to identify his/her own strengths and limitations
- d. planned professional supervision

- e. application of nursing assessment skills in mental health and addiction nursing
- f. development of knowledge of the Mental Health (Compulsory Assessment and Treatment) Act 1992, the the Substance Addiction (Compulsory Assessment and Treatment) Act 2017 and other legislative requirements impacting on mental health and addiction
- g. acquisition and application of knowledge of pharmacology and its impact on the health and wellbeing of service users
- h. development of understanding of the physical health needs of people who access mental health and addiction service
- i. development of understanding of co-existing problems across the spectrum of mental health and addiction care
- j. the trainee understands and values the roles and skills of all members of the multi-disciplinary team, including their own role, and how to work collaboratively to facilitate effective outcomes
- k. work with service users and families and whānau in the development of integrated treatment plans and provision of health education appropriate to their needs
- l. adherence to relevant clinical policies, protocols and procedures
- m. development of therapeutic relationships, effective communication and engagement
- n. beginning application of relevant talking therapies and other therapeutic approaches
- o. development of the nurse's own role and practice in relation to multi-disciplinary teams.

6 SUPERVISION and SUPPORT

You will ensure trainees receive supervision and support as outlined in 6.1, 6.2 and 6.3 below.

6.1 Practice preceptorship (provided as part of the practice component)

Practice preceptorship and support will be undertaken by designated mental health and addiction nurses who are trained in preceptorship. Tuakana-Teina model of learning is preferred for Māori trainees. New graduates will have access to a preceptor at all times. The degree of practice responsibility allocated to the trainee will reflect the level of development of the beginning mental health and addiction nurse.

6.2 Professional supervision (provided as part of the practice component)

Trainees will be provided with a regular professional supervision (in addition to routine supervision provided as part of employment) for a minimum of 10 hours and up to 20 hours during the course of the programme. Professional and practice supervision will focus on supporting and empowering the supervisee to develop their professional role and reflect on nursing practice. Māori trainees will have Māori models of supervision like wānanga and kaitiakitanga. Supervisors will be senior health practitioners or Kaitiaki skilled in Mātauranga Māori, tikanga and te reo Māori. Pasifika trainees to have Pasifika-centred supervision. Supervisors will be senior health practitioners or professionals skilled in Pasifika epistemology, practices and language. Supervision contracts between the supervisor and trainee will be in place to ensure the practice placement supports the trainee appropriately, and supervision logs will be maintained. Group supervision may be undertaken if all relevant parties are in agreement. Supervisors drawn from trainees' line management is not appropriate and external (outside of the organization) supervision where appropriate and available.

The professional practice supervisor will be an experienced mental health and addiction nurse in good standing with the Nursing Council of New Zealand and trained in supervision. In the event of inadequate numbers of mental health and addiction nurse supervisors, allied mental health supervisors will be sourced. Māori-centered supervision and Pasifika-centered supervision will be the domain of Māori and Pasifika practice professionals/ professionals/leaders trained in Mātauranga Māori and Pasifika epistemology. Supervisors will be competent in Mātauranga Māori, Pasifika epistemology and Western evidence-based supervision (as appropriate) and be knowledgeable in the following:

- a. Standards of Practice for Mental Health Nursing in Aotearoa New Zealand (2012)
- b. Competencies for registered nurses (2007, Reprint 2012) and other relevant competency frameworks
- c. Te Tirohanga a te Manu - "A bird's perspective": Professional Supervision Guide for Nursing Leaders and Managers. Auckland. Te Pou o te Whakaaro Nui (2017).
- d. Te Tirohanga a te Manu - "A bird's perspective": Professional Supervision Guide for Nursing Supervisors. Auckland. Te Pou o te Whakaaro Nui (2017).

- e. Te Tirohanga a te Manu - "A bird's perspective": Professional Supervision Guide for Nursing Supervisees. Auckland. Te Pou o te Whakaaro Nui (2017).
- f. Mental Health and Addiction Supervision Toolkit for Kaiwhakahaere/Managers (2015). This resource includes samples of templates.
- g. *Let's get real*: Real Skills for working with people and whānau with mental health and addiction needs Ministry of Health (2018)

6.3 **Academic support (provided as part of the academic component)**

Academic support will be provided to:

- a. assist trainees to successfully complete the academic component (e.g. assistance with understanding course material, academic writing and use of academic resources)
- b. assist integration of theory and practice
- c. support effective practice development in partnership with the practice provider.

7. **TRAINEE OUTCOMES**

To complete the programme successfully, the trainee will:

- a. meet the academic and theoretical outcomes of the programme
- b. meet the practice outcomes of the programme
- c. be awarded a post-graduate certificate in mental health and addiction nursing
- d. have developed a professional portfolio which demonstrates Nursing Council competencies and reflects professional standards of practice for mental health and addiction nursing.

8 **ELIGIBILITY**

8.1 **Trainee Eligibility**

Trainees are required to:

- a. meet the academic provider's criteria for eligibility to study at Level 8 of the NZQA framework
- b. meet the requirements of the Health Practitioners Competence Assurance Act 2003
- c. have an active career plan
- d. be currently employed as a registered nurse, in a defined mental health or addiction role sufficient to support the practice component of the training programme, either by a mental health and/or addiction service or a Primary Health Organisation - in both cases funded by the Ministry of Health or a District Health Board
- e. be working clinically for at least 0.6FTE (24 hours a week) where they have at least one year's experience - new graduates must be working a minimum of 0.7FTE (28 hours a week) in a mental health and/or addiction setting
- f. be a New Zealand citizen or hold a New Zealand permanent resident visa
- g. have a current Nursing Council of New Zealand Practising Certificate
- h. complete the post graduate certificate programme in one year, or over two academic years at the discretion of the programme co-ordinator and funder.

8.2 **Provider Eligibility**

To be eligible for funding you must, amongst other things, be accredited as a provider of nursing education and have your programme approved by the Nursing Council. You will supply us with written evidence of current approval prior to the commencement of the programme.

The programme must be accredited by NZQA or CUAP. You will supply us with written evidence of the programme's accreditation status prior to the commencement of the programme. Providers of the clinical placements must comply with the *Health and Disability Services Standards* (NZS 8134.00:2008; 8134.01:2008; 8134.02:2008 and NZS 8134.03:2008).

9 PARTNERSHIP

- 9.1 The programme will be delivered by an academic provider and a practice provider working in partnership to:
- a. ensure effective practice development opportunities that integrate theory and practice and reflect professional standards of mental health and addiction nursing
 - b. link professional knowledge and education to the specifics of the trainee's practice.
- 9.2 Subject to Clause 6.2 of this agreement you will enter into a subcontract for the provision of either the practice component or the academic component of the training programmes with a practice provider or an academic provider as the case may be. The agreement will amongst other things outline:
- a. roles and responsibilities of the partners
 - b. study release arrangements
 - c. provision of preceptorship and supervision
 - d. access to Māori-centered, Pasifika-centered and Western-centered supervision where appropriate
 - e. active career plans
 - f. mental health and addiction nursing liaison and co-ordination
 - g. reporting on trainees' progress for academic and practice components
 - h. financial compensation as appropriate.
- 9.3 You must provide us with the names of those providers who will be subcontracted by you, as well as copies of relevant subcontracts.
- 9.4 Notwithstanding any subcontracting arrangements, you are responsible for the delivery of the training programmes and for financial compensation of the subcontracted providers.

10 PROGRAMME ADMINISTRATION

10.1 Programme co-ordination

You will undertake programme co-ordination tasks which include:

- a. maintaining a record of trainees' progress (including attendance and assessment)
- b. liaison with practice staff, including preceptor and supervisor selection
- c. facilitation of practice placements for trainees outside the normal workplace setting where necessary
- d. curriculum development and review
- e. advice to trainees on the training programme requirements including guidance on recognition of prior learning
- f. coordination of practice teaching, e.g. study days, tutorials
- g. programme (including practice workplace/placement) evaluation and quality improvement
- h. competency assessment of trainees – this will include an ongoing formative assessment over the duration of the programme
- i. issue resolution between trainee/preceptors/supervisors
- j. convening an advisory group, which provides appropriate knowledge and expertise from the mental health and addiction sector to ensure the relevance and currency of the programme
- k. reporting to the funder.

10.2 Associated linkages

You will establish and maintain links with:

- a. current employers of nurses on the training programme
- b. relevant nursing advisory group of the education provider
- c. academic providers
- d. relevant nursing leaders
- e. the Nursing Council of New Zealand
- f. relevant professional organisations
- g. service user leaders, advisors, advocates or networks
- h. other relevant mental health and addiction training programmes
- i. national mental health and addiction workforce development programmes.

11 QUALITY REQUIREMENTS

11.1 Quality obligations

You will:

- a. maintain and implement a quality improvement programme which will include documented processes to operate throughout the training programme for:
 - monitoring, evaluating and improving the effectiveness of the training programme
 - monitoring the applicability and relevance of the theoretical programme to keep it up-to-date with mental health and addiction practice and developments
 - regular monitoring of individual trainee performance and ensuring trainees receive timely feedback
 - ensuring trainees who require additional support have access to help
 - effective stakeholder input, including trainees, trainees' employers and people accessing services into programme delivery and review (e.g. programme content and relevance),
 - ensuring trainees are getting relevant role development opportunities as part of the practice component
 - providing input from Māori, Pacific and other appropriate cultural advisors on the ability of the programme to meet the cultural needs of trainees and service users
 - ensuring there is open, systematic and fair selection of trainees
- b. provide us with a copy of your quality improvement plan
- c. have an appropriate complaints process available to trainees and other personnel involved in the programme
- d. maintain clear lines of responsibility and accountability between providers of the formal teaching component and the practice component to ensure trainees are working safely in their workplaces
- e. teach at an appropriate standard using current methods with appropriately skilled staff
- f. ensure reports are provided by the due date
- g. ensure a record of trainees' progress is maintained and reported.

11.2 People responsiveness

The programme will reflect the principles of partnership between Tāngata Whenua and the Government declared in Te Tiriti O Waitangi. The programme will acknowledge the diverse ethnic and cultural characteristics of New Zealand society that impact on planning and delivery of mental health and addiction services. You will ensure that:

- b. the academic and practice components of the programme are informed by consultation with Māori and take into account the health needs involving social expectations of Māori
- c. programme planning involves and is responsive to Māori aspirations.
- c. the programme environment requires and supports trainees to demonstrate respectful practice towards Tāngata Whenua and people of diverse ethnicity and culture

12 MISCELLANEOUS TERMS

In delivering the services:

- a. where the number of trainees in a programme falls below 85% of the maximum number set out in Schedule A clause 1 as a result of low enrolments, withdrawals or resignations, then we reserve the right to review and at our discretion, give notice to terminate this contract in whole or in part
- b. you will not charge either trainees or their employers for the programme either directly or indirectly
- c. you will ensure trainees have access to a library and search facilities with current nursing literature, including mental health journals and texts
- d. you will ensure trainees have access to this service specification and are informed about the Skills Matter travel and accommodation grants prior to the commencement of the training programme (our grant policies, guidelines and applications can be accessed on our website)
- e. you will ensure that all programme promotional material clearly indicates the programme is funded by Te Pou

13 REPORTING REQUIREMENTS

All other reporting requirements are set out in Schedule C of the contract.

SCHEDULE C

TO

BETWEEN TE POU LIMITED AND

1 REPORTING REQUIREMENTS

1.1 Without prejudice to any other rights we may have, we may:

- a. withhold all or part payment for any training programme until the reporting requirements detailed below have been complied with, and

1.2 In addition to any other reporting requirement in this contract, you must provide us with three reports as detailed below.

1.3 You will provide reports to Us via the Te Pou Skills Matter Portal.

2 START-OF-YEAR REPORT

2.1 This report must be provided to us on or before 5 March 2021 and will include:

- a. a copy of the course curriculum and an outline of how this aligns with the requirements of the formal teaching programme as described in Schedule B Section 4.2 (Programme-specific requirements), especially noting the changes in the service specification.
- b. block course dates and locations
- c. a copy of the quality improvement plan referred to in Schedule B Section 11.1(b) and covering the quality and monitoring processes outlined in Schedule B Section 11.1(a)
- d. written evidence of the current accreditation status for the training programme
- e. the following information about each trainee enrolled on the training programme:
 - name and contact details (including email and postal addresses)
 - ethnicity by standard Statistics New Zealand groupings, including iwi affiliation (if applicable)
 - gender
 - date of birth
 - locality (city or town where the student is employed)
 - employer
 - practice service area
 - health practitioner registration number
 - scope of practice
 - hours worked in clinical area
 - previous qualifications
 - start of year or mid year intake
- f. a copy of the subcontract(s) which outlines the partnership between the academic provider and practice employer and covers the matters referred to in Schedule B Section 9.2, such as release arrangements, provision of supervision, practice experience.

3 MID-YEAR REPORT

3.1 This report is a narrative report to be provided on or before 31 July 2021. It will include:

- a. a general overview on progress of the course to date
- b. details of any emerging risks to continuing successful programme delivery
- c. Details of any issues filling places, and any plans to address this.
- d. information about trainees, including:
 - Adding completions to the Skills Matter portal
 - trainees who have withdrawn and reasons why; any replacement trainees that have been agreed with Te Pou (if applicable)
 - any issues or challenges trainees are facing
 - details of any support systems for trainees.

4 END-OF-YEAR REPORT

4.1 This report is due for each training programme by 5 December 2021. Reports must be in the template format provided by us which will cover, amongst other things:

- a. trainee outcomes:
 - trainees who have withdrawn and reasons why
 - individual trainee outcomes, including qualification received
 - how well the training programme met trainee needs – summary results of trainee surveys and feedback;
 - relevance of the programme to the practice support area
 - summary of trainees' performance
- b. cultural responsiveness
- c. practice experience
- d. supervision and preceptorship
- e. advisory groups
- f. implementation of the quality improvement programme
- g. funding as per reporting template.