

Agreement

between

«Contract_Level_DHB_Name»
DHB

Contact:

and

«Provider_Legal_Entity_name»

Combined Dental Agreement
1 July 2018

«Postal_Address_1»
«Postal_Address_2»
«Postal_City»

Ph: «Main_Phone»
Fax: «Fax»

Contact:

«Provider_Contact_Name»

CONTENTS OF THIS AGREEMENT

PART A	STANDARD TERMS AND CONDITIONS	4
A1	Term of the Agreement	4
A2	Agreement to Fund and Provide Services	4
A3	Order of Priority	4
A4	Enforceability	4
A5	Treaty of Waitangi	4
A6	Relationship Principles	4
A7	Māori Health Priority	5
A8	Health Education	5
A9	Provision of Services	5
A10	Payments	5
A11	Other Arrangements	6
A12	Transferring Your Rights and Obligations	6
A13	Transferring Our Rights	6
A14	Subcontracting	6
A15	Records	7
A16	Financial Management	7
A17	Audit	7
A18	Quality of Services	7
A19	Insurance	7
A20	Indemnity	8
A21	Notification of Problems	8
A22	Public Statements and Advertising	8
A23	Dispute Resolution	8
A24	Consumer Complaints	9
A25	Our Liability	9
A26	Uncontrollable Events	9
A27	Health Emergency Planning	9
A28	Confidentiality	10
A29	No Action by Third Parties	10
A30	Waiver and Rights	10
A31	Entire Agreement	10
A32	Notices	10
A33	Relationship	10
A34	Ending the Agreement	11
A35	Variations to this Agreement	11
A36	Changes Following a Ministerial Direction, Crown Funding Agreement Requirement or Change in Law	12
A37	Review of this Agreement	12
A38	Annual Review	12
A39	Price Review	13
A40	Execution	14

PART B	INTERPRETATION AND DEFINITIONS	15
B1	Interpretation	15
B2	Definitions	15
PART C	PROVIDER QUALITY SPECIFICATIONS (PQS).....	19
C1	Provider Quality Specifications Apply to all Services	19
C2	Quality Improvement and Requirements for Māori	19
C3	Risk Management	19
C4	Consumer Rights	19
C5	Entry to Service.....	19
C6	Service Provision	20
C7	Staff Management	20
C8	Facilities.....	20
PART D	BUSINESS RULES	21
D1	Reporting Information	21
D2	Payment	21
D3	Referral to the Health and Disability Commissioner	22
D4	Referral to an Appropriate Complaints Body	22
D5	Status of This Agreement during a Disciplinary or Competency Review.....	22
D6	Termination of this Agreement as a result of Disciplinary Process.....	23
D7	Pharmaceuticals	23
D8	Enrolment Registers.....	24
D9	Regional Oral Health Coordinator for Oral Health Services for Adolescents Only	24
PART E	NATIONAL SERVICE SPECIFICATION FOR ORAL HEALTH SERVICES FOR ADOLESCENTS AND SPECIAL DENTAL SERVICES FOR CHILDREN AND ADOLESCENTS	25
E1	Introduction	25
E2	Māori Health	25
E3	Pacific Health	25
E4	Eligibility	25
E5	Service Components	25
E5.1	Standard Oral Health Services for Adolescents	25
E5.2	High Caries Treatment Planning	26
E5.3	Additional Oral Health Services for Adolescents Not Requiring Prior Approval.....	26
E5.4	Additional Oral Health Services for Adolescents Requiring Prior Approval.....	27
E5.5	Special Dental Services for Children and Adolescents Not Requiring Prior Approval...	27
E5.6	Special Dental Services Not Requiring Prior Approval	28
E5.7	Special Dental Services Requiring Prior Approval	29
E6	Access	29
E7	Exclusions	30

E8	Linkages	30
E9	Quality Requirements.....	30
E9.1	Generic Quality Requirements	30
E9.2	Service Development.....	30
E9.3	Effectiveness.....	30
E9.4	Acceptability.....	31
E9.5	Safety and Efficiency.....	31
E9.6	Guidelines.....	31
E9.7	Facilities.....	31
E10	Information and Reporting Requirements.....	31
E10.1	Enrolment Reporting Requirements	31
E10.2	Service Delivery Information	32

PART F SERVICE PRICING FOR ORAL HEALTH SERVICES FOR ADOLESCENTS AND SPECIAL DENTAL SERVICES FOR CHILDREN AND ADOLESCENTS 33

F1	Eligibility for and Pricing of Services	33
F2	Pricing for Standard Oral Health Services for Adolescents.....	33
F2.1	Schedule of prices for Additional Oral Health Services for Adolescents not Requiring Prior Approval	33
F2.2	Schedule of Prices for Additional Oral Health Services for Adolescents Requiring Prior Approval	34
F3	Schedule of prices for Oral Health Services for Adolescents Requiring High Caries Treatment Planning	35
F3.1	Approving Process for applications for Services requiring prior approval	36
F3.2	Payment	36
F4	Pricing for Special Dental Services	37
F4.1	Schedule of Prices for Special Dental Services Not Requiring Prior Approval	37
F4.2	Schedule of Prices for Special Dental Services Requiring Prior Approval	38

PART A STANDARD TERMS AND CONDITIONS

A1 Term of the Agreement

A1.1 This Agreement will commence on 1 July 2016 and end on 30 June 2019, unless ended earlier by either of us in accordance with clause A34 of this Agreement.

A2 Agreement to Fund and Provide Services

A2.1 We agree to fund and you agree to provide the Services, at no financial cost to the patient or any other person, in accordance with the terms and conditions set out in this Agreement.

A2.2 Providers may choose to contract to provide either:

- a. both Oral Health Services for Adolescents and Special Dental Services for Children and Adolescents; or
- b. only Oral Health Services for Adolescents; or
- c. only Special Dental Services for Children and Adolescents.

A2.3 You may claim for the Services that you have performed, at the prices specified in Part F of the Agreement, in accordance with the payment terms and the service specifications set out in this Agreement.

A2.4 You will meet the provider quality specifications set out in Part C and comply with the further quality requirements in Part E and elsewhere in this Agreement when providing the Services under this Agreement.

A2.5 You will comply with the business rules set out in Part D when providing Services under this Agreement.

A2.6 This Agreement excludes the provision of sedation services and other services that are not within the scope of practice of a general Dentist, Dental Therapist, or Dental Hygienist.

A3 Order of Priority

A3.1 Where there is any conflict, the terms of Parts E and F of this Agreement shall take precedence over the terms of Parts A to D inclusive of this Agreement.

A4 Enforceability

A4.1 If any provision in any part of this Agreement is lawfully held to be illegal, unenforceable or invalid, the determination will not affect the remainder of this Agreement, which will remain in force. We agree to take such reasonable steps or make such reasonable modifications to the provision as is necessary to ensure that it is legal, enforceable and valid.

A4.2 This clause A4 will not affect any rights validly to terminate any parts of this Agreement as a whole or in accordance with the terms of this Agreement or otherwise.

A5 Treaty of Waitangi

A5.1 The Treaty of Waitangi establishes the unique and special relationship between Iwi, Māori and the Crown. As a Crown entity the «Contract_Level_DHB_Name» DHB considers the Treaty of Waitangi principles of partnership, proactive protection of Māori health interests, co-operation and utmost good faith, to be implicit conditions of the nature in which the internal organisation of the District Health Board responds to Māori health issues.

A6 Relationship Principles

A6.1 The following values will guide us in all our dealings with each other under this Agreement:

- a. Integrity – we will act towards each other honestly and in good faith.

- b. Good communication – we will listen, talk and engage with each other openly and promptly including clear and timely written communication.
- c. Enablement – we will seek to enable each other to meet our respective objectives and commitments to achieve positive outcomes for communities and consumers of health and disability services.
- d. Trust and co-operation – we will work in a co-operative and constructive manner recognising each other's viewpoints and respecting each other's differences.
- e. Accountability – we will each recognise the accountabilities that each of us have to our respective and mutual clients and stakeholders.
- f. Innovation – we will encourage new approaches and creative solutions to achieve positive outcomes for communities and consumers of health and disability services.
- g. Quality Improvement – we will work co-operatively with each other to achieve quality health and disability services with positive outcomes for consumers.

A6.2 Both of us agree to foster a long-term co-operative and collaborative relationship to enable both of us to achieve our respective objectives efficiently and effectively.

A7 Māori Health Priority

A7.1 Both parties recognise and accept that the principles of the Treaty of Waitangi will apply to this Agreement in relation to Maori Health, as stated in clause A5 of these Standard Terms and Conditions.

A7.2 You agree that Māori health is a specifically identified health gain priority area. You must take into account our strategic direction for Māori health in terms of minimum requirements for Māori health as communicated to you by us from time to time. These minimum requirements are based on the Treaty of Waitangi, crown objectives for Māori health and specific requirements negotiated with us from time to time.

A8 Health Education

A8.1 You will incorporate within your Services, where appropriate, an emphasis on health education and advice to all adolescents and children on the benefits of being smoke-free/auahi kore. You will provide any available resources that you have received from us, the Ministry or other organisations to adolescents and children at the time of consultation.

A9 Provision of Services

A9.1 You agree to provide the Services as set out in this Agreement and conduct your practice or business in a prompt, efficient, professional and ethical manner.

A10 Payments

A10.1 We agree to pay you for providing Services at the prices specified in Part F of this Agreement in accordance with clause D2 of this Agreement.

A10.2 If we overpay you for providing the Services, as soon as you become aware of such overpayment you agree to immediately notify us in writing of that overpayment. You agree to repay any overpayment to our Payment Agent within ten Working Days of:

- a. you notifying our Payment Agent under this clause A10.2; or
- b. our Payment Agent notifying you of any overpayment that we become aware of, unless you can clearly demonstrate that it was not an overpayment.

A10.3 If you do not repay the overpayment in accordance with this clause we may set off that amount against any amount that we owe you, provided that we give you 20 Working Days written notice of this.

A10.4 Where you owe us any amount under this Agreement, including where you are obliged to indemnify us under clause A20, we may set-off that amount against any amount that we owe you, provided that we give you 20 Working Days written notice of this.

A10.5 We will pay you default interest on any amount due to you under this Agreement and in arrears for more than 3 days at the base interest rate of our bankers plus 2% per year calculated from the due date for payment to the date of actual payment. You must first have given us an invoice completed in the format required and we must have received it by the date specified in clause D2.8.

A10.6 We may withhold any payment for Services while you are in breach of this Agreement.

A11 Other Arrangements

A11.1 You agree not to enter into any contract or arrangement that will prejudice your ability to meet your obligations under this Agreement, but subject to this, you may provide services to others.

A12 Transferring Your Rights and Obligations

A12.1 You may not transfer any of your rights or obligations under this Agreement without our prior written approval. We will not unreasonably withhold our approval where you demonstrate to our satisfaction that the proposed transferee is financially solvent, experienced, competent and able to perform all your obligations under this Agreement.

A12.2 You must give us as much notice as possible if you wish to transfer your rights and/or obligations under this Agreement to another party, and provide any information that we request relating to the proposed transfer.

A13 Transferring Our Rights

A13.1 We may transfer our rights under this Agreement by giving you notice of this.

A14 Subcontracting

A14.1 Subject to clauses A14.2, A14.3 and A14.4, you may, with our written consent, (not to be unreasonably withheld), subcontract any of the Services covered by the Agreement, provided that the subcontractor is able to perform the obligations under the subcontract, which shall be not less than your obligations in respect of the relevant Services under this Agreement.

A14.2 Where you subcontract any Services under clause A14.1 above, you will remain principally liable in all respects for the subcontractor's performance of the services, and compliance with, your other obligations under the Agreement.

A14.3 Where you enter into a subcontract in terms on clause A14.1 above, you will ensure that the subcontract:

- a. gives you the authority to provide us with any information or reports we may require you to provide under the Agreement;
- b. gives us authority to have direct access to the premises and records of the subcontractor for the purposes of auditing the subcontractor in accordance with this Agreement;
- c. provides that the subcontractor must not further subcontract any subcontract it has entered into with you pursuant to clause A14.1 above without our prior written consent; and
- d. provides for the exercise of our rights as set out in this Agreement and expressly provides that those rights may be enforced by us pursuant to the Contracts (Privity) Act 1982.

A14.4 In addition we may specify at any time:

- a. service categories in respect of which we may require you to provide us with further information, except for prices, about any subcontracts you have entered into in order to provide those service categories; and
- b. the nature of the information we reasonably require about those subcontracts.

If we do this you must provide us with that information about those subcontracts as soon as is practicable and in any event not later than one month after we notify you that we require it.

A15 Records

A15.1 You agree to keep secure, legible, complete and accurate records of the Services you provide under this Agreement for which you claim payment, and make them available to us or our auditors in accordance with our reasonable instructions. You agree that any information you submit to us, or to be retained by you, pertaining to this Agreement will be able to be verified by Audit.

A15.2 You agree to take all care to ensure that in the event of ceasing to provide the Services, your records are properly preserved in accordance with the provisions of the Health (Retention of Health Information) Regulations 1996, and that they are also accessible to us.

A16 Financial Management

A16.1 You agree to operate sound financial management systems and procedures.

A17 Audit

A17.1 You and your permitted sub-contractors must allow us and our authorised agents, access on 24 hours' notice to:

- a. your premises;
- b. your records;
- c. all premises where the records are kept; and
- d. staff, sub-contractors or other people used by you in providing the Services, and allow us to interview any staff, sub-contractors 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.

A17.2 Clauses D1.9 and D2.7 sets out further provisions relating to the Audit processes, and clauses D4.1 and D7.3 set out further provisions relating to steps that may be taken as a result of an Audit.

A17.3 Where we reasonably suspect that fraudulent claiming has occurred, we may enter your premises and conduct an Audit at any time without prior notice.

A17.4 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.

A18 Quality of Services

A18.1 You must comply with the quality requirements set out in Part C of this Agreement when providing the Services.

A19 Insurance

A19.1 You must effect and maintain such insurance as we reasonably require from time to time in relation to your performance of this Agreement.

A20 Indemnity

A20.1 You must indemnify us against all claims, damages, penalties, losses and costs (whether direct or indirect) which we incur as the result of your performance of the Services or your failure to comply with your obligations in this Agreement.

A21 Notification of Problems

A21.1 You agree to advise us promptly, in writing, of anything which may, or is likely to, substantially reduce or affect your ability to provide the Services, including anything relating to any premises or equipment used by you or your key personnel, and anything which may have high media or public interest.

A21.2 You agree to have in place realistic and reasonable risk management processes and contingency plans to enable you to continue to provide the Services on the occurrence of any of the matters or things covered by this clause A21 and you agree to provide us with full details of those plans if we request them.

A22 Public Statements and Advertising

A22.1 Neither of us may, during or after this Agreement, either directly or indirectly criticise the other publicly, without first fully discussing the matters of concern with the other in good faith and in a co-operative and constructive manner.

A22.2 You agree not to use our name or logo without our prior written consent and then only in accordance with our instructions.

A23 Dispute Resolution

A23.1 Subject to clause A23.2 and A23.3 below, if either of us has any dispute with the other in connection with this Agreement, then:

- a. both of us agree to use our best endeavours and act in good faith to settle the dispute between us;
- b. if the dispute is not settled by agreement within 20 Working Days, then, unless both of us agree otherwise, either of us may (by written notice to the other) require that the dispute be submitted to mediation by a single mediator agreed by both of us, or if both of us cannot agree on a mediator, a mediator nominated by LEADR, or if LEADR no longer exists or is unable to nominate a mediator, the President for the time being of the New Zealand Law Society. In the event of any such submission to mediation:
 - i. full written particulars of the dispute must be promptly given to the other;
 - ii. the mediation will be conducted in accordance with the LEADR New Zealand Incorporated Standard Mediation Agreement;
 - iii. the mediator will not be deemed to be acting as an expert or an arbitrator;
 - iv. the mediator will determine the procedure and timetable for the mediation; and
 - v. the cost of the mediation will be shared equally between both of us (unless agreed otherwise);
- c. neither of us will initiate any court proceedings during the dispute resolution process unless proceedings are necessary to preserve that party's rights; and
- d. subject to clause A34.5, both of us agree to continue to comply with all our obligations under this Agreement until the dispute is resolved, but payments may be withheld to the extent that they are disputed.

A23.2 Clause A23.1 will not apply to any dispute:

- a. as to whether or not any person is an Eligible Person;

- b. concerning any renegotiation or review of any part of this Agreement; or
- c. directly or indirectly arising from any matter which has been referred to a Complaints Body unless the Complaints Body directs otherwise.

A23.3 If we determine that a dispute under clause A23.1 is of general or national application, then we may choose to address that dispute with a Representative Body, in accordance with the same procedure as is set out in clause A23.1.

A24 Consumer Complaints

A24.1 You must comply with any standards for the health sector relating to consumer complaints.

A24.2 In particular, you must implement a complaints procedure in accordance with the Code of Consumers' Rights and comply with the requirements of the Code relating to complaints.

A25 Our Liability

A25.1 We are not liable to you for any claims, damages, penalties, losses or any other costs you may incur in providing the Services.

A26 Uncontrollable Events

A26.1 The party affected by an Uncontrollable Event will not be in default under the terms of this Agreement if the default is caused by that Uncontrollable Event. The party affected must:

- a. promptly give written notice to the other specifying:
 - i. the cause and extent of that party's inability to perform any of the person's obligations; and
 - ii. the likely duration of the non-performance;
- b. in the meantime take all reasonable steps to remedy or reduce the impact of the Uncontrollable Event.

A26.2 Neither of us is obliged to settle any strike, lock-out or other industrial disturbance.

A26.3 Performance of any obligation affected by an Uncontrollable Event must be resumed as soon as is reasonably possible after the Uncontrollable Event ends or its impact is reduced.

A26.4 If you are unable to provide any Services as a result of an Uncontrollable Event we may make alternative arrangements suitable to us for the supply of those Services during the period that you are unable to supply them.

A27 Health Emergency Planning

A27.1 You must develop a Health Emergency Plan that sets out how your clients/patients and staff will be provided for during a Health Emergency and review the Health Emergency Plan periodically to maintain currency.

A27.2 The plan must identify your response to a worst case scenario pandemic event (40% of the population affected with 2% death rate).

A27.3 A copy of the plan must be made available to the DHB on request and must be consistent with the DHB's pandemic and emergency plans (available from the DHB).

A27.4 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.

A28 Confidentiality

- A28.1 Except to the extent that this Agreement otherwise provides, or we are required to disclose information by Law including where we consider it necessary to disclose information under the Official Information Act 1982 or otherwise under our public law obligations, neither of us may disclose to any other person any information provided to the other which we agree is confidential or which is either commercially sensitive or not intended for disclosure to third parties (confidential information), unless and until the confidential information becomes public knowledge other than through a breach of any obligation of confidence.
- A28.2 When this Agreement ends you must return to us all of our confidential information in your possession or control.
- A28.3 Both of us acknowledge that this Agreement, but not any confidential information exchanged pursuant to this Agreement, may be published by us through any media including electronically via the Internet.

A29 No Action by Third Parties

- A29.1 This Agreement is not intended to confer legally enforceable benefits on any person who is not a party to it and no third party may enforce any of the provisions in this Agreement.

A30 Waiver and Rights

- A30.1 Your Services must always be performed within the time frame specified in this Agreement. Any waiver by us of this requirement or of any other right or remedy we may have under this Agreement must be in writing and duly signed by us. Each waiver may only be relied on for the specific purpose for which it is given. A failure or delay by either one of us to exercise any right given to it under this Agreement does not mean that the right has been waived.
- A30.2 The exercise by us of any express right set out in this Agreement does not limit any other rights, powers or remedies available to us under this Agreement, at Law or in equity, including any rights, powers or remedies which would be available to us if the express rights were not set out in this Agreement.

A31 Entire Agreement

- A31.1 This Agreement sets out the entire agreement and understanding between both of us and replaces all prior oral or written statements, representations and agreements or arrangements relating to its subject matter.

A32 Notices

- A32.1 Any notice given pursuant to this Agreement must be in writing and may be served personally or sent by registered mail or by facsimile transmission. All notices must state the contract reference number given to this Agreement.
- A32.2 Notices given:
- a. personally are served upon delivery;
 - b. by post (other than airmail) are served three days after posting;
 - c. by airmail are served two days after posting; and
 - d. by facsimile are served upon receipt of the correct answer back or receipt code.
- A32.3 The address and facsimile number for each of us are as specified in this Agreement or as from time to time notified in writing to the other party.

A33 Relationship

- A33.1 Nothing in this Agreement should be interpreted as constituting either of us as an agent, partner or employee of the other and neither we nor you may represent to anyone that:

- a. it is the other party or is an agent, partner, trustee, joint venture partner or employee of the other party; or
- b. it has any power or authority to incur any obligation of any nature on behalf of the other party.

A34 Ending the Agreement

A34.1 This Agreement may be ended at any time by either of us:

- a. upon three (3) months' notice in writing; or
- b. in the case of a provider of Services to one thousand (1,000) or more enrolled patients, upon six (6) months' notice in writing, unless both of us agree otherwise in writing.

A34.2 Without limiting any other rights we may have, we may end this Agreement immediately by written notice to you:

- a. if we have good reason to believe you are or will be unable to carry out all your material obligations under this Agreement. Before ending this Agreement for this reason we must Consult with you and if we believe the health or safety of any person is at risk we may suspend your provision of the Services while we Consult with you;
- b. if you have failed to carry out any of your obligations in this Agreement and the failure is material and cannot be remedied;
- c. if you (or, if applicable, any one of you) are adjudged bankrupt;
- d. if you are a company and you are placed in receivership or liquidation;
- e. if you have failed to carry out any of your obligations in this Agreement and the failure can be remedied by you but you fail to do so within 30 days of receiving written notice of the default from us;
- f. if you have been convicted of any dishonesty offence relating to any claim for payment from any party (not limited to the District Health Board or any of its predecessors) for provision of any type of health services whether claim pursuant to this Agreement or otherwise; or
- g. in accordance with clause D6.2

A34.3 If after 30 days from your receiving our notice referred to in clause A34.2 the obligation still has not been met, we may by written notice, instead of ending this Agreement:

- a. at any time vary or withdraw from the coverage of this Agreement any of the Services in respect of which you have not met your obligation, either straight away or at any later date; and
- b. cease payment for any of the Services from the date of their withdrawal.

A34.4 You have the same rights and must follow the same procedures if we have not met a material obligation under this Agreement and as a consequence you wish to withdraw the relevant Service.

A34.5 Either of us may terminate this Agreement where it is entitled to do so and in accordance with the terms of this clause A34 despite the existence of a dispute under clause A23 above.

A35 Variations to this Agreement

A35.1 This Agreement may be varied at any time:

- a. by written agreement signed by both of us, whether as a result of a review process conducted in accordance with the terms of this Agreement or otherwise; or

b. pursuant to clause A36 below.

A35.2 Despite anything in clause A35.1, amounts payable to you under clause A10 may be increased from time to time by written notice from us to you, following a pricing review conducted by us under clauses A38 and A39.1.

A35.3 Where prices have been varied in accordance with clause A35.2, we will add a new pricing schedule to Part F of this Agreement, following notification to you of the new prices.

A36 Changes Following a Ministerial Direction, Crown Funding Agreement Requirement or Change in Law

A36.1 We may vary the terms of this Agreement to give effect, where applicable, to:

- a. any Ministerial direction or requirement given under section 32, section 33 or section 33B, respectively, of the Act, or under the Crown Entities Act 2004;
- b. any obligations under a Crown funding agreement pursuant to the Act;
- c. to give effect to the requirements of section 10 of the Public Finance Act 1989; or
- d. any change in Law,

by giving you written notice as soon as practicable. Such written notice must also provide details of the proposed amendments to the terms of this Agreement and the date that these amendments (in the absence of any agreement on alternative amendments under clause A36.3 below) are due to take effect.

A36.2 Where we intend to vary the terms of this Agreement under clause A36.1 above, we agree to propose amendments that will have the least adverse impact, financial or otherwise, on you while also giving effect to the relevant direction, obligation or change under clause A36.1 above.

A36.3 Following written notice of a variation to the terms of this Agreement under clause A36.1 above both of us will then, in good faith, and subject to clause A36.1 above, seek to agree on the proposed amendments.

A37 Review of this Agreement

A37.1 You may raise issues with us at any time to be considered both throughout the year and as part of the annual review.

A38 Annual Review

A38.1 We, either individually or collectively with other DHBs, and your Representative Body shall have the right each year of the term of this Agreement and prior to the 31 December each year to raise issues, relating to this Agreement that either of us wish to address in accordance with the following review process:

A38.2 The party initiating the annual review may propose, in writing to the other, amendments to this Agreement and the reasons for such amendments. The other must respond within 20 Working Days of receipt, to the proposed amendments or make an alternative proposal.

A38.3 We and your Representative Body must undertake the review in good faith to seek prompt agreement on any proposed amendments or any alternative proposals. Once agreement is reached on any proposed amendments or any alternative proposal, then this Agreement will be varied to take account of any such agreed amendments in accordance with clause A35 of this Agreement.

A38.4 If neither we nor the Representative Body are able to agree on any proposed amendments or any alternative proposal, within one month of the party who initiated the review receiving the other party's response in terms of clause A38.2 above, then the matter will be referred to mediation.

A38.5 If any disagreement regarding any proposed amendment or any alternative proposal is not settled by mediation, within one month of the disagreement being referred to mediation in terms of clause A34.4 above, then this Agreement will continue in force un-amended.

A39 Price Review

A39.1 We agree to review, no later than 31 December each year, the prices contained in this Agreement in accordance with the review process described in clause A38 above.

PART B INTERPRETATION AND DEFINITIONS

B1 Interpretation

B1.1 In this Agreement:

- a. “we”, “us” and “our” means the «Contract_Level_DHB_Name» DHB or any organisation or organisations to which this Agreement is transferred from the Ministry of Health (which may be District Health Boards established under the Act) and its permitted consultants, subcontractors, agents, employees and assignees;
- b. “you” and “your” means the provider named in this Agreement including its permitted subcontractors, agents, employees and assignees;
- c. “both of us”, “each of us”, “either of us” and “neither of us” refers to the parties;
- d. terms given a defined meaning in this Agreement have that meaning;
- e. where the context permits, words referring to the singular are to include the plural and the reverse;
- f. any reference to any of the parties includes that party's executors, administrators or permitted assigns, or if a company, its successors or permitted assigns or both;
- g. everything expressed or implied in this Agreement which involves more than one person binds and benefits those people jointly and severally;
- h. clause headings are for reference purposes only;
- i. a reference to a statute includes:
 - i. all regulations under that statute;
 - ii. all amendments to that statute; and
 - iii. any statute substituting for it which incorporates any of its provisions;
- j. all periods of time or notice exclude the days on which they are given and include the days on which they expire; and
- k. all references to “including” are to be read as “including without limitation”.

B2 Definitions

B2.1 In this Agreement the following terms have the stated meaning:

Term	Meaning
Act	The New Zealand Public Health and Disability Act 2000.
Agreement	This agreement between both of us for the funding and provision of the Services.
Approving Dental Officer (ADO)	A Dentist appointed to act on behalf of the DHB to approve treatments that are provided under this Agreement that require the DHB's pre-approval.
Audit	Includes inspection, monitoring, audit, investigation, review and evaluation of your performance and compliance with the terms of this Agreement carried out in accordance with clause A17.
Calendar Year	The period from 1 January to 31 December of a particular year.

Complaints Body	<p>Any person or organisation appointed:</p> <ul style="list-style-type: none"> a. by a Health Professional Authority; or b. by Law; or c. by us, <p>to deal with complaints or other issues relating to the funding or provision of the Services and includes any advisory committee.</p>
Completion	The completion, in respect of each patient, of the action plan of Services required to be carried out for that patient following that patient's annual check-up.
Code of Consumers' Rights	The Health and Disability Commissioner Code of Health and Disability Services Consumers' Rights Regulations 1996, as amended from time to time.
Consult	<p>Each of us must:</p> <ul style="list-style-type: none"> a. fully state our proposals and views to the other and carefully consider each response to them; b. act in good faith and not predetermine any matter; and c. give the other adequate opportunity to consult any other interested party. <p>The obligation of either of us to Consult will be discharged if the other refuses or fails to Consult.</p>
Decile	The Ministry of Education TFEA (Targeted Funding for Educational Achievement) indicator for a given school based on the socio-economic profile of the community from which the school's pupils are drawn.
Dentist	A dentist registered with the Dental Council under the Health Practitioners Competence Assurance Act 2003.
Dental Therapist	A dental therapist registered with the Dental Council under the Health Practitioners Competence Assurance Act 2003.
Dental Hygienist	A dental hygienist registered with the Dental Council under the Health Practitioners Competence Assurance Act 2003.
DHB	A District Health Board established under the Act.
Director-General of Health	The chief executive of the Ministry of Health appointed under the State Sector Act 1988 or the person acting as chief executive of the Ministry of Health under that Act.
Eligible Adolescent or Child	An adolescent or child who is an Eligible Person and who meets the eligibility criteria set out in clause E4.

Eligible Person	A person who is eligible to receive services funded under the Act, as specified by the Minister of Health in a direction issued under section 32 of the Act (or in any equivalent direction issued previously under the Health and Disability Services Act 1993 and continued by section 112(1) of the Act, so long as such direction remains in effect).
Guidelines	The Quality Guidelines and the Operational Guidelines.
High Caries Treatment Planning	The high caries treatment planning services as defined in clause E5.2.
Health Professional Authority	Any authority or body that is empowered by any statute or the rules of any body or organisation, to exercise disciplinary powers in respect of any person who is involved in the supply of health and disability services, and includes the Health and Disability Commissioner.
Law	Includes: <ul style="list-style-type: none"> a. any legislation, decree, judgement, order or by-law; b. any rule, protocol, code of ethics, practice or conduct and other ethical or other standards, guidelines, requirements, of any Health Professional Authority; c. any relevant standards of the New Zealand Standards Association; and d. any future Law.
Ministry	The Ministry of Health (by whatever name known) and any successor department of state and includes the Minister of Health and Director-General of Health and any of his, her or their delegates.
Non-Completion	The patient has failed to present, despite your best endeavours in terms of clause F2 of this Agreement, for further treatment scheduled in accordance with the action plan of Services required to be carried out for that patient following that patient's annual check-up.
Operational Guidelines	The guidelines, as amended from time to time, entitled: "Operational Guidelines for the Provision of Oral Health Services for Adolescents and Special Dental Services for Children and Adolescents", dated July 2016 and relating to the National Service Specification - Oral Health Services for Adolescents and Special Dental Services for Children and Adolescents.
Oral Health Services – Tier One Service Specification	The Oral Health Services – Tier One Service Specification published by the Ministry of Health as part of the nationwide service framework library, which is available at www.nsfl.health.govt.nz , as updated by the Ministry from time to time.
Oral Health Services for Adolescents	The oral health services described in clause E1.2(a).
Payment Agent	The payment and reporting agency, as designated by us from time to time.

Pharmaceutical Schedule	The current Pharmaceutical Schedule as published by PHARMAC from time to time, being a list of pharmaceuticals that are subsidised by the Government and stating the amount of the subsidy paid.
Quality Guidelines	The guidelines, as amended from time to time, entitled: "Oral Health Services Agreement: Provider Quality Specification Guidelines for Implementation", which relate to the provision of your development and/or formalisation of quality systems for the purposes of this Agreement.
Records	All records and information relevant to the performance of your obligations under this Agreement. The records include those that are held by you, your staff, your subcontractors or otherwise held on your behalf, and includes records in all forms including written and electronic forms. For the avoidance of doubt "records" includes patient records.
Representative Body	A body or bodies that either we, or you, consider to be representative of the interest of oral health providers collectively, or of particular groups of oral health providers.
Special Dental Services for Children and Adolescents	The special dental services as described in clause E1.2(b).
Services	The services that you are to provide in accordance with this Agreement, as amended from time to time, including as applicable, Oral Health Services for Adolescents and/or Special Dental Services for Children and Adolescents.
Uncontrollable Event	An event which is beyond the reasonable control of one of us but does not include: <ul style="list-style-type: none"> a. any risk or event which the person claiming could have prevented or overcome by taking reasonable care including having in place a reasonable risk management process; or b. a lack of funds for any reason (other than where we have failed to make due payment).
Working Day	A day on which your bank, our bank and our Payment Agent's bank are open for business.

PART C PROVIDER QUALITY SPECIFICATIONS (PQS)

C1 Provider Quality Specifications Apply to all Services

- C1.1 You agree that your Services will comply with the provider quality specifications outlined in this Part C, insofar as these are reasonably achievable within the amount of funding provided.
- C1.2 If you are unable to meet any of these provider quality specifications you agree to notify us in writing and identify the reasons for your inability to comply.

C2 Quality Improvement and Requirements for Māori

- C2.1 You agree to have systems and processes for the ongoing development of service quality.
- C2.2 You agree to have processes to bring the perspectives of Māori to the planning and development of your Services. These processes will be suited to the scope and location of the Services provided and their impact on Māori.

C3 Risk Management

- C3.1 You will establish a formal written process for the identification, evaluation and management of key risks to consumers, visitors and staff.
- C3.2 You will meet all requirements of the Health and Safety at Work Act 2015 and any regulations made under that Act (as amended or replaced from time to time).
- C3.3 You will have documented policies and procedures to guide staff in meeting health and safety requirements. Policies and procedures will cover key areas of relevance to the service. This will include but is not limited to:
- a. compliance with all New Zealand Dental Association and Dental Council Codes of Practice, Codes of Ethics, and Standards;
 - b. security: systems to manage security appropriate to the degree and range of risk(s) relevant to the Services provided.
- C3.4 You will develop systems for the recording and resolution of incidents and adverse events. This system will include an internal documented reporting process that allows identification of trends and links to quality development processes, including corrective and preventive strategies.

C4 Consumer Rights

- C4.1 You agree that Services provided by you will meet all requirements of the Code of Consumers' Rights. This includes ensuring that the Code of Consumers' Rights is prominently displayed and copies are readily available to patients using the Services.

C5 Entry to Service

- C5.1 You will ensure that eligibility and access criteria for the Services, in particular as stipulated in clauses E4 and E6 of this Agreement, are met.
- C5.2 You will ensure that:
- a. adequate and accurate information about the Services is available to referrers or clients or potential clients to facilitate consumer access to Services, including after-hours Services as applicable; and
 - b. Service information is communicated in ways that are effective, acceptable to and readily understood by the consumers.
- C5.3 Where consumers are not eligible for a Service or are declined, you will ensure that processes are in place to ensure the immediate safety of the consumer and others including:

- a. sufficient preliminary assessment to ensure that the consumer does not require the Service;
- b. advising the consumer and/or their family and/or whanau of alternative services and if necessary formally referring the consumer to an alternative service;
- c. documenting the reasons for declination and informing us if required; and
- d. having a process for documenting the management of declinations.

C6 Service Provision

- C6.1 Services will be provided in a timely, equitable and efficient manner to meet consumers' assessed needs.
- C6.2 Service delivery will reflect current best practice and be provided by sufficient numbers of suitably skilled and qualified personnel. Current best practice includes the requirement for a planned approach to all stages of service delivery for every consumer.
- C6.3 Consumer records and related administrative processes will meet legislative and accepted professional and/or sector standards.
- C6.4 Formal documented processes will be maintained to plan and implement safe and timely referral, discharge or transfer.
- C6.5 You will maintain a range of linkages and co-operate with other providers and community agencies to promote effective service delivery.
- C6.6 As you are providing children's services as defined in section 15 of the Vulnerable Children Act 2014, then in accordance with section 16 of the Act you will:
- a. adopt, as soon as practicable, a child protection policy (in respect of the provision of children's services) that complies with section 19 of that Act;
 - b. review that policy thereafter a minimum of every 3 years; and
 - c. in accordance with best practice, post a copy of the child protection policy on your internet site, or if you do not have a website ensure a hard copy of your policy is available in your Practice.

C7 Staff Management

- C7.1 You agree to have staff management processes consistent with good human resource practice, including access to adequate supervision and training to ensure that personnel are and remain competent to meet the requirements of their positions and the appropriate supervision of trainees, volunteers and other such staff.
- C7.2 You agree to ensure that all registered health practitioners who provide Services under this Agreement hold a current annual practising certificate and practice within their scope of practice and area of competence.
- C7.3 You agree to ensure that staff providing the Services are clearly identified to patients.

C8 Facilities

- C8.1 You agree to ensure that at all times all buildings, plant and equipment are adequately maintained, fit for their purpose, maintained in safe working order and all legislative, regulatory and other relevant standards are met.

PART D BUSINESS RULES

D1 Reporting Information

- D1.1 You will report the information requirements outlined in Part E10 of the service specifications contained in this Agreement.
- D1.2 All reporting of information by you for Services provided through this Agreement shall:
- a. be submitted on the appropriate forms provided by us or the Payment Agent for the purpose of submitting information or on any forms approved by us, including computer forms;
 - b. be sent to the Payment Agent, at the location set out in the Operational Guidelines, within the timeframe outlined in the service specifications contained in Part E of this Agreement; and
 - c. if you use computer forms, a duplicate copy should be sent to Payment Agent.
- D1.3 You will receive a list of the Decile scores for the high schools in your District Health Board region. This list will be updated from time to time by us. This list will be the relevant list of Decile scores for payment purposes as set out in clause F2.
- D1.4 We will give you notice of any review of, or proposal relating to, information requirements set out in the service specifications, in accordance with the review provisions in this Agreement.
- D1.5 We, or the Ministry, may, from time to time, require additional information. We will agree with you a mutually acceptable timetable for delivery of this additional information. Once agreement is reached you will deliver against the timetable agreed.
- D1.6 We may request additional information from you in relation to the Services specified in this Agreement. In the request, we will detail the reasons for the request and the intended usage of the required information.
- D1.7 You will endeavour to provide us with every reasonable assistance in obtaining the required information. Both of us will agree to any conditions and specifications of ad-hoc information requirements in writing, including the cost and resource implications.
- D1.8 The information you provide should, in all cases, be an accurate, consistent and complete representation of the facts to the best of your knowledge and belief.
- D1.9 To enable us to Audit your data collection and reporting processes, you agree to provide us with access to the following on request:
- a. the person(s) responsible for the capture of this data;
 - b. a description of the manual and automated procedures and processes used to transform this data into the information you provide; and
 - c. the procedures that describe how you ensure the security of information according to the Privacy Act 1993 and the Health Information Privacy Code.
- D1.10 The costs associated with the provision of information specified under this Agreement at the date of execution are to be paid for by you. These costs are deemed to be included in the prices for the Services agreed under this Agreement.

D2 Payment

- D2.1 Payment for Services specified in this Agreement will be made, within 20 Working Days from the receipt of valid information described in clause E10.2 by the Payment Agent, by direct credit to your nominated bank account.
- D2.2 Any information submitted in respect of any patient by you for payment for providing Services specified in this Agreement may not be approved for payment if:

- a. we believe that the information you have submitted is erroneous;
- b. we believe that the Services you have provided are not in accordance with the service specifications contained in this Agreement; or
- c. you have not obtained approval to provide the Services, if you are required to obtain such approval in the service specifications contained in this Agreement.

In all these cases we will discuss with you the reasons for our non-approval of payment.

- D2.3 If you fail to comply with the reporting requirements set out in Part E and elsewhere in this Agreement we may withhold 10% of any current or future payment owing to you until such requirements are met.
- D2.4 If you receive any payments for Services under this Agreement, you may not receive further payment from us for those same Services under this Agreement, any other agreement, any notice issued under section 88 of the Act or any other arrangement.
- D2.5 You may claim payment under this Agreement for Services for Special Dental Services provided under clauses E5.6 and E5.7 of this Agreement in compliance with the requirements set out in Part F (Service Pricing) of this Agreement
- D2.6 Subject to the provision relating to non-metallic restorations set out in clause E5.3, the prices set out in Part F represent the full payment to be received by you for providing the relevant Services and you are not entitled to:
- a. charge the patient any additional fee for any of the Services provided under this Agreement;
 - b. require the patient to accept and pay for any additional Services from you as a condition of you providing services to that patient funded under this Agreement.
- D2.7 If we have reason to believe you have obtained or attempted to obtain any payment from us for any Services that have not been provided or that have been provided otherwise than in accordance with this Agreement we may Audit your practice in regard to this.
- D2.8 You must lodge an invoice and valid information with the Payment Agent no later than six (6) months after the date on which the entitlement to payment arises.

D3 Referral to the Health and Disability Commissioner

- D3.1 Where there is a consumer complaint and/or a concern that there is a breach of consumer rights by you, your staff or your service, a complaint may be referred to the Health and Disability Commissioner for investigation under the provisions of the Health and Disability Commissioner Act 1994.

D4 Referral to an Appropriate Complaints Body

- D4.1 If as a result of an Audit of your practice and/or a complaint we have reason to believe there are concerns requiring further investigation, undertaken under clause A17, including concerns that you may be in breach of any of your obligations under this Agreement, we may, without prejudice to our other rights under this Agreement, refer the issue to a Complaints Body that we consider to be an appropriate body to address and/or determine the issue.
- D4.2 You are required to assist any Complaints Body with its investigation, including providing any information, documentation or other material required by the Complaints Body for its deliberations.

D5 Status of This Agreement during a Disciplinary or Competency Review

- D5.1 During the time a disciplinary or competency review is under way, restrictions may be placed on your practice.

D5.2 If we have serious concerns that the safety of patients may be compromised by you or members of your staff continuing to provide the Services while a disciplinary or competency review is resolved, we may either suspend your right to provide Services under this Agreement, or require that your staff cease being involved in the provision of Services, pending the outcome of the review.

D6 Termination of this Agreement as a result of Disciplinary Process

D6.1 If, as a result of a disciplinary or competency review, you are found to be in breach of the terms and conditions of this Agreement we may terminate this Agreement in accordance with clause A34 of this Agreement.

D6.2 Where a serious complaint against you or your staff has been proven we may immediately terminate this Agreement.

D7 Pharmaceuticals

D7.1 We will, through PHARMAC, make available to you the Pharmaceutical Schedule. The Pharmaceutical Schedule sets out the terms and conditions under which pharmaceuticals are supplied to patients and practitioners. You agree to comply with the terms and conditions of the Pharmaceutical Schedule.

D7.2 You agree that all prescriptions issued by you, whether electronic or hard copy, will include the following details:

- a. referrer's type;
- b. referrer's DCNZ number;
- c. referrer's name;
- d. the date prescribed;
- e. the patient's name and address;
- f. the patient's National Health Index number (NHI) (where available);
- g. the patient's date of birth (where no NHI number) and where the patient is under 13 years of age;
- h. the patient's gender (where no NHI number);
- i. the patient's category;
- j. the patient's community services card status;
- k. the patient's high user health card status;
- l. the name of the pharmaceutical;
- m. the dose;
- n. the frequency of dose;
- o. the quantity or total days supply;
- p. any special instructions (if applicable);
- q. the referrer's signature;
- r. the appropriate funder.

D7.3 If we believe that you or your staff, as identified in an Audit, have unnecessarily, inappropriately or excessively prescribed any pharmaceutical for any person we may, without

prejudice to our other rights under this Agreement, refer the matter to a Complaints Body to address and/or determine the matter. If the Complaints Body so recommends, we may require that you pay to us the amount of the cost or loss suffered by reason of the practice or matter investigated by the Complaints Body. We may deduct any such amounts against amounts that are currently or may become payable to you.

D8 Enrolment Registers

- D8.1 In order to become a patient an Eligible Person must meet the criteria in clause E4 and must complete, accurately and in full, the enrolment form supplied by the Ministry of Health. You must countersign this form and return the relevant section to our Payment Agent.
- D8.2 You agree to enter each enrolled patient on a register retained for this purpose by you.
- D8.3 If you decide to remove a patient from your register you agree to use reasonable endeavours to inform the patient in writing. You agree to copy this written notice to our Payment Agent. This notice must include the patient's name, last known address and date of birth.
- D8.4 A patient may at any time, in writing, request us to remove his or her name from your register. On receipt of such a request we will advise you that the patient's name has been removed from your register.

D9 Regional Oral Health Coordinator for Oral Health Services for Adolescents Only

- D9.1 We will nominate a regional dental health co-ordinator for our DHB district for Oral Health Services for Adolescents. You will be required to work with the regional dental health coordinator, whose role will include carrying out the following functions:
- a. facilitating improved uptake for Oral Health Services for Adolescents in your DHB district;
 - b. creating effective links between providers of Oral Health Services for Adolescents and your local school dental service;
 - c. liaising with, and forging links between, providers of Oral Health Services for Adolescents and local Māori;
 - d. creating effective links between providers of Oral Health Services for Adolescents and providers of other primary care services;
 - e. representing oral health service providers in public health initiatives, in particular in any issues relating to fluoridation; and
 - f. providing an effective link between providers of Oral Health Services for Adolescents and the DHB.

PART E NATIONAL SERVICE SPECIFICATION FOR ORAL HEALTH SERVICES FOR ADOLESCENTS AND SPECIAL DENTAL SERVICES FOR CHILDREN AND ADOLESCENTS

E1 Introduction

- E1.1 This service specification is to be read in conjunction with the Oral Health Services – Tier One Service Specification.
- E1.2 Oral Health Services for Adolescents and Special Dental Services for Children and Adolescents encompass a range of dental services to assist the maintenance of a functional natural dentition.
- a. Oral Health Services for Adolescents are those Services described in clauses E5.1, E5.2, E5.3, E5.4, and E5.5, and include preventive care, chair-side education and some treatments for oral disease and the restoration of tooth tissue.
 - b. Special Dental Services for Children and Adolescents are those Services described in clause E5.3, E5.6, and E5.7 are those which support school dental services and include some treatments for oral disease, the restoration of tooth tissue, extractions and other treatments that are beyond the scope of a dental therapist and some treatment for children and adolescents who cannot access their regular oral health provider.

E2 Māori Health

- E2.1 Providers will take into account He Korowai Oranga – the Māori Health Strategy when providing the Services.

E3 Pacific Health

- E3.1 Providers are expected to improve the oral health outcomes and reduce oral health inequalities for Pacific children and adolescents, as outlined in Oral Health Services – Tier One Service Specification.

E4 Eligibility

- E4.1 An Eligible Person for Oral Health Services for Adolescents is:
- a. adolescents from the start of school year 9 up to the day before their 18th birthday; and
 - b. children, year 8 at school and under, who have been referred or released early from the school dental service as not being able to be treated by them due to medical or management reasons, and whose transfer has been approved by an Approving Dental Officer.
- E4.2 Providers will not exclude from enrolment Eligible Persons based on their presentation at enrolment with a high level of treatment need or their likelihood to have a high prevalence of oral disease based on their membership of a particular social group.
- E4.3 An Eligible Person for Special Dental Services for Children and Adolescents comprises:
- a. all children from birth until the end of school Year 8 enrolled with the school dental service; and who otherwise would not have reasonable access to their regular oral health services provider; and
 - b. adolescents, from and including school year 9 up to their 18th birthday, who otherwise would not have access to their regular oral health services provider.

E5 Service Components

E5.1 Standard Oral Health Services for Adolescents

Standard Oral Health Services for Adolescents consist of a range of dental services that will be purchased as a package. The package of Services will cover the following areas:

1. consultation, including examination and diagnosis, prophylaxis, advice on dental care and any special tests and bitewing radiographs considered necessary. This includes both regular consultations as necessary and any necessary emergency consultations in normal hours;
2. all necessary one surface restorations in posterior teeth (molars and premolars);
3. periapical X-rays where required;
4. fissure sealants where required;
5. removal of supragingival calculus;
6. other preventive treatments (e.g. topical fluoride applications) where required; and
7. chair-side education on oral health care.

All patients will receive at least one annual consultation per calendar year. Additional consultations will be scheduled as the patient's needs dictate. All treatments should be scheduled within two months of the initial consultation date. All patients should have their treatment plans designed to meet their level of need and caries risk.

All patients must receive the services to which the patients are reasonably entitled under this service specification. Services provided should be based on patient need and aligned to recognised good practice within dentistry. A consultation may be claimed once each Calendar Year for each patient.

Chair-side education should, at the first consultation, include advice on brushing, flossing and the use of mouth guards, with any necessary follow-up at subsequent visits. Patients with a high caries risk should be provided with advice about appropriate oral hygiene aids and encouraged to seek continuing oral health services.

E5.2 High Caries Treatment Planning

Additional services for adolescents who have a high level of dental caries may, with the Approving Dental Officer's approval, be funded on a fee-for-service basis rather than on a standard package of services basis for the services described in clause E5.1.

A treatment plan including all of the proposed treatments must be submitted to the Approving Dental Officer for prior approval.

Further details in relation to oral health services where High Caries Treatment Planning is required are outlined in the Operational Guidelines.

E5.3 Non-metallic restorations

In relation to a two-face or a three-face surface restoration in posterior teeth undertaken as a service under E5.4 or E5.6, you may place either a non-metallic or an amalgam restoration.

If you place an amalgam restoration, you may claim the fee specified in clause F2.1.

If you place a non-metallic restoration, you may either:

- a. claim the fee specified in clause F2.1, in which case you must not charge the patient for the restoration (including that you may not charge a part charge for the difference between the cost of providing a non-metallic restoration and the fee you may claim from us for a non-metallic restoration); or
- b. charge the patient a fee for the restoration, but only if you:
 - I inform the patient (or the patient's guardian if the patient is under 16 years old) that he or she can receive an amalgam restoration at no charge, and has the

option of attending another provider who may provide a non-metallic restoration at no charge; and

- II the patient (or the patient's guardian) agrees to pay the fee; and
- III do not claim a fee for the restoration under clause F2.1.

E5.4 **Additional Oral Health Services for Adolescents Not Requiring Prior Approval**

Additional Oral Health Services for Adolescents not requiring prior approval consist of a range of dental services that will be provided where required. These services may be provided without prior approval from an Approving Dental Officer.

The following services will be purchased on a fee-for-service basis.

1. two surface (approximo-occusal) restorations in posterior teeth;
2. three surface (mesio-occusal-distal) restorations in posterior teeth;
3. complex coronal restorations in amalgam (including restoration of one or more cusps);
4. single surface restorations in anterior teeth and buccal surfaces of premolars;
5. more than one surface restorations in anterior teeth;
6. preformed metal crowns;
7. extractions (excluding extractions for orthodontic purposes) with local anaesthetic;
8. re-cement inlay or crown;
9. pulp removal and root filling in deciduous teeth;
10. emergency dressings;
11. emergency consultations outside the normal practice hours of that surgery.
12. panoramic radiographs;
13. occlusal radiographs;
14. pulpotomy in deciduous teeth;
15. pulpotomy in permanent teeth;
16. Root canal treatment and root fillings in permanent anterior teeth; and
17. Root canal treatment and root fillings in permanent posterior teeth.

E5.5 **Additional Oral Health Services for Adolescents Requiring Prior Approval**

Additional Oral Health Services for Adolescents requiring prior approval consist of a range of dental Services that will be provided where required and with the prior approval of an Approving Dental Officer.

The following services will be purchased on a fee-for-service basis:

1. minor surgical operations;
2. treatment of periodontal disease;
3. precision-cast metal partial dentures;
4. acrylic partial dentures;

5. ceramic to metal crowns;
6. all ceramic crowns (partial or full coverage, bonded or cemented);
7. gold crowns (partial or full coverage);
8. full coverage composite crowns;
9. cast posts and cores;
10. preformed posts (para, flexi, etc) and cores;
11. porcelain jacket veneers;
12. labial composite veneers;
13. single full dentures;
14. pair of full dentures;
15. bite splints;
16. apexification/root fillings teeth with an open apex;
17. adhesive bridges (Maryland type).

E5.6 Special Dental Services for Children and Adolescents Not Requiring Prior Approval

These services may be provided without prior approval from an Approving Dental Officer.

The following Services will be purchased on a fee-for-service basis:

1. initial oral consultation for children referred for special dental services or for children or adolescents who are not able to access their regular oral health provider in an emergency during normal practice hours;
2. emergency consultations outside normal practice hours;
3. periapical or bitewing radiographs where required (each film);
4. panoramic radiographs;
5. occlusal radiographs;
6. one surface restorations in posterior teeth (including the anterior and posterior pit and all buccal, palatal and lingual fissure extensions of molars);
7. two surface (mesio-occlusal or distal-occlusal) restorations in posterior teeth;
8. three surface (mesio-occlusal-distal) restorations in posterior teeth;
9. complex coronal reconstructions in amalgam (including restoration of one or more cusps);
10. single surface restorations in anterior teeth and buccal surfaces of premolars;
11. more than one surface restorations in anterior teeth;
12. preformed metal crowns;
13. extractions (excluding extractions for orthodontic purposes) with local anaesthetic;
14. extractions (excluding extractions for orthodontic purposes) with general anaesthetic;
15. preparation and obturation of root canals in permanent anterior teeth;

16. pulp removal and root restorations in deciduous teeth;
17. pulpotomy in deciduous teeth;
18. pulpotomy in permanent teeth;
19. emergency dressings;
20. re-cement inlay or crown;
21. Root canal treatment and root fillings in permanent anterior teeth; and
22. Root canal treatment and root fillings in permanent posterior teeth.

E5.7 Special Dental Services Requiring Prior Approval

These Services may be provided with prior approval from an Approving Dental Officer.

The following Services will be purchased on a fee-for-service basis:

1. minor surgical operations;
2. acrylic partial dentures;
3. gold crown (partial or full coverage)
4. complex reconstructions in composite resin;
5. cast post and core;
6. preformed post and core;
7. preparation and obturation of root canals in permanent posterior teeth
8. labial composite veneer;
9. dentures full upper or lower;
10. dentures upper and lower;
11. bite splints; and
12. apexification

Further definitions of particular treatments are outlined in the Operational Guidelines.

E6 Access

- a. Access for Oral Health Services for Adolescents is through enrolment with a contracted provider of Oral Health Services for Adolescents.
- b. Access for Special Dental Services for Children and Adolescents is through referral from a child oral health provider or a contracted provider of Oral Health Services for Adolescents or self-referral for urgent treatment at times when the patient is unable to have reasonable access to their regular oral health services provider or when the patient is not enrolled with an oral health services provider.
- c. Oral Health Services for Adolescents are to be provided so as to increase access and improve adolescent oral health, particularly amongst high risk adolescents.
- d. Special Dental Services are to be provided within each District Health Board so as to ensure timely access for eligible children and adolescents requiring urgent dental care and care outside the scope of dental therapy practice.

E7 Exclusions

- a. Eligibility for Oral Health Services for Adolescents and Special Dental Services for Children and Adolescents ceases on an Eligible Person's 18th Birthday;
- b. orthodontic treatment;
- c. patients who are eligible for treatment through ACC;
- d. diagnostic and treatment services outside those described in the treatment schedules;
- e. fee paying overseas students.

E8 Linkages

Providers are required to demonstrate appropriate and effective links with the following services:

- a. providers of child community oral health services;
- b. hospital dental services;
- c. oral health regional coordination services;
- d. dental professional associations, regulatory agencies or other agencies where appropriate;
- e. consumer advocacy services, including Māori advocacy services;
- f. new migrant and refugee health services;
- g. DHB-based and community-based adolescent and well child/tamariki ora services and health promotion services; and
- h. PHO-based primary care services.

E9. Quality Requirements

E9.1 Generic Quality Requirements

As outlined in Oral Health Services – Tier One Service Specification.

E9.2 Service Development

The objective of Oral Health Services for Adolescents and Special Dental Services Children and Adolescents is to achieve a standard of oral health that leads to adults maintaining good oral health.

Providers will:

- a. ensure that each patient has access to a basic level of oral health care;
- b. ensure accurate monitoring of oral health status of the enrolled adolescent population (see reporting requirements in clause E10); and
- c. encourage patients, especially Māori and Pacific people and other at risk children and adolescents, to seek oral health services on a regular basis.

E9.3 Effectiveness

We will assess the effectiveness of services based on:

- a. collaboration with providers of adolescent oral health coordination services;
- b. improvement in the oral health status of adolescents;

- c. enrolment and utilisation of services by adolescents;
- d. giving priority to the provision of care in areas or to groups with issues of access or higher levels of oral disease; and
- e. providers making best endeavours to Complete each course of treatment for enrolled patients.

E9.4 Acceptability

- a. Children and adolescents are to be treated with respect, dignity and in ways that are culturally sensitive.
- b. Services should take into account the needs of children, adolescents, their families and whanau, and consumer groups.

E9.5 Safety and Efficiency

You will adhere to the provisions under the Provider Quality Specifications.

Monitoring and Supervision will be in compliance with the Health Practitioners Competency Assurance Act 2003.

You will ensure:

- a. Oral health Services are to be provided by suitably qualified and competent health practitioners who hold an Annual Practising Certificate from the Dental Council.
- b. Dental Therapists, Dental Hygienists and Dentists are the lead practitioners providing the Services and work together to provide a seamless service and develop appropriate links with private providers, hospital and community dental services and other health care services and consumer advisory services to maintain a high standard of care for each child.
- c. Oral health treatment and outcome data are to be collected at the unit (individual child or adolescent) level, and reported as directed.
- d. Dental Therapists and Dental Hygienists have access to timely and appropriate advice from a Dentist during delivery of clinical care.

Service providers delivering care from mobile clinics will limit the maximum population treated by any one mobile facility to that agreed with the District Health Board.

E9.6 Guidelines

Oral health service providers must comply with the Quality Guidelines and the Operational Guidelines issued by the District Health Board.

The District Health Board reserves the right to update and/or amend the Quality Guidelines and the Operational Guidelines from time to time, provided that there is consultation with a Representative Body (e.g. NZDA, NZDTA Te Ao Marama) regarding any such amendment. A copy of any updated Guidelines will be forwarded to Providers when the changes are implemented.

E9.7 Facilities

As outlined in the Oral Health Services – Tier One Service Specification.

E10 Information and Reporting Requirements

E10.1 Enrolment Reporting Requirements

Providers must ensure that each patient's NHI number is used as a unique identifier when complying with all enrolment and reporting requirements in this Agreement. If a patient enrolls

with another oral health provider, the original oral health provider should be informed of this by the Payment Agent.

Oral health providers will confirm the patients' details at their annual examination and inform the Payment Agent if there are any changes to the above details.

E10.2 **Service Delivery Information**

The Provider will report all treatments provided to patients to the Payment Agent. This data, along with the treatment claims, will be submitted after the patient's treatment has been Completed. All reporting will be as per the Operational Guidelines.

PART F SERVICE PRICING FOR ORAL HEALTH SERVICES FOR ADOLESCENTS AND SPECIAL DENTAL SERVICES FOR CHILDREN AND ADOLESCENTS

F1 Eligibility for and Pricing of Services

The eligibility criteria that patients must meet before they can receive the Services listed below are specified in the service specifications contained in Part E of this Agreement. The pricing terms applicable to the Services are set out in this Part F.

F2 Pricing for Standard Oral Health Services for Adolescents

The standard services described in clause E5.1 of this Agreement will be purchased as a package. You will receive one payment per patient per year for these standard Services after the date you have either:

- a. achieved Completion for that patient; or
- b. you have reported to us Non-Completion relating to that patient, provided that:
 - i. the patient attended their annual check-up;
 - ii. the patient failed to present for further treatment, scheduled in accordance with the action plan of services to be carried out for that patient following that patient’s annual check-up;
 - iii. you have used your best endeavours to get the patient to present for their further scheduled treatment, including at least two documented recalls for treatment; and
 - iv. you have reported such Non-Completion to us.

The price paid to you for each patient will be according to the school Decile applicable. The relevant price is set out in the table below (as amended from time to time under clause A39).

Decile Score	Code	Price (GST excl.) 2018/19
Decile 1 - 3	COM1	\$153.57
Decile 4 - 6	COM2	\$133.55
Decile 7 -10	COM3	\$113.61

If a patient is not enrolled at a high school, or is attending a high school that is not included on the list of high schools provided to you under clause D1.3, the price paid to you for the patient will be the price we pay for patients attending a high school with a Decile Score of 4 – 6.

You agree to only claim payment from us for Services provided within the geographical areas for which we are responsible as specified in Schedule 1 to the Act, whether or not a patient is resident within our geographical area.

If you provide Services from a facility located in another District Health Board’s geographical areas, then you agree not to claim for payment from us. Instead, it will be your responsibility to claim for payment from the relevant District Health Board.

F2.1 Schedule of prices for Additional Oral Health Services for Adolescents not Requiring Prior Approval

The additional Services not requiring prior approval, described in clause E5.4 of this Agreement, will be purchased on a fee-for-service basis. You will receive payment for these additional Services for each patient after the date you have achieved Completion for that patient, or, if further treatments are required after the date you have achieved Completion for that patient, after those further treatments are Completed.

Payment for these additional services will be based on the information reported by you in accordance with clause E10. The payment you will receive, per Service provided, will be in accordance with the table below.

Item	Code	Price (GST excl.) 2018/19
Two surface (approximo-occlusal) restorations in posterior teeth	FIL2	\$88.96
Three surface (mesio-occlusal-distal) restorations in posterior teeth	FIL3	\$109.48
Complex coronal reconstructions in amalgam (including restoration of one or more cusps)	FIL4	\$122.88
Simple non-metallic restorations in anterior teeth	FIL5	\$80.63
More than one surface non-metallic restoration in anterior teeth	FIL6	\$108.42
Preformed metal crowns	CRN1	\$ 69.71
Extractions (excluding extractions for orthodontic purposes) with LA	EXT1	\$62.92
Additional Extractions	EXT2	\$47.21
Re-cement inlay or crown	RCM1	\$24.96
Panoramic radiographs	RAD2	\$41.28
Occlusal radiographs	RAD3	\$27.78
Root canal treatment and root filling in permanent anterior teeth (per canal treated) including all necessary radiographs performed during treatment and a mandatory post-operative radiograph for the patient's records	RCT1	\$ 187.48
Root canal treatment and root filling in permanent posterior teeth (per canal treated) including all necessary radiographs performed during treatment and a mandatory post-operative radiograph for the patient's records	RCT5	\$187.48
Pulp removal and root filling in deciduous tooth (maximum fee per deciduous tooth treated)	RCT2	\$151.09
Pulpotomy in deciduous teeth	RCT3	\$96.90
Pulpotomy in permanent teeth	RCT4	\$96.90
Emergency dressings	EMD1	\$28.56
Initial oral consultation for school dental clinic patients referred for Special Dental Services or for school dental clinic patients or adolescents who are not able to access their regular oral health provider in an emergency during normal practice hours	CON3	\$73.94
Emergency consultations outside normal practice hours	CON4	\$109.17

F2.2 Schedule of Prices for Additional Oral Health Services for Adolescents Requiring Prior Approval

The additional Services requiring prior approval, as described in clause E5.5 of this Agreement, will be purchased on a fee-for-service basis. You will receive payment for these additional Services for each patient after the date you have achieved Completion for that patient. If further treatments are required after the date you have achieved Completion for that patient, then payment will be made after those further treatments are Completed.

Payment for these Services will be based on the information reported by you in accordance with clause E10 of this Agreement. These additional Services may only be provided with the

prior approval of Approving Dental Officer. Where the prior approval of an Approving Dental Officer is not sought but an application is made subsequently and not approved, then neither we nor the patient will be liable to pay for those Services.

The payment you will receive, per Service provided, will be in accordance with the table below:

Item	Code	Price (GST excl.) 2018/19
Minor surgical operation or other time based procedures (first half hour)	MSO1	\$85.71
Minor surgical operation or other time based procedures (each additional quarter hour)	MSO2	\$42.85
Treatment of periodontal disease	PDT1	\$67.34
Precision-cast metal partial dentures	DEN1	\$1,546.84
Precision-cast metal partial dentures – each extra tooth	DEN2	\$52.08
Acrylic partial dentures	DEN3	\$672.42
Acrylic partial dentures – each extra tooth	DEN4	\$52.14
Acrylic partial dentures – each clasp	DEN5	\$27.08
Adhesive Bridges (Maryland Type)	ABMT	\$1,038.01
Ceramic to metal crowns	CRN2	\$899.69
All ceramic crowns (partial or full coverage, bonded or cemented)	CRN3	\$897.37
Gold Crown (partial or full coverage)	CRN4	\$853.01
Full coverage composite crowns	CRN5	\$177.56
Bite splints	SPLT	\$ 451.23
Cast posts and cores	PST1	\$240.64
Preformed posts (para, flexi, etc.) and cores	PST2	\$99.91
Porcelain veneers	VEN1	\$773.38
Labial composite veneers	VEN2	\$119.41
Denture full upper or lower	DEN6	\$953.15
Dentures upper and lower	DEN7	\$2,106.98
Apexification / root filling with an open apex	APX1	\$151.09

F3 Schedule of prices for Oral Health Services for Adolescents Requiring High Caries Treatment Planning

Additional services for adolescents require High Caries Treatment Planning, as described in clause E5.2 of this Agreement, will be purchased on a fee-for-service basis. You will receive payment for these Services once the patient has Completed the course of treatment agreed between you and the Approving Dental Officer. Any further non-schedule treatments,

necessary within the same Calendar Year, will also require the prior approval of the Approving Dental Officer.

It is expected that High Caries Treatment Planning will arise in one of three ways:

- a. the enrolling adolescent is in Year 9 and has left the school dental service with extensive unmet treatment need. The Principal Dental Officer of the relevant school dental service should be made aware, if not already so, of such individuals leaving the service; or
- b. the adolescent has not attended the school dental service or any other health provider for an extended period of time, resulting in a large amount of unmet treatment need; OR
- c. the adolescent has recently entered New Zealand from overseas and, being an Eligible Person, presents to the oral health service provider with a large amount of unmet treatment need; or
- d. the adolescent's caries risk has changed dramatically.

The criteria for access to High Caries Treatment Planning funding is - where the adolescent can be shown to be in need of one surface fillings in four or more posterior teeth (molars and pre-molars) in addition to any other treatment needed. Once High Caries Treatment Planning has been approved the fees for the capitated items within the consultation package are able to be separately charged for as a fee for service as in clause F3.2 below.

F3.1 Approving Process for applications for Services requiring prior approval

The provider will submit a Form 497 (application for approval to provide treatment not covered by the fee schedule) outlining the treatment required and including bitewing and any other appropriate radiographs. This may be accompanied by a letter or computer generated treatment plan. The radiographs will be returned to the Dentist.

Having approved the request and assigned an 'approval number', the Approving Dental Officer will return the signed original and duplicate copy of the form to the provider and retain one copy for District Health Board records.

The provider must note the approval number on the appropriate claim form: Oral Health Services in High Caries Treatment Planning (Adolescents) Treatment Report/Claim Summary and attach the original application for approval to provide treatment not covered by the fee schedule.

F3.2 Payment for Higher Caries Treatment planning

Payment for these Services will be based on the information reported by you as outlined in the service specification for High Caries Treatment Planning in clause E5.2 of this Agreement.

If you make a claim under approved High Caries Treatment Planning you cannot make a claim under clause F2 for providing standard services to that patient in the same Calendar Year.

The payment you will receive, per Service provided, will be in accordance with the table below.

Item	Code	Price (GST excl.) 2018/19
Consultation, including examination and diagnosis, prophylaxis, advice on dental care and any special tests and bitewing radiographs considered necessary	CON5	\$67.28
One surface posterior fillings (molar and pre-molar)	FIL1	\$67.84
Periapical X-rays	RAD1	\$10.62
Fissure sealant	FIS1	\$23.49

Any other Services provided to an adolescent requiring High Caries Treatment Planning will be priced in accordance with the tables in clause F2.

F4 Pricing for Special Dental Services

The standard services for Special Dental Services for Children and Adolescents are described in clause E5.6 of this Agreement.

You agree to only claim payment from us for Services provided within the geographical areas for which we are responsible as specified in Schedule 1 to the Act, whether or not a patient is resident within our geographical area.

If you provide Services from a facility located in another District Health Board's geographical areas, then you agree not to claim for payment from us. Instead, it will be your responsibility to claim for payment from the relevant District Health Board.

F4.1 Schedule of Prices for Special Dental Services Not Requiring Prior Approval

The payments you will receive, per service provided, for the Services described in clause E5.6 are as follows:

Item	Code	Price (GST excl.) 2018/19
Initial oral consultation for school dental clinic patients referred for Special Dental Services or for school dental clinic patients or adolescents who are not able to access their regular oral health provider in an emergency during normal practice hours	CON3	\$73.94
Emergency consultation outside normal practice hours	CON4	\$109.17
Bitewing radiograph	PBW1	\$10.62
Periapical radiograph	RAD1	\$ 10.62
Panoramic radiograph	RAD2	\$41.28
Occlusal radiograph	RAD3	\$27.78
One surface restoration in posterior teeth (including the anterior and posterior pit and all buccal, palatal and lingual fissure extensions of molars)	FIL1	\$67.84
Two surface (approximo-occlusal) restorations in posterior teeth	FIL2	\$88.96
Three surface (mesio-occlusal-distal) restorations in posterior teeth	FIL3	\$109.48
Complex coronal reconstructions in amalgam (including restoration of one or more cusps)	FIL4	\$ 122.88
Preformed metal crowns	CRN1	\$69.71
Simple non-metallic restoration in anterior teeth	FIL5	\$80.63
More than one surface non-metallic restoration in anterior teeth	FIL6	\$108.42
Extraction of a single permanent tooth or deciduous quadrant (excluding extractions for orthodontic purposes) with local anaesthetics	EXT1	\$62.92
Extraction of a single permanent tooth or deciduous quadrant (excluding extraction or orthodontic purposes) with general anaesthetic	EXT3	\$90.25
Subsequent extraction of a permanent tooth (maximum 4 teeth) or deciduous quadrant (excluding extractions for orthodontic purposes)	EXT2	\$47.21

Item	Code	Price (GST excl.) 2018/19
Root canal treatment and root fillings in a permanent anterior teeth (per canal treated) including all necessary radiographs performed during treatment and a mandatory post-operative radiograph for the patient's records	RCT1	\$187.48
Root Canal treatment and root fillings in permanent posterior teeth (per canal treated) including all necessary radiographs performed during treatment and a mandatory post-operative radiograph for the patient's record	RCT5	\$ 187.48
Pulp removal and root filling in a deciduous tooth (maximum fee per deciduous tooth treated)	RCT2	\$151.09
Pulpotomy in deciduous tooth	RCT3	\$96.90
Pulpotomy in permanent tooth	RCT4	\$96.90
Emergency dressing	EMD1	\$28.56
Re-cement inlay crown	RCM1	\$24.96

Payment for these Services will be based on the information reported by you as required by clause E10.

F4.2 Schedule of Prices for Special Dental Services Requiring Prior Approval

The payments you will receive, per Service provided, for the Services described in clause E5.7 are as follows:

Item	Code	Price (GST excl.) 2018/19
Minor surgical operation or other time based procedures (first half hour)	MS01	\$85.71
Minor surgical operation or other time based procedures (each additional quarter hour)	MS02	\$ 42.85
Treatment of periodontal disease	PDT1	\$67.34
Acrylic partial denture	DEN3	\$672.42
Acrylic partial denture -each extra tooth	DEN4	\$52.14
Acrylic partial denture -each clasp	DEN5	\$27.08
Gold Crown (partial or full coverage)	CRN4	\$853.01
Complex reconstruction in composite resin	CRN5	\$177.56
Cast post and core	PST1	\$240.64
Preformed post and core	PST2	\$99.91
Labial composite veneer	VEN2	\$119.41
Bite splints	SPLT	\$451.23
Denture full upper or lower	DEN6	\$953.15
Denture upper and lower	DEN7	\$2106.98
Apexification	APX1	\$ 151.09

Payment for these Services will be based on the information reported by you as required by clause E10. These additional Services may only be provided with the prior approval of an Approving Dental Officer. Where the prior approval of an Approving Dental Officer is not sought but an application is made subsequently and not approved, then neither the patient nor we will be liable to pay for those Services.