



Family Start West Coast/Buller
Tai Poutini Whānau Po Kite Ata Trust

PO Box 361,
Greymouth, 7805
Telephone: (03) 768 6868
admin@familystart.co.nz
www.familystart.co.nz

PROVIDER AGREEMENT

Tai Poutini Whanau Po Kite Ata Trust t/a Family Start
West Coast/Buller (**Supplier**)

and

_____ (**Provider**)

This Agreement

Will remain in effect until terminated in writing by either party as per **Item 25** of the Schedule

Between

See **Item 1** of the Schedule (**Supplier**)

and

See **Item 2** of the Schedule (**Provider**)

BACKGROUND

- A. The Supplier has agreed to contract the Provider for service provision and the Provider has agreed to provide services for the Supplier in the position described at Item 3 of the Schedule.
- B. The Supplier and Provider have agreed to enter into this Agreement to record the terms and conditions of this agreement.
- C. The Supplier acknowledges its obligation to apply any applicable employment protections to the Provider and to abide by the provisions contained in any relevant legislation.

The Supplier and Provider Agree that:

1. DEFINITIONS

Agreement means this Provider agreement.

Confidential Information means all the information including trade secrets, Intellectual Property, marketing and business plans, client and supplier lists, computer software applications and programs, business contacts, finance, remuneration details, data concerning the Supplier or any of its related entities or any client of the Supplier, finances, operating margins, prospect's lists, and transactions of the Supplier, but does not include information in the public domain otherwise than through a breach of an obligation of confidentiality.

Employment Relations Act means the *Employment Relations Act 2000*.

Intellectual Property means all present and future copyright, registered and unregistered trademarks, patent, design or rights and any other intellectual or industrial property rights, discovery, invention, secret process or improvement in procedure of any kind whether arising from statute, under common law or in equity.

Privacy Act means the *Privacy Act 2020*.

2. COMMENCEMENT AND WARRANTIES

This provider agreement is not entered into under the Employment Relations Act 2000.

The Providers date of commencement of services with the Supplier is identified at **Item 4** of the Schedule and continues until either party terminates the agreement in accordance with the terms of this agreement.

The Provider agrees that:

The Provider holds the qualifications and s the skills as represented by the Provider to the Supplier;

The Provider has disclosed to the Supplier any restraint or restriction which may affect the Providers performance of work;

The Provider enters into this agreement without any form of coercion;

The Provider is legally entitled to work in New Zealand, and agree to produce the appropriate documentation where requested by the Supplier; and

The Provider has and will maintain the licenses and qualifications necessary to fulfil the role.

3. POSITION AND TITLE

The Provider is providing services in the position described at **Item 3** of the Schedule.

4. QUALIFICATIONS AND TRAINING

The Provider agrees to maintain appropriate registrations, qualifications and training for the services provided, substantiated by the provision of a current annual practicing certificate.

5. INDEMNITY INSURANCE

Providers will need to have current, and maintain indemnity insurance that is appropriate to the services provided.

6. SUPERVISION

The Provider agrees to undergo supervision by a supervisor with a minimum of 5 years of experience with sensitive claims and 3 years of experience working with survivors of sexual harm or sexual abuse.

7. SUITABLE SPACES

The Provider agrees to ensure that any space used for service provision is safe, comfortable, confidential, and culturally responsive.

8. CULTURAL RESPONSIVENESS

The Provider agrees to conduct their practice in a culturally responsive manner.

9. COMPLIANCE WITH GUIDELINES

The Provider agrees to adhere to the Massey Guidelines (ACC4451) and current sensitive claims operational guidelines in their practice.

10. FINANCIAL RESPONSIBILITIES

The Provider agrees to fulfil all financial responsibilities promptly.

11. COMMUNICATION

The Provider agrees to maintain open and effective communication with Family Start West Coast/Buller.

12. REFERRALS TO REGISTERED PROVIDERS

The Provider agrees, wherever possible, to refer any further assessment or treatment to a provider registered with Family Start West Coast/Buller.

13. ADHERANCE TO SUPPLIER POLICIES

Family Start West Coast/Buller maintains the following policies in accordance with the contractual agreement between Family Start West Coast/Buller and ACC. The Provider agrees to adhere to the following policies:

- Provider operating procedures
- Service governance operating procedures
- Privacy Policy
- Conflict of Interest Policy
- Health and Safety plan
- Business continuity plan
- Working with Māori Policy

14. PERFORMANCE AND PERFORMANCE INDICATORS

Family Start West Coast/Buller has performance indicators outlined by ACC for the delivery of the Sensitive Claims contract. The provider agrees to adhere to the following performance indicators:

Timeliness: Kiritaki receive timely treatment and rehabilitation services.

Quality: Kiritaki receive treatment and rehabilitation services that are tailored to their specific injury and needs (cultural or other), based on clinical best practice.

Sustainability: Services are appropriate to the needs of the Kiritaki, delivered at an appropriate point of recovery for the Kiritaki, and by the provider best suited to deliver that treatment to ensure services are financially sustainable now and in the future.

Kiritaki Outcomes: Kiritaki have improved health, independence, and overall quality of life (to the maximum extent practicable).

Reporting Quality Criteria

Clinical reports, assessments, and plans need to be:

- Submitted on time
- On the correct template
- Meet the quality standards outlined in the operational guidelines

The Supplier must be copied into all reports and their outcomes from ACC.

15. SERVICE FEE

The Provider agrees to pay a 7.5% service fee to Family Start West Coast/Buller for all ACC Sensitive Claims services provided.

16. SUPPLIER RESPONSIBILITIES

16.1 Updates on Sensitive Claims Requirements:

Family Start West Coast/Buller agrees to keep the Provider informed of any changes in the Sensitive Claims requirements and policies.

16.2 Promotion and Listing:

Family Start West Coast/Buller agrees to promote and list the Provider in the Family Start West Coast/Buller sensitive claims directory for West Coast Providers.

16.3 Provision of Room:

Family Start West Coast/Buller agrees to provide a room for services in Greymouth. If the providers home base is not in the Greymouth TLA then there will be a \$40 per hour fee for remote clinic hire that can be passed onto ACC for reimbursement. For Greymouth based providers, this fee is to be negotiated with Family Start West Coast/Buller.

16.4 Local Knowledge and Referral Assistance:

Family Start West Coast/Buller, leveraging its excellent local knowledge and experience, agrees to assist the Provider in making informed referral choices.

17. RESOLUTION OF RELATIONSHIP PROBLEMS

If any agreement issues arise, those should be raised with the Supplier as soon as possible so that they can be resolved, in accordance with the Suppliers grievance procedure.

If the matter is not resolved either party can seek assistance from the Ministry of Business, Innovation & Employment's mediation service. If the issues are not resolved at mediation, they may be referred to the Employment Relations Authority.

If the issue is a personal grievance, the Provider must present that grievance within 90 days of the event giving rise to the grievance.

18. ASSIGNMENT

The Provider may not assign or transfer the rights and benefits under this Agreement.

The Supplier may assign its rights and obligations under the Agreement to any person, business, company or entity.

19. GOVERNING LAW

The Agreement shall be governed by the jurisdiction of the courts in the location as described at **Item 8** of the **Schedule**.

20. VARIATION OF TERMS

The terms of the Agreement may be varied from time to time by mutual agreement in writing between the parties.

21. SEVERABILITY

If any of the terms and conditions of the Agreement are void, or become voidable by reason of any statute or rule of law then that term or condition shall be severed from the Agreement without affecting the enforceability of the remaining terms and conditions.

22. ENTIRE AGREEMENT

The contents of the Agreement constitute the entire agreement between the Provider and the Supplier. Any previous agreements, understandings, and negotiations on this subject matter cease to have effect.

23. ACKNOWLEDGEMENT

The Provider acknowledges:

that the Provider has been advised of their right to take independent advice on the terms of this agreement;

that the Provider has been provided with a reasonable opportunity to take that advice; and

that the Provider has read these terms of agreement and understand these terms and their implications.

SIGNED BY AN AUTHORISED OFFICER OF THE SUPPLIER

Christopher Efford
Authorised Officer

.....
Signature

Manager
Title of Authorised Officer

.....
Date

SIGNED BY PROVIDER

.....
Provider Name

.....
Provider Signature

.....
Date

SCHEDULE

Item 1	Supplier name and details	Tai Poutini Whanau Po Kite Ata Trust t/a Family Start West Coast/Buller 107 Bright Street Cobden, Greymouth 7802
Item 2	Provider Name	As Printed on Page 1
Item 3	Position	Sensitive Claims Provider
Item 4	Commencement date	01/02/2026
Item 5	Registered Geographical Areas (GA's)	Buller, Grey, Westland, Nelson City, Motueka (this does not indicate a requirement to work in any/all of these areas).
Item 6	Business normal hours of operation	Monday to Friday 7.30am – 7.30pm
Item 7	Pay	The Provider will pay a 7.5% service fee to the Supplier on all Sensitive Claims Service Provision
Item 8	Governing law	New Zealand