

CORPORATE OFFICE

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Ralph.LaSalle@cdhb.health.nz

10 November 2020

9(2)(a)

RE Official information request CDHB 10383

I refer to your email dated 10 August 2020 requesting the following information under the Official Information Act from Canterbury DHB. I note this request was clarified on 11 August 2020. Specifically:

1. All correspondence between David Meates and the board in the past three months.

Please refer to **Appendix 1** (attached) for all correspondence between David Meates and the Canterbury DHB Board in the past three months (June, July and August).

Please note: we have redacted information under the following sections of the Official Information Act:

9(2)(a) i.e. "... to protect the privacy of individuals"

9(2)(b)(ii) i.e. "... would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information".

9(2)(g)(i) i.e. "...to maintain the effective conduct of public affairs through the free and frank expression of opinions".

9(2)(h) i.e. "...to maintain legal privilege"

9(2)(i) and (j) "... (i) ... enable a Minister of the Crown or any department or organisation holding the information to carry out, without prejudice or disadvantage, commercial activities; or

(j) ...enable a Minister of the Crown or any department or organisation holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)

2. I request a copy of David Meates' resignation letter, and the resignation letter of all the other executives.

We are declining to provide the resignation letters of David Meates and the other six Executive Managers pursuant to section 9(2)(a) of the Official Information Act. i.e. "...to protect the privacy of natural persons, including those deceased."

3. The minutes/ agenda and any documents presented at the emergency board meeting last week. (4/8/2020)

Please find attached as **Appendix 2**.

4. Any correspondence between board members and the ministry of health or minister of health regarding the resignations of the senior executives

Sir John Hansen called the Minister to update him on the resignations and plans to deal with them. We hold no other correspondence between Board members and the Ministry of Health or Minister of Health regarding the resignations of the senior executives. (Declined pursuant to section 18(g) of the Official Information Act i.e. “...we do not hold this information”).

5. Any correspondence between the CDHB executive management team and the board/Lester Levy regarding cost-saving measures being considered as part of the 2020-21 annual plan – since the appointment of Sir John Hansen as chair.

18 June 2020 Board meeting (Appendix 3)

- Item 8 - 2020/21 Annual Plan Update (Report)

Note: We are providing the report (Item 8) however we are withholding the Appendices. This information is part of ongoing discussions between Canterbury DHB, the Ministry of Health and the Minister of Health relating to the 2020/21 Annual Plan yet to be finalised and approved by the Minister.

We are withholding this information in accordance with sections 9(2)(i)(j) and 18(d) of the Official Information Act, namely to “*enable a Minister of the Crown... to carry on, without prejudice or disadvantage, negotiations*” and “*that the information requested... will soon be publicly available.*”

Once finalised Canterbury DHB’s 2020/2021 Annual Plan will be made publicly available on our website.
<https://www.cdhb.health.nz/about-us/document-library/>

16 July 2020 Board meeting (Appendix 4)

- Item 5 - 2020/21 Planning Update (Report)

Note: We are providing the report (Item 5) however we are withholding the Appendices. This information is part of ongoing discussions between Canterbury DHB, the Ministry of Health and the Minister of Health relating to the 2020/21 Annual Plan yet to be finalised and approved by the Minister.

We are withholding this information in accordance with sections 9(2)(i)(j) and 18(d) of the Official Information Act, namely to “*enable a Minister of the Crown... to carry on, without prejudice or disadvantage, negotiations*” and “*that the information requested... will soon be publicly available.*”

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6. Any communication from the Clinical Leaders Group regarding the resignations to the board or others in the CDHB management

There is no communication from the Clinical Leaders Group regarding the resignations to the board or others in Canterbury DHB management.

7. Any correspondence between Lester Levy / Sir John Hansen about the resignations of David Meates, Carolyn Gullery and Justine White

We do not have visibility of correspondence between Lester Levy / Sir John Hansen – however some of this information is included in Appendix 1 because they copied David Meates in.

I trust this satisfies your interest in this matter.

You may, under section 28(3) of the Official Information Act, seek a review of our decision to withhold information by the Ombudsman. Information about how to make a complaint is available at www.ombudsman.parliament.nz; or Freephone 0800 802 602.

Please note that this response, or an edited version of this response, may be published on the Canterbury DHB website after your receipt of this response.

Yours sincerely



Ralph La Salle
Acting Executive Director
Planning, Funding & Decision Support

From: [David Meates](#)
To: [John Hansen](#); [Gabrielle Huria](#); [Barry Bragg](#); [Lester Levy \(lester.levy@cdhb.health.nz\)](#)
Cc: [Susan Fitzmaurice](#)
Subject: Health Sector Review Update
Date: Thursday, 11 June 2020 1:02:00 PM
Attachments: [image001.jpg](#)

Just FYI

The Health sector review is to be released next Tuesday. I understand that the key message that will be conveyed is that the Govt broadly agrees with the direction of travel but decisions not yet made. There will be some engagement with the sector and this will help inform final decisions.

Some immediate key focus areas are likely to be:

- Strengthening commissioning of Maori Services
- Strengthening leadership arrangements across the sector ie employment relations
- Data / digital – national health platform
- Stronger population health approach – strengthening public health units, MMR catch up
- R&D – intelligence and insight. Use of information to drive decision making

The release of the review is likely to create some significant distraction across the country.

Ngā mihi

David Meates, MNZM

Chief Executive | Canterbury District Health Board and West Coast District Health Board

T: 03 364 4110 (ext 62110) | E: david.meates@cdhb.health.nz

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Values – Ā Mātou Uara

Care and respect for others - Manaaki me te whakaute i te tangata | Integrity in all we do - Hāpai i ā mātou mahi katoa i runga i te pono | Responsibility for outcomes - Te Takohanga i ngā hua

From: [David Meates](#)
To: [John Hansen](#); [Barry Bragg](#); [Lester Levy \(lester.levy@9\(2\)\(a\)\)](#)
Cc: [Susan Fitzmaurice](#)
Subject: FW: Level 5 Water Leak - Preliminary Incident Report
Date: Monday, 15 June 2020 7:01:00 PM
Attachments: [CPB_Level 5 Water Leak Prelim Investigation Report.pdf](#)
[image001.jpg](#)

FYI

Ngā mihi

David Meates, MNZM

Chief Executive | Canterbury District Health Board and West Coast District Health Board

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From: 9(2)(a)@turntown.com>

Sent: Monday, 15 June 2020 9:20 AM

To: Mary Gordon (Executive Director of Nursing) <Mary.Gordon@cdhb.health.nz>; David Meates <David.Meates@cdhb.health.nz>; Angela Mills <Angela.Mills@cdhb.health.nz>

Cc: Tony.Lloyd@health.govt.nz; Liz.Thompson@health.govt.nz

Subject: Level 5 Water Leak - Preliminary Incident Report

Mary, David, Angela

Please find attached the preliminary Incident Report from the Water Leak on L5.

Over the last week there has been a number of activities as part of the investigation and the commencement of remedial work.

- Each Design Consultant as undertaken a review of the area to identify items to be further investigated by subcontractors and remedial works.
- Katoa flew Neil Kaiser down from Auckland for three days to undertake destructive investigations to understand the extent of the water and damage.
- We have had a mould specialist on site that has taken samples and air quality tests.
- CPB have sealed off the area to limit dust in to adjacent areas.
- We have had the insurance assessor on site twice to review the extent of the damage and the likely scope of work.

Please feel free to call me to discuss if required.

Thanks

9(2)(a)

Turner & Townsend

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Events

Event Details

Event Title Failure of Drain Valve Causing Water Leak
Event ID Q81017.W1.PP.310520.00225614
Project Christchurch Hospital Redevelopment [Project]
Entity Christchurch Hospital Redevelopment [Area]

Date 01/06/20 06:30
Reported Date 01/06/20 06:30
Time Zone (UTC +12:00) Auckland, Wellington
Lag Time 0 Day(s)

Specific Area Levels 5, 4, 3 and 2
Work Crew

Event Incident
Type Plant & Property
Incident Mechanism Structural/Mechanical Failure (incl Temporary Works)
Risk Category
Event Ownership Employee or JV
Tasks

Confidential No

Severity

Actual Consequence Class 3A
Potential Consequence Class 3P
Likelihood Rare
Investigation Required Severity 4 - Incident Record Required



Event Description

What Happened A water leak occurred on Level 5 due to a mechanical valve failure of a drain valve at an unknown time during the night, prior to commencement of shift on the 1st June 2020, 0630.
The dislodgement of the valve enabled hot water (approximately 70 degrees Celsius) to flow down through to levels 5, 4, 3 and 2 causing water damage (no damage to Level 2) to wall panelling, ceiling tiles and carpets. The water then flowed down vinyl floor areas to ensue floor drainage.

From review, the level 5 visitor area took majority of the water flow and will have the most impact for remediation.

After immediate inspection, it was found that there was a male part of a brass thread that connects into a valve fitting. This is where the brass thread looks to have snapped, resulting in the drain valve completely dislodging from the pipework. Upon closer inspection of the brass thread, it may have had a crack for a period but did not leak due to a rubber seal, sealing the joint. Over time the valve has weakened and eventually letting go over night. See drain valve 2 image attached.

Immediate Actions The lower floors have been cleaned of excess water and HVAC turned back on, along with dehumidifiers placed to dry the areas as much as possible.
Mechanical Subcontractor attended site immediately to review and a plumber arranged to attend and review failed fittings.
Ongoing monitoring of flooring in case of further damage.

Reported By 9(2)(a) - Employee
Reported To 9(2)(a) - Employee

Workflow

Approval Date
Workflow Status In Progress
Under Investigation X

Management Comments

Maps Manager

Created by 9(2)(a) - CPB {Main} on 01/06/20 12:03:59
Last modified by 9(2)(a) - CPB {Main} on 01/06/20 13:03:15

Subscription Status: (On / Off)

Impacts

Title	Impact Date	Category	Consequence
Water Damage	01/06/20 06:30	Plant/Property Damage	Class 3

Notifications

There is no result.

Investigations

Name	Investigation Type	Due Date	Lead Investigator
Failure of Drain Valve Causing Water Leak	Severity 3: Detailed Investigation Required	01/06/20	9(2)(a) - Employee

Statements

There is no result.

Evidence

Evidence	Date	CS Format	Format
Photo 1 - Drain valve 1	01/06/20	Photograph	
Photo 2 - Drain Valve 2	01/06/20	Photograph	
Photo 3 - Drain Valve Example	01/06/20	Photograph	
Photo 4 - Failed Drain Valve	01/06/20	Photograph	
Photo 5 - Drain Valve Location	01/06/20	Photograph	
Photo 6 - Water on Level 2	01/06/20	Photograph	

[More]

Causes

There is no result.

Action Plans

There is no result.



Image 1 – Failed drain valve

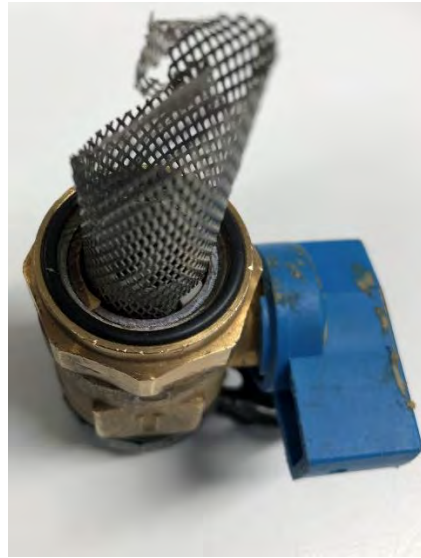


Image 2 – Failed drain valve



Image 3 – Drain valve example location



Image 4 – Drain valve location



Image 5 – Water on Level 2



Image 6 – Water on Level 5

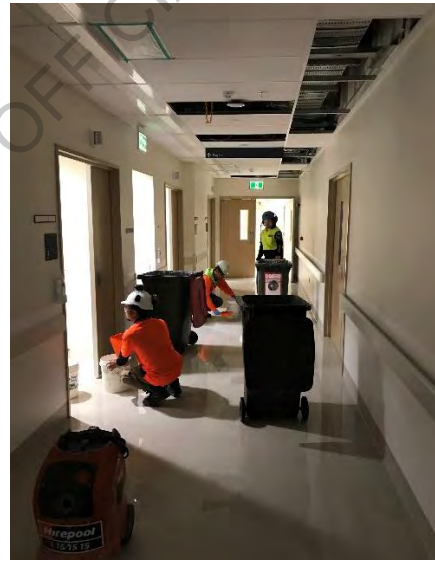


Image 7 – Water on Level 5

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NOTES

1. WALL TYPES SPECIFIED ON THIS DRAWING ALLOW FOR THE TYPES OF LINING AND TIMBER FRAMING ONLY. REFER STRUCTURAL DRAWING FOR INFORMATION ON NAULING AND SPECIFIC STRUCTURAL REQUIREMENTS FOR BRACING ELEMENTS, PARTICULARLY AROUND STAIRS, LIFTS AND RISERS.
2. REFER TO SPECIFICATION FOR PRODUCTS AND TIMBER TREATMENTS. REFER DETAILS FOR ARRANGEMENT INFORMATION.
3. ALL INTERNAL TIMBER FRAMED WALL TO BE MADE UP USING H12 TIMBER FRAMED UNLESS OTHERWISE STATED.
4. EXTERIOR FINISHES AND CLADDING TYPES ARE INDICATED ON THE VARIOUS FACADE DETAILS AND ELEVATIONS. WALL TYPES AND FINISHES MUST BE IDENTIFIED AND SPECIFIED ON THE CONCRETE / BLOCKWORK ARE NOTED. TO VOID. ... AND NOT TAKE INTO ACCOUNT EXTERIOR SYSTEMS.
5. LABELS TAKE PRECEDENCE OVER COLOURED HATCH PATTERNS ON THE PLANS.
6. FIRE REQUIREMENTS, BEYOND GENERAL WALL CONSTRUCTION, ARE INDICATED ON THE FIRE REPORT. CONTRACTOR TO READ IN CONJUNCTION WITH THESE DRAWINGS.
7. STRUCTURAL REQUIREMENTS FOR ALL WALLS WITHIN THE BUILDING ARE DETERMINED SPECIFIC DESIGN. THE APPROPRIATE DRAWINGS, DETAILS AND SPECIFICATIONS WITHIN THESE DRAWINGS. THE STRUCTURAL DOCUMENTS ARE TO BE READ IN CONJUNCTION WITH THESE DRAWINGS AND ASSOCIATED DETAILS.
8. ACOUSTIC REQUIREMENTS, BEYOND GENERAL WALL CONSTRUCTION, ARE INDICATED ON THE ACOUSTIC REPORT. CONTRACTOR TO READ IN CONJUNCTION WITH THESE DRAWINGS.

9. WHERE WALL CONSTRUCTION VARIES IN POSITION OR TYPE FROM THE LOWER WALL, THERE MAY BE LABELLED INDICATIONS ON THE AR-53 SERIES CEILING PLANS. BOTH THESE WALL TYPES ATTACH TOGETHER TO PRODUCE THE REQUIRED WALL STATUS. REFER AR-53 SERIES CEILING PLANS.

10. WHERE LABELS SHOWN (1-7) THESE REFER TO LININGS ONLY. REFER AR-24-091 FOR CONSTRUCTION.

11. REFER INSULATION REQUIREMENTS FOR EXTERIOR WALLS AS NOTED WITH SPECIFIC DETAILS. REQUIREMENTS MAY VARY ON LOCATION.

12. TOP PLATE REQUIREMENTS (REFER STRUCTURAL DRAWING HCG-41132-05-005). WHERE WALL TYPES ARE LABELLED WITH A BRACKETED SUFFIX AS BELOW, THE STANDARD DOUBLE TOP PLATE MATCHING WALL THICKNESS IS ADJUSTED.

(A) COMBINATION - 90X45 + 140X45 TOP PLATE STUDS TO REMAIN UNCHANGED

(B) REPLACE WITH 2x(140X45) TOP PLATE STUDS TO REMAIN UNCHANGED.

(C) STEEL TOP PLATE MEMBER REQUIRED. REFER STRUCTURAL DWG ST-65-026.

13. GENERAL TIMBER UNTEL AND SILL REQUIREMENTS ARE INDICATED ON DRAWING HCG-01132-57-06-04.

14. REFER ALSO KT-01132-AR-20-300 SERIES FOR FABRICATED STEEL UNTELS AND ALSO STRUCTURAL DRAWINGS HCG-41132-87-04-04.

15. SHEET BRACED WALL ELEMENTS ARE DESIGNATED AS LISTED BELOW. REFER SPECIFIC STRUCTURAL DETAILS.

(581) - SHEET BRACING SYSTEM AS DESIGNATED ON STRUCTURAL DWG ST-65-008

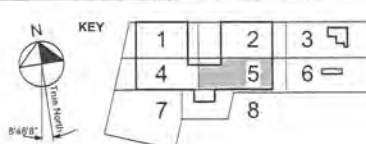
1982) - SHEET BRACING SYSTEM AS DESIGNATED ON STRUCTURAL DWG ST-69-026	17. LVL - LOCATION OF LAMINATED TIMBER POST. STRUCTURAL DRAWING REFERENCED THROUGH WALL TYPE.
18. D-ST - LOCATION OF DOUBLE STUD FOR EQUIPMENT. STRUCTURAL DRAWING REFERENCED THROUGH WALL TYPE.	18. SFT - WALLS NOTED SFT MUST BE CONSTRUCTED FROM ONE SIDE ONLY AND REQUIRE SHATTWALL OR SIMILAR CONSTRUCTION
	19. X-RAY RATED WALLS WITH THE SUFFIX: -TH- VARY FROM

19. X-RAY RATED WALLS WITH THE SUFFIX F/H..... VARY FROM THE STANDARD WALL SECTIONS SHOWN IN THE AR-52-200 SERIES. X-RAY RATING IS TO BE CONTINUOUS FULL HEIGHT, SLAB TO UNDERSIDE OF SLAB.

20. WALLS DESIGNATED WITHOUT LINING LETTER (u)(20-) ARE FRAMING ONLY PARTITIONS WITHOUT LININGS.

WALL TYPE LEGEND		FRAMING SIZE		ACOUSTIC CHARACTER										ADJACENT SPACE EITHER SIDE OF WALL PLUS LININGS IF NOT SPECIFIED ELSEWHERE																SMOKE Sm	FIRE RESISTANCE RATING FRR					LEAD EQUIVALENT																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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Revision	Notes
1	29.02.2016 - FOR CONSTRUCTION ISSUE
2	21.12.2016 - FOR CONSTRUCTION ISSUE
3	31.03.2017 - FOR CONSTRUCTION ISSUE
4	02.10.2017 CONSTRUCTION ISSUE



Project Title

Christchurch Hospital
Acute Services Building

Do not scale from drawings.
All data to be verified on site prior to commencement of work.

Site No.
01
Building No.
32

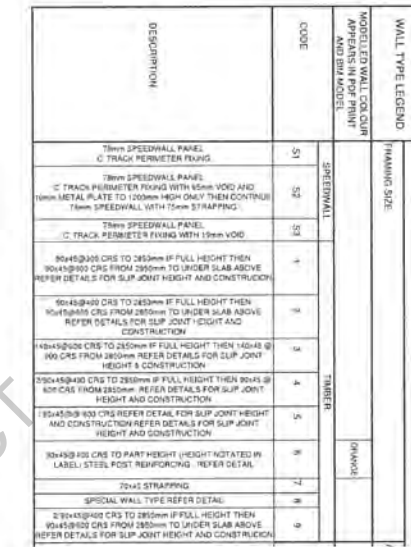
Sheet Title

WALL TYPES PLAN -
LEVEL 3 - ZONE 5

Drawn:	KAT	Drawing Number	KAT-DW
Checked:	KAT	Drawing Status	FOR C
Original Scale		Copyright:	KAT
@A1	1:100		
Printed:	3/10/2017		
Job No.	13301-7001		

KAT-DWD-0132-AR-52-055
Drawing Status
FOR CONSTRUCTION

Revision
4

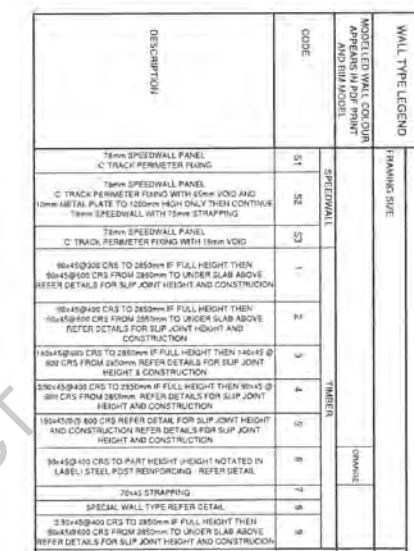


NOTES
1. WALL TYPES SPECIFIED ON THIS DRAWING ALLOW FOR THE

- NOTES
1. WALL TYPES SPECIFIED ON THIS DRAWING ALLOW FOR THE TYPE OF FINISHING AND TIMBER FRAMING ONLY. REFER STRUCTURAL DRAWINGS FOR INFORMATION ON NAILING AND SPECIFIC STRUCTURAL REQUIREMENTS FOR BRACING ELEMENTS. PARTICULARLY AROUND STAIRS, LIFTS AND RISERS
 2. REFER TO SPECIFICATION FOR PRODUCTS AND TIMBER TREATMENTS. REFER DETAILS FOR ARRANGEMENT INFORMATION.
 3. ALL INTERNAL TIMBER FRAMED WALL TO BE MADE UP USING H1.2 TIMBER FRAMING UNLESS OTHERWISE STATED.
 4. EXTERIOR FINISHES AND CLADDING TYPES ARE INDICATED ON THE VARIOUS FACADE DETAILS AND ELEVATIONS. WALL TYPES ANNOTATED AGAINST FACADE ELEMENTS AND STRUCTURAL CONCRETE / BLOCKWORK, ARE NOTED "TO VOID" - AND DO NOT TAKE INTO ACCOUNT EXTERIOR SYSTEMS.
 5. LABELS TAKE PRECEDENCE OVER COLOURED HATCH PATTERNS ON THE PLANS.
 6. FIRE REQUIREMENTS, BEYOND GENERAL WALL CONSTRUCTION, ARE INDICATED ON THE FIRE REPORT. CONTRACTOR TO READ IN CONJUNCTION WITH THESE DRAWINGS.
 7. STRUCTURAL REQUIREMENTS FOR ALL WALLS WITHIN THE BUILDING ARE DEEMED SPECIFIC DESIGN. THE APPROPRIATE DRAWINGS, DETAILS AND SPECIFICATIONS WITHIN THE STRUCTURAL DOCUMENTS ARE TO BE READ IN CONJUNCTION WITH THESE DRAWINGS AND ASSOCIATED DETAILS.
 8. ACOUSTIC REQUIREMENTS, BEYOND GENERAL WALL CONSTRUCTION, ARE INDICATED ON THE ACOUSTIC REPORT. CONTRACTOR TO READ IN CONJUNCTION WITH THESE DRAWINGS.
 9. WHERE WALL CONSTRUCTION VARIES IN POSITION OR TYPE, FROM THE LOWER WALL, THERE MAY BE LABELED INDICATIONS ON THE AR-53 SERIES CEILING PLANS, BUT THESE WALL TYPES ACT TOGETHER TO PROTECT THE REQUIRED WALL STATUS. REFER AR-53 SERIES CEILING PLANS.
 10. WHERE LABELS SHOWN (---) THESE REFER TO LININGS ONLY. REFER AR-24-001 FOR CONSTRUCTION.
 11. REFER INSULATION REQUIREMENTS FOR EXTERIOR WALLS AS NOTED WITH-IN SPECIFIC DETAILS. REQUIREMENTS MAY VARY ON LOCATION.
 12. TOP PLATE REQUIREMENTS (REFER STRUCTURAL DRAWING HCG-0132-57-40-005) : WHERE WALL TYPES ARE LABELED WITH A BRACKETED SUFFIX AS BELIEVED TO BE STANDARD DOUBLE TOP PLATE MATCHING WALL THICKNESS IS ADJUSTED.
 - (A) COMBINATION - 60X45 + 140X45 TOP PLATE. STUDS TO REMAIN UNCHANGED
 - (B) REPLACE WITH 2x(140X45) TOP PLATE. STUDS TO REMAIN UNCHANGED
 13. STEEL TOP PLATE MEMBER REQUIRED, REFER STRUCTURAL DRAWING ST-60-026.
 14. GENERAL TIMBER LINTEL AND SILL REQUIREMENTS ARE INDICATED ON DRAWING HCG-0132-57-46-004.
 15. REFER ALSO KAT-0132-AR-20-300 SERIES FOR FABRICATED STEEL LINTEL AND ALSO STRUCTURAL DRAWINGS HCG-0132-57-00-004
 16. SHEET BRACED WALL ELEMENTS ARE DESIGNATED AS LISTED BELOW. REFER SPECIFIC STRUCTURAL DETAILS.
 - (S81) - SHEET BRACING SYSTEM AS DESIGNATED ON STRUCTURAL DWG ST-60-009
 - (S82) - SHEET BRACING SYSTEM AS DESIGNATED ON STRUCTURAL DWG ST-60-026
 16. D.5T - LOCATION OF DOUBLE STUD FOR EQUIPMENT. STRUCTURAL DRAWING REFERENCED THROUGH WALL TYPE.
 17. LVL - LOCATION OF LAMINATED TIMBER POST. STRUCTURAL DRAWING REFERENCED THROUGH WALL TYPE.
 18. SFT - WALLS NOTED 'SFT' MUST BE CONSTRUCTED FROM ONE SIDE ONLY AND REQUIRE SHAFTWALL OR SIMILAR CONSTRUCTION.
 19. X-RAY RATED WALLS WITH THE SUFFIX "___FTH___" VARY FROM THE STANDARD WALL SECTIONS SHOWN IN THE AR-52-000 SERIES. DRAWING IS TO BE CONTINUOUS FULL HEIGHT, SLAB TO UNDERSIDE OF SLAB.
 20. WALLS DESIGNATED WITHOUT LINING LETTER #20(4) ARE FRAMING ONLY PARTITIONS WITHOUT LININGS.

[illegible]

4



NOTES

1. WALL TYPES SPECIFIED ON THIS DRAWING ALLOW FOR THE TYPES OF LINING AND TIMBER FRAMING ONLY. REFER STRUCTURAL DRAWING FOR INFORMATION ON NAILING AND SPECIFIC STRUCTURAL REQUIREMENTS FOR BRACING ELEMENTS, PARTICULARLY AROUND STARTS, LIFTS AND RISERS.
2. REFER TO SPECIFICATION FOR PRODUCTS AND TIMBER TREATMENTS. REFER DETAILS FOR ARRANGEMENT INFORMATION.
3. ALL INTERNAL TIMBER FRAMED WALL TO BE MADE UP USING H1.2 TIMBER FRAMING UNLESS OTHERWISE STATED.
4. EXTERIOR FINISHES AND CLADDING TYPES ARE INDICATED ON THE VARIOUS FACEWORK DETAILS AND ELEVATIONS. WALL TYPES CONCRETE / BLOCKWORK, ARE NOTED - TO VOID - AND DO NOT TAKE INTO ACCOUNT EXTERIOR SYSTEMS.
5. LABELS TAKE PRECEDENCE OVER COLOURED HATCH PATTERNS ON THE PLANS.
6. FIRE REQUIREMENTS, BEYOND GENERAL WALL CONSTRUCTION, ARE INDICATED ON THE FIRE REPORT. CONTRACTOR TO READ IN CONJUNCTION WITH THESE DRAWINGS.
7. STRUCTURAL REQUIREMENTS FOR ALL WALLS WITHIN THE BUILDING ARE DETERMINED SPECIFIC DESIGN. THE APPROPRIATE DRAWINGS, DETAILS AND SPECIFICATIONS WITHIN THE STRUCTURAL DOCUMENTS ARE TO BE READ IN CONJUNCTION WITH THESE DRAWINGS AND ASSOCIATED DETAILS.
8. ACOUSTIC REQUIREMENTS, BEYOND GENERAL WALL CONSTRUCTION, ARE INDICATED ON THE ACOUSTIC REPORT. CONTRACTOR TO READ IN CONJUNCTION WITH THESE DRAWINGS.
9. WHERE WALL CONSTRUCTION VARIES IN POSITION OR TYPE, FROM THE LOWER WALL, THERE MAY BE LABELED INDICATIONS ON THE AR-53 SERIES CEILING PLANS, THAT THESE WALLS TYPES ACT TOGETHER TO PROVIDE THE REQUIRED WALL STATUS. REFER AR-53 SERIES CEILING PLANS.
10. WHERE LABELS SHOWN (-/-) THESE REFER TO LININGS ONLY. REFER AR-24-001 FOR CONSTRUCTION.
11. REFER INSULATION REQUIREMENTS FOR EXTERIOR WALLS AS NOTED WITHIN SPECIFIC DETAILS. REQUIREMENTS MAY VARY ON LOCATION.
12. TOP PLATE REQUIREMENTS (REFER STRUCTURAL DRAWING G02-0132-ST-60-005) 1. WHERE WALL TYPES ARE LABELED WITH A BRACKETED SUFFIX AS BELOW, THE SUFFIX AND DOUBLE TOP PLATE MATCHING WALL THICKNESS IS ADJUSTED.
 - (A) COMBINATION - 90X45 + 140X45 TOP PLATE, STUDS TO REMAIN UNCHANGED
 - (B) REPLACE WITH -2x(140X45) TOP PLATE, STUDS TO REMAIN UNCHANGED
 - (C) STEEL TOP PLATE MEMBER REQUIRED. REFER STRUCTURAL DWG ST-032-026
13. GENERAL TIMBER UNITS AND SEL REQUIREMENTS ARE INDICATED ON DRAWING G02-0132-ST-60-004.
14. WHERE ALSO KAT-0113-AR-20-300 SERIES FOR FABRICATED STEEL UNITS AND ALSO STRUCTURAL DRAWINGS G02-0132-ST-60-004.
15. SHEET BRACED WALL ELEMENTS ARE DESIGNATED AS LISTED BELOW. REFER SPECIFIC STRUCTURAL DETAILS.
 - (S31) - SHEET BRACING SYSTEM AS DESIGNATED ON STRUCTURAL DWG ST-026-009
 - (S32) - SHEET BRACING SYSTEM AS DESIGNATED ON STRUCTURAL DWG ST-026-026
16. D.S.T - LOCATION OF DOUBLE STUD FOR EQUIPMENT. STRUCTURAL DRAWING REFERENCED THROUGH WALL TYPE.
17. LVL - LOCATION OF LAMINATED TIMBER POST. STRUCTURAL DRAWING REFERENCED THROUGH WALL TYPE.
18. SFT - WALLS NOTED "SFT" MUST BE CONSTRUCTED FROM ONE SIDE ONLY AND REQUIRE SHAFTWALL OR SIMILAR CONSTRUCTION.
19. X-RAY RATED WALLS WITH THE SUFFIX - "FR-" VARY FROM THE STANDARD WALL SECTIONS SHOWN IN THE AR-52-200 SERIES. X-RAY RATING IS TO BE CONTINUOUS FULL HEIGHT, SLAB TO TOP OF CEILING SLAB.
20. WALLS DESIGNATED WITHOUT LINING LETTER "L20" ARE FRAMING ONLY PARTITIONS WITHOUT LININGS.

[illegible]Revision
3

From: [John Hansen](#)
To: [Gabrielle Huria](#); [Barry Bragg](#); [Jo Kane](#); [Sally Buck](#); [Andy Dickerson](#); [Aaron Keown](#); [Naomi Marshall](#); [Ingrid Taylor](#); [James Gough](#); [Catherine Chu](#); [Lester Levy](#); [David Meates](#)
Subject: Ministerial Briefing on Health and Disability Review
Date: Tuesday, 16 June 2020 10:54:25 AM

9(2)(i)(j)



RELEASSED UNDER THE OFFICIAL INFORMATION ACT

From: [John Hansen](#)
To: [David Meates](#)
Subject: FW: Letter from Hon Dr David Clark
Date: Thursday, 18 June 2020 8:08:29 AM
Attachments: [image001.jpg](#)
[To Sir John Hansen.pdf](#)

David

I see you have been sent a copy of this letter. Over to management to do what you can.

John

From: Catherine Pearson <Catherine.Pearson@parliament.govt.nz>
Sent: Wednesday, 17 June 2020 5:04 PM
To: John Hansen <John.Hansen@cdhb.health.nz>
Cc: David Meates <David.Meates@cdhb.health.nz>
Subject: Letter from Hon Dr David Clark

Kia ora

Please find attached a letter to you from Hon Dr David Clark, Minister of Health.

Ngā mihi
Catherine



Catherine Pearson | Private Secretary, Health
Office of Hon Dr David Clark
Minister of Health

RELEASED UNDER THE OFFICIAL INFORMATION ACT



17 June 2020

Sir John Hansen
Board Chair
Canterbury District Health Board

Dear Sir John

I am writing to encourage your organisation to increase its uptake of subscriptions for New Zealand small to medium¹ news services in order to support organisations impacted by COVID-19.

As you will be aware, New Zealand's media sector has been severely impacted by the COVID-19 response due to a drastic drop in advertising revenue. At the same time, media has a vital role during the response period in ensuring ongoing access to reliable and up-to-date news coverage and keeping New Zealanders while COVID-19 restrictions are in place. Private media are critical in supporting the production of news and journalism and ensuring our democracy has a strong and independent fourth estate.

As part of the government's support package for the media sector, there has been an uptake of 12 month subscriptions or donations at an appropriate level across all government departments to New Zealand small to medium news organisations which produce quality journalism with a broad public interest component at a national level.

If Crown Entities were also to take out subscriptions it would assist by providing immediate revenue to New Zealand news services, to help them to continue to provide these valuable news services. It will also ensure your staff have access to a diversity of voices and perspectives which can inform their work.

It has also been brought to my attention that some organisations take out small subscriptions that are then shared widely across the organisation. I encourage you to look at the nature of subscription licensing that your entity currently holds to ensure that it appropriately reflects the number of users registered.

The Ministry for Culture and Heritage will release information shortly on its website about how this initiative will be implemented across central government. Please contact Support.Media@mch.govt.nz at the Ministry for Culture and Heritage if you have any questions about this proposal.

¹ The Government Procurement Rules define a New Zealand business as a business that originated in New Zealand (not being a New Zealand subsidiary of an offshore business), is majority owned or controlled by New Zealanders, and has its principal place of business in New Zealand. For the purpose of this initiative, a small to medium business employs up to 50 FTE staff members on a permanent basis

Yours sincerely

A handwritten signature in blue ink, appearing to read 'David Clark', with a stylized, cursive script.

Hon Dr David Clark
Minister of Health

RELEASED UNDER THE OFFICIAL INFORMATION ACT

From: [John Hansen](#)
To: [Alex Taylor \(Communications\)](#); [David Meates](#)
Subject: Re: MEDIA ENQUIRY FW: Stuff: Clinical Leaders Group letter to the CDHB board[EXTERNAL SENDER]
Date: Monday, 22 June 2020 10:33:41 AM
Attachments: [~WRD000.jpg](#)
[image002.jpg](#)

It is not a simple matter of trying to address the questions. We need to properly set the scene. What we asked of CIC for the campus master plan. Unlike Rob's letter this clearly set out the funding needed. We did not get it. What we were offered. The background of the board's decision when the only proposal put forward for consideration close to the funding envelope was the one approved by the board. That it appears to be a view from some that we should not accept that funding without putting forward an alternative. That this meant the timing for the campus redevelopment did not meet what the board, management and clinicians had hoped for. As a consequence it became apparent the buildings needed to be used longer than intended. A group is looking at the implications of that urgently and the subsequent funding that would be required. Don't disagree with comments re facilities but (I am assuming this) a conscious decision appears to have been made not to spend money on these facilities (David I assume this is correct). Patient safety is of course the most important thing but we can't spend money we have not got. As an organisation we also need to live within our means and the funding we receive from taxpayers. The funding requested was clear but in the restrained capital environment many DHB's did not get what they requested. We have to do our best with what we have especially in the light of our operating deficit. This can be prepared as a statement from me. I will not be doing an interview.

Call me if you need to.

Sent from my iPad

On 22/06/2020, at 09:39, Alex Taylor (Communications)
 <Alex.Taylor2@cdhb.health.nz> wrote:

Hi John and David,

See below enquiry from ⁹⁽²⁾ He has been given a copy of the letter sent by the Clinical Leaders Group to the Board.

As a consequence of this he has some questions he'd like us to address.

Upon reading these, my inclination is that qs 1 and 2 are best addressed by us from an operational perspective and qs 3-9 require a response from the Board Chair.

Let me know what you think and how you would like to respond – a phone interview might work for qs 3-9?

Cheers
 Alex

Alex Taylor
Senior Media Advisor

Canterbury and West Coast District Health Boards
T: 03 364 4122 or ext: 62122 | M: 027 567 5343
Level 1, Corporate Office, 32 Oxford Terrace, Christchurch
<image002.jpg>

From: 9(2)(a) @stuff.co.nz>

Sent: Sunday, 21 June 2020 8:46 p.m.

To: Alex Taylor (Communications) <Alex.Taylor2@cdhb.health.nz>; Karalyn van Deursen <Karalyn.Vandeursen@cdhb.health.nz>; Communications <Communications@cdhb.health.nz>

Subject: Stuff: Clinical Leaders Group letter to the CDHB board[EXTERNAL SENDER]

Hi all,

I've got a copy of a letter sent from the Clinical Leaders Group to the CDHB board last week which sets out a number of issues with the Parkside/Riverside buildings, and which seems to criticise the board for not explicitly stating the funding they require to safely deliver patient care.

The letter says the following:

- 1) That the Parkside theatres were rated the worst in NZ in the National Asset Management Programme (NAMP), and that they represent "nearly half our capacity on the campus in the foreseeable future".
- 2) The NAMP rated the Riverside Ward facility as one of the worst in NZ, and Parkside only slightly better. "These facilities will represent almost half of our bed capacity post-Hagley occupation."
- 3) "In terms of amenity - with the exception of two wards - only 7 per cent of rooms meet basic isolation standards and have an ensuite toilet (the current MOH-accepted guidelines specify 21 ensuites for 28 patients)."
- 4) "There are no accessible showers in Parkside or Riverside wards; most toilets are only 970mm wide precluding safe handling of patients. Most wards have only 3 showers to 28 patients."
- 5) "We are the last major DHB to house 6 acute patients in one bedroom - which precludes appropriate separation and any practical use of hoists to move patients, in clear contravention of the DHB's 'no lifting' policy for staff."
- 6) The DHB has had 74 outbreaks of norovirus gastroenteritis over a five year period affecting 526 patients and more than 200 staff "in our older amenities" (someone has clarified for me that that means Christchurch Hospital). The nine new Burwood wards have had just six small outbreaks over four years. "These, and many other shortcomings, are clear indictments of our older facilities and should be red flags to our health and safety obligations to both patients and staff."

7) The clinicians then say "with the spectre of occupying these facilities for a further 15+ years, it should be noted there is currently no identified request for funding for any clinical upgrade to these existing ward amenities or to these operating theatres in lieu of new amenities. There is also no identified funding path to meet our agreed capacity requirements.

8) They then seem to criticise the board. "I suggest the board has a responsibility to the people of Canterbury to be explicit about the appropriate requirements for funding in order to safely deliver the patient care that the ministry requires of it. In turn it is the ministry's responsibility to recommend a decision on funding allocation to the ministers, and to Treasury; being fully informed of the implications of any shortfall that might exist with its impact on the delivery of care. I urge the board to carefully consider the distinction."

I've also spoken to a senior medical figure who has strongly criticised the "hostile" board, saying they have been heedless of clinical advice, and that they are obsessed with balancing the books at the expense of providing safe facilities/capacity.

Questions below:

1) Re the number of gastro outbreaks. Is that in the past five years on the Chch Hospital campus? Does the CDHB have any comment on the number/cause of outbreaks.

2) How many operating theatres are in Parkside? Will they all continue to be in use once Hagley opens?

3) Does the CDHB have any comment re being the last major DHB to house six patients to a room?

4) Has the board heard back re the \$150m tower 3 development? Has it been approved?

5) Meates has previously said the CDHB will continue to occupy Riverside until at least 2025. What is the 15+ timeframe the clinicians are referring to?

6) Why has there been no request for funding to improve Parkside/Riverside? Has the CDHB done any planning on what needs to be done/how much it will cost?

7) The clinicians seem to have lost faith in the board. They say there is no identified funding path to meet capacity requirements. And they say "I suggest the board has a responsibility to the people of Canterbury to be explicit about the appropriate requirements for funding in order to safely deliver the patient care that the ministry requires of it." And that it's then the ministry's job to make the funding recommendation knowing the impact a lowball figure will have on patient care. Why did the board not advocate for tower 3 and 4, which the clinicians have said is the only way to meet capacity requirements?

8) Has the board lost the confidence of the clinicians?

9) Please feel free to address anything else in the letter.

I'm doing the story tomorrow. So please provide a response by 3pm. Let me know if a phone interview is easier, and please let me know when you get this.

Cheers,

9(2)(a)

--
9(2)(a)

E 9(2)(a) @stuff.co.nz | P (03) 943 2683 | M 9(2)(a)

158 Gloucester St, Christchurch, 8011

PO Box 2722, Christchurch 8140, New Zealand

<~WRD000.jpg>

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From: [John Hansen](#)
To: [David Meates](#)
Subject: Re: MEDIA ENQUIRY FW: Stuff: Clinical Leaders Group letter to the CDHB board[EXTERNAL SENDER]
Date: Monday, 22 June 2020 11:11:07 AM
Attachments: [image001.jpg](#)

9(2)(g)(i)



Sent from my iPhone

On 22/06/2020, at 11:05, David Meates <David.Meates@cdhb.health.nz> wrote:

John

I will work with Alex on a draft response that will run past you.

Ngā mihi

David Meates, MNZM

Chief Executive | Canterbury District Health Board and West Coast District Health Board

T: 03 364 4110 (ext 62110) | E: david.meates@cdhb.health.nz

P O Box 1600, Christchurch 8140

www.cdhb.health.nz | www.westcoastdhd.org.nz

<[image001.jpg](#)>

Values – Ā Mātou Uara

Care and respect for others - Manaaki me te whakaute i te tangata | Integrity in all we do - Hāpai i ā mātou mahi katoa i runga i te pono | Responsibility for outcomes - Te Takohanga i ngā hua

Double
Up

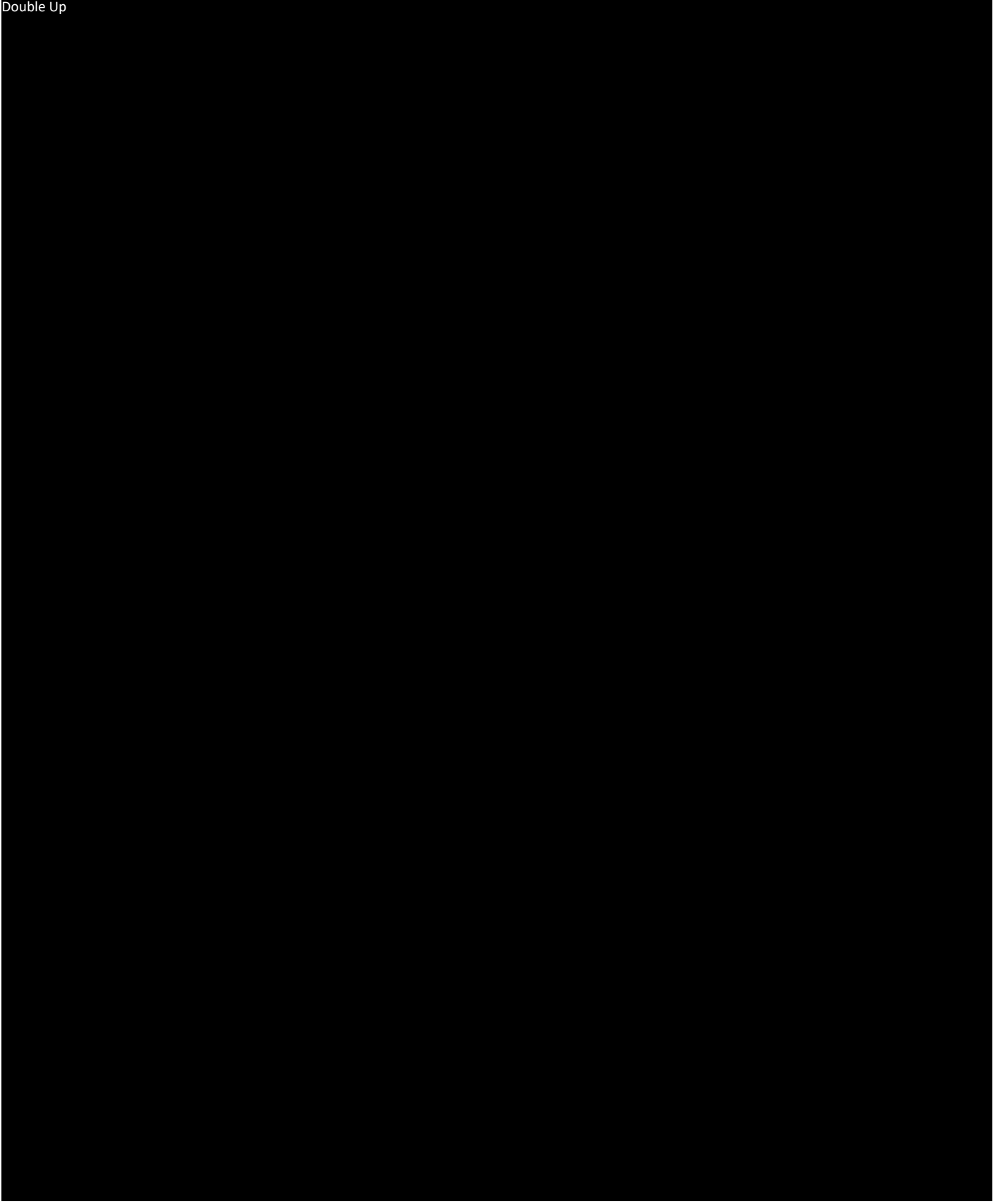


From: [John Hansen](#)
To: [David Meates](#)
Subject: Re: MEDIA ENQUIRY FW: Stuff: Clinical Leaders Group letter to the CDHB board[EXTERNAL SENDER]
Date: Monday, 22 June 2020 11:25:59 AM
Attachments: [image001.jpg](#)

David given references to CIC WC it'll need to go past MOH and minister's office

Sent from my iPhone

Double Up



From: [David Meates](#)
To: [John Hansen](#)
Cc: [Susan Fitzmaurice](#)
Subject: FW: Heads up
Date: Monday, 22 June 2020 4:00:00 PM
Attachments: [image003.jpg](#)
[image001.jpg](#)

John

Just as a heads up re swabbing – impacts of the coverage last week playing through in primary care with significant increases in testing occurring. As highlighted below being reviewed overnight

Ngā mihi

David Meates, MNZM

Chief Executive | Canterbury District Health Board and West Coast District Health Board

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From: Sue Nightingale

Sent: Monday, 22 June 2020 3:14 PM

To: Carolyn Gullery <Carolyn.Gullery@cdhb.health.nz>; David Meates <David.Meates@cdhb.health.nz>

Subject: FW: Heads up

fyi

From: ^{9(2)(a)} [REDACTED] <[\[REDACTED\]@pegasus.org.nz](mailto:[REDACTED]@pegasus.org.nz)>

Sent: Monday, 22 June 2020 3:06 PM

To: Sue Nightingale <Sue.Nightingale@cdhb.health.nz>

Cc: Megan Gibbs <Megan.Gibbs@cdhb.health.nz>; Vanessa Buchan <Vanessa.Buchan@cdhb.health.nz>; ^{9(2)(a)} [REDACTED]

Emergency Operations Centre <EOC@cprg.org.nz>

Subject: Heads up

Sue

Just a heads up we are seeing almost the biggest numbers ever coming through the nurse triage line today. We expect possibly over 300, this is with approx. 80% of general practice swabbing.

We are now seeing practices that swab also referring in as they are at capacity.

We will wait till later tomorrow to see what happens as we often got the weekend effect through the response so I want to be sure we aren't seeing the same thing here.

Regards

9(2)(a)

9(2)(a)

Pegasus Health (Charitable) Ltd

9(2)(a)

W: <https://www.pegasus.health.nz>
401 Madras Street, Christchurch 8013
PO Box 741, Christchurch 8140

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From: [David Meates](#)
To: [John Hansen](#); [Barry Bragg](#); [Lester Levy](#) ([lester.levy@9\(2\)\(a\)](#))
Cc: [Susan Fitzmaurice](#)
Subject: Christchurch Woman's Resized_20200623_133423.jpeg
Date: Tuesday, 23 June 2020 5:32:00 PM
Attachments: [Resized_20200623_133423.jpeg](#)
[image001.jpg](#)

Earlier today the heating in Christchurch Women's Hospital was affected by an unplanned outage.

Maintenance and Engineering have identified the cause and fixed it – see attached.

The heating is expected to come back on at 4pm today, however, it will take a few hours to come back up to normal temperature.

We are using electric heaters in NICU and maternity.

Ngā mihi

David Meates, MNZM

Chief Executive | Canterbury District Health Board and West Coast District Health Board

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From: [John Hansen](#)
To: [David Meates](#)
Subject: Re: COVID Testing
Date: Wednesday, 24 June 2020 8:32:00 AM
Attachments: [image001.jpg](#)

Thanks. The cost issue is raised at every meeting

Sent from my iPad

On 23/06/2020, at 18:21, David Meates <David.Meates@cdhb.health.nz> wrote:

Over the past week the level of COVID testing has increased markedly in response to the border breach and the response from Govt that is driving significant increases in testing. Interesting to note that testing on under 15's over the past three weeks is more in total than all the testing done on that age group since March.

The Minister has sent out a media release clarifying testing expectations which will see further increases.

Just to give a sense of the impact on this:

- Daily CBAC requirement has gone from 80 per day early last week to 491 referrals yesterday.
- Ques starting to form for testing.
- This does not include swabbing numbers from general practice – 80% general practice is swabbing also.
- General practice is starting to get overwhelmed with PPE requirements and impact of testing
- Currently this is now costing approx. \$100k per day without surveillance or border staff testing
- 1,300 tests processed through lab today

Clarity has been provided from the MOH this evening that we need to continue and that this will go onto our bottom line and should just be added to the COVID tracker as there is no more funding available this financial year.

This is an issue being raised by a number of Chairs and I understand that this will be raised at the Chairs meeting with Minister later in the week.

Ngā mihi

David Meates, MNZM

Chief Executive | Canterbury District Health Board and West Coast District Health Board

T: 03 364 4110 (ext 62110) | E: david.meates@cdhb.health.nz

P O Box 1600, Christchurch 8140

www.cdhb.health.nz | www.westcoastdhd.org.nz

9(2)(h)



From: [David Meates](#)
To: [John Hansen](#)
Subject: OIA 10315 CDHB Minutes from Board meeting 1 May- re Tower 3
Date: Friday, 26 June 2020 9:28:07 AM
Attachments: [Appendix 1.pdf](#)
[ATT00001.htm](#)
[CDHB 10315 Draft response 17-6-2020.doc](#)
[ATT00002.htm](#)

John

Attached is an OIA request received by the DHB. This has gone through our normal process including legal (see Tim Lesters advice below) in shaping response. As part of our process we provide this to the MoH on a no surprises basis and comment before any OIA is released.

Regards

David

From: Tim Lester
Sent: Wednesday, 17 June 2020 3:30 p.m.
To: Carolyn Gullery <Carolyn.Gullery@cdhb.health.nz>; David Meates <David.Meates@cdhb.health.nz>
Cc: Kathleen Smitheram <Kathleen.Smitheram@cdhb.health.nz>
Subject: OIA 10315 CDHB Minutes from Board meeting 1 May- re Tower 3

without prejudice

Hi Carolyn and David

The **attached** minutes were from the public excluded meeting on 1 May.

The meeting was public excluded on the basis of the 9(2)(j) of the Official Information Act – *to enable any organisation holding the information to carry out, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).*

We have since received an OIA request for these minutes.

My view is that the information should be released

Legal considerations:

To withhold the information, CDHB must have reason to believe the release of the minutes would prejudice or disadvantage the CDHB carrying on the negotiations. Ombudsman guidance provides that a mere assertion of prejudice or disadvantage will not be sufficient. To rely on this ground, CDHB must be able to:

1. Identify the specific negotiations; and
2. Explain precisely how release of the information at issue would prejudice or disadvantage CDHB carrying on those negotiations.

Negotiations

‘Negotiations’ are not just consultations or discussions. There must be *at least two parties at arm’s length each seeking to obtain a result favourable to itself and a belief by both that this is favourable*. Negotiations must be genuine, meaning that there is at least the possibility of give and take between the parties involved.

The Ombudsman Guidance states that dealings conducted on a ‘take it or leave it’ basis are not ‘negotiations’.

As you are aware, a resolution was passed to approve the reduced cost Tower 3 Option A and recommend it to MoH and CIC for approval. That resolution is public and the CDHB has since spoken about the discussion publicly. Accordingly, there does not appear to be any ongoing negotiations that could be impaired or prejudiced by release of the information.

Public Interest Test

Even where a valid withholding ground under the Act can be made out, section 9(2)(j) remains subject to a ‘*public interest test*’; meaning CDHB must consider the countervailing public interest in release. If the public interest in release outweighs the need to withhold, the information must be released.

There has clearing been media and public interest in this particular matter.

Timing and balance

Timing is often the key issue in striking the correct balance between the effective conduct of negotiations on the one hand, and the public's right to know on the other. As noted in Freedom of Information in New Zealand case, 'once negotiations are over, the public is entitled to know how they were conducted on its behalf'.

In light of these considerations, my view is that the minutes should now be released

MOH will have an opportunity to review the proposed release as per standard procedure.

Happy to discuss

Regards

Tim Lester

Corporate Solicitor

Canterbury District Health Board

T: 03 364 4128 (Internal ext: 62128) | M: ^{9(2)(a)}
tim.lester@cdhb.health.nz

Level 1, 32 Oxford Terrace, Christchurch | PO Box 1600 | Christchurch |
www.cdhb.govt.nz.

**MINUTES – PUBLIC EXCLUDED SPECIAL MEETING
CANTERBURY DISTRICT HEALTH BOARD
via zoom on Friday 1 May 2020**

BOARD MEMBERS

Sir John Hansen (Chair); Barry Bragg; Catherine Chu; Andrew Dickerson; James Gough; Gabrielle Huria; Jo Kane (via teleconference); Aaron Keown; Naomi Marshall; and Ingrid Taylor.

CROWN MONITOR

Dr Lester Levy (via teleconference).

APOLOGIES

Sally Buck

EXECUTIVE SUPPORT

David Meates (Chief Executive); Mary Gordon (Executive Director of Nursing); Carolyn Gullery (Executive Director, Planning Funding & Decision Support); Jacqui Lunday-Johnstone (Executive Director, Allied Health, Scientific & Technical); Hector Matthews (Executive Director Maori & Pacific Health); Stella Ward (Chief Digital Officer); Justine White (Executive Director, Finance & Corporate Services); Rob Ojala (Chair, CDHB Clinical Leader's Group); Richard French (Clinical Leader's Group); Anna Craw (Board Secretariat); and Kay Jenkins (Executive Assistant, Governance Support).

APOLOGIES

Michael Frampton (Chief People Officer); Sue Nightingale (Chief Medical Officer); and Karalyn van Deursen (Executive Director of Communications).

1. CHRISTCHURCH HOSPITAL CAMPUS MASTER PLAN – TOWER 3 AND COMPLIANCE COSTS

The Chair, Sir John Hansen, commented that his recollection from the last Board meeting was that management preferred Option E at a cost of \$218m, however both the Crown Monitor and he have stated that in their discussions with the Ministry of Health they say that there is only \$150m available to the DHB for this project and if we do not act quickly there is a risk we may not even get that. He added that Jo was adamantly opposed to accepting this option, however, other Board members accepted that we should grab the \$150m. He also added that there was a reluctance for some to accept this and the meeting gave time to the Chief Executive to discuss this further with the Michelle Arrowsmith from the Ministry of Health who has confirmed that there is only \$150m available. Sir John commented that he felt in the circumstances there was only one option that the Board could approve.

The Chief Executive advised that he has had some quite lengthy discussions with Michelle Arrowsmith and Karl Wilkinson and his team seeking some guidance. The response from the Ministry was included in the papers for the meeting. It was noted that the option of six shelled floors was unlikely to be well received by Wellington.

Mr Meates advised that he had tried to summarise discussions since the Board meeting into this report.

The Chair commented that one of the issues the Board would have to grapple with around compliance is where capital expenditure will sit for Health with the COVID situation and it will probably be a lengthier process than we would like.

A query was made regarding the independent review of clinical risk undertaken by the Ministry of Health and Marg Wiltshire, and whether these risk have suddenly disappeared. The Chair responded that he believed that all of the risks are still there.

The Chief Executive confirmed that there was an independent review and this formed part of the feeder into the Campus Master Plan. This grouped together all of the seismic issues and capacity demands and needs. He added that the Chair is absolutely right that the minimum compliance is about minimum seismic and passive fire compliance to meet statutory compliance and does not meet health and safety requirements. He went on to say that as the Chair had commented, this basically comes back to capital available post COVID and all that would occur without further capital would be: panels on the outside of Parkside; stairs; and high risk pacifier compliance.

The Chair commented that there were three matters set out in Michelle Arrowsmith's e-mail and he did not believe that today the Board should accept minimum compliance but we should sit down with the Ministry for further discussions around this. In regard to legislative compliance under Health & Safety and also clinical issues where the DHB will be financially in this restrained environment.

A point was raised regarding what is being proposed will not be enough to meet our community's clinical needs and the paper confirms how little funding we have actually received from the crown.

Board member Jo Kane spoke of the dilemma faced by the Board and commented that a few members have been part of this for some time. She added that never before has the Board made a decision that did not consider future growth and the history over the last 10 years is well documented. She commented that the figure of \$150m has been plucked out of the air and we are certainly not putting our community first or our staff first. She added that this locks us in forever to a constrained campus. She advised that she would vote against the motion.

Dr Rob Ojala, Chair, Clinical Leaders Group, provided the Board with some feedback from the Clinical Leaders Group. He advised that Senior Clinicians, do not (because they could not) support Option A and frankly it would be irresponsible for them to do so. He added that Option E barely meets the agreed need and even this is contingent on numerous other developments occurring in a timely fashion and this is their recommended minimum option to the Board.

Dr Ojala added that to be clear this is not just about Tower 3. Option A will be the majority of the campus bed stock and other critical facilities in a not fit-for-purpose condition realistically for the next decade. He added that the inadequacies of our facilities to manage a contagion outbreak like COVID is yet another example of this and the Hagley facility will offer little respite for medical patients from this.

In addition, Dr Ojala advised that clinicians have worked closely and constructively with Management, the Executive Team and the Board over the last 10 years or more and have demonstrated a cooperative and a pragmatic approach which is not given to hyperbole, and has been consistently prudent in its approach. In that setting I should alarm the Board when clinicians emphatically state that a proposal is dramatically inadequate.

Dr Ojala commented that to his knowledge this is the first time this century that the Board faces a decision that runs explicitly against the measured advice and the support of clinicians.

He added that if the Board chooses to decide that the \$154m option is the only pragmatic option to pursue then he would suggest that the resolution reflects that this is insufficient to meet the agreed time-critical capacity and care needs for the DHB.

Dr Ojala again stated for the record that Senior Clinicians do not support Option A and their recommendation to the Board is to support Option E.

The Chair thanked Dr Ojala for presenting the views of the Clinical Leadership Group.

The Chair commented that all Board members have expressed that this is not the desired outcome but we need to ensure that we receive the \$150m. CIC did not grant the funding we sought and if \$150m is all that is available we need to accept this and indicate that we will be requesting more in coming capital rounds. He added that the completion of the campus Master Plan is a requirement to meet the clear clinical demand that has already been put forward in the Business Case which was a joint document with the CDHB & Ministry of Health and with Clinical input.

It was agreed that a draft resolution be circulated for final agreement and adding to the minutes.

Resolution (PE23/20)

(Moved: Sir John Hansen/Seconded: Gabrielle Huria - carried)

(Jo Kane and Andrew Dickerson voted against)

“That the Board:

- i. approves the \$154m Campus Masterplan Tranche 1 Reduced Cost Tower 3 Option A (containing 5 ward floors -2 floors fitted out and 3 floors shelled) and recommend it to MOH and CIC for approval.”

“The Board notes:

- the agreed Christchurch Hospital Campus Master Plan was developed in partnership between the Canterbury DHB and the Ministry of Health;
- the agreed Christchurch Hospital Campus plan Programme Detailed Business Case and First Tranche Detailed Business Case included agreed population, service demand and capacity forecasts;
- that the original request to the Capital Investment Committee was for \$437.78m to deliver a 6-ward level Tower 3 and the design for Tower 4 and Central Podium plus enabling works and minimal refurbishment of Parkside and associated facilities. This had been agreed in partnership with the Ministry of Health, Management and Clinicians as required to meet the needs of the Canterbury community and function as a tertiary provider supporting service provision across the lower North Island and South Island;
- the Board, while accepting the capital constraints for the sector is disappointed that only \$150m has been allocated to this project;
- that the Clinical Leaders Group did not support this option as they consider it does not provide the capacity required to deliver and sustain current service levels and impacts on the future configuration of the Christchurch Hospital Masterplan delivery;
- the time critical nature regarding the commencement of the T3 project and the critical need to move forward with urgency; and
- that future capital investment will be required within a short period of time to ensure the agreed capacity needs are met.”

The meeting concluded at 1.15pm.

Sir John Hansen, Chair

Date of approval

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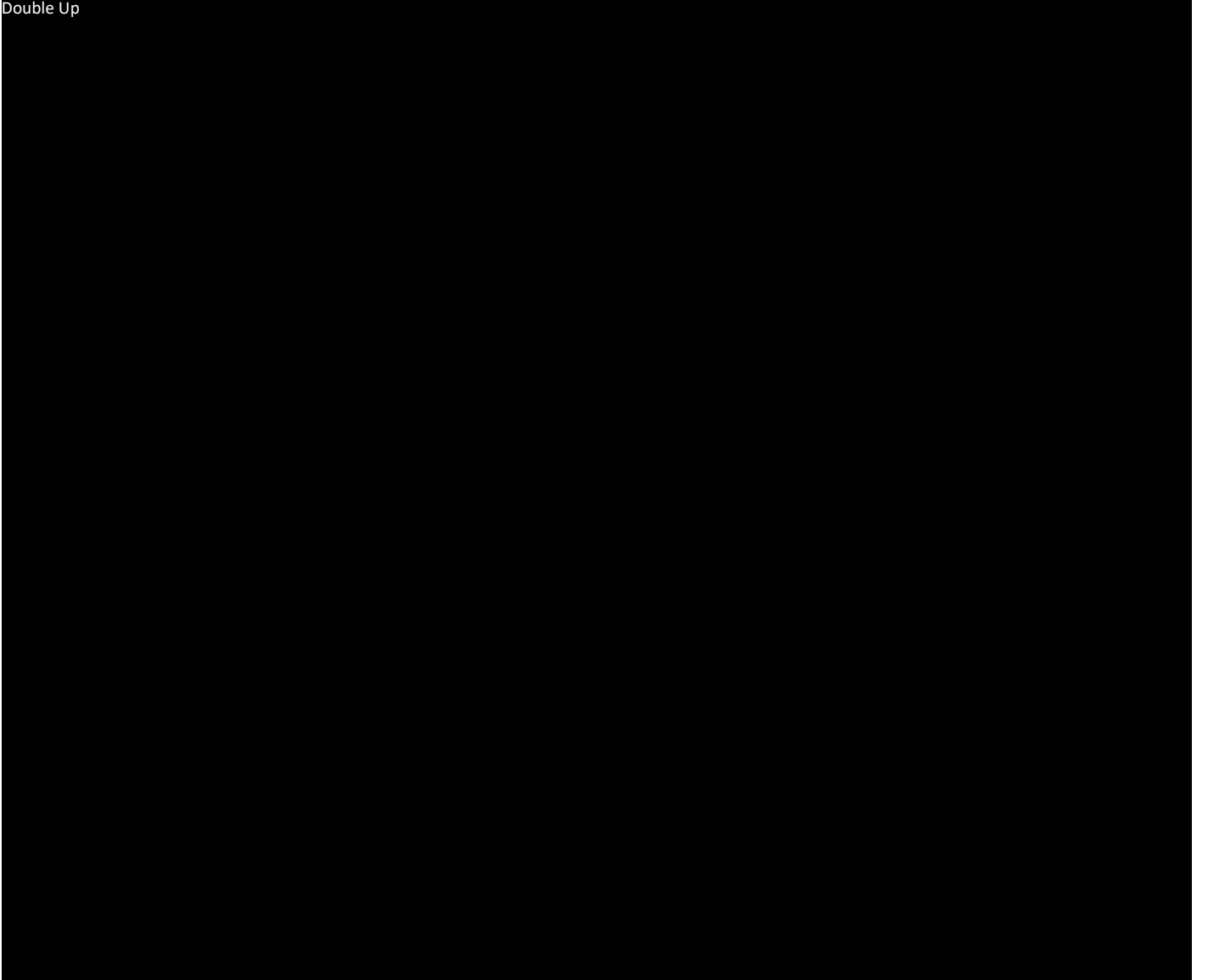
From: [John Hansen](#)
To: [David Meates](#)
Subject: Re: OIA 10315 CDHB Minutes from Board meeting 1 May- re Tower 3
Date: Friday, 26 June 2020 10:45:46 AM

I have no problem with this.

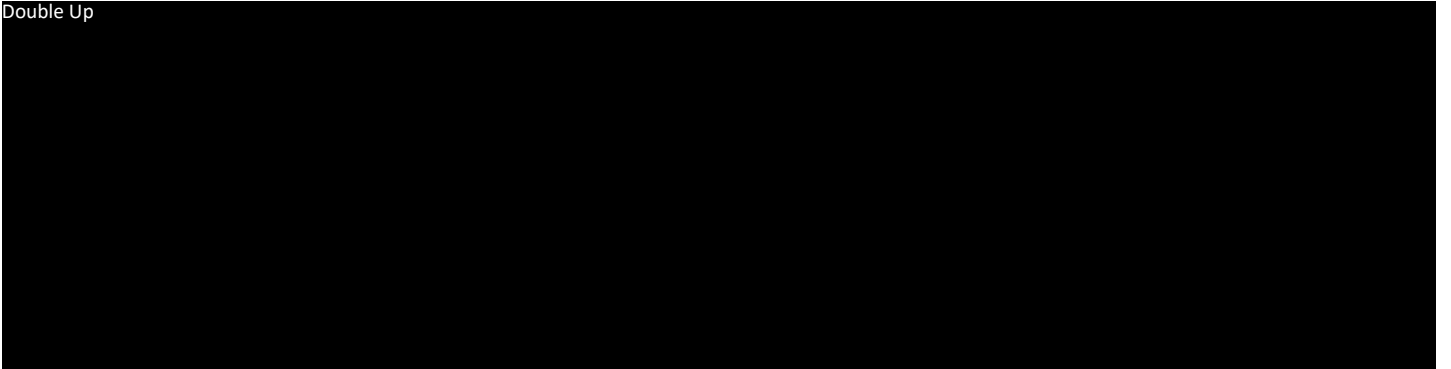
Sent from my iPhone

On 26/06/2020, at 09:28, David Meates <David.Meates@cdhb.health.nz> wrote:

Double Up



Double Up



From: [David Meates](#)
To: [John Hansen](#)
Subject: Re: Meaghan Woods
Date: Sunday, 28 June 2020 3:41:54 PM

Thanks

David Meates MNZM
CEO Canterbury and West Coast DHBs

> On 28/06/2020, at 3:07 PM, John Hansen <John.Hansen@cdhb.health.nz> wrote:

>

> David

> At the minister's request I met on Friday afternoon. She wanted to advise me that there would be 2 more isolation/quarantine hotels in Christchurch. Of course you had already briefed me on this. She did give me the names of the hotel. She was just ensuring the board would be supportive. I said we would of course be but it would be helpful to CDHB if international flights came direct etc etc (the concerns you had raised with me). She and the Wing Commander said they did all they can but that offer things like exact numbers were not known until the plane door shut. I accepted that but we should be able to get the general number that can be refined as soon as possible. She also raised car parking again so hopefully we can get that sorted at QFRAC.

> I also should have mentioned that I briefed David Clark on Ernest Henshaw's research trust. He was very interested so I have arranged a meeting for late July.

> John

>

> Sent from my iPad

RELEASED UNDER THE OFFICIAL INFORMATION ACT

From: [John Hansen](#)
To: [David Meates](#)
Cc: [Barry Bragg](#)
Subject: Re: Antigua Street PPP proposal - Paper
Date: Thursday, 2 July 2020 8:28:01 AM
Attachments: [image001.jpg](#)

David under the delegated authority Barry and I agree Option 3 (joint arrangement) is the one to deliver. So let's get it signed.
 We can then take it to the board.
 John

Sent from my iPhone

On 1/07/2020, at 19:19, David Meates <David.Meates@cdhb.health.nz> wrote:

John

As requested, please find **attached** a Paper for Board consideration and direction regarding the land out PPP.

I've also **attached** the Heads of Agreement being negotiated between Otakaro, CDHB, LINZ and ^{9(2)(a)} by Tim Lester (Appendix 2 to the paper- Tim's comments shown). In the interest of time, ideally we get approval of *the form* of HoA at the same time, so that we can finalise and sign without bringing it back to the Board. I don't see any issues in reaching agreement with the parties on the HoA. It will go through usual CDHB sign-off (as well as Ministerial signoff given it commits us to dispose of the ASC and enter into a co-operative arrangement with Otakaro/LINZ/^{9(2)(a)}).

Could you review the attached Board paper and advise

Ngā mihi

David Meates, MNZM

Chief Executive | Canterbury District Health Board and West Coast District Health Board

T: 03 364 4110 (ext 62110) | E: david.meates@cdhb.health.nz

P O Box 1600, Christchurch 8140

www.cdhb.health.nz | www.westcoastdhb.org.nz

<image001.jpg>

Values – Ā Mātou Uara

Care and respect for others - Manaaki me te whakaute i te tangata | Integrity in all we do - Hāpai i ā mātou mahi katoa i runga i te pono | Responsibility for outcomes - Te Takohanga i ngā hua

<Board Paper- Antigua Street PPP carparking proposal 30-06-18.docx>

<120921-35 (1997317-1) CDHB hospital car park - 29 June.docx>

From: [David Meates](#)
To: [John Hansen](#); [Barry Bragg](#)
Cc: [Tim Lester](#)
Subject: Ngai Tahu Property - CDHB carpark opportunity[EXTERNAL SENDER]
Date: Thursday, 9 July 2020 6:08:00 PM
Attachments: [image001.jpg](#)

Kia ora kōrua John and Barry

Detailed below is a summary of the key assumptions worked through with 9(2)(a) and 9(2)(a) with respect to the carpark project to ensure there is alignment between the parties.

There is some further work occurring overnight which will be able to send out tomorrow – probably late morning. I have also shared this with John Bridgeman to ensure that we have all apties as lined up as possible.

Ngā mihi

David Meates, MNZM

Chief Executive | Canterbury District Health Board and West Coast District Health Board

T: 03 364 4110 (ext 62110) | E: david.meates@cdhb.health.nz

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From: 9(2)(a) <[REDACTED]@ngaitahu.iwi.nz>
Sent: Tuesday, 7 July 2020 3:57 PM
To: Tim Lester <Tim.Lester@cdhb.health.nz>; David Meates <David.Meates@cdhb.health.nz>
Cc: 9(2)(a) <[REDACTED]>
Subject: Ngai Tahu Property - CDHB carpark opportunity[EXTERNAL SENDER]

Kia ora kōrua John and Barry

Detailed below is a summary of the key assumptions worked through with 9(2)(a) and 9(2)(a) with respect to the carpark project to ensure there is alignment between the parties.

There is some further work occurring overnight which will be able to send out tomorrow – probably late morning

Carpark Project - Key Assumptions:

- The parties have agreed to work together to enable the delivery of a car parking solution for the Health Precinct – specifically a new carpark building on CDHB land bound by St Asaph Street and Hagley Avenue;
- CDHB will ground-lease the required land to Ngāi Tahu Property for a period of 35 years (Ngāi Tahu will retain a Right of First Refusal on this land as per Part 9 of the Ngāi Tahu Claims Settlement Act);
- CDHB to supply all existing site, design and costing information to Ngāi Tahu Property;
- Ngāi Tahu Property will design and construct a new car park building – for health and general public use – with approximate 450 spaces;
- Ngāi Tahu Property will own and manage the improvements, and transfer the improvements back to CDHB after a term of 35 years;
- If expediency for the carpark is critical, then the focus for the partnership needs to be solely on a carpark building. If we are trying to provide a multi-use or adaptive building within a carpark building then that will add unnecessary cost and complexity;
- The assumed timeframes for delivery are:
 - 2 weeks for Heads of Agreement binding parties to an exclusive relationship;
 - Public announcement by the Minister for Canterbury Earthquake Recovery as necessary;
 - 1 month for in principle Board approvals which set the key commercial terms;
 - 2 months for Ngāi Tahu to waiver its Right of First Refusal to the CDHB land required for the Metro Sports precinct site on the basis the CDHB – Ngāi Tahu Property carpark partnership is advanced;
 - 3 months for detailed DD; and
 - 12-18 months for planning and construction (TBC).
- The parties acknowledge the complexity in the necessary land-swaps required for the Metro Sports Precinct, which requires CDHB to vest land with LINZ which in turn adversely impacts on the Ngāi Tahu Right of First Refusal. Ngāi Tahu Property will commit to supporting all necessary political engagement with the Minister for Canterbury Earthquake Recovery to ensure the best outcome for Christchurch;
- It is assumed that any government financial support that was being offered to other parties to enable a car parking solution for the Health Precinct will be made available to the Ngāi Tahu Property proposal; and
- Alignment on communications protocols to ensure both parties support a “no surprises” protocol.

Ngā mihi, nā 9(2)

9(2)(a)

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From: [David Meates](#)
To: [John Hansen](#); [Barry Bragg](#)
Subject: FW: Ngai Tahu Property - CDHB carpark opportunity[EXTERNAL SENDER]
Date: Friday, 10 July 2020 10:48:00 AM
Attachments: [image001.jpg](#)
[scenarios_20200709.xlsx](#)

FYI – information sent to ^{9(2)(a)} [REDACTED] this morning

Ngā mihi

David Meates, MNZM

Chief Executive | Canterbury District Health Board and West Coast District Health Board

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From: David Meates

Sent: Friday, 10 July 2020 10:22 AM

To: ⁹ [REDACTED]

Subject: Ngai Tahu Property - CDHB carpark opportunity[EXTERNAL SENDER]

^{9(2)(a)} [REDACTED]

Attached are three fiscal senario's re fiscal modelling with respect to the carpark project. It would great if you could review as this will help frame up the crown contribution required which the Minister will need some assurance of. The modelling has also reflected a variance to include 140 afternoon staff car parks that Otakaro have required for the Metro centre.

Option 1: 7 floors

350 public car parks	
140 CDHB Staff parks	
Construction Works	\$21m
Crown Contribution	\$10m
Return on Investment	5.33%
NPV at %.33% over 35 years	10,125

Spreadsheet contains the full breakdown of assumptions that are conservative

Option 2: 8 floors

420 public car parks	
140 CDHB Staff parks	
Construction Works	\$24m
Crown Contribution	\$10m

Return on Investment 5.03%
 NPV at %.33% over 35 years 5,597

Spreadsheet contains the full breakdown of assumptions that are conservative

Option 3: 9 floors
 490 public car parks
 140 CDHB Staff parks
 Construction Works \$27m
 Crown Contribution \$10m
 Return on Investment 4.83%
 NPV at %.33% over 35 years 6,933

Spreadsheet contains the full breakdown of assumptions that are conservative

With option 1 above this would give 350 public car parks, address the 140 afternoon staff car parks. In addition the Dean Ave (Fulton Hogan) would provide a further 350 public car parks as a park and ride.

What these options don't deal with is adding two floors to the existing staff car park. The additional two floors would add 238 car parks and cost \$8.5m. This addition would enable the 140 afternoon staff car parks to be absorbed and would then free up an additional 140 car parks for the public in option 1 above.

Ngā mihi

David Meates, MNZM

Chief Executive | Canterbury District Health Board and West Coast District Health Board

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From: ^{9(2)(a)} [REDACTED] <[\[REDACTED\]@ngaitahu.iwi.nz](mailto:[REDACTED]@ngaitahu.iwi.nz)>

Sent: Wednesday, 8 July 2020 3:20 PM

To: Tim Lester <Tim.Lester@cdhb.health.nz>; ^{9(2)(a)} [REDACTED]

^{9(2)(a)} [REDACTED]

Cc: David Meates <David.Meates@cdhb.health.nz>; Justine White <Justine.White@cdhb.health.nz>

Subject: RE: Ngai Tahu Property - CDHB carpark opportunity[EXTERNAL SENDER]

Kia ora Tim

Thanks for responses below – helps frame the discussion for tomorrow.

We understand there may be a hui planned with the Minister this Friday and that our engagement may be sought? Do you have any details?

9(2)(a)

From: Tim Lester <Tim.Lester@cdhb.health.nz>

Sent: Wednesday, 8 July 2020 8:46 a.m.

To: 9(2)(a) <9(2)(a)@ngaitahu.iwi.nz>; 9(2)(a)

9(2)(a)

Cc: David Meates <David.Meates@cdhb.health.nz>; Justine White <Justine.White@cdhb.health.nz>

Subject: FW: Ngai Tahu Property - CDHB carpark opportunity

9(2)(a)

Thanks for your email.

I've provided my comments in red below.

David M might have other comments to add.

Kind regards

Tim Lester

Corporate Solicitor

Canterbury District Health Board

T: 03 364 4128 (Internal ext: 62128) | M: 9(2)(a) | E: tim.lester@cdhb.health.nz
 Level 1, 32 Oxford Terrace, Christchurch | PO Box 1600 | Christchurch | www.cdhb.govt.nz.

From: 9(2)(a) <9(2)(a)@ngaitahu.iwi.nz>

Sent: Tuesday, 7 July 2020 3:57 p.m.

To: Tim Lester <Tim.Lester@cdhb.health.nz>; David Meates <David.Meates@cdhb.health.nz>

9(2)(a)

Subject: Ngai Tahu Property - CDHB carpark opportunity

Kia ora kōrua Tim and David,

Thank you for your time this morning. Following our discussion we felt it would be helpful to set out some key assumptions with respect to the carpark project to ensure there is alignment

between the parties.

Please see below and happy to discuss before or at our hui on Thursday.

Carpark Project - Key Assumptions:

- The parties have agreed to work together to enable the delivery of a car parking solution for the Health Precinct – specifically a new carpark building on CDHB land bound by St Asaph Street and Hagley Avenue;
- CDHB will ground-lease the required land to Ngāi Tahu Property for a period of **up to 35 years** (Ngāi Tahu will retain a Right of First Refusal on this land as per Part 9 of the Ngāi Tahu Claims Settlement Act);

Term based on a payback period based on total cost of construction up to 35 years (could be 35 years).

RLB initial costings indicated 21M construction cost. CDHB putting in the CDHB land at nil cost.

CDHB can't/wont underwrite any of the public parks within the Ngai Tahu carpark.

- CDHB to supply all existing site, design and costing information to Ngāi Tahu Property;

Yes.

I understand we have provided key information held- I will confirm with Brad if anything else

- Ngāi Tahu Property will design and construct a new car park building – for health and general public use – with approximate 450 spaces;

Yes.

Noting the option for Ngai Tahu to go higher - requiring a longer payback (ground lease) term

- Ngāi Tahu Property will own and manage the improvements, and transfer the improvements back to CDHB after a term of 35 years;

Yes

Ownership to revert to CDHB on expiry of the term of the ground lease term

- If expediency for the carpark is critical, then the focus for the partnership needs to be solely on a carpark building. If we are trying to provide a multi-use or adaptive building within a carpark building then that will add unnecessary cost and complexity;

Agree

AP lab can be left out of the car park building and to 'square up' the building platform.

- The assumed timeframes for delivery are:
 - 2 weeks for Heads of Agreement binding parties to an exclusive relationship;
 - Public announcement by the Minister for Canterbury Earthquake Recovery as necessary;
 - 1 month for in principle Board approvals which set the key commercial terms;
 - 2 months for Ngāi Tahu to waiver its Right of First Refusal to the CDHB land required for the Metro Sports precinct site on the basis the CDHB – Ngāi Tahu Property carpark partnership is advanced;
 - 3 months for detailed DD; and
 - 12-18 months for planning and construction (TBC).

Noted.

We will do wat we can to expedite wherever possible

- The parties acknowledge the complexity in the necessary land-swaps required for the Metro Sports Precinct, which requires CDHB to vest land with LINZ which in turn adversely

impacts on the Ngāi Tahu Right of First Refusal. Ngāi Tahu Property will commit to supporting all necessary political engagement with the Minister for Canterbury Earthquake Recovery to ensure the best outcome for Christchurch;

Thank you.

- It is assumed that any government financial support that was being offered to other parties to enable a car parking solution for the Health Precinct will be made available to the Ngāi Tahu Property proposal; and

The existing arrangement with the Crown is that if the Medcar PPP falls over (or CDHB elects to choose the cash alternative) then CDHB gets the cash to build its own 2 floor extension on its Antigua Street staff carpark to accommodate the carparks lost to the Metro Sports Development.

It was on this basis that CDHB vacated its Afternoon Staff Carpark

CDHB will still need to apply this Crown capital for this purpose.

CDHB's Antigua Street Carpark will remain staff only (i.e no pubic).

If there's no additional Crown capital available *above that provided to CDHB to replace its lost ASC parks*, the Ngāi Tahu proposal will need to stand on its own two feet. I'll ask John Bridgman to advise whether additional capital was being provided to the Medcar proposal.

- Alignment on communications protocols to ensure both parties support a "no surprises" protocol.

Agreed

9(2)(a)



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9(2)(b)(ii)



THE OFFICIAL INFORMATION ACT

9(2)(b)(ii)



OFFICIAL INFORMATION ACT

From: [Naomi Cressy](#)
To: [David Meates](#)
Cc: [Barry Bragg](#); [John Hansen](#)
Subject: Cost reduction ideas[EXTERNAL SENDER]
Date: Wednesday, 15 July 2020 2:03:10 PM

Kia Ora David,

Attached is a link to a list of cost reduction ideas that I have compiled related to observations I have made through my nursing role in different areas. They have varying financial impacts. I have aimed them at minimizing negative impacts on consumers but instead enhanced utilisation of resources.

I'm happy to discuss these further with you if you would like.

9(2)(a)

Nga Mihi,

Naomi Marshall

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From: [David Meates](#)
To: [John Hansen](#)
Subject: Resignation of Michael Frampton, Chief People Officer ON HOLD UNTILL 10 AM MONDAY
Date: Sunday, 19 July 2020 9:59:21 AM

John

Detailed below is the note that will go out to the organisation after 10 am on Monday announcing Michael Frampton's resignation. Michael will be meeting with his team Monday morning to inform them.

Resignation of Michael Frampton, Chief People Officer

It is with regret I advise that Michael Frampton has resigned from his role as Chief People Officer, Canterbury DHB and West Coast DHB.

Michael came to health eight years ago this month. He was responsible for leading change across the West Coast Health System, and driving the process to secure commitment for a new hospital in Greymouth. (From next week, patients begin moving in to Te Nikau Grey Hospital.) Subsequently, Michael moved to Canterbury to lead the transformation and reinvention of HR. Today, our People and Capability team has new strategy, new people with new and different talent, it delivers new services supported by new technology, and it's delivering a completely different kind of value. Michael has inspired and led this work, and established the foundations for the ongoing journey we're on to put our people at the centre of everything we do.

Michael is returning home to Auckland and taking up the role of Chief People Officer with Sky.

On behalf of the Board and EMT, I acknowledge Michael's tremendous contribution to both the Canterbury and West Coast Health Systems and wish him every success for his new role.

Michael's last working day is Friday 28 August 2020.

From: [John Hansen](#)
To: [David Meates](#)
Subject: Re: Resignation of Michael Frampton, Chief People Officer ON HOLD UNTILL 10 AM MONDAY
Date: Sunday, 19 July 2020 10:16:43 AM

Thanks David. I will drop him a note.

Sent from my iPhone

On 19/07/2020, at 09:59, David Meates <David.Meates@cdhb.health.nz> wrote:

John

Detailed below is the note that will go out to the organisation after 10 am on Monday announcing Michael Frampton's resignation. Michael will be meeting with his team Monday morning to inform them.

Resignation of Michael Frampton, Chief People Officer

It is with regret I advise that Michael Frampton has resigned from his role as Chief People Officer, Canterbury DHB and West Coast DHB.

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On behalf of the Board and EMT, I acknowledge Michael's tremendous contribution to both the Canterbury and West Coast Health Systems and wish him every success for his new role.

Michael's last working day is Friday 28 August 2020.

From: [David Meates](#)
To: [John Hansen](#); [Lester Levy](#) 9(2)(a); [Barry Bragg](#)
Cc: [Susan Fitzmaurice](#)
Subject: Hagley snapshot 21 July 2020.pdf
Date: Tuesday, 21 July 2020 1:05:00 PM
Attachments: [Hagley snapshot 21 July 2020.pdf](#)
[image001.jpg](#)

Kia ora

Attached is a quick snapshot summary of progress towards MOH handover of Hagley to the DHB by 10 August fyi.

Ngā mihi

David Meates, MNZM

Chief Executive | Canterbury District Health Board and West Coast District Health Board

T: 03 364 4110 (ext 62110) | E: david.meates@cdhb.health.nz

P O Box 1600, Christchurch 8140

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16

WORKING DAYS UNTIL
HANDOVER

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ITEMS FOR INSTALL PRE OCCUPATION

- DHB

- Bed Head Monitor Brackets ✓
- Bed Head Monitor Electrical ✓
- Voice ties ✓
- Cellular remediation ✓
- CT – delayed due permit approvals now 6th - 17th July – **underway completion delayed**
- Ysio Xray – delayed due permit approvals now 15th June – 9th July - **underway completion delayed**
- Fluoro – delayed due permit approvals now 3rd August – **pushed back again to commencement now in August**
- AV installs – due September/October (awaiting clean areas and seismic/passive fire plans) ✗
- Ensuite Doors – delayed until post handover ?commence early August ✗

- Project

- 345 Functional Review items – Very minimal progress that we can observe
 - 298 Resolved or compromised (green) + I
 - 29 Not yet complete (red) - I, (Items post handover – door vision panels, curtain track modifications, CHOC furniture placement, install missing cabinetry, Mental Health room modifications, ED triage desk, MRI exclusion zone, Door stops/restrictors, suction to B6 day space, commercial dishwasher drainage)
 - 10 In dispute with MOH advised 9 of these will be done post CPB handover but before occupation
- Food Services Link – feedback on same given
- ED entry height fall risk – no design progress
- Remaining commissioning items includes medical gases, generator noise, fire tanks back to CWH
- Timing of completion before DHB building prep is key to minimise overall period until occupation and avoid conflict with cleaning. Likely an additional week or two is needed to front foot remaining functional review items before commencement of cleaning

STAGE 1 AREA

- CDHB has managed to date 352 (+19) access requests, with majority from CPB, remaining from MOH FFE vendors
- LGF
 - Remains a shared zone
 - Invasive passive fire works underway in a DB cupboard, defect and architectural remediation now
- GF Radiology
 - Mostly stocked for basic COVID use
 - Invasive passive fire works appear complete
- LI Intensive Care
 - Mostly stocked for basic COVID use
 - Invasive passive fire works appear complete
- L2 ICU Admin & Staff Room
 - ISG Hagley team working from here
 - Supplies of ISG equipment stored
 - Invasive passive fire works complete

DEFECTS – MAINLY STAGE 1 AREAS

- Defect process as determined by TTT
- Currently 157 CDHB defects listed, 4 MOH defects (+1)
 - 74 closed as resolved (+4)
 - 87 remain open (-2)
- Defect process is still only geared for construction defects
- 17 weeks post handover of stage one the process for design and FFE defects remains unresolved and with little to no action on these items

ITEMS TO BE COMPLETED-MOH

- MOH now advise that all dirty works on functional list will be complete by handover
- Flood remediation will be continuing
- Defect resolution will be continuing
- ED entry height not yet presented
- Food Services Link not yet approved

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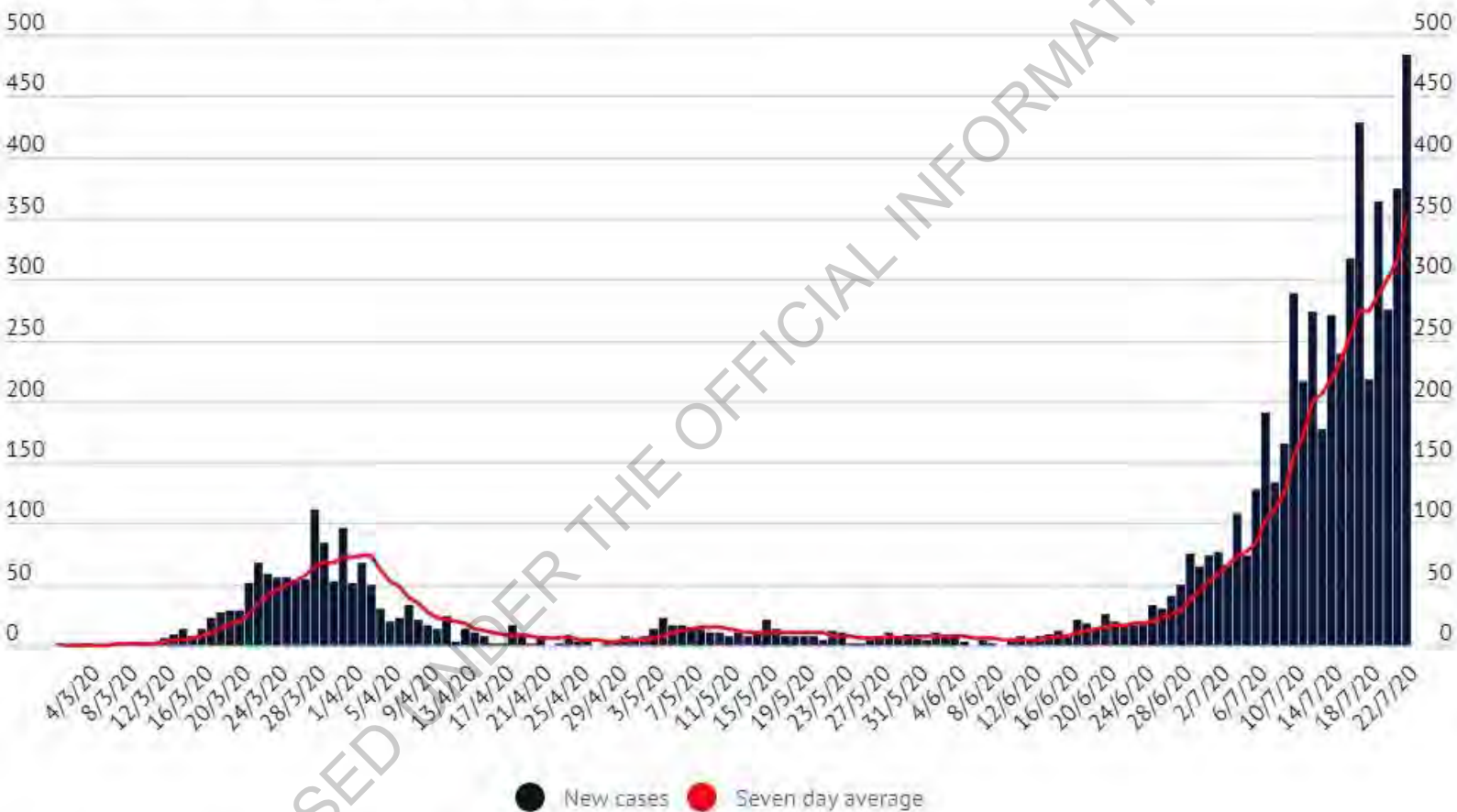
ITEMS TO BE COMPLETED - DHB

- Ysio – due complete last week
- CT – due complete this week
- Fluoro – due to start in Aug
- AV – due to start post cleans
- Ensuite Doors – due to start Aug
- MRI – new indication of this progressing dates unknown at this point

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New coronavirus cases per day in Victoria

058



Data: Department of Health and Human Services

From: [Lester Levy](#)
To: [David Meates](#); [John Hansen](#); [Barry Bragg](#)
Cc: [Susan Fitzmaurice](#)
Subject: Re: Final Draft Canterbury DHB Annual Plan 2020/21
Date: Monday, 27 July 2020 11:33:46 AM
Attachments: [image001.jpg](#)

Thanks David

Can I please receive a copy of the most recent draft annual plan sent through to the MoH.

Many thanks

Lester

From: David Meates <David.Meates@cdhb.health.nz>
Sent: Monday, 27 July 2020 11:24 AM
To: John Hansen <John.Hansen@cdhb.health.nz>; Barry Bragg 9(2)(a); Lester Levy 9(2)(a)
Cc: Susan Fitzmaurice <Susan.Fitzmaurice@cdhb.health.nz>
Subject: FW: Final Draft Canterbury DHB Annual Plan 2020/21

Please find attached and email below the feedback received from the MOH this morning re Annual Plan.

Ngā mihi

David Meates, MNZM

Chief Executive | Canterbury District Health Board and West Coast District Health Board

T: 03 364 4110 (ext 62110) | E: david.meates@cdhb.health.nz

P O Box 1600, Christchurch 8140

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From: 9(2)(a) @health.govt.nz 9(2)(a) On Behalf Of AnnualPlan@health.govt.nz
Sent: Monday, 27 July 2020 9:23 a.m.
To: Carolyn Gullery <Carolyn.Gullery@cdhb.health.nz>; Melissa Macfarlane <Melissa.Macfarlane@cdhb.health.nz>; Sarah Ioannou (nee Greig) <Sarah.ioannou@cdhb.health.nz>
Cc: Michelle.Arrowsmith@health.govt.nz; Justine White <Justine.White@cdhb.health.nz>
Subject: Final Draft Canterbury DHB Annual Plan 2020/21

Good morning,

Many thanks for sending through your Final Draft Annual Plan.

Please find some minor feedback below that needs to be addressed before the final submission of your plan. Please resolve this feedback and progress to Board sign off of your Annual Plan. The Ministry will do final checks once the final signed version is received, please do not send the updated sections through.

Please send your Board signed plan to AnnualPlan@health.govt.nz as soon as your Board has approved your plan.

Just a reminder that when your financial position is agreed the financial statements incorporated into the Board signed plan will be checked against the financial templates submitted to the Ministry, therefore please ensure that the numbers align. Also please speak with your CFO to ensure the financial templates provided to the Ministry accurately reflect the monthly phasing planned. If in doubt have a discussion with your financial adviser.

As your Statement of Performance Expectations (SPE) is incorporated into your final Annual Plan, please check that the cover of your Annual Plan meets the formatting requirements for the SPE. Information can be found on the NSFL via the link.

MailScanner has detected a possible fraud attempt from "urldefense.com" claiming to be
<https://nsfl.health.govt.nz/accountability/annual-reports/parliamentary-paper-shoulder-numbers>

A reminder that your Statement of Performance Expectations needs to be published on your DHB website by 15 August.

Priority area	Approval after final draft	Comments
2.2.2 Savings plans - in-year gains	Approved (technical issues)	Your relationship manager will be in contact to discuss
2.2.3 Savings plans - out year gains	Approved (technical issues)	Your relationship manager will be in contact to discuss
3.1.2 Service change	Approved (technical issues)	As acknowledged in the Minister's approval letter, no services changes are approved via the annual plan. Regarding identification of FTE changes, your relationship manager will be in contact shortly to confirm if any further updates are required to your annual plan
5.1.1 Performance measures	TBC	Feedback attached.

Please let us know if you have any queries.

9(2)(a)
 Manager DHB Planning and Accountability

DHB Planning, Funding & Accountability
 DHB Performance Support & Infrastructure

Ministry of Health

9(2)(a)

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From: [Lester Levy](#)
To: [David Meates](#)
Cc: [John Hansen](#); [Barry Bragg](#); [Susan Fitzmaurice](#)
Subject: Re: Final Draft Canterbury DHB Annual Plan 2020/21
Date: Monday, 27 July 2020 12:13:18 PM
Attachments: [image001.jpg](#)

Thanks David

From: David Meates <David.Meates@cdhb.health.nz>
Sent: Monday, 27 July 2020 12:04 PM
To: Lester Levy 9(2)(a)
Cc: John Hansen <John.Hansen@cdhb.health.nz>; Barry Bragg 9(2)(a); Susan Fitzmaurice <Susan.Fitzmaurice@cdhb.health.nz>
Subject: FW: Final Draft Canterbury DHB Annual Plan 2020/21

Lester

Pls find attached the current version – this is the one most recently submitted and includes the updated performance measure changes requested by the Ministry this morning (as per the email below).

Ngā mihi

David Meates, MNZM
 Chief Executive | Canterbury District Health Board and West Coast District Health Board
T: 03 364 4110 (ext 62110) | **E:** david.meates@cdhb.health.nz
P O Box 1600, Christchurch 8140
www.cdhb.health.nz | www.westcoastdhb.org.nz



Values – Ā Mātou Uara

Care and respect for others - Manaaki me te whakaute i te tangata | Integrity in all we do - Hāpai i ā mātou mahi katoa i runga i te pono | Responsibility for outcomes - Te Takohanga i ngā hua

From: Lester Levy <[lester.levy](#) 9(2)(a)>
Sent: Monday, 27 July 2020 11:33 AM
To: David Meates <David.Meates@cdhb.health.nz>; John Hansen <John.Hansen@cdhb.health.nz>; Barry Bragg <[barry](#) 9(2)(a)>
Cc: Susan Fitzmaurice <Susan.Fitzmaurice@cdhb.health.nz>
Subject: Re: Final Draft Canterbury DHB Annual Plan 2020/21

Thanks David

Can I please receive a copy of the most recent draft annual plan sent through to the MoH.

Many thanks

Lester

From: David Meates <David.Meates@cdhb.health.nz>
Sent: Monday, 27 July 2020 11:24 AM
To: John Hansen <John.Hansen@cdhb.health.nz>; Barry Bragg 9(2)(a); Lester Levy 9(2)(a)
Cc: Susan Fitzmaurice <Susan.Fitzmaurice@cdhb.health.nz>
Subject: FW: Final Draft Canterbury DHB Annual Plan 2020/21

Please find attached and email below the feedback received from the MOH this morning re Annual Plan.

Ngā mihi

David Meates, MNZM
 Chief Executive | Canterbury District Health Board and West Coast District Health Board
T: 03 364 4110 (ext 62110) | **E:** david.meates@cdhb.health.nz
P O Box 1600, Christchurch 8140
www.cdhb.health.nz | **MailScanner has detected a possible fraud attempt from "urldefense.com" claiming to be** www.westcoastdhb.org.nz



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Doub
 le Up
 [Redacted signature block]

From: [David Meates](#)
To: [Lester Levy](#) 9(2)(a)
Cc: [John Hansen](#); [Barry Bragg](#); [Susan Fitzmaurice](#)
Subject: FW: Final Draft Canterbury DHB Annual Plan 2020/21
Date: Monday, 27 July 2020 12:04:00 PM
Attachments: 9(2)(i)(j)

Lester

Pls find attached the current version – this is the one most recently submitted and includes the updated performance measure changes requested by the Ministry this morning (as per the email below).

Ngā mihi

David Meates, MNZM

Chief Executive | Canterbury District Health Board and West Coast District Health Board

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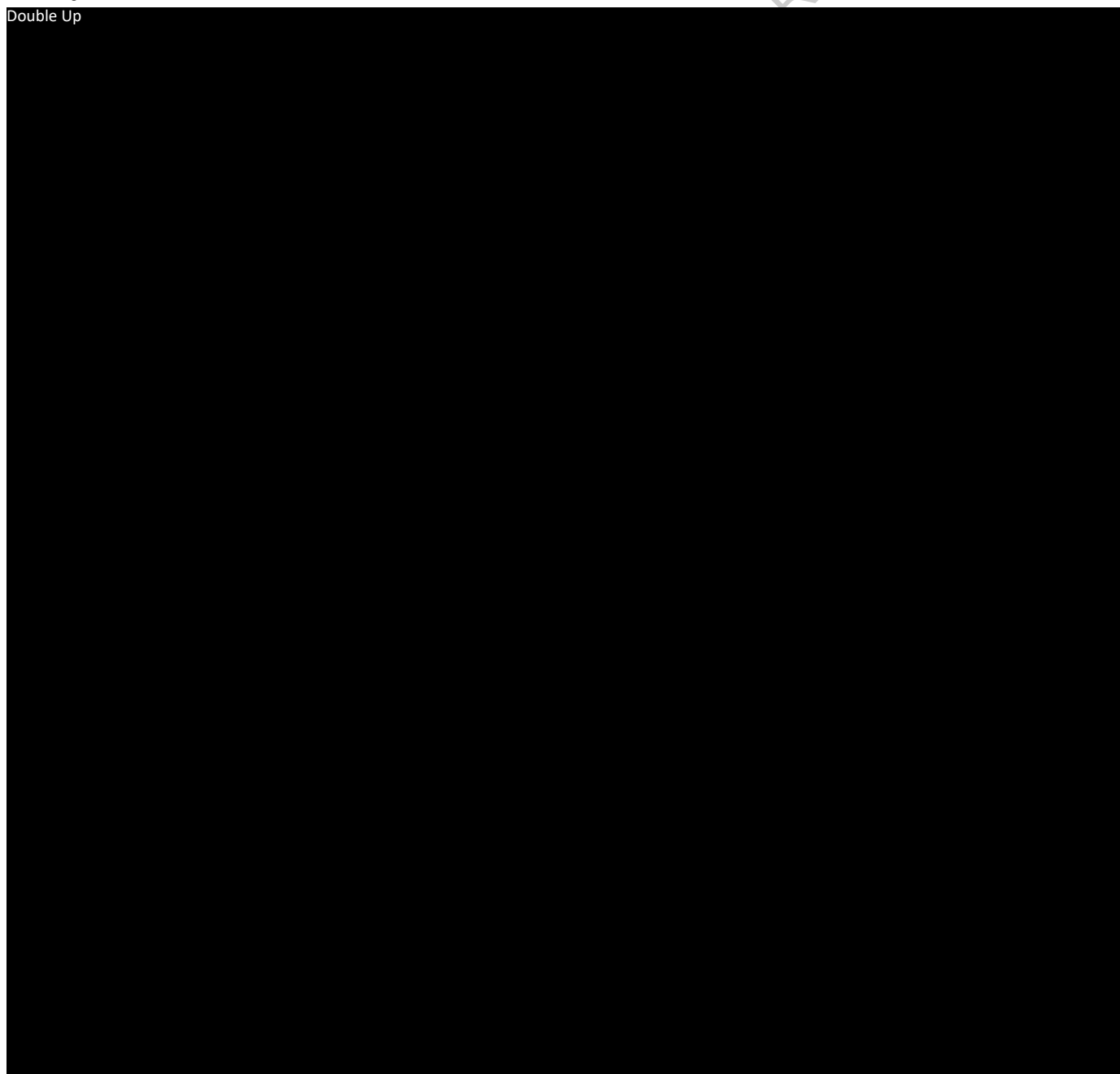
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Double Up



From: [Barry Bragg](#)
To: [David Meates](#); [John Hansen](#)
Subject: RE: Legal Risk Heads Up[EXTERNAL SENDER]
Date: Tuesday, 28 July 2020 2:58:48 PM
Attachments: [image001.jpg](#)

Noted thanks

9(2)(h)



9(2)(h)



RELEASED UNDER THE OFFICIAL INFORMATION ACT

9(2)(h)



9(2)(h)



RELEASED UNDER THE
ACCESS TO INFORMATION ACT

From: [John Hansen](#)
To: [David Meates](#)
Cc: [Barry Bragg](#); [Mary Gordon \(Executive Director of Nursing\)](#); [Susan Fitzmaurice](#)
Subject: Re: Mental Health Program Business Case
Date: Tuesday, 28 July 2020 3:01:29 PM
Attachments: [image003.jpg](#)
[image004.png](#)

I agree. We need to progress this as fast as we can.
 John

Sent from my iPhone

On 28/07/2020, at 14:42, David Meates <David.Meates@cdhb.health.nz> wrote:

Barry / John

Over the past fortnight have been working closely with the team about some revised staging options in relation to the first tranche business case that sits under the program business case. The revised staging options has impacted on the timing of the business case due to updated costings and updates to the financial case.

We had been targeting the Programme Business Case being completed 31 July in time for the 4th August QFARC meeting. However due to the revised staging option the final programme business case will not be fully completed until 12th August – see revised timeline below. This reflects the meeting held with Sapare late this morning.

<image004.png>

Klien (architects), Woods Harris (Programmers), RLB (Quantity Surveyors) and Sapare (Business Case writers) are all updating schedules, programmes, costings and financials to reflect the revised staging option. The revised option does provide for a simpler staging and being able to break up part of the development into some alternative capital elements.

Based on this revised timeline, it would good to look at a special QFARC meeting to review the Business case before the Board meeting on the 20th August.

Ngā mihi

David Meates, MNZM

Chief Executive | Canterbury District Health Board and West Coast District Health Board

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<image003.jpg>

Values – Ā Mātou Uara

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mātou mahi katoa i runga i te pono | Responsibility for outcomes - Te Takohanga i ngā hua

RELEASED UNDER THE OFFICIAL INFORMATION ACT

From: [David Meates](#)
To: [John Hansen](#); [Lester Levy](#); [REDACTED]; [Barry Bragg](#)
Subject: Quick view of the 540 Bed Occupancy - LOS over 5 and 10 days at Christchurch
Date: Tuesday, 28 July 2020 11:39:00 AM
Attachments: [20200728_ChristchurchLOS.pptx](#)
[image001.jpg](#)

Kia ora

Just an insight into what the teams are reviewing on a daily / weekly basis that I thought that you might find interesting.

Looking at Hospital at Glance over the last 2 days, with Christchurch Hospital (excludes Christchurch Woman's) Bed Occupancy over 540.

- The data indicates that about 40% of patients at Christchurch were over 5 days (27 July 2020), Monday weekday was slightly above previous year when we didn't have influenza.
- 200 out of 540 beds are occupied by age group 75 years old +, bed occupancy for 75+ continues to increase through this winter, going similar level as last year when we also had a higher prevalence of Influenza.
- Last 7 days of Snomed diagnosis from ED for all age group indicates prevalence of Chronic Long term Condition through our admissions.
- Combined view indicating a LOS increase (Gen med, Gen Surgery and Ortho) , indicating trend increase since Nov/Dec 2019 (Excl. COVID period).

The team are currently also matching TrendCare around the Acute cohort being admitted over the last 7 days.

Ngā mihi

David Meates, MNZM

Chief Executive | Canterbury District Health Board and West Coast District Health Board

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From: [John Hansen](#)
To: [David Meates](#)
Subject: Re: Resignation letter from Carolyn G
Date: Thursday, 30 July 2020 5:53:20 PM

Thank you.

Sent from my iPhone

On 30/07/2020, at 17:24, David Meates <David.Meates@cdhb.health.nz> wrote:

John

Have just stopped at Arthur's Pass on way back to Christchurch to get internet access.

I have just received the letter below from Carolyn Gullery advising me of her resignation to take up a role working in the UK health system. I have had a brief discussion with Carolyn this afternoon to ensure that she is in a position to provide remote support to her team and the PMO until the end October to ensure that the deficit reduction program continues at a rapid pace.

I will be meeting with Carolyn Friday to discuss interim arrangements for her role.

Regards

David

Sent from my iPad

Begin forwarded message:

From: Susan Fitzmaurice <Susan.Fitzmaurice@cdhb.health.nz>
Date: 30 July 2020 at 3:47:19 PM NZST
To: David Meates <David.Meates@cdhb.health.nz>
Subject: Resignation letter from Carolyn G

See attached letter from Carolyn which she asked me to send to you
Susan

<susanf1_30-07-2020_15-45-21.pdf>

From: [David Meates](#)
To: [John Hansen](#)
Subject: Resignation of Carolyn Gullery - Executive Director Planning, Funding and Decision Support
Date: Monday, 3 August 2020 12:43:00 PM
Attachments: [image001.jpg](#)

John – below is an email that I will be sending out to the organisation shortly re Carolyn Gullery. Need to get this out as her decision to resign is starting to become visible

It is with regret I advise that Carolyn Gullery resigned from her role as Executive Director Planning, Funding and Decision Support for both the Canterbury and West Coast Health Systems. Carolyn will be moving to the in September to work with Lightfoot Solutions supporting a number of NHS systems in Wales and England .

Since joining Canterbury District Health Board as Planning and Funding General Manager in 2007, Carolyn has played a significant part in reshaping the way health care is delivered in both Canterbury and the West Coast.

Carolyn has had more than thirty years of health system experience in a variety of strategic and leadership roles for both public and private sector. She has extensive experience in leading complex planning and change processes at a regional and national level together with a proven track record of successfully negotiating health and disability sector contracts at all levels.

Carolyn's career is littered with a number of 'firsts'. Her ability to 'see around corners' and identify solutions that others haven't considered has combined well with her extensive health policy and health alliancing and contracting experience to get a complex health system on track and keep it there.

Carolyn has worked for the CDHB for 13 years but her contribution to the health system in Canterbury, West Coast and New Zealand goes back much further than that. Carolyn came to Canterbury in 1993 to be part of the establishment of the Southern Regional Health Authority. In her time in the various versions of the Health Authorities amongst other things she designed and negotiated the first IPA contract with Pegasus , set up the first budget holding contracts for laboratory and pharmacy services in New Zealand, changed how we received medication to repeat dispensing saving the country \$60M in the first year, and led the development of key policies and strategies that impacted on pharmaceuticals, pharmacy and general practice including the development of BPAC and the PharmHouse. She was also the first female and first non-RHA Chief Executive to become a Director of PHARMAC in 1997.

As a contractor during the 2000s, she was on the negotiating team for the new PHO agreement (the general practice side) , wrote the policy and implemented CarePlus as an innovative approach for people with complex health and social challenges, operationalised restorative home support in the North Island and was the founding Chief Executive for the largest single PHO , Partnership health . What we have all benefited from though was her leadership with her clinical colleagues in developing the world - first general practice-led

acute admission avoidance programme – 20 years ago and still seen as innovative today. That programme is still with us as the Acute Demand Management Service looking after 35,000 people per annum in a community-based setting and anchoring so much of what we do. That programme was built on trust which set the scene for the development of an integrated adaptive health system based on trust and the alliancing approach.

Carolyn has been instrumental in the development of platforms that support clinicians to do their work including ERMS, HealthPathways, Leading Lights, our Outcomes Framework, the earthquake recovery plan, many hospital business cases, Vision 2020 and the elements to support a truly people-centered health system.

On behalf of the Board and EMT, I acknowledge Carolyn's tremendous contribution to both the Canterbury and West Coast Health Systems and wish her every success for her new role.

Ngā mihi

David Meates, MNZM

Chief Executive | Canterbury District Health Board and West Coast District Health Board

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Values – Ā Mātou Uara

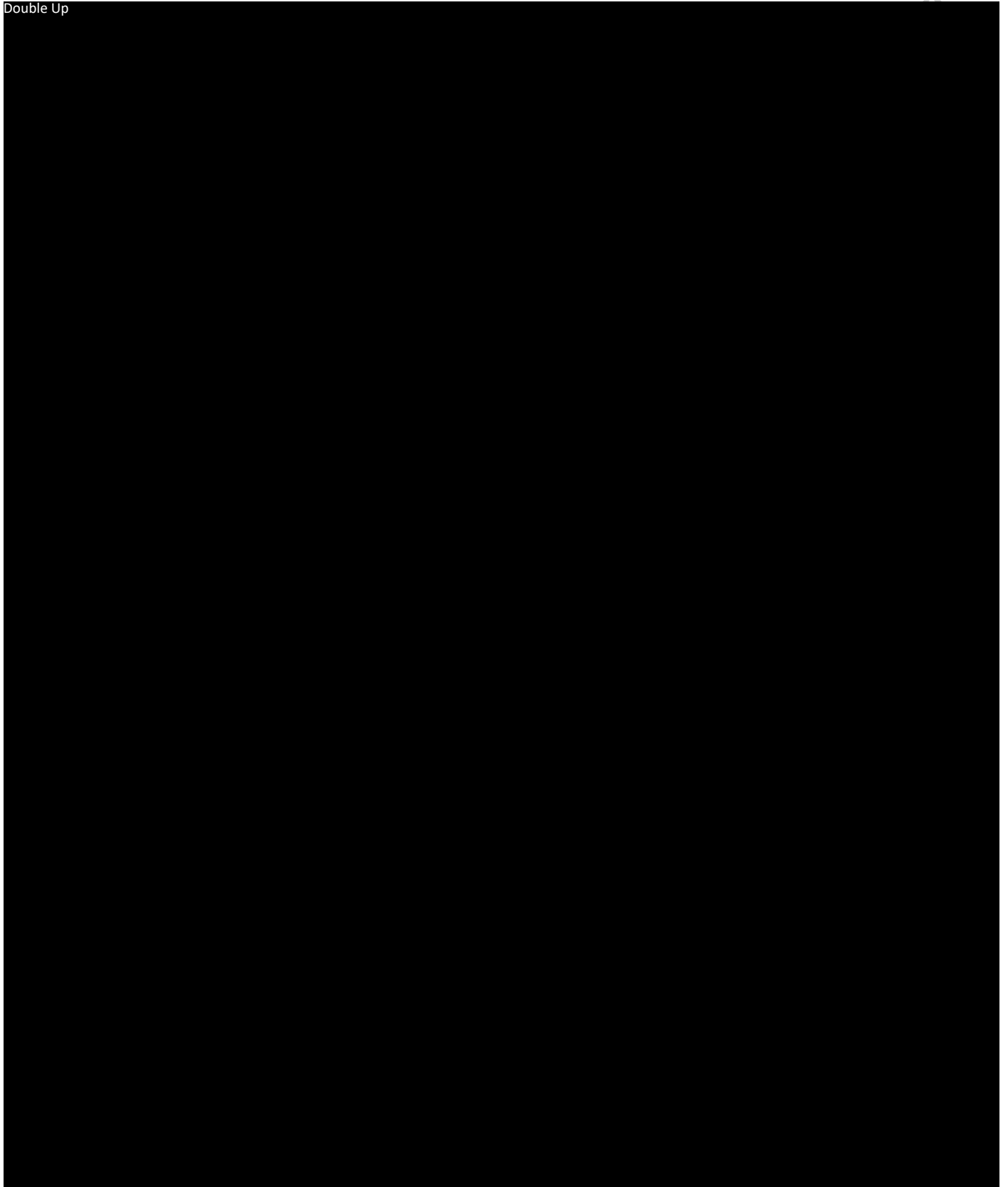
Care and respect for others - Manaaki me te whakaute i te tangata | Integrity in all we do - Hāpai i ā mātou mahi katoa i runga i te pono | Responsibility for outcomes - Te Takohanga i ngā hua

From: [John Hansen](#)
To: [David Meates](#)
Subject: Re: Resignation of Carolyn Gullery - Executive Director Planning, Funding and Decision Support
Date: Monday, 3 August 2020 1:44:58 PM
Attachments: [image001.jpg](#)

Thanks David. Very appropriate

Sent from my iPhone

Double Up



From: [John Hansen](#)
To: [David Meates](#)
Cc: [Barry Bragg](#)
Subject: Re: Resignation
Date: Wednesday, 5 August 2020 10:09:25 AM

That would be helpful

Sent from my iPad

On 5/08/2020, at 08:54, David Meates <David.Meates@cdhb.health.nz> wrote:

Absolutely. Will get a framework together so that you can agree some choices if that would help

David Meates MNZM
CEO Canterbury and West Coast DHBs

On 5/08/2020, at 8:13 AM, John Hansen
<John.Hansen@cdhb.health.nz> wrote:

I think we need to meet to get an understanding of the strength of the 2s and 3s etc in organisation as the board have little visibility of these people.
I'm in Wellington today and tomorrow.
John

Sent from my iPhone

On 5/08/2020, at 07:57, David Meates
<David.Meates@cdhb.health.nz> wrote:

John / Barry

Have just received Justines resignation this morning.
I will work on a range of acting roles during today as it will be really important that that we get the organisation settled as soon as possible.

David Meates MNZM
CEO Canterbury and West Coast DHBs

Begin forwarded message:

From: Justine White
<Justine.White@cdhb.health.nz>
Date: 5 August 2020 at 7:21:01 AM

NZST

To: David Meates

<David.Meates@cdhb.health.nz>

Subject: Resignation

Dear David

9(2)(a)



Justine White

RELEASED UNDER THE OFFICIAL INFORMATION ACT

From: [John Hansen](#)
To: [David Meates](#)
Subject: Re: Resignation of Justine White, Chief Financial Officer
Date: Wednesday, 5 August 2020 2:33:34 PM
Attachments: [image001.jpg](#)

David when were you advised of this. She is only giving 3 and a half weeks notice.

Sent from my iPad

On 5/08/2020, at 12:17, David Meates <David.Meates@cdhb.health.nz> wrote:

Kia ora koutou

It is with regret I advise that Justine White has resigned from her role as Chief Financial Officer and Executive Director of Finance and Corporate Services, Canterbury DHB and West Coast DHB.

Justine came to health 9 years ago after a career in the private sector. She has been a central member of the Executive Team that has navigated the Canterbury Health System through its most challenging period, and a key leader in the transformation of health services on the West Coast.

Justine has led the implementation of new finance and procurement systems. She has successfully driven large scale change, including the in-sourcing of food and cleaning services that have driven millions of dollars of efficiencies and enabled more care within constrained resources. She led the settlement of one of New Zealand's largest ever insurance payments following the Canterbury earthquakes. She has also played an essential role in Canterbury's facility repair and construction programme, which is the largest ever capital development programme in the history of New Zealand's public health system.

Justine has also provided leadership nationally. Since 2012, she has chaired the 20 DHB Chief Financial Officers group, a role which she continues today. She has led the redesign of the insurance programme for all 20 DHBs, and she is currently a central contributor to the implementation of the national finance and procurement system across the sector.

I have worked with many Chief Financial Officers in my career. Justine is without doubt an absolutely gifted CFO and a talented strategist and leader. She has made a hugely positive difference to health services in Canterbury and on the West Coast, and I wish her every success for the future.

Justine is leaving to take up the role of Chief Financial Officer for the Auckland District Health Board. In a statement released in Auckland this morning by Ailsa Claire - CEO, she says "Auckland DHB is thrilled to have attracted a Chief Financial Officer of Justine's calibre, and we look forward to welcoming her soon."

Justine's last working day is Friday 28 August 2020.

Ngā mihi

David Meates, MNZM

Chief Executive | Canterbury District Health Board and West Coast District Health Board

T: 03 364 4110 (ext 62110) | E: david.meates@cdhb.health.nz

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<image001.jpg>

Values – Ā Mātou Uara

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mātou mahi katoa i runga i te pono | Responsibility for outcomes - Te Takohanga i ngā hua

RELEASED UNDER THE OFFICIAL INFORMATION ACT

From: [John Hansen](#)
To: [David Meates](#)
Subject: Re: Resignation of Justine White, Chief Financial Officer
Date: Wednesday, 5 August 2020 8:34:34 PM
Attachments: [image001.jpg](#)

Thanks

Sent from my iPhone

On 5/08/2020, at 16:46, David Meates <David.Meates@cdhb.health.nz> wrote:

John

I was advised of Justine's resignation this morning. I understand that she had an interview with ADHB last Friday.

Justine has a three month contractual notice period in her employment agreement. 9(2)(a)

9(2)(a)

[REDACTED], I have agreed with Justine that she will continue to work until 28 August at which point her employment will end. I am also mindful that Justine has accepted the role of CFO at Auckland DHB who we have a close relationship and therefore I do not believe it is in our best interests to stand in the way of her and ADHB's desire for her to commence as soon as possible. This will also ensure her ability to support anyone that is in the acting which is part of managing risk.

Ngā mihi

David Meates, MNZM

Chief Executive | Canterbury District Health Board and West Coast District Health Board

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P O Box 1600, Christchurch 8140

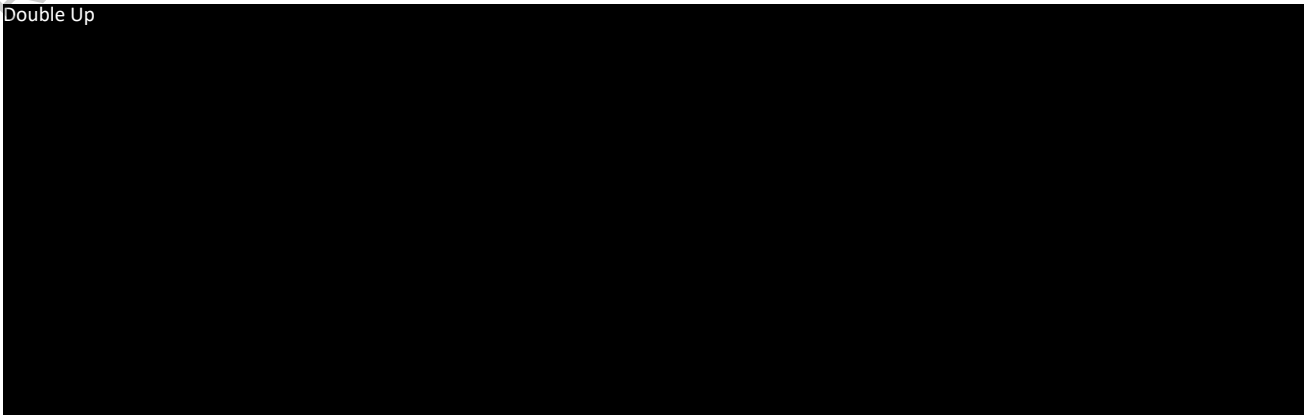
www.cdhb.health.nz | www.westcoastdhd.org.nz

<[image001.jpg](#)>

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Double Up



From: [David Meates](#)
To: [John Hansen](#); [Barry Bragg](#)
Subject: Interim Options (for discussion)
Date: Thursday, 6 August 2020 9:22:44 AM

John / Barry

With all the changes going on, it is really important that we are able to provide certainty going forward for both the DHB (Canterbury and West Coast) as well as the broader health system.

There are several underlying drivers / factors:

- 1: Finance, Planning and Funding and People and Capability functions are all pivotal to deliver the savings plan. As we have discussed, the \$56M plan is a credible plan that can be delivered provided that it remains front and centre stage.
- 2: Need for continuity. Would propose secondments for 6 months with opportunity to extend. Anything shorter runs the risk of de-stabilising continuity.
- 3: Recruitment process for the executive roles is likely to take at least 3-6 months.
- 4: Impact of COVID-19 on potential recruitment options from overseas.

INTERIM ARRANGEMENTS

The three key areas requiring interim arrangements include Planning and Funding, Finance, and People and Capability.

Below is an outline of what interim internal secondment arrangements could go into place. This would require you to be happy with the approach. At this point, the only conversation that has been had is with Paul Lamb as Michael resigned some weeks ago and he is well down the track with handover arrangements.

Acting Executive Director Planning and Funding: Second two individuals - Melissa Macfarlane (for core planning and funding functions) and Ralph La salle (for contracts, production planning and service provision). As part of the agreement with Carolyn Gullery, she would continue to provide support to the team and support for the PMO (programme office) until end October.

Acting Chief Financial Officer: Second David Green. Wei in the finance team provides great support for David. Wei is a previous CFO at the DHB. Justine is happy to provide support for David if he was to step into role.

Acting Chief People Officer: Second Paul Lamb. Paul is currently leading the change program as part of the PMO. Michael is happy to provide support / advice for Paul if required.

Dan Coward (as operational General Manager) has already been seconded to lead the PMO office including the weekly reporting of progress re savings plans that will be commencing next week - the first weekly template is with me at the moment which just requires a few tweaks.

The other really critical area is delivering on the Hagley migration. This is the largest and most complex migration ever undertaken in NZ. Mary Gordon is critical to this process of delivering.

EXECUTIVE SEARCH FOR PERMANENT REPLACEMENTS

As highlighted previously, the search process for the Chief People Officer with Kerridge and Partners is well underway. We engaged Kerridge because they have undertaken a range of executive search assignments in health, including the recent CEO searches for Waikato and Counties Manukau DHBs. They also undertake a range of search assignments in the private sector. We had engaged Kerridge prior to the resignations of Carolyn and Justine.

I would suggest that you think about a search process for the three roles using Kerridge & Partners.

Happy to discuss.

Sent from my iPad

From: [David Meates](#)
To: [John Hansen](#); [Barry Bragg](#)
Subject: Fwd: parking announcement by Megan Woods will be next Tuesday
Date: Thursday, 6 August 2020 9:24:28 AM
Attachments: [image001.jpg](#)

FYI

Sent from my iPad

Begin forwarded message:

From: Karalyn van Deursen <Karalyn.Vandeursen@cdhb.health.nz>
Date: 6 August 2020 at 9:12:21 AM NZST
To: David Meates <David.Meates@cdhb.health.nz>, Rachel Cadle <Rachel.Cadle@cdhb.health.nz>, Shannon Beynon <Shannon.Beynon@cdhb.health.nz>, Justine White <Justine.White@cdhb.health.nz>
Subject: parking announcement by Megan Woods will be next Tuesday

Thanks for the intro to Shane from DPMC David – we’ve had a couple of conversations this week and have agreed that Megan Woods will make a parking ‘announcement’ next week – which will include Deans Ave (& I’m not sure what else at this stage)

Until then I’ve agreed that we won’t say anything publicly...and we’re planning to go public next Wednesday with our public information campaign to let people know about the move of the park and ride to Deans Ave.

Cheers
Kvd

Kind regards

Karalyn van Deursen
Executive Director Communications
Canterbury and West Coast District Health Boards
Corporate Office, 32 Oxford Terrace, Christchurch
T: +64 3 364 4103 or ext. 62103 | M: 027 531 4796

Values – *A matou uara*
Care and respect for others – *Manaaki me te kotua i etahi*
Integrity in all we do – *Hapai i a matou mahi*
Responsibility for outcomes – *Kaiwhakarite i ka hua*

<https://www.mentalhealth.org.nz/assets/Uploads/FWW-email-signature.jpg>



From: [John Hansen](#)
To: [David Meates](#)
Cc: [Barry Bragg](#); [Susan Fitzmaurice](#)
Subject: Re: CDHB: carpark Heads of Agreement
Date: Thursday, 6 August 2020 2:53:59 PM

Tim

I think this may be covered by the delegation to Barry and I. Can you check? If not we can convene a meeting at the end of QFARC with the other 3 phoning in.

John

Sent from my iPad

On 6/08/2020, at 14:13, David Meates <David.Meates@cdhb.health.nz> wrote:

Please note Tim's email below

David Meates MNZM
 CEO Canterbury and West Coast DHBs

Begin forwarded message:

From: Tim Lester <Tim.Lester@cdhb.health.nz>
Date: 6 August 2020 at 1:09:01 PM NZST
To: David Meates <David.Meates@cdhb.health.nz>
Cc: Susan Fitzmaurice <Susan.Fitzmaurice@cdhb.health.nz>
Subject: CDHB: carpark Heads of Agreement

Hi David

I understand that you might be meeting with the Chair on Monday?

We will have Heads of Agreement that will be ready for signing.

By way of update:

The HoA remains conditional on respective LINZ/Otakaro/CDHB Board and various Ministerial approvals etc.

Otakaro and its Minister require these conditions to be satisfied by

Friday 14 August.

Are we able to confirm the CDHB Board approval condition within that time?

- Either pursuant to the Chair and Barry's delegation from the Board; or
- If we need to go back to the Board, I note QFARC are meeting on Friday 14 August?

Either way, we can provide update papers for the 14 August QFARC and 20 August Board meeting.

Regarding the Ministerial approval condition:

- CDHB has applied to the Ministry for the following approvals required under NZPHDA:
 - Co-operative arrangements of agreement (the HoA);
 - Disposal of DHB land (afternoon staff carpark); and
 - Lease in excess of 5 years (ground lease to Ngai Tahu)

Apparently all Ministers are getting a briefing for consideration over the weekend

John Hazeldean was going to discuss the 14 August timeframes with DPMC- things are taking a while to get signed off by all Ministers at the moment and we also don't want to be seen to be pre-determining the outcome of the public consultation on the disposal of DHB land component. If the Minister's office can't meet the timeframe, then any announcement may be need to reflect that there's a statutory disposal process to be complied with.

We have got sufficient comfort from Council regarding consent for the new carpark (discretionary, non-notified, 20 working days). The consent for the two floor extension is slightly more problematic given the proximity of cars to the cycleway. The teams have/are meeting with Council traffic planners to get as much comfort as we can before next Friday that the extension project is "consent-able". We should receive sufficient comfort to assume an acceptable level of risk.

I'd be grateful for some time on Monday.

Happy to discuss in the meantime!

Kind regards

Tim Lester

Corporate Solicitor

Canterbury District Health Board

T: 03 364 4128 (Internal ext: 62128) | M: Double Up

tim.lester@cdhb.health.nz

Level 1, 32 Oxford Terrace, Christchurch | PO Box 1600 | Christchurch
| www.cdhb.govt.nz.

From: [John Hansen](#)
To: [David Meates](#); [Barry Bragg](#); [Gabrielle Huria](#)
Subject: Re: Interim Options (for discussion)
Date: Thursday, 6 August 2020 3:05:29 PM

David we have made arrangements for a number of recruiting agencies including Keeridge to have papers outlying a recruitment process for the 3 outstanding positions. We will have this by Friday next week and then the board will select one to carry out the process
John

Sent from my iPad

> On 6/08/2020, at 09:22, David Meates <David.Meates@cdhb.health.nz> wrote:

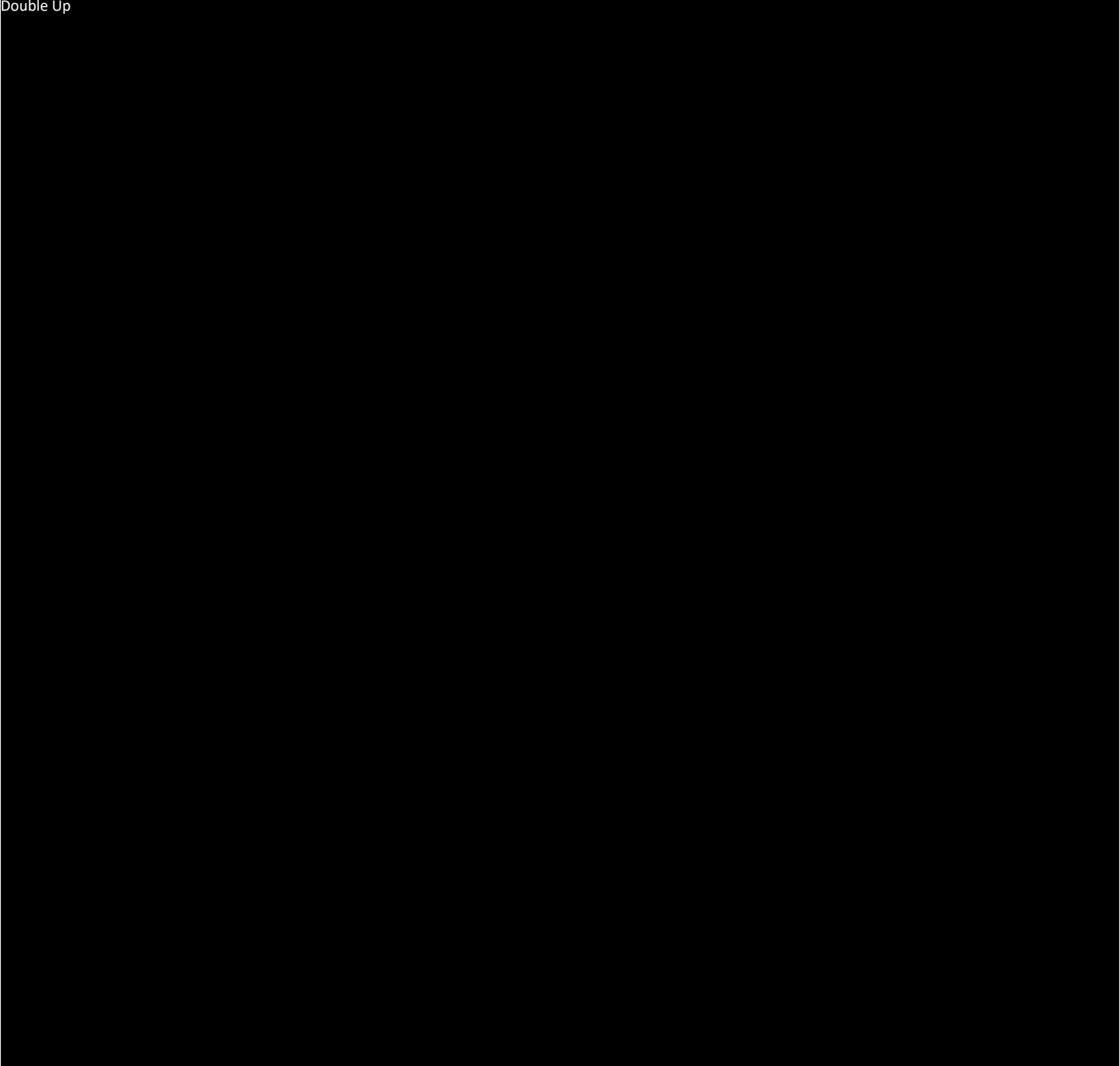
>

> John / Barry

>

> With all the changes going on, it is really important that we are able to provide certainty going forward for both the DHB (Canterbury and West Coast) as well as the broader health system.

Double Up



From: [John Hansen](#)
To: [David Meates](#)
Cc: [Barry Bragg](#)
Subject: Re: Interim Options (for discussion)
Date: Thursday, 6 August 2020 9:38:58 AM

Thank you for that David. Barry I think we should meet with David regarding this to discuss. I think we need to have Gabrielle and Lester join us. I can do mid morning tomorrow if that works.
John

Sent from my iPad

> On 6/08/2020, at 09:22, David Meates <David.Meates@cdhb.health.nz> wrote:

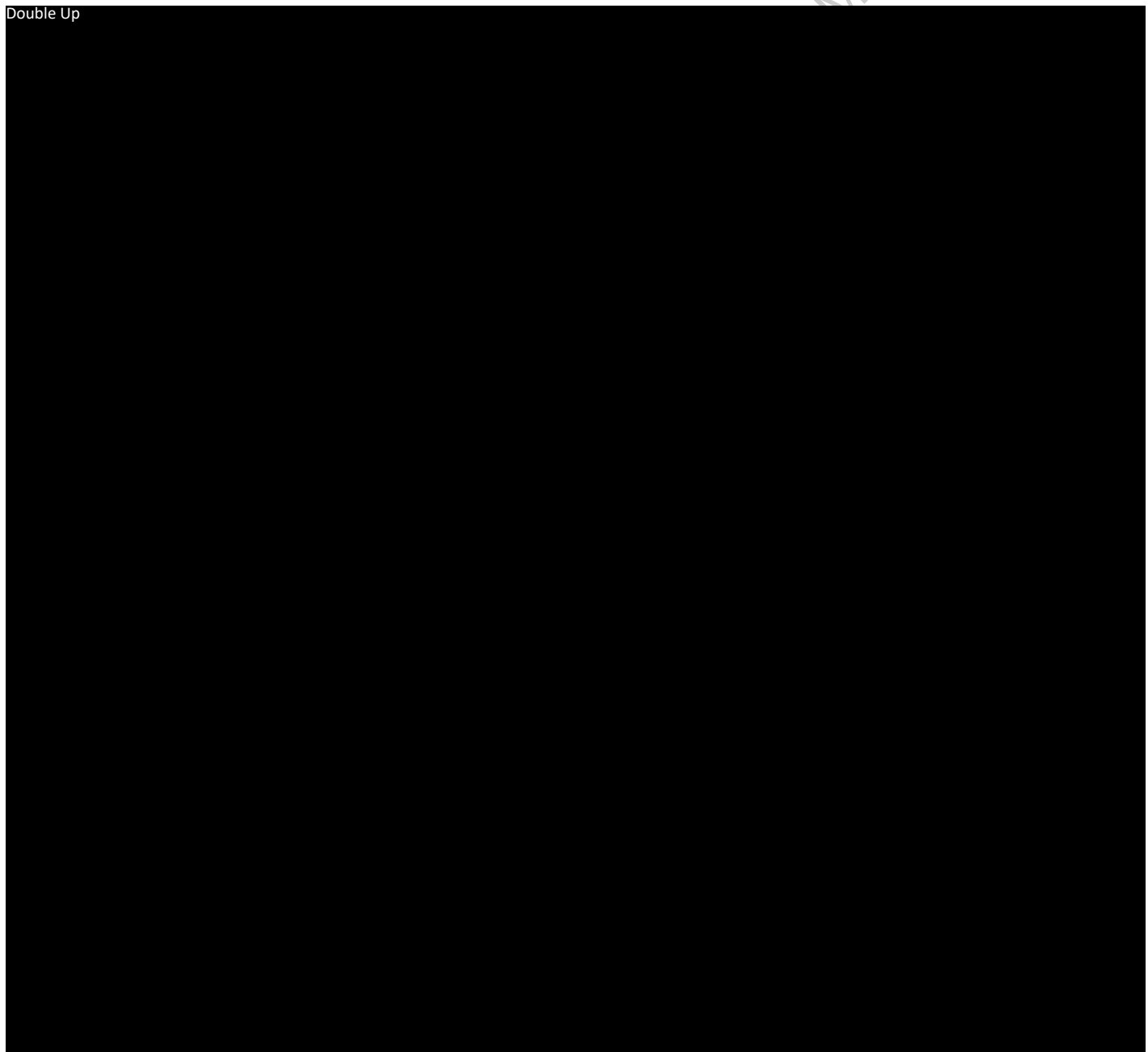
>

> John / Barry

>

> With all the changes going on, it is really important that we are able to provide certainty going forward for both the DHB (Canterbury and West Coast) as well as the broader health system.

Double Up



From: [John Hansen](#)
To: [David Meates](#)
Subject: Confirmation Of Zoom meeting Conversation
Date: Monday, 10 August 2020 12:39:09 PM
Attachments: [Scan0001.pdf](#)
[ATT00001.htm](#)

David

Just a letter to confirm our conversation earlier during the Zoom Call

John

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Canterbury
District Health Board
Te Poari Hauora o Waitaha
CHAIRMAN'S OFFICE

Corporate Office
1st Floor
32 Oxford Terrace
CHRISTCHURCH

Mobile: 9(2)(a)
e-mail: john.hansen@cdhb.health.nz

10 August 2020

Mr. David Meates
CEO
CDHB
Christchurch

Dear David

This is just to confirm part of our conversation on the Zoom meeting this morning with Deputy Chair, Chair of QFARC and ourselves.

During the period until you, and the other resigning EMT members, finish with CDHB any staff appointments and processes, any contracts or decisions that may have an impact more than minimal on the organization be discussed and approved by the REM committee, or if necessary the full Board. As discussed, this will include the recruitment of Michael Frampton's replacement.

Yours sincerely



John Hansen
Chair CDHB

From: [John Hansen](#)
To: [David Meates](#)
Subject: Re: Contact Details
Date: Monday, 10 August 2020 10:16:08 AM

Thanks. Have you spoken to them yet?

Sent from my iPhone

> On 10/08/2020, at 10:11, David Meates <David.Meates@cdhb.health.nz> wrote:
>
> John / Barry
>
> Contact details as requested
>
> Melissa Macfarlane 9(2)(a)
> Ralph La salle 9(2)(a)
> Paul Lamb 9(2)(a)
> David Green 9(2)(a)
>
> David

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From: [David Meates](#)
To: [John Hansen](#)
Subject: Succession planning Summary for Neurosurgery SMOs
Date: Monday, 10 August 2020 3:25:00 PM
Attachments: 9(2)(i)(j) [REDACTED]

John

Attached is the Neurosurgery SMO succession plan that requires a commitment to employ/advert, to show we are interested and get some commitment from the interested individual

9(2)(a) [REDACTED] that the service are trying to recruit. 9(2)(a) [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]. He will be able to start in the CDHB mid-2021.

Effectively we have 2-3 retirements pending in next 3-5 years and ongoing vulnerabilities with the Southern DHB re Neurosurgeons. This is a critical process to get underway to ensure that we sustain a viable neurosurgical service.

Further to your note today, I had given verbal approval to progress this some weeks ago but need to be comfortable that you are ok with this decision.

Ngā mihi

David Meates, MNZM

Chief Executive | Canterbury District Health Board and West Coast District Health Board

T: 03 364 4110 (ext 62110) | E: david.meates@cdhb.health.nz

P O Box 1600, Christchurch 8140

www.cdhb.health.nz | www.westcoastdhb.org.nz



Values – Ā Mātou Uara


Care and respect for others - Manaaki me te whakaute i te tangata | Integrity in all we do - Hāpai i ā mātou mahi katoa i runga i te pono | Responsibility for outcomes - Te Takohanga i ngā hua

From: [John Hansen](#)
To: [David Meates](#)
Subject: Re: Succession planning Summary for Neurosurgery SMOs
Date: Monday, 10 August 2020 3:50:46 PM
Attachments: [image001.jpg](#)

Very comfortable thanks David

Sent from my iPhone

Double Up



From: [David Meates](#)
To: [John Hansen](#); [Barry Bragg](#)
Cc: [Tim Lester](#)
Subject: Car Parking Paper- for Board Approval
Date: Monday, 10 August 2020 4:28:00 PM
Attachments: [Car Parking Proposal Paper - for Board approval.pdf](#)
[image001.jpg](#)

John / Barry

Please find **attached** a paper with appendices (Heads of Agreement and Agreement for Design, Build and Lease).

We are seeking Board endorsement of the following recommendations:

That the Board:

- 1. approves entry into the Heads of Agreement as provided in Appendix 1;*
- 2. approves entry into the Agreement to Design, Build and Lease as provided in Appendix 2;*
- 3. approves confirmation of the Board approval conditions of the Agreements; and*
- 4. notes that the Agreements remains conditional on Ministerial Approval.*

The Prime Minister and Minister for Greater Christchurch Regeneration are wanting to announce this solution on Thursday of this week.

Ngā mihi

David Meates, MNZM

Chief Executive | Canterbury District Health Board and West Coast District Health Board

T: 03 364 4110 (ext 62110) | E: david.meates@cdhb.health.nz

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CAR PARKING PROPOSAL

TO: Chair and Members
Canterbury District Health Board

SOURCE: Corporate Legal

DATE: 10 August 2020

Report Status – For: Decision ☒ Noting ☐ Information ☐

1. ORIGIN OF THE REPORT

A paper was presented to the Board as part of the CEO Update section at the Board meeting on 27 February 2020. At that meeting, it was resolved:

“That the Board:

- i. delegates to the Chair and the Chair of QFARC to reach agreement with Management and bring recommendations back to the Board regarding the St Asaph Street/ Antigua Street site”*

Board endorsement is now sought for the agreed car parking solution.

2. RECOMMENDATION

That the Board:

- i. approves entry into the Heads of Agreement as provided in **Appendix 1**;
- ii. approves entry into the Agreement to Design, Build and Lease as provided in **Appendix 2**;
- iii. approves confirmation of the Board approval conditions of the Agreements; and
- iv. notes that the Agreements remains conditional on Ministerial Approval.

3. SUMMARY

Ōtākaro is delivering the Metro Sports Facility on the Metro Sports Land. The CDHB's Afternoon Staff Car Park (ASC) land is required by Ōtākaro for the Metro Sports Facility and is subject to a *notice of intention* under (now) section 103 of the Greater Christchurch Regeneration Act.

Instead of compensation for the ASC land, CDHB requires replacement parking in a similar proximity to the Hospital to accommodate the ASC parks lost to the Metro Sports Facility.

The previous proposals being advanced by Ōtākaro are now at an end.

To assist the parties in finding a permanent solution that met all requirements, CDHB proposed using the Crown capital available to the previous proposal to:

- i. undertake a two floor extension to its existing staff carpark building (238 parks); and
- ii. grant a ground lease to Ngāi Tahu to build a new public carpark building (minimum 450 parks).

Combined with the new Deans Ave park and ride facility (350 parks), this proposal (238 + 450) creates at least 1,038 new parks for staff and public (144 of those being replacement ASC parks).

The proposal advanced by CDHB is acceptable to all parties involved.

4. **DISCUSSION**

The Heads of Agreement

CDHB, Her Majesty the Queen (acting by and through LINZ), Te Rūnanga o Ngāi Tahu, Te Ngāi Tuāhuriri Rūnanga Incorporated, Ōtākaro Limited and Ngāi Tahu Property Limited have reached agreement on the Heads of Agreement **attached as Appendix 1**.

The Heads of Agreement records the following transactions:

- disposal of the Afternoon Staff Carpark land;
- car park extension (CDHB's Antigua St building); and
- new carpark (a new building on the St Asaph campus).

Disposal of the Afternoon Staff Carpark

CDHB disposes of the ASC land on St Asaph Street to the Crown for the Metro Sports Facility.

Te Rūnanga waives its rights of first refusal pursuant to section 55 of the Ngāi Tahu Claims Settlement Act, allowing the land to be on-transferred from the Crown to Ōtākaro and thereafter to Council.

The Car Park Extension

On 18 April 2019 the Board approved \$6.486M out of CDHB BAU capital for a two-floor extension of the Antigua Street staff parking building (noting there was no Earthquake Programme of Works capital available and that any new carpark facility was to be via a private funding model).

The Heads of Agreement provides that the Crown will contribute \$4.25M to CDHB to complete the previously approved car park extension, paid on completion of certain construction milestones.

The car park extension will create 238 new parks

By agreement dated 4 April 2020, CDHB granted Ōtākaro a licence to occupy the ASC land for installation of an Orion substation, waste water and heat recovery plant room and associated services for the Metro Sports Facility. In consideration for this licence, Ōtākaro granted CDHB a licence of land at 103 Stewart Street to be used for replacement parking. Ōtākaro's subsequent requirement is that CDHB hand back Stewart Street on 31 December 2021. There is therefore some urgency in completing the car park extension while Stewart Street remains available for CDHB use.

The New Car Park

The Crown will contribute \$10M towards the new car park to be constructed by Ngāi Tahu on CDHB land on the St Asaph campus, paid on completion of certain construction milestones.

CDHB and Ngāi Tahu will separately enter into the Agreement to Design, Build and Lease as **attached in Appendix 2**. The key terms are summarised below:

- Term: 35 years less one day;
- Rent: \$1 per year if demanded;
- Permitted Use: Public on-demand parking with not less than 450 parks;
- Detailed plans and specifications are to be approved by CDHB;
- Ngāi Tahu to complete the build with all reasonable speed;
- Ngāi Tahu to meet all costs, including maintenance, repair and outgoings; and
- The building will have a minimum building consent lifespan of 50 years.

On expiry of the Term, ownership of the building will vest in CDHB without compensation, unless CDHB directs Ngāi Tahu to instead demolish and remove the building.

Conditions Precedent

The Heads of Agreement is conditional upon:

- approval of each parties' respective Boards by 12 August; and
- approval of the Ministers of Finance, Health and Greater Christchurch Regeneration by 4 September.

The timeframe for satisfaction of the Board approval conditions is extremely tight as the Minister for Greater Christchurch Regeneration wants to announce the approved agreement.

The Agreement for the Design, Build and Lease is conditional upon:

- CDHB and Ngāi Tahu's respective Board approvals by 28 August;
- CDHB obtaining Ministerial approval by 4 September; and
- Ngāi Tahu obtaining resource consent within 5 months.

Council has advised that the new car park is a discretionary activity, will be non-notified and should be issued within the 20-working day timeframe. The parties have engaged traffic planners to update previous reports as to network impacts. In the time available, the parties have obtained as much comfort from Council as possible that resource consent will be issued.

As noted, to meet the Minister's timeframe, the parties are required to confirm the Board approval conditions of Heads of Agreement. This is notwithstanding that the separate agreement between CDHB and Ngāi Tahu remains conditional. This is a risk for CDHB and Ngāi Tahu. However, given the comfort received from Council, the significant Crown funding component and the willingness of the parties to make this happen, the parties feel that this risk is acceptable.

Ministerial Approval

The following approvals are required under the New Zealand Public Health and Disability Act:

- Section 24- the entering into a co-operative agreement or arrangement;
- Schedule 3, section 43 (1)- the disposing of DHB land; and
- Schedule 3, section 43(2)- granting a lease of DHB land in excess of 5 years.

CDHB is publicly consulting on the disposal of the ASC land. Any submissions will be provided to the Board to ensure that any views of the resident population are considered.

CDHB has kept the Ministry of Health updated as the car parking proposals have developed. As part of Ministerial approval, the Ministry has received copies of the agreements.

Ministerial approval is anticipated.

5. CONCLUSION

This proposal is the culmination of years of endeavour with numerous crown parties to obtain a solution that accommodates the afternoon staff car parks lost to the Metro Sports Facility, as well as incorporate a number of additional staff and public parks within close proximity to the Hospital.

There is urgency in obtaining signature and approval of the agreements so that an announcement can be made and works on the extension and new car park projects can commence.

6. APPENDICES

Appendix 1:	Heads of Agreement
Appendix 2:	Agreement to Design, Build and Lease
Report prepared by:	Tim Lester, Corporate Solicitor
Report approved for release by:	David Meates, Chief Executive

Appendix 1- Heads of Agreement

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Heads of Agreement - CDHB Car Parking

Canterbury District Health Board

Her Majesty the Queen acting by and through the Chief
Executive of Land Information New Zealand

Te Rūnanga o Ngāi Tahu

Te Ngāi Tūāhuriri Rūnanga Incorporated

Ōtākaro Limited

Ngāi Tahu Property Limited

Date:

PARTIES

Canterbury District Health Board (*CDHB*)

Her Majesty the Queen acting by and through the Chief Executive of Land Information New Zealand (*LINZ*)

Te Rūnanga o Ngāi Tahu (*Te Rūnanga*)

Te Ngāi Tūāhuriri Rūnanga Incorporated (*Ngāi Tūāhuriri*)

Ōtākaro Limited (*Ōtākaro*)

Ngāi Tahu Property Limited (*NTP*)

BACKGROUND

- A CDHB owns the CDHB Land, the CDHB Car Park and the Afternoon Staff Car Park Land (the latter required for the Metro Sports Facility anchor project, in accordance with the 2012 Christchurch Central Recovery Plan). CDHB requires a car parking solution to allow an alternative to the Afternoon Staff Car Park Land which would provide equivalent staff car parking in a similar proximity to Christchurch Hospital and additional public car parking.
- B Ōtākaro is delivering the Metro Sports Facility on the Metro Sports Land.
- C LINZ intends to purchase the Afternoon Staff Car Park Land from CDHB and then transfer it to Ōtākaro for the Metro Sports Facility.
- D CDHB has granted Ōtākaro the Afternoon Staff Car Park Licence until the Afternoon Staff Car Park Land is transferred to LINZ.
- E Ōtākaro has granted CDHB the Stewart Street Licence for staff car parking purposes.
- F The Afternoon Staff Car Park is subject to a right of first refusal in favour of Te Rūnanga.
- G Te Rūnanga is the iwi authority and the representative body of Ngāi Tahu Whānui. Ngāi Tūāhuriri has mana whenua in respect of the rohe where the CDHB Land and the Afternoon Staff Car Park are located. NTP is Te Rūnanga's property investment and development company. It also manages Te Rūnanga's right of first refusal pursuant to Part 9 of the Act.
- H Te Rūnanga (after consultation with Ngāi Tūāhuriri and NTP) has agreed to waive its right of first refusal in consideration of CDHB agreeing to grant a lease to the Nominated Ngāi Tahu Entity over part of the CDHB Land.
- I The Nominated Ngāi Tahu Entity will lease part of the CDHB Land pursuant to a peppercorn ground lease from CDHB and will develop and operate the New Car Park for public car parking on the CDHB Land.
- J CDHB will undertake the Car Park Extension to allow for staff car parking.

K Ōtākaro will procure the Ministry of Health to pay:

- (a) the New Car Park Contribution to the Nominated Ngāi Tahu Entity for the development of the New Car Park; and
- (b) the Car Park Extension Contribution to CDHB for the Car Park Extension.

L The parties wish to enter into this Heads of Agreement to record their agreement.

OPERATIVE PART

1 Definitions and Interpretation

1.1 In this Heads of Agreement unless the context requires otherwise:

- (a) *Act* means the Ngāi Tahu Claims Settlement Act 1998;
- (b) *Afternoon Staff Car Park Land* means the land owned by CDHB at 26-30 St Asaph Street comprised in record of title CB29F/1210 to be transferred from CDHB to LINZ and on-transferred to Ōtākaro;
- (c) *Afternoon Staff Car Park Licence* means the licence agreement between CDHB as licensor and Ōtākaro as licensee dated 4 April 2020 allowing Ōtākaro to use the land for MSF Works;
- (d) *Car Park Extension* means the CDHB Car Park strengthening works and two level extension of approximately 238 car parks to be developed by CDHB on top of the existing three level CDHB Car Park;
- (e) *Car Park Extension Contribution* means the amount of \$4.25 million (including GST, if any) to be paid by the Ministry of Health to CDHB as a contribution to the Car Park Extension in accordance with clause 6;
- (f) *CDHB Car Park* means the land and car park building at 55-65 St Asaph Street and 254-258 Antigua Street (comprised in record of title 57739), currently being three levels and containing 443 car parks (more or less) and to be extended by the Car Park Extension;
- (g) *CDHB Land* means the land owned by CDHB on the corner of Hagley Avenue and St Asaph Street comprised in record of title 914465;
- (h) *Lease* means the registered ground lease to be granted by CDHB to the Nominated Ngāi Tahu Entity over part of the CDHB Land for the New Car Park (with the footprint to be agreed between the parties within the maximum footprint shown in yellow on the plan attached as Schedule 1) on terms and conditions to be agreed between CDHB and the Nominated Ngāi Tahu Entity;
- (i) *Licence* means the licence to occupy the Afternoon Staff Car Park Land granted by CDHB to Ōtākaro to undertake the MSF Works dated 4 April 2020;
- (j) *Metro Sports Facility* means the indoor aquatic and recreational sports facility to be delivered by Ōtākaro on the Metro Sports Land;

- (k) *Metro Sports Land* means the land owned by Ōtākaro bordering Moorhouse Avenue, Stewart Street, St Asaph Street and Antigua Street comprised in record of title 780736;
- (l) *MSF Works* means the construction and use of a waste water heat recovery plant room and an Orion substation and such other ancillary works on the Afternoon Staff Car Park Land required by Ōtākaro for the Metro Sports Facility;
- (m) *New Car Park* means the car park to be developed by the Nominated Ngāi Tahu Entity on the CDHB Land with a minimum of 450 public car parks;
- (n) *New Car Park Contribution* means the amount of \$10 million (including GST, if any) to be paid by the Ministry of Health to the Nominated Ngāi Tahu Entity as a contribution to the New Car Park in accordance with clause 5;
- (o) *Ngāi Tahu Partnership* means a Ngāi Tūāhuriri and NTP joint venture relationship that may be the Nominated Ngāi Tahu Entity;
- (p) *Nominated Ngāi Tahu Entity* means the entity nominated by NTP to develop and lease the New Car Park being one of NTP, Ngāi Tūāhuriri or the Ngāi Tahu Partnership, such nominated entity to be advised to the other parties as soon as possible after the date of this Heads of Agreement;
- (q) *Stewart Street Licence* means the licence agreement between Ōtākaro as licensor and CDHB as licensee dated 4 April 2020 allowing CDHB to use the licensed area for staff car parking; and
- (r) *Working Day* means a day of the week other than:
 - (i) Saturday and Sunday;
 - (ii) Waitangi Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday and Labour Day;
 - (iii) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
 - (iv) a day in the period commencing with 24 December in any year and ending with 5 January in the following year (both days inclusive); and
 - (v) Canterbury Anniversary Day.

1.2 In this Heads of Agreement, unless the context requires otherwise:

- (a) a reference to a clause or a schedule is a reference to a clause of or a schedule to this Heads of Agreement;
- (b) words importing one gender include the other genders;
- (c) words importing the singular include the plural and vice versa;
- (d) the words "includes" or "including" do not imply any limitation;
- (e) references to a party includes references to that party's:

- (i) successors and permitted assigns; and
- (ii) employees, contractors, subcontractors, agents, representatives and invitees;
- (f) any schedules to this Heads of Agreement have the same effect as if set out in the main body of this Heads of Agreement;
- (g) headings are for ease of reference only;
- (h) derivations of a defined term have similar meanings to the defined term;
- (i) any provision to be performed by two or more persons binds those persons jointly and severally;
- (j) a reference to a statute or regulation includes all amendments to that statute or regulation and any substitute statute or regulation;
- (k) a reference to a statute includes all regulations, bylaws, orders, notices and other instruments made under that statute;
- (l) a "person" includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, estate, government, agency of state, municipal authority or statutory body, whether or not having separate legal identity; and
- (m) a prohibition against doing any thing also includes a reference not to permit, suffer or cause that thing to be done.

2 Conditions

2.1 This Heads of Agreement is conditional on:

- (a) CDHB obtaining Board approval of the terms of this Heads of Agreement;
- (b) Ōtākaro obtaining Board approval of the terms of this Heads of Agreement;
- (c) Te Rūnanga providing LINZ with a waiver of its right of first refusal under Part 9 of the Act in relation to the Afternoon Staff Car Park Land;
- (d) approval by the Ministers of Finance, Health and Greater Christchurch Regeneration of the New Car Park Contribution and the Car Park Extension Contribution;
- (e) CDHB and NTP, Ngāi Tūāhuriri or the Ngāi Tahu Partnership entering into an agreement (on terms acceptable to both) for the development and leasing of part of the CDHB Land for the New Car Park;
- (f) CDHB obtaining all required Minister of Health approvals under the New Zealand Public Health and Disability Act 2000 to the proposed CDHB transactions set out in this Heads of Agreement; and
- (g) approval by the Minister of Greater Christchurch Regeneration and a statutory decision by the chief executive of LINZ for the acquisition of the Afternoon Staff

Car Park Land under section 91 of the Greater Christchurch Regeneration Act 2016.

- 2.2 The condition in clause 2.1(a) may be waived by CDHB. The condition in clause 2.1(b) may be waived by Ōtākaro. The other conditions cannot be waived.
- 2.3 The conditions in clauses 2.1(a) – (e) are to be fulfilled or waived on or before 12 August 2020.
- 2.4 The conditions in clauses 2.1(f) and 2.1(g) are to be fulfilled on or before 4 September 2020.
- 2.5 The following will apply in relation to the conditions:
 - (a) the party or parties for whose benefit the condition has been included shall:
 - (i) do all things which may reasonably be necessary to enable the condition to be fulfilled by the date in clause 2.3 or clause 2.4 (as applicable); and
 - (ii) provide notice of fulfilment or waiver to each of the other parties and/or their solicitors;
 - (b) time for fulfilment of any condition and any extended time for fulfilment to a fixed date shall be of the essence.
- 2.6 If a condition is not fulfilled by the date for fulfilment, any party may at any time before the condition is fulfilled or waived, terminate this Heads of Agreement by giving notice to the other parties. Upon termination of this Heads of Agreement, no party shall have any right or claim against any of the others arising from this Heads of Agreement or its termination.

3 Afternoon Staff Car Park

- 3.1 In consideration of CDHB agreeing to grant the Lease to the Nominated Ngāi Tahu Entity, Te Rūnanga waives its right of first refusal pursuant to section 55 of the Act in relation to the Afternoon Staff Car Park Land. For the avoidance of doubt, this clause constitutes Te Rūnanga's notice in writing pursuant to section 55 of the Act.
- 3.2 In consideration of the Car Park Extension Contribution, as soon as reasonably practicable following this Heads of Agreement becoming unconditional, CDHB will enter into an agreement for sale and purchase with LINZ to sell LINZ the Afternoon Staff Car Park Land for a purchase price of \$1.00. The agreement will be on the ADLS/REINZ Agreement for Sale and Purchase 10th Edition (amended to reflect the agreed terms) and will have a settlement date of 20 Working Days following confirmation of all conditions in that agreement.
- 3.3 As part of the sale and purchase transaction, CDHB will obtain all statutory clearances for the disposal.
- 3.4 Promptly following settlement under the agreement referred to in clause 3.2, LINZ will transfer the Afternoon Staff Car Park Land to Ōtākaro under the terms of the Transfer Agreement between the Crown and Ōtākaro dated 15 April 2016. LINZ will register a certificate removing the right of first refusal memorial under the Act in the same dealing as, and prior to, the transfer to Ōtākaro.

- 3.5 From the date of this Heads of Agreement until settlement under the agreement for sale and purchase referred to in clause 3.2, CDHB will:
- (a) not grant any occupation use, right or any interest of whatever nature in the Afternoon Staff Car Park Land which would run past the settlement date without obtaining LINZ's and Ōtākaro's prior written consent; and
 - (b) as soon as practicable, disclose to LINZ and Ōtākaro any new issues or adverse events which have arisen or may arise and which CDHB considers to be material having regard to the proposed sale and other obligations contemplated by this Heads of Agreement.

4 **Stewart Street Licence**

- 4.1 CDHB and Ōtākaro agree that the "Longstop Date" for the purposes of the Stewart Street Licence is 31 December 2021.

5 **New Car Park Contribution**

- 5.1 In consideration of the Nominated Ngāi Tahu Entity delivering the New Car Park on the CDHB Land, Ōtākaro will procure the Ministry of Health to pay the New Car Park Contribution to the Nominated Ngāi Tahu Entity towards the cost of the New Car Park. The New Car Park Contribution will be paid in the following instalments as certified by the quantity surveyor (acting professionally) appointed by the Nominated Ngāi Tahu Entity:

- (a) 15% of the New Car Park Contribution on the later of a construction contract being signed between the Nominated Ngāi Tahu Entity and the contractor and the issue of all building and resource consents required for the New Car Park;
- (b) 25% of the New Car Park Contribution following the completion of the foundations for the New Car Park;
- (c) 25% of the New Car Park Contribution following completion of 75% of the works included in the construction contract for the New Car Park; and
- (d) 35% of the New Car Park Contribution following the issue of the code compliance certificate for the New Car Park,

provided that on each occasion, the Nominated Ngāi Tahu Entity provides Ōtākaro with a GST invoice addressed to the Ministry of Health for the relevant instalment together with certification (acceptable to Ōtākaro acting reasonably) from the quantity surveyor.

- 5.2 For clarity, the New Car Park Contribution is a fixed sum and the Crown (including Ministry of Health, Vote Health and LINZ) and Ōtākaro will not be liable for any other costs relating to the New Car Park.

6 **Car Park Extension Contribution**

- 6.1 In recognition of CDHB transferring the Afternoon Staff Car Park to LINZ to enable Ōtākaro to be able to use it for the Metro Sports Facility, Ōtākaro will procure the Ministry of Health to pay the Car Park Extension Contribution towards the cost of the Car Park Extension. The Car Park Extension Contribution will be paid in the following

instalments as certified by the quantity surveyor (acting professionally) appointed by CDHB:

- (a) 15% of the Car Park Extension Contribution on the later of a construction contract being signed by CDHB and the contractor and the issue of all building and resource consents required for the Car Park Extension;
- (b) 25% of the Car Park Extension Contribution following the completion of the strengthening work for the Car Park Extension;
- (c) 25% of the Car Park Extension Contribution following completion of 75% of the works included in the construction contract for the Car Park Extension; and
- (d) 35% of the Car Park Extension Contribution following the issue of the code compliance certificate for the Car Park Extension,

provided that on each occasion, CDHB provides Ōtākaro with a GST invoice addressed to the Ministry of Health for the relevant instalment together with certification (acceptable to Ōtākaro in all respects) from the quantity surveyor.

- 6.2 For clarity, the Car Park Extension Contribution is a fixed sum and the Crown (including Ministry of Health, Vote Health and LINZ) and Ōtākaro will not be liable for any other costs relating to the Car Park Extension.

7 **Dispute resolution**

- 7.1 If any dispute or difference arises between the parties in relation to, or arising out of, this Heads of Agreement, the parties will seek to resolve the dispute or difference amicably by direct negotiations between them.
- 7.2 If the dispute or difference is not settled by negotiation under clause 7.1 within 10 Working Days of the dispute or difference arising then it will be referred to the chief executive of each of the parties for resolution.
- 7.3 If the dispute or difference is not settled under clause 7.2 within 10 Working Days of the dispute or difference being referred to the parties' chief executives then any party may refer the dispute or difference to mediation by giving the other(s) notice in writing. The mediator:
- (a) will be agreed by the parties or, if the parties do not agree within 10 Working Days of commencing discussions, appointed by the President or his/her nominee of the New Zealand Law Society;
 - (b) will not be deemed to be acting as an expert or as an arbitrator; and
 - (c) will determine the procedure and timetable for the mediation.
- 7.4 The cost of the mediation will be shared equally between the parties in dispute.
- 7.5 If the dispute or difference is not settled by mediation within 20 Working Days of the dispute or difference being referred to mediation under clause 7.3 then the dispute will be referred to arbitration by a sole arbitrator. The arbitrator will be agreed by the parties or, if the parties do not agree within 10 Working Days of commencing discussions, appointed by the President or his/her nominee of the New Zealand Law

Society. The arbitration will be conducted in accordance with the Arbitration Act 1996. The decision of the arbitrator will be final except on questions of law.

- 7.6 No party may issue legal proceedings (other than for urgent interim relief) in respect of any dispute or difference unless that party has first taken all reasonable steps to comply with clauses 7.1 to 7.5.

8 Notices

- 8.1 Notices under this Heads of Agreement must be given in writing and addressed to the recipient of the notice at the address or email address from time to time notified by that party in writing to each other party. Until a change is so notified, the address and email address of each party is:

CDHB

Level 1, 32 Oxford Terrace
Christchurch
Attention: Tim Lester
Email: Tim.Lester@cdhb.health.nz

LINZ

CBRE House
112 Tuam Street
Christchurch
Attention:
Email:

Te Rūnanga

15 Show Place
Addington
Christchurch
Attention:
Email:

Ngāi Tūāhuriri

219 Tūāhiwi Road
Tūāhiwi, RD1
Kaia Poi
Attention:
Email:

Ōtākaro

Level 8
62 Worcester Boulevard
PO Box 73
Christchurch
Attention:
Email:

NTP

15 Show Place

Addington

Christchurch

Attention: 9(2)(a)

Email:

8.2 A notice will be deemed to have been received:

- (a) in the case of hand delivery, at the time of actual delivery to the recipient's address;
- (b) in the case of delivery by pre-paid post, on the third Working Day after posting; and
- (c) in the case of delivery by email, on receiving a response to the notice from the addressee (not being an automatically-generated response such as an out of office notification or read receipt).

8.3 A notice received or deemed to have been received after 5pm on a Working Day in the place to which it is sent, or on a day which is not a Working Day in that place, it will be deemed not to have been received until 9am on the next Working Day in that place.

9 Costs

9.1 Except as expressly specified in this Heads of Agreement, each party will pay its own legal and other costs and expenses relating to the negotiation, preparation, execution and implementation of this Heads of Agreement.

10 Confidentiality

10.1 Subject to clause 10.2, each party must keep confidential the existence and terms of this Heads of Agreement and all information made available by or on behalf of any other party under or in relation to this Heads of Agreement, and must not disclose the existence or content of this Heads of Agreement to any third party other than:

- (a) its legal advisors and consultants who have a "need to know" in relation to this Heads of Agreement provided that such legal advisors and consultants acknowledge the confidential nature of the information to be provided to them; or
- (b) where necessary to comply with any applicable law or the requirements of any regulatory body or its obligations under this Heads of Agreement.

10.2 The parties will be entitled to make a public announcement in relation to the transactions contemplated under this Heads of Agreement following execution provided that the parties consult each other on the content and are happy with the extent of the information being made public.

11 Further assurances

- 11.1 Each party will each sign, deliver and do all deeds, schedules, acts, documents and things as may be reasonably required by any other party to effectively carry out, and give effect to, the terms and intentions of this Heads of Agreement.

12 Counterparts

- 12.1 This Heads of Agreement may be executed in any number of counterparts (including electronic or PDF copies), each of which will be deemed an original, but all of which together will constitute one instrument.

13 General

- 13.1 The parties agree to take all steps necessary to complete the transfers of the relevant land and other matters contemplated by this Heads of Agreement, including applying for, obtaining and granting all necessary authorities and consents.
- 13.2 This Heads of Agreement is entered into as a legally binding agreement.

EXECUTION

Signed by Canterbury District Health Board
in the presence of:

.....
Witness signature

.....
Full name (please print)

.....
Occupation (please print)

.....
Address (please print)

**Signed by Her Majesty the Queen acting by
and through the Chief Executive of Land
Information** in the presence of:

.....
Witness signature

.....
Full name (please print)

.....
Occupation (please print)

.....
Address (please print)

Signed by Te Rūnanga o Ngāi Tahu in the presence of:

.....

.....
Witness signature

.....
Full name (please print)

.....
Occupation (please print)

.....
Address (please print)

Signed by Te Ngāi Tūāhuriri Rūnanga Incorporated in the presence of:

.....

.....
Witness signature

.....
Full name (please print)

.....
Occupation (please print)

.....
Address (please print)

Signed for and on behalf of Ōtākaro Limited
by:

.....
Director

.....
Director

.....
Full name (please print)

.....
Full name (please print)

Signed for and on behalf of **Ngāi Tahu**
Property Limited by:

.....
Director

.....
Director

.....
Full name (please print)

.....
Full name (please print)

RELEASED UNDER THE OFFICIAL INFORMATION ACT

SCHEDULE 1 – PLAN

RELEASED UNDER THE OFFICIAL INFORMATION ACT

RELEASED UNDER THE OFFICIAL INFORMATION ACT



RELEASED UNDER THE OFFICIAL INFORMATION ACT

Appendix 2- Agreement to Design, Build and Lease

RELEASED UNDER THE OFFICIAL INFORMATION ACT

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Dated

2020

**AGREEMENT TO DESIGN, BUILD
AND LEASE**

CANTERBURY DISTRICT HEALTH BOARD

NGĀI TAHU PROPERTY LIMITED

RELEASED UNDER THE OFFICIAL INFORMATION ACT

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BUDDLE FINDLAY

AGREEMENT TO DESIGN, BUILD AND LEASE

DATED

2020

PARTIES

- (1) CANTERBURY DISTRICT HEALTH BOARD (the "Landlord")
- (2) NGĀI TAHU PROPERTY LIMITED (the "Tenant")

BACKGROUND

- A. The Landlord owns the land being 2.1952ha (more or less) comprised in Lot 4 DP 547692 (Record of Title 954962) being the property located at 550 Hagley Avenue, Christchurch (the "CDHB Parcel").
- B. The Landlord wishes to lease to the Tenant and the Tenant wishes take on the lease of part of the CDHB Parcel with the maximum footprint indicatively shown coloured orange on the attached plan (the "Land") from the Landlord so that the Tenant may develop and build a public car parking building with at least 450 carparks on the Land and thereafter use such buildings for the Permitted Use (together, "the Proposed Development").

AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise:

- (a) "**Agreement**" means this Agreement to Design, Build and Lease as originally executed and as the same may be amended or supplemented in writing from time to time.
- (b) "**Authority**" means any and all local or regional territorial authority or any other body having jurisdiction over the Land.
- (c) "**Building Consents**" means all necessary building consents that are required from any Authority to enable the completion and/or construction of the Proposed Development.
- (d) "**Working Days**" has the meaning given to that term in section 29 of the Interpretation Act 1999.
- (e) "**Commencement Date**" means the date being 15 Working Days following the date on which this Agreement becomes unconditional in all respects.
- (f) "**Conditions**" means the conditions subsequent set out in clause 2.1.
- (g) "**Confidential Information**" includes:
 - (i) all information given by one party (or its advisers) to the other party or their advisers on a confidential basis;
 - (ii) the existence and the terms of this Agreement; and

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- (iii) in each case which is not in the public domain (otherwise than as the direct or indirect result of a breach of a confidentiality obligation of a party).
- (h) **"Detailed Plans and Specifications"** has the meaning given to that term in clause 4.1.
- (i) **"GST"** means goods and services tax as defined under the Goods and Services Tax Act 1985.
- (j) **"Lease"** means the lease of the Land to be entered between the parties in accordance with clause 6.2.
- (k) **"Outline Plans and Specifications"** means the outline plans and specifications for the Proposed Development attached to this Agreement as Schedule 2.
- (l) **"Permitted Assignee"** has the meaning set out in the Lease;
- (m) **"Permitted Use"** has the meaning set out in the Lease;
- (n) **"Proposed Development"** has the meaning given to that term in Background paragraph B and shall have a minimum building consent life- of 50 years.
- (o) **"Resource Consent"** means all necessary resource consents (including any consents for signage) that are required from any Authority to enable the completion of the Proposed Development and to enable the Tenant to operate the business of public car parking from the Land.

1.2 In this Agreement:

- (a) a reference to a person includes any other entity or association recognised by law and vice versa;
- (b) words referring to the singular include the plural and vice versa;
- (c) 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;
- (d) clause headings are for reference purposes only;
- (e) the parties do not intend this document to create any benefits under the Contract and Commercial Law Act 2017;
- (f) all periods of time or notice exclude the days on which they are given and expire; and
- (g) time is of the essence.

2. CONDITIONS

2.1 This Agreement is conditional upon:

- (a) The Landlord obtaining its Board approval to its entry into this Agreement, the Lease prior to 5pm on 28 August 2020. This condition is inserted for the sole benefit of the Landlord.
- (b) The Landlord obtaining Ministerial approval from the Minister of Health including approval pursuant to section 43(2), Schedule 3 of the New Zealand Public Health and Disability Act

2000, to its entry into the Lease prior to 5pm on 4 September 2020. This condition is inserted for the sole benefit of the Landlord.

- (c) The Tenant obtaining its Board approval to its entry into this Agreement and the Lease prior to 5pm on 28 August 2020. This condition is inserted for the sole benefit of the Tenant.
- (d) The Tenant obtaining all Resource Consents necessary for it to undertake the Proposed Development and to operate a car park from the Land (on terms and conditions acceptable to the Tenant acting in its absolute discretion) by no later than the day which is five (5) months after the date of this Agreement ("RMA Consent Confirmation Date"). This condition is inserted for the sole benefit of the Tenant

2.2 If on the RMA Consent Confirmation Date the condition in clause 2.1(e) has not been satisfied because:

- (a) a decision in respect of the application has not been received from the relevant Authority; or
- (b) a decision in respect of the application has been received from the relevant Authority but the period for lodging of any objection to, or for exercising a right of appeal from, the decision in respect of the application has not lapsed; or
- (c) a decision in respect of the application has been received from the relevant Authority but the Tenant or a third party has within the time for lodging an objection or exercising a right of appeal from the decision, lodged an objection or exercised a right of appeal which has not been settled or a decision in relation to such objection has not been made;

then the date for satisfaction of the condition will be extended to the date which falls at the expiration of a period of five months after the RMA Consent Confirmation Date.

2.3 Each party shall (at its own cost):

- (a) use its best endeavours to satisfy the Conditions for which they are responsible; and
- (b) provide such information and assistance as may be reasonably requested by the other party to assist the other party to satisfy the Conditions for which the other party is responsible.

2.4 If a Condition is not fulfilled by the date for fulfilment (time being of the essence) either party may at any time after the date for fulfilment has lapsed, but before the relevant condition is fulfilled or waived, avoid this Agreement by giving notice in writing to the other and upon avoidance of this Agreement neither party shall have any right or claim against the other except in respect of any antecedent breach.

3. TENANT'S ACCESS TO LAND DURING CONDITIONAL PERIOD

3.1 The Landlord shall allow the Tenant, its employees, agents, contractors and representatives reasonable access to the Land at all reasonable times from the date of this Agreement, provided that the Tenant, its employees, agents, contractors and representatives shall comply with the Landlord's reasonable access requirements.

4. PREPARATION AND APPROVAL OF DETAILED PLANS AND SPECIFICATIONS

- 4.1 As soon as is reasonably practicable following entry into this Agreement the Tenant shall prepare detailed plans and specifications for the Proposed Development generally in conformity with the Outline Plans and Specifications and as may be required to obtain all necessary Resource Consents for the Proposed Development ("**Detailed Plans and Specifications**").
- 4.2 The Detailed Plans and Specifications shall be submitted to the Landlord for approval prior to being submitted for Resource Consent, such approval not to be unreasonably or arbitrarily withheld or delayed provided the Detailed Plans and Specifications conform materially to the Outline Plans and Specifications.
- 4.3 In the event the Detailed Plans and Specifications are not approved by the Landlord within ten (10) Working Days of receipt of the same from the Tenant then the Landlord will forthwith notify the Tenant of its reasons for disapproval and specify modifications required by the Landlord. The Tenant will not unreasonably or arbitrarily withhold or delay its approval to the Landlord's modifications provided such modifications are required to ensure the Detailed Plans and Specifications materially conform to the Outline Plans and Specifications.
- 4.4 If the parties are unable to resolve any differences arising in relation to the approval of the Detailed Plans and Specifications within five Working Days of receipt by the Tenant of the Landlord's notice pursuant to clause 4.3 (each party acting reasonably) then the dispute shall be resolved pursuant to the provisions of clause 11.
- 4.5 The Landlord acknowledges and agrees that all proprietary rights (including without limitation all intellectual property) in the Outline Plans and Specifications and the Detailed Plans and Specifications are owned by the Tenant and that the Landlord shall not do anything in derogation of such rights. Without in any way limiting the effect of clause 14, the Landlord shall treat the Outline Plans and Specifications and the Detailed Plans and Specifications as confidential information of the Tenant and shall not disclose either to any third party or use them for any purpose other than in connection with the Proposed Development without the Tenant's prior written consent and shall not copy or reproduce either without the prior written consent of the Tenant.

5. OBTAINING BUILDING CONSENTS AND RESOURCE CONSENTS

- 5.1 Once the Detailed Plans and Specifications have been agreed between the parties (or any dispute is resolved in accordance with clause 4.4), the Tenant shall (at its sole cost and expense) prepare and lodge all necessary Building Consents and Resource Consents and progress the obtaining of such consents on terms and conditions acceptable to the Tenant.

6. LEASE

- 6.1 The Landlord shall grant to the Tenant and the Tenant will take a lease of the Land in accordance with this clause 6.
- 6.2 As soon as is reasonably practicable following the Commencement Date:
 - (a) The parties shall enter into a deed of lease in the form attached as Schedule 3 (with dates and other information to be inserted as described in that document) ("**the Lease**").

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- (b) The Tenant shall execute (in duplicate) the Lease and shall deliver the same to the Landlord.
 - (c) The Landlord shall as soon as reasonably practicable following receipt of the executed Lease from the Tenant execute the Lease and deliver to the Tenant its original copy.
- 6.3 The parties must, from the Commencement Date until the Lease is executed, observe the provisions of the Lease as if the Lease had been duly and fully completed and executed.
- 6.4 The Landlord shall, within ten (10) Working Days of the Commencement Date and entirely at the Tenant's cost, do all things reasonably required to enable registration of the Lease (including, without limitation having a surveyed lease definition plan prepared if necessary) over the title for the Land.
- 6.5 The Tenant shall be entitled to lodge a caveat over the title to the Land on and from the Commencement Date to protect its interests under this Agreement pending registration of the Lease.

7. COMPLETION OF THE PROPOSED DEVELOPMENT

- 7.1 From the Commencement Date, the Tenant shall, with all reasonable speed, cause the Proposed Development to be completed materially in accordance with the Detailed Plans and Specifications in a good and workmanlike manner to accepted architectural and engineering standards and in accordance with the terms of any Building Consent and Resource Consent issued for the Proposed Development.
- 7.2 The Tenant shall, in undertaking and completing the Proposed Development:
- (a) comply with the provisions of all applicable statutes, ordinances, regulations and by-laws including (without limitation) all proper requirements of all relevant local and other authorities;
 - (b) notify the relevant Authorities on completion and obtain a Certificate of Public Use (if required by the Tenant prior to Code of Compliance Certificate) and subsequently a Code Compliance Certificate in respect thereof; and
 - (c) keep the Landlord reasonably informed as to progress in the construction of the Proposed Development.
- 7.3 The Parties agree that ownership of the Tenant's Improvements shall be as set out in the Lease.

8. VARIATIONS AND ALTERATIONS TO DETAILED PLANS AND SPECIFICATIONS

- 8.1 The Tenant shall be entitled to make alterations and variations to the Detailed Plans and Specifications which may become necessary during the course of the construction of the Proposed Development for reasons of efficiency or by reason of any matters beyond the reasonable control of the Tenant including but not limited to:
- (a) the requirements and directions of any Authority; or
 - (b) the practical requirements of the construction of the Proposed Development including the dictates of good building practice.

- 8.2 Without in any way limiting clause 8.1, if through unavailability or delays in availability of materials or if through any cause beyond the reasonable control of the Tenant it is impractical to incorporate in the Proposed Development any material, finish, product or system referred to in the Detailed Plans and Specifications, then the Tenant may, in consultation with the Landlord, substitute an alternative material, finish, product or system provided such substitution adheres to or preserves as far as is reasonably practicable the quality and intent as stated in the Detailed Plans and Specifications.

9. THE TENANT'S WARRANTIES

9.1 The Tenant warrants that:

- (a) subject to clause 8, the Proposed Development will be constructed materially in accordance with the Detailed Plans and Specifications, the Building Consents, the Resource Consents, the Authority's bylaws regulations and planning rules, the provisions of the Resource Management Act 1991 and the provisions of the Building Act 2004;
- (b) construction of the Proposed Development will be carried out and in a good and workmanlike manner;
- (c) the Proposed Development will have a minimum building consent life-span of 50 years
- (d) the design of the Proposed Development will be in accord with sound architectural and engineering principles and on completion of construction will be structurally sound; and
- (e) the Land will be solely used for the Proposed Development.

10. COSTS AND PAYMENTS

- 10.1 The Tenant shall undertake and complete the Proposed Development (including all planning, the obtaining of all Resource Consents and Building Consents) entirely at its own cost.
- 10.2 For the avoidance of doubt, each party shall be responsible for their own legal costs in relation to this Agreement and the Lease.

11. DISPUTES

- 11.1 The parties agree the relationship between them is such that they will exercise reasonableness on all matters arising out of this Agreement. If there shall be any dispute or difference arising between the parties as to the interpretation or implementation of this Agreement then as a first step the parties will try to resolve the matter by referring the same to mediation under the alternative dispute resolution process of the type employed by "LEADR" and if the matter shall not be resolved through such means then either party shall be entitled to refer the matter to arbitration pursuant to the provisions of the Arbitration Act 1996, in accordance with the specific provisions relating to arbitration in the Lease.

12. DEFAULT AND TERMINATION

- 12.1 A party is in default under this Agreement and the non-defaulting party may terminate this Agreement if:

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- (a) a party, being a corporation:
 - (i) goes into liquidation or provisional liquidation or an application is made for it to be liquidated;
 - (ii) has a receiver, manager, receiver and manager, administrator, controller or similar officer appointed to it or any of its assets;
 - (iii) makes an assignment for the benefit of or enters into an arrangement or composition with its creditors; or
 - (iv) stops payment of any of its debts;
- (b) a party does not remedy a material breach of this Agreement within a reasonable period (not being less than three months) after the non-defaulting party serves notice of the breach on the defaulting party.

13. NOTICES

13.1 A notice will be deemed to have been received:

- (a) in the case of hand delivery, at the time of actual delivery to the recipient's address;
- (b) in the case of delivery by pre-paid post, on the third Working Day after posting; and
- (c) In the case of email, when sent to:
 - (i) the email address provided for the party or the party's lawyer; or
 - (ii) any other email address notified subsequently in writing by the party or the party's lawyer.

13.2 A notice received or deemed to have been received after 5pm on a Working Day in the place to which it is sent, or on a day which is not a Working Day in that place, it will be deemed not to have been received until 9am on the next Working Day in that place.

14. CONFIDENTIALITY

14.1 Subject to 14.2, each party must maintain as confidential at all times, and must not at any time directly or indirectly:

- (a) disclose or permit to be disclosed to any person;
- (b) use for itself; or
- (c) use to the detriment of the other party,

any Confidential Information, except:

- (d) as required by law or the rules of any relevant stock exchange on which the relevant party is listed;
- (e) as is already or becomes public knowledge, otherwise than as a result of a breach of any provision of this Agreement by the party disclosing or using that Confidential Information; or

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(f) as authorised in writing by the other party.

14.2 The Tenant shall be able to share Confidential Information with Te Rūnanga o Ngāi Tūāhuriri and any related party for the purposes of discussing Te Rūnanga o Ngāi Tūāhuriri potential participation in this project.

15. MISCELLANEOUS

15.1 The obligations, warranties, undertakings, agreements and indemnities given under or pursuant to this Agreement do not merge upon the execution of the Lease but remain enforceable to the fullest extent notwithstanding any rule of law to the contrary.

15.2 Each party must use its best efforts to do all things and execute all documents necessary or desirable to give full effect to the provisions and intent of this Agreement.

15.3 Except as set out below, neither party may assign their rights or obligations under this Agreement without the prior written consent of the other (which consent may be withheld in their absolute discretion). The Tenant is entitled to assign this Agreement to a Permitted Assignee. In the case of an assignment to a Permitted Assignee, the Tenant shall:

- (i) deliver to the Landlord a deed duly executed by the Tenant and the Permitted Assignee in a form acceptable to the Landlord covenanting that the Permitted Assignee will at all times observe all the terms and conditions of this Agreement (but without releasing the Tenant from the Tenant's obligations under this Agreement) and acknowledging that the covenants of the Permitted Assignee are not in substitution for and do not reduce, prejudice or vary the liability of the Tenant under this Agreement; and
- (ii) All costs incurred by the Landlord (whether or not the proposed assignment proceeds to completion) have been paid by the Tenant.

15.4 Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this Agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Agreement.

15.5 A waiver or consent given by a party under this Agreement is only effective and binding on that party if it is given or confirmed in writing by that party.

15.6 No waiver of a breach of a term of this Agreement operates as a waiver of another breach of that term or of a breach of any other term of this Agreement.

15.7 This Agreement may be executed in one or more counterpart copies which, read together, will constitute one and the same instrument. Any fax or pdf copy of this agreement (including any fax or pdf copy of any document evidencing the execution of this agreement by either party) may be relied upon by the other party as though it were an original copy.

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EXECUTION

EXECUTED for and on behalf)
 of CANTERBURY DISTRICT HEALTH)
 BOARD)

 Authorised Person

 [Print Name] in the presence of

 Witness signature

 Full name

 Address

 Occupation

Note:

- Person authorised by constitution - signature must be witnessed
- Attorney appointed under s181 Companies Act - signature does not need to be witnessed

EXECUTED for and on behalf)
 of NGĀI TAHU PROPERTY LIMITED)

 Director

 Director

 Director's Full Name

 Director's Full Name

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Schedule Plan



Lease Instrument

(Section 91 Land Transfer Act 2017)

Affected instrument Identifier and type (if applicable)	All / Part	Area/Description of part or stratum
954962	Part	[to reference area on lease plan once prepared]

Lessor

CANTERBURY DISTRICT HEALTH BOARD

Lessee

NGĀI TAHU PROPERTY LIMITED

Estate or Interest

Fee Simple

Lease Memorandum Number (if applicable)

Not applicable

Term

Refer Schedule A

Rental

Refer Schedule A

Lease and Terms of Lease *If required, set out the terms of lease in Annexure Schedules*

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the Land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure schedules.

1. PARTICULARS

LAND:	The bare land owned by the Lessor and situated at 550 Hagley Avenue, Christchurch Central], comprising an area of 2.1952ha more or less, being legally described as Lot 4 deposited plan 547692 and being part of the land contained in record of title 954962 set out on the attached plan excluding all Improvements on the Land.
COMMENCEMENT DATE:	[TBC]
TERM:	34 years and 364 days
RIGHTS OF RENEWAL:	None
RENT:	\$1.00 plus GST (if any) per annum, payable annually in advance, if demanded by the Lessor.
PERMITTED USE:	Public on-demand car parking in a multi-level carpark building having not less than 450 carparks with use of such car parking to be charged at current market rates
DEFAULT INTEREST RATE:	The rate that is the Lessor's bank overdraft rate at the time or times of default plus a margin of 4%.

2. DEFINITIONS AND INTERPRETATION

2.1 **Definitions:** In this Lease, unless the context otherwise requires, capitalised terms have the meaning given to them in the Particulars (clause 1), and:

- (a) **"Authority"** means any government authority whether national or territorial or any other government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and the Improvements.
- (b) **"Building Code"** means the building code at Schedule 1 of the Building Regulations 1992.
- (c) **"Buildings"** means any structures, buildings or other building improvements (including all associated Land improvements such as paved and sealed areas servicing any building, and all foundations, pilings and associated earth and structure works):
 - (i) now or hereafter erected on the Land; and/or
 - (ii) erected or to be erected by the Lessee; and/or
 - (iii) which have been purchased by the Lessee from the Lessor.

Where not inconsistent with the context, **Buildings** includes any alterations or additions to any such structures, buildings or other building improvements.
- (d) **"GST"** means goods and services tax chargeable in accordance with the GST Act.
- (e) **"GST Act"** means the Goods and Services Tax Act 1985.

- (f) **"Health and Safety Legislation"** means the Health and Safety at Work Act 2015, any regulations under that Act, rules, standards, approved codes of practice, guidelines and any other applicable health and safety law relating to the Land, Buildings and Improvements.
- (g) **"Improvements"** means anything in the nature of an improvement to and/or fixture for the time being on or in the Land, including all:
 - (i) Buildings;
 - (ii) Services;
 - (iii) driveways, sealed or paved areas, kerbing, retaining walls, walls, fencing, Signs, and any other landscaping improvements or fixtures; and
 - (iv) associated fixtures and fittings of any nature (including all plant, equipment, machinery and associated services) in or on such improvements and/or fixtures,
 as erected or installed by or on behalf of the Lessee from time to time during the Term in accordance with its rights under this Lease.
- (h) **Permitted Assignee** means:
 - (i) an entity wholly owned by the Ngāi Tahu Holdings Corporation Limited group; or;
 - (ii) a joint venture wholly owned by Ngāi Tahu Holdings Corporation Limited group and Te Rūnanga o Ngāi Tūāhuriri Incorporated group;
- (i) **"Regional and District Plans"** mean regional and district plans as defined in section 2 of the Resource Management Act 1991 and includes any successor or replacement planning regime imposed by any relevant Authority having appropriate jurisdiction.
- (j) **"Services"** means all pipes, drains, mains, wires, cables, channels, gutters, sewers, and other utilities or services of any nature in or on the Land.
- (k) **"Sign"** means any sign, advertisement, notice, advertising device or other distinctive mark erected upon, or affixed to or placed on the Land or the Improvements.
- (l) **"Tax Invoice"** has the meaning given in section 2 of the Goods and Services Tax Act 1985.

2.2 **"Working Day"** has the meaning given in section 29 of the Interpretation Act 1999.

2.3 Interpretation

- (a) Words importing any gender shall include all other genders.
- (b) Words importing the singular shall include the plural and vice versa.
- (c) Payments shall be made in the lawful currency of New Zealand.
- (d) Headings shall be ignored.
- (e) References to clauses and schedules are references to clauses and schedules in this Lease and references to parties are references to the parties to this Lease unless expressly stated otherwise.

- (f) Any reference in this Lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.
- (g) A person shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation, trust, state or agency of a state in each case whether or not having separate legal personality.
- (h) Writing shall include words visibly represented or reproduced.
- (i) Where approvals or consents are required in this Lease they shall not be unreasonably or arbitrarily withheld or delayed and such approvals or consents may be given with conditions which are both reasonable and relevant to the circumstances giving rise to the request to seek approval or consent and shall be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion.
- (j) Notwithstanding that there may be no privity of contract existing between the parties to this Lease and certain named third parties in this Lease nevertheless such third parties shall have the right to enforce any provisions in this Lease which are of benefit to them with such right to enforce being acknowledged and intended in accordance with the requirements of sections 12 and 13 of the Contract and Commercial Law Act 2017.
- (k) The expressions Lessor and Lessee include their respective successors and assigns and where the context permits:
 - (i) the Lessor's or the Lessee's respective contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessor or the Lessee, as the case may be); and
 - (ii) in the case of the Lessee, the Lessee's tenants and other lawful occupiers of the Land.
- (l) Unless inconsistent with the context, a reference to including is deemed to be followed by without limitation.
- (m) Any obligation not to do anything will be deemed to include an obligation not to suffer, permit or cause that thing to be done.

3. GRANT OF LEASE FOR TERM

- 3.1 The Lessor leases to the Lessee, and the Lessee takes on, a lease of the Land from the Commencement Date and for the Term and at the Rent, subject to the covenants, agreements, conditions and restrictions set out in this Lease.

4. RENT, CHARGES, RATES AND GST

4.1 Covenant to pay Rent

The Lessee will pay the Lessor the Rent on the Commencement Date and each anniversary of the Commencement Date thereafter, if demanded by the Lessor.

4.2 Payment of all costs and other charges in respect of Land and Improvements

- (a) The Lessee will promptly pay any and all costs and expenses now or during the Term assessed, charged or chargeable, paid or payable or otherwise incurred in respect of the Land and the Improvements or in the conduct, management and maintenance of the Land and the Improvements and the use and occupation of the Land and the Improvements, and in particular including:
 - (i) all local government rates and levies (including any water rates), taxes (including land or improvements tax but not tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor for the Land), charges, assessments, levies, impositions and all outgoings whatsoever which now are or which during the Term shall be taxed, rated, charged, assessed, levied or imposed on the Land, the Improvements or their use or on the Lessor or Lessee in respect of the Land by any Authority;
 - (ii) any penalties incurred through any late payment by the Lessee of such rates, charges or levies;
 - (iii) charges for water, electricity, gas, telephone, internet and any other utilities or services in respect of the Land and any Improvements;
 - (iv) all costs of any nature arising in respect of the maintenance, repair, replacement and all other work as may be required from time to time during the Term in respect of the Improvements, including all costs for complying with the requirements of any laws, statutes, regulations and bylaws affecting the Improvements or any costs of complying with requisitions or notices issued by or given by an Authority in respect of the Improvements; and
 - (v) costs for complying with the requirements of any laws, statutes, regulations and bylaws affecting the Land or any costs of complying with requisitions or notices issued by or given by an Authority in respect of the Land.
- (b) In the event of such charges in clause 4.2(a) not being separately metered, the Lessee shall pay such amount as the Lessor shall fairly and reasonably allocate to the Land.
- (c) The parties acknowledge and agree that the Lessor will have no responsibility for any costs associated with or arising in respect of the Land and/or the Improvements for the duration of the Term.
- (d) If reasonably requested by the Lessor or required by any Authority the Lessee will, at its cost, install, maintain, and upgrade whenever necessary any meter or other measuring device necessary for the proper charging to the Lessee of any Services supplied to the Land or Improvements.
- (e) Where any amounts in clause 4.2 are lawfully required to be paid or collected for payment by the Lessor the Lessee agrees to pay such amounts which are liable to be paid under clause 4.2 on demand made by the Lessor without deduction or set off.

- (f) Without prejudice to the other rights, powers and remedies available to the Lessor, where the Lessee is in default of its obligations to make any payments pursuant to clause 4, the Lessor may (but without having any obligation to do so and without limitation to the indemnity in clause 8) at any time and without notice to the Lessee elect to pay amounts owing by the Lessee and recover the amount of those payments from the Lessee on demand.

4.3 Goods and Services Tax

If GST is chargeable on any supply made by one party (**Supplier**) to another party (**Recipient**) under this Lease, the Recipient will pay to the Supplier an amount equal to the GST chargeable on that supply in addition to, at the same time and in the same manner as the consideration otherwise payable under this Lease for that supply and the Supplier will issue a Tax Invoice to the Recipient in respect of that supply on or before the date on which payment for that supply is due under this Lease. For the avoidance of doubt, references in this clause to any supply being made by one party shall, in the context of the Lessor, include supplies it makes as agent and any supplies it makes on its own behalf.

5. USE AND DEVELOPMENT OF THE LAND

5.1 Permitted Use

- (a) the Lessee will use the Land only in accordance with the Permitted Use. The Lessee covenants absolutely not to change the use of the Land (whether in whole or part) from the Permitted Use.

5.2 Essential Term

- (a) The Lessee acknowledges that its obligations under clause 5.1 are essential terms of this Lease. Any breach will, in addition to any other rights and remedies available to the Lessor, give rise to a right of cancellation by the Lessor pursuant to clause 12.

5.3 Condition of the Land and Improvements and Right to Inspect

- (a) Subject to the Lessee's rights under this Lease, including under clause 5.7(b), Lessee will keep and maintain the Land and Improvements in a state of good order, repair and condition (including effecting reinstatement or replacement (whether in whole or in part) as necessary) throughout the Term.
- (b) Without limiting the Lessee's obligations under clause 5.3(a), the Lessee will:
- (i) without limiting clause 5.8, in accordance with any statutory requirements keep the Land clean and free from all hazardous substances and materials which may damage the Land or cause or threaten to cause a hazard to the Land or to the health or safety of persons on or about the Land; and
 - (ii) maintain in a good and useable condition and repair and replace when necessary, all Services and all other drains, ditches, water, gas, electricity, telephones, pipes and conduits and all other utilities on, in or servicing the Improvements.
- (c) The Lessor and persons under its control and direction may at all reasonable times after reasonable prior written notice, enter, and if necessary remain, on the Land to examine and

view the condition and state of maintenance and repair of the Land and the Improvements provided that in exercising such rights the Lessor shall use all reasonable endeavours to minimise any disturbance caused to the Lessee.

5.4 Compliance with Laws

The Lessee will comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Improvements or which relate to the Lessee's use of the Land and Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:

- (a) comply with the Building Code as amended from time to time;
- (b) ensure that a building warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act 2004;
- (c) comply with and observe at all times:
 - (i) the terms and conditions of all resource consents held in respect of the Lessee's use of the Land and Improvements; and
 - (ii) any requirements imposed and otherwise arising under the Resource Management Act 1991;
- (d) comply with the requirements of any Authority and with the requirements of any relevant statute, regulation by-law or other notice issued by any Authority relating to fires.

5.5 Health and safety requirements

The Lessee:

- (a) must comply with the Health and Safety Legislation, including ensuring:
 - (i) the Land and Buildings, the means of entering and exiting the Land and Buildings, and anything arising from the Land and Buildings comply with the Health and Safety Legislation; and
 - (ii) that an emergency plan is prepared for the Land and Buildings.
- (b) acknowledges that the Lessee is the relevant duty holder under the Health and Safety Legislation with responsibility for all health and safety matters in connection with the Lessee's management or control of the Land, Buildings and Improvements; and
- (c) acknowledges that as the PCBU with management or control of the Land and Buildings, and the Improvements, the Lessee has the greatest ability to influence and control any risks arising out of:
 - (i) the Lessee's work activities that are being, or will be, carried on;
 - (ii) the use of the Land, Buildings and the Improvements.
- (d) under the Health and Safety Legislation must consult, cooperate and coordinate activities with all other persons who have a health and safety duty in relation to the same matter, including the Lessor where relevant.

5.6 Compliance with Easements

The Lessee will perform and observe the obligations of the Lessor in connection with any easement of any kind for the time being affecting the Land (whether as dominant or servient tenement) including the carrying out effecting or contributing to any works, repairs, or maintenance.

5.7 Improvements, additions and alterations

- (a) The Lessee is the owner of all of the Improvements. The Lessee holds and will hold the Improvements at its own risk in all respects throughout the Term.
- (b) The Lessee may, at any time during the Term but subject always to clause 5.7(e):
 - (i) erect or construct any new Improvements; or
 - (ii) carry out any alterations or additions (whether structural or non-structural) to any existing Improvements; or
 - (iii) carry out substantial repairs to the Improvements, demolition, reinstatement or redevelopment of or to the Improvements,

provided such work is in furtherance of the Permitted Use and the Lessee:

 - (iv) first obtains all necessary resource and building consents and any other approvals required by the relevant Authority;
 - (v) erects or constructs the Improvements or makes such alteration to any existing Improvements in accordance with the consents and approvals given pursuant to clause 5.7(b)(iv) and in strict accordance with the Building Act 2004, the Building Code and regulations, the applicable requirements of any Authority and the general law for the time being in force;
 - (vi) complies with the requirements of any Authority (if any) with regard to protection against the effects of liquefaction on the Land or other damage arising as a result of seismic or other natural event during the Term;
 - (vii) without limiting clause 5.8, complies with the requirements of any Authority (if any) with regard to dealing with any contaminant (as that term is defined in the Resource Management Act 1991) which the Lessee may unearth during the construction of the Improvements which becomes necessary to deal with in order to comply with any consents obtained by the Lessee in connection with the Lessee undertaking and completing the Improvements; and
 - (viii) upon completion of the relevant works, procure a Code Compliance Certificate to be issued in accordance with the Building Act 2004.
- (c) Under no circumstances will the Lessor be liable for any repairs, replacement or maintenance to the interior, exterior or structure of the Improvements.
- (d) The Lessee will not sell or dispose of any earth, clay, gravel, shingle or sand from the Land nor will the Lessee remove any of the same from the Land except so far as is necessary for

the execution of improvement works on the Land or the erection, repair, replacement or maintenance of any Improvements or any part of the Land.

- (e) Subject to clause 5.7(f), on expiry or sooner determination of the Term the Improvements will be deemed to vest in the ownership of the Lessor without compensation, damages or any other claim by the Lessee or any person claiming through the Lessee, and the Lessee will peaceably surrender and yield up to the Lessor the Land and the Improvements, together with all Services relating to the Land and Improvements clean and free from rubbish but otherwise in an as-is, where-is basis; and
- (f) If directed by the Lessor the Lessee will, at the Lessee's cost, dismantle or demolish and remove any Building or Buildings and any Signs from the Land and level the surface of the Land and otherwise yield up the Land in a compliant, clean and tidy state with all Service connections left in a safe condition and free of all rubbish and debris, with such direction to be made by way of written notice given by the Lessor to the Lessee no later than the date being 18 months prior to the expiry of the Term (time being of the essence). If the Lessee fails or refuses to effect such removal and/or to make good any damage to the Land then in addition to any other of its rights and remedies the Lessor may remove all buildings and other improvements not removed by the Lessee and make good any damage to the Land and the Lessee will pay upon demand all costs and expenses incurred by the Landlord in so doing. If the Lessor fails to direct the Lessee under this clause, clause 5.7(e) is deemed to apply.

5.8 Discharges and Contamination

- (a) The Lessee will not discharge on, from, or beneath the surface of the Land, or from any Improvements, any volatile or noxious or dangerous liquids or substances or contaminant (as that term is defined in the Resource Management Act 1991) or hazardous substance (as that term is defined in the Hazardous Substances and New Organisms Act 1996) (**Contaminants**). For the purposes of this clause, a discharge includes (but is not limited to) an escape, a spillage, a breakage, pumping, depositing, pouring, emitting or emptying.
- (b) If such discharge occurs the Lessee will, before the expiry or sooner determination of the Term, do all acts and things necessary to remove any and all Contaminants from the Land under the direction and control of any relevant Authority at the cost of the Lessee, provided however, that the Lessee will not be responsible for any contamination which occurred prior to the Lessee having any access to the Land pursuant to this Lease and was not otherwise caused by the Lessee.
- (c) If any Contaminants on or beneath the surface of the Land give rise to an actionable nuisance or other legal claim or are otherwise the subject of enforcement, prosecution or other similar legal action, whether under the Resource Management Act 1991 or any other environmental law or regulation, the Lessee will keep the Lessor indemnified against any claim or liability arising in relation to such claim or action provided however, that the Lessee will not indemnify the Lessor for any contamination which occurred prior to the Lessee having any access to the Land pursuant to this Lease and was not otherwise caused by the Lessee.

- (d) If the Lessee fails to comply with its obligations under clauses 5.8(b) and 5.8(c), then the Lessee will reimburse the Lessor for any reasonable costs and expenses incurred by the Lessor in:
 - (i) removing any and all Contaminants from the Land, including cleaning up, reinstating, remedying or rendering harmless such contamination; and
 - (ii) carrying out any temporary works required to make the Land safe and free from any Contaminants.
- (e) The Lessee will at all times comply with the requirements of any person having lawful authority in respect of the discharge of liquids or substances into the sewerage reticulation system operated by any relevant Authority.

5.9 Insurance

- (a) The parties acknowledge and agree that the Lessor will not arrange, hold or maintain any insurance policies in respect of the Land.
- (b) The Lessee will at all times and at its own cost arrange, hold and maintain all insurance policies in respect of the Land and Improvements that a prudent lessee of the Land and a prudent owner of the Improvements, carrying on the business of the Lessee would reasonably be expected to have in place on commercially common market terms prevailing at the relevant time. If requested by the Lessor, the Lessee will provide the Lessor with copies of certificates of currency.
- (c) The Lessee will not do anything, or permit anything to be done, which may render void or voidable any policy of insurance effected by the Lessee in respect of the Land and Improvements.

5.10 Damage and Destruction

- (a) If the Improvements are destroyed or damaged then the Lessee will, with all convenient speed, repair and reinstate the Improvements substantially in accordance with its original design or such other design as the Lessee considers appropriate, provided:
 - (i) the Lessee is not prevented by any Act, ordinance, regulation or by-law then in force from doing so;
 - (ii) the Lessee is able to obtain all planning permissions, permits and consents necessary to execute such repairs or reinstatement or rebuilding;
 - (iii) the Lease is not frustrated, or the repairs or reinstatement or rebuilding prevented, for any other reason beyond the control of the Lessee; and
 - (iv) the insurance money recoverable by the Lessee is sufficient to cover such repairs or reinstatement or rebuilding.
- (b) If the Lessee is prevented from repairing or reinstating or rebuilding, having regard to the provisions of clause 5.10(a) then the Lessee will demolish the Improvements and clear the Land of all Improvements, rubbish and debris and thereafter the provisions of clause 5.7 will apply.

- (c) If any destruction or damage to the Land or to any Improvements in or on the Land or any other chattels or fixtures whatsoever in or on the Land occurs, the Lessee or anyone claiming under the Lessee will not be entitled to any compensation or payment whatsoever from the Lessor.

6. ASSIGNMENT AND SUBLETTING

6.1 Subject to clause 6.2 and 6.3, the Lessee will not assign, transfer, sublet or otherwise part with the Lessee's leasehold interest in this Lease or any part thereof without first obtaining the written consent of the Lessor which the Lessor will not unreasonably or arbitrarily withhold or delay if the following conditions are fulfilled:

- (a) The Lessee proves to the reasonable satisfaction of the Lessor that the proposed assignee, transferee or sublessee is respectable, responsible and has the financial resources to meet the Lessee's commitments under this Lease. The Lessee will give the Lessor any additional information reasonably required by the Lessor.
- (b) All money payable by the Lessee to the Lessor up to the date of the proposed assignment, transfer or subletting has been paid.
- (c) There is not any existing unremedied breach by the Lessee of any of the terms of this Lease.
- (d) In the case of an assignment, the Lessee shall deliver to the Lessor a deed duly executed by the Lessee and the proposed assignee in a form acceptable to the Lessor covenanting that the proposed assignee will at all times pay the Annual Rent and observe all the terms and conditions of this Lease (but without releasing the Lessee from the Lessee's obligations under this Lease) and acknowledging that the covenants of the proposed assignee are not in substitution for and do not reduce, prejudice or vary the liability of the Lessee under this Lease; and
- (e) In the case of a sublease, the Lessee shall deliver to the Lessor a deed duly executed by the sublessee (and any guarantors of the sublessee's obligations under the sublease) in a form acceptable to the Lessor;
- (f) All costs incurred by the Lessor (whether or not the proposed assignment, transfer or subletting proceeds to completion) have been paid by the Lessee; and
- (g) Where the Lessor consents to a sublease such consent shall extend to the subletting only and shall not extend to enable the sublessee to deal with the sublease in any way in which the Lessee would be constrained from dealing without obtaining the Lessor's consent.

6.2 Subject to 6.3, if, during the Term, the Lessee intends to assign this Lease to a third party (**Proposed Assignee**), the Lessee will first offer to assign the Lease to the Lessor by delivering to the Lessor a written notice (**Offer to Assign**) specifying the terms and conditions of the proposed assignment to the Proposed Assignee.

- (a) If the Lessor:

- (i) wishes to accept the Offer to Assign, the Lessor will deliver to the Lessee written notice accepting the assignment by no later than 5pm on the date 30 Working Days after the date that the Offer to Assign was received by the Lessor (time to be of the essence); or
 - (ii) does not accept the Offer to Assign in accordance with clause 6.2(a)(i), the Lessee may assign the lease to the Proposed Assignee on terms and conditions that are no more favourable to a Lessee than those contained in the Offer to Assign, provided the Lessee complies with the terms of clause 6.2(b).
- (b) If the Lessee does not proceed with the assignment to the Proposed Assignee in accordance with clause 6.2(a)(i) and intends to assign the lease to a different third party (**Subsequent Proposed Assignee**), the right of first refusal under this 6.2(b) will then apply, and the Subsequent Proposed Assignee will be the Proposed Assignee for the purposes of clause 6.2.

For clarity, any assignee will be bound by the right of first refusal in this clause 6.2.

- 6.3 The Lessee is entitled to assign this Lease to a Permitted Assignee. In the case of an assignment to a Permitted Assignee, the Lessee shall:
- (i) deliver to the Lessor a deed duly executed by the Lessee and the Permitted Assignee in a form acceptable to the Lessor covenanting that the Permitted Assignee will at all times pay the Annual Rent and observe all the terms and conditions of this Lease (but without releasing the Lessee from the Lessee's obligations under this Lease) and acknowledging that the covenants of the Permitted Assignee are not in substitution for and do not reduce, prejudice or vary the liability of the Lessee under this Lease; and
 - (ii) All costs incurred by the Lessor (whether or not the proposed assignment proceeds to completion) have been paid by the Lessee.

7. NO WARRANTY AND LESSEE'S ACKNOWLEDGEMENT OF RISK

- 7.1 The Lessor does not in any way warrant that the Land is now suitable or adequate, or will remain or become suitable or adequate, for any of the purposes of the Lessee and to the fullest extent permitted by law all warranties as to suitability and to adequacy implied by law are expressly negatived.
- 7.2 The Lessee agrees to occupy and to use the Land and Improvements at the Lessee's sole risk and releases the Lessor (to the fullest extent permitted by law) from all claims and demands of any kind including any claim or liability due to damage caused to, or contamination of, the Land and/or the Improvements arising after the Commencement Date and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Land and Improvements arising after the Commencement Date unless caused by any act, omission, neglect, breach or default on the part of the Lessor or any person under its control.
- 7.3 The Lessee has satisfied itself in all respects and will be responsible for satisfying itself throughout the Term (including by the carrying out of soil testing, underground investigation, foundation design or such other action or research as may be necessary) as to the suitability of the Land and/or Improvements for the Permitted Use.

7.4 Except for any act, omission, neglect, breach or default on the part of the Lessor or any person under its control and, without limiting any other term of this Lease, the Lessor will have no obligation or liability of any nature to the Lessee:

- (a) in relation to the state and condition of Land or damage caused to the Land by any event; or
- (b) for any loss of, or damage to, any Improvements or other property of the Lessee; or
- (c) in respect of any loss, damage, cost or expense incurred by the Lessee arising out of its occupancy or use of the Land and the Improvements.

8. INDEMNITY BY LESSEE

8.1 Subject to 8.2, except for any act, omission, neglect, breach or default on the part of the Lessor or any person under its control, the Lessee will indemnify and hold harmless the Lessor from and against all actions, claims, demands, losses, damages, fines, penalties, costs and expenses for which the Lessor is liable in respect of and arising from:

- (a) the Lessee's use of the Land; or
- (b) the Lessee's ownership and use of any and all Improvements; or
- (c) any breach by the Lessee of the terms and conditions of this Lease; or
- (d) the negligent use, waste or abuse by the Lessee or any persons under its control of any water, gas, electricity, oil, lighting or other Services and facilities in, on or about the Land or any Improvements; or
- (e) any loss, damage or injury from any cause whatsoever to property or persons to the extent that such loss, damage or injury is occasioned or contributed to by:
 - (i) the use of the Land or access to the Land by the Lessee or by the condition of the Land and/or the Improvements or any part thereof; or
 - (ii) any act, omission, neglect, breach or default on the part of the Lessee or any person under its control,

to the maximum extent permitted by law.

8.2 The Lessee shall not be liable to the Lessor under clause 8.1 or any part of this Agreement for indirect loss or consequential loss.

9. QUIET ENJOYMENT

9.1 Provided the Lessee performs and observes all covenants, provisos, conditions and agreements contained in this Lease and subject to clause 9.2, the Lessee will, subject to any constraints or limitations of use arising under this Lease, peaceably hold and enjoy the Land without interruption by the Lessor or any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease.

9.2 The Lessee acknowledges that the Lessor is developing the balance of its land adjoining the Land and that such development is likely to result in effects including vibrations, noise, dust and other usual incidence of large scale construction which may have consequences to the Land

(Development). The Lessee agrees that it accepts this Lease on the basis that it is prohibited from objecting to the Development except where the Development has or can be shown to have a materially negative impact on the Land, Improvements or the Lessee's ability to utilise the Land and Improvements for the Permitted Use. The Lessee further agrees not to lodge or permit to be lodged with the Environment Court or any territorial or other authority having jurisdiction any objection to the Development subject to the exception above.

- 9.3 The Lessor acknowledges that the Lessee plans to develop the Land for the Permitted Use and that such development is likely to result in effects including vibrations, noise, dust and other usual incidence of large scale construction which may have consequences to the balance of the Land (the Lessee Development). The Lessor agrees that it accepts this Lease on the basis that it is prohibited from objecting to the Lessee Development except where the Lessee Development has or can be shown to have a materially negative impact on the Lessor's ability to utilise the balance of the Land for the Development.

10. NEGLECT OF OTHER TENANT

- 10.1 The Lessor shall not be responsible to the Lessee for any act or default or neglect of any other tenant of any adjoining property.

11. IMPLIED RELATIONSHIPS/WARRANTY AS TO AUTHORITY

- 11.1 Nothing contained in this Lease will create, constitute or evidence any partnership, joint venture, agency, trust or employer/employee relationship between the parties, and no party may make, or allow to be made, any representation that any such relationship exists between the parties.
- 11.2 The Lessor warrants that it has all required authorisations and consents required to enable it to validly enter into this Lease.
- 11.3 The Lessee warrants that it has all required authorisations and consents required to enable it to validly enter into this Lease.

12. DEFAULT AND TERMINATION

- 12.1 If the Lessee defaults under the terms of this Lease and such default in the reasonable opinion of the Lessor is a serious and material default then the Lessor will be entitled to give written notice to the Lessee specifying the default and giving the Lessee a reasonable time in which to remedy such default depending on the nature, extent and impact of the breach.
- 12.2 Should any default remain unremedied within such reasonable time given to remedy (which will be not less than six months following the receipt of notice under clause 12.1), then the Lessor will be entitled to cancel this Lease, or sue for specific performance or otherwise exercise whatever remedies are available to the Lessor under this Lease and otherwise at law.
- 12.3 Clause 14.8 applies in respect of any failure by the Lessor to take advantage of any default, breach, non-observance or non-performance of any covenant, term or condition on the part of the Lessee to be observed and performed under this Lease.

- 12.4 The Lessor may (but without having any obligation to do so and without limitation to the indemnity in clause 8) elect to remedy any default on the part of the Lessee upon the giving of reasonable prior written notice of the default under clause 12.1 and if the Lessor so elects all costs, interest, penalties and expenses incurred by the Lessor (including recovery of all legal costs and expenses) in remedying such default will be paid by the Lessee to the Lessor immediately on demand. In particular and for clarity, the Lessor's rights pursuant to this clause include all rights and powers of the Lessor to enter the Land pursuant to clause 5.3(c) and effect any and all necessary repairs required as a result of a consistent and flagrant default by the Lessee of its obligations to keep and maintain the Land and Improvements pursuant to clause 5.3(a) and 5.3(b).
- 12.5 The Lessee may terminate this Lease on three years written notice to the Lessor. If the Lessee exercises this right the Lessor has eighteen months from receipt of the notice to give notice under 5.7(f) directing the Lessee to dismantle or demolish or remove the Building on the terms of that clause. If the Lessor does not give notice under clause 5.7(f) then the regime in clause 5.7(e) shall apply on the termination of the Lease.

13. INTEREST ON UNPAID MONEY

- 13.1 If the Lessee defaults in payment of money payable under this Lease for 10 Working Days (in which respect time will be of the essence) then the Lessee will pay on demand interest at the Default Interest Rate on the money unpaid from the due date for payment to the date of payment.

14. GENERAL

14.1 Registration

- (a) The Lessor will register this Lease under the provisions of the Land Transfer Act 2017.
- (b) On expiry or sooner determination of this Lease, the Lessor and Lessee will do all things reasonably necessary to remove this Lease from the record of title to the Land.

14.2 Notices

- (a) Any notice or other document required to be given, delivered or served pursuant to this Lease will be in writing and given in the manner described in sections 353 to 361 of the Property Law Act 2007.
- (b) Any notice or other document will be deemed to have been given or served and received by the other party:
 - (i) when delivered by hand;
 - (ii) 3 Working Days after being posted by registered mail with postage prepaid; or
 - (iii) on written acknowledgement of receipt after being sent by email.

14.3 Costs

- (a) The parties will each pay their own costs, including solicitors' costs, of preparing and finalising this Lease.

- (b) The Lessee will pay all government tax duty at any time payable on this Lease or any variation to this Lease.
- (c) The Lessee will pay all reasonable costs, charges and expenses for which the Lessor becomes liable in consequence of or in connection with any consent sought under this Lease or as a result of any breach or default by the Lessee in the performance or observance of any of the terms, covenants and conditions of this Lease.
- (d) The Lessor will pay all reasonable costs, charges and expenses for which the Lessee will become liable as a result of any breach or default of the Lessor in the performance or observance of any of the terms, covenants and conditions of this Lease.

14.4 Dispute Resolution

All differences and disputes which may arise between the parties in respect of this Lease will, if they cannot be resolved as between the parties within a reasonable period (in any event not less than 20 Working Days) of the difference or dispute arising, be referred to arbitration in New Zealand by one arbitrator (agreed on by the parties or, if they are unable to agree within 10 Working Days, one appointed by the President or any Vice-President for the time being of the Auckland District Law Society) in accordance with the Arbitration Act 1996.

14.5 Implied Terms

- (a) The covenants, conditions and powers implied in leases by sections 218-220 (inclusive) and Schedule 3 of the Property Law Act 2007 are not implied in this Lease and are expressly excluded.
- (b) To the extent permitted by law, the application to the Lease of any moratorium or other law, Act or regulation having the effect of extending the term, reducing or postponing the payment of money payable under the Lease or otherwise materially affecting the operation of the terms of the Lease is expressly excluded and negated.

14.6 Entire Agreement

This Lease constitutes the entire agreement between the parties and supersedes and extinguishes all prior agreements and understandings between the parties about its subject matter.

14.7 Clauses surviving expiry or sooner determination

The following clauses will survive expiry or sooner determination of the Lease:

- (a) Clause 5.7(e) (removal of Improvements by Lessee);
- (b) Clause 5.8 (removal of contamination);
- (c) Clause 8 (Indemnity by Lessee).

14.8 Limitation on waiver

No waiver by the Lessor of any breach of this Lease will operate as a waiver of any similar or subsequent breach. No custom or practice which may exist or develop between the parties will be construed to waive or lessen any rights, powers or privileges at law or in equity for the Lessor to insist on the strict observance by the Lessee of this Lease.

14.9 Partial invalidity

The invalidity of any part or provision of this Lease will not affect the enforceability of any other part or provision in this Lease.

14.10 Governing Law

This Lease will be construed and take effect in accordance with the laws of New Zealand. Each party irrevocably submits to the exclusive jurisdiction of the courts of New Zealand for the purpose of hearing and determining disputes under or in connection with this Lease.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

RELEASED UNDER THE OFFICIAL INFORMATION ACT

From: [Barry Bragg](#)
To: [David Meates](#); [John Hansen](#)
Cc: [Tim Lester](#)
Subject: RE: Car Parking Paper- for Board Approval[EXTERNAL SENDER]
Date: Monday, 10 August 2020 10:45:26 PM
Attachments: [image001.jpg](#)

Thanks David.

The Board paper looks complete to me – I have no suggested additions or amendments.

Ngā Mihi,

Barry Bragg

Managing Director Nuenz

Chairman Ngai Tahu Farming

Deputy Chairman Stevenson Group Limited

Level 2, Building 12, Hazeldean Business Park, 12 Hazeldean Rd, Addington, Christchurch 8024

PO Box 2341, Christchurch 8140, New Zealand

9(2)(a)

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Double Up

INFORMATION ACT

From: [David Meates](#)
To: [John Hansen](#)
Cc: [Barry Bragg](#)
Subject: Antigua Street PPP proposal - Paper
Date: Wednesday, 1 July 2020 7:19:00 PM
Attachments: Double up of pages 91-143

John

As requested, please find **attached** a Paper for Board consideration and direction regarding the land out PPP.

I've also **attached** the Heads of Agreement being negotiated between Otakaro, CDHB, LINZ and Medcar by Tim Lester (Appendix 2 to the paper- Tim's comments shown). In the interest of time, ideally we get approval of *the form* of HoA at the same time, so that we can finalise and sign without bringing it back to the Board. I don't see any issues in reaching agreement with the parties on the HoA. It will go through usual CDHB sign-off (as well as Ministerial signoff given it commits us to dispose of the ASC and enter into a co-operative arrangement with Otakaro/LINZ/Medcar).

Could you review the attached Board paper and advise

Ngā mihi

David Meates, MNZM

Chief Executive | Canterbury District Health Board and West Coast District Health Board

T: 03 364 4110 (ext 62110) | E: david.meates@cdhb.health.nz

P O Box 1600, Christchurch 8140

www.cdhb.health.nz | www.westcoastdhb.org.nz



Values – Ā Mātou Uara

Care and respect for others - Manaaki me te whakaute i te tangata | Integrity in all we do - Hāpai i ā mātou mahi katoa i runga i te pono | Responsibility for outcomes - Te Takohanga i ngā hua

AGENDA – PUBLIC

**CANTERBURY DISTRICT HEALTH BOARD
EMERGENCY MEETING**

**to be held in the Board Room, Level 1, 32 Oxford Terrace, Christchurch
Tuesday, 4 August 2020 commencing at 12.30pm**

	Apologies		12.30pm
1.	Conflict of Interest Register		
2.	Resolution to Exclude the Public		
ESTIMATED FINISH TIME – PUBLIC MEETING			12.35pm

**NEXT MEETING
Thursday, 20 August 2020 at 9.30am**

ATTENDANCE

CANTERBURY DISTRICT HEALTH BOARD MEMBERS

Sir John Hansen (Chair)
Gabrielle Huria (Deputy Chair)
Barry Bragg
Catherine Chu
Andrew Dickerson
James Gough
Jo Kane
Aaron Keown
Naomi Marshall
Ingrid Taylor

Executive Support

David Meates – *Chief Executive*
Evon Currie – *General Manager, Community & Public Health*
Michael Frampton – *Chief People Officer*
Mary Gordon – *Executive Director of Nursing*
Carolyn Gullery – *Executive Director Planning, Funding & Decision Support*
Jacqui Lunday-Johnstone – *Executive Director of Allied Health, Scientific & Technical*
Hector Matthews – *Executive Director Maori & Pacific Health*
Sue Nightingale – *Chief Medical Officer*
Karalyn Van Deursen – *Executive Director of Communications*
Stella Ward – *Chief Digital Officer*
Justine White – *Executive Director Finance & Corporate Services*
Anna Craw – *Board Secretariat*
Kay Jenkins – *Executive Assistant, Governance Support*

BOARD ATTENDANCE SCHEDULE – 2020

Canterbury
District Health Board
Te Roari Hauora o Waitaha

NAME	25/02/20	19/03/20	16/04/20	01/05/20 SM	21/05/20	18/06/20	16/07/20	20/08/20	17/09/20	15/10/20	19/11/20	17/12/20
Sir John Hansen (Chair)	√	√	√	√	√	√	√					
Gabrielle Huria (Deputy Chair)	√	√	√	√	√	√	^					
Barry Bragg	^	√	√	√	√	√	√					
Sally Buck	#	^	~	~	~	~	** 08/07/2020					
Catherine Chu	^	√	√	√	√	√	^					
Andrew Dickerson	√	√	√	√	√	√	√					
James Gough	√	√	√	√	√	√	√					
Jo Kane	√	√	√	√	√	√	√					
Aaron Keown	√	√	√	√	√	√	√					
Naomi Marshall	√	√	√	√	√	√	√					
Ingrid Taylor	√	√	√	√	√	√	√					

√ Attended
x Absent
Absent with apology
^ Attended part of meeting
~ Leave of absence
* Appointed effective
** No longer on the Board effective

CONFLICTS OF INTEREST REGISTER

CANTERBURY DISTRICT HEALTH BOARD

(CDHB)

Canterbury
District Health Board
Te Poari Hauora o Waitaha

(As disclosed on appointment to the Board/Committee and updated from time-to-time, as necessary)

<p>Sir John Hansen Chair CDHB</p>	<p>Bone Marrow Cancer Trust – Trustee</p> <p>Canterbury Clinical Network Alliance Leadership Team - Chair</p> <p>Canterbury Clinical Network Oxford and Surrounding Area Health Services Development Group - Member</p> <p>Canterbury Cricket Trust - Member</p> <p>Christchurch Casino Charitable Trust - Trustee</p> <p>Court of Appeal, Solomon Islands, Samoa and Vanuatu</p> <p>Dot Kiwi – Director and Shareholder</p> <p>Judicial Control Authority (JCA) for Racing – Appeals Tribunal Member The JCA is an independent statutory authority constituted under the Racing Act. The JCA ensures that judicial and appeal proceedings in thoroughbred and harness racing are heard and decided fairly, professionally, efficiently and in a consistent and cost effective manner.</p> <p>Ministry Primary Industries, Costs Review Independent Panel</p> <p>Rulings Panel Gas Industry Co Ltd</p> <p>Sir John and Ann Hansen's Family Trust – Ingrid Taylor sits as independent Trustee; and provides legal services to the Trust and to Sir John and Ann Hansen.</p>
<p>Gabrielle Huria Deputy Chair CDHB</p>	<p>Nitrates in Drinking Water Working Group – Member A discussion forum on nitrate contamination of drinking water.</p> <p>Pegasus Health Limited – Sister is a Director Primary Health Organisation (PHO).</p> <p>Rawa Hohepa Limited – Director Family property company.</p> <p>Sumner Health Centre – Daughter is a General Practitioner (GP) Doctor's clinic.</p> <p>Te Runanga o Ngai Tahu – General Manager Tribal Entity.</p> <p>The Royal New Zealand College of GPs – Sister is an “appointed independent Director” College of GPs.</p>

Barry Bragg	<p>Air Rescue Services Limited - Director Subsidiary of the Canterbury West Coast Air Rescue Trust. Has gaming licenses with specified purpose of fundraising for air rescue services.</p> <p>Canterbury West Coast Air Rescue Trust – Trustee The Trust has a services agreement with Garden City Helicopters for the provision of air rescue and air ambulance services. Garden City Helicopters has a long-term air ambulance contract with the CDHB.</p> <p>Farrell Construction Limited - Shareholder Farrell's Construction Limited is a commercial and light commercial construction company based in Christchurch.</p> <p>New Zealand Flying Doctor Service Trust – Trustee The Trust has a services agreement with Garden City Helicopters for the provision of air ambulance services. Garden City Helicopters has a long-term air ambulance contract with the CDHB.</p> <p>Ngai Tahu Farming – Chairman Farming interests in North Canterbury and Queenstown Lakes District and Forestry interests in Canterbury, West Coast and Otago regions.</p> <p>Paenga Kupenga Limited – Chair Commercial arm of Ngai Tuahuriri Runanga</p> <p>Quarry Capital Limited – Director Property syndication company based in Christchurch</p> <p>Stevenson Group Limited – Deputy Chairman Property interests in Auckland and mining interests on the West Coast.</p> <p>Verum Group Limited – Director Verum Group Limited provides air quality testing and asbestos sampling and analysis services; methamphetamine contamination testing; dust; gas and noise workplace monitoring services in New Zealand. There is the potential for future work with the CDHB.</p>
Catherine Chu	<p>Christchurch City Council – Councillor Local Territorial Authority</p> <p>Riccarton Rotary Club – Member</p> <p>The Canterbury Club – Member</p>
Andrew Dickerson	<p>Canterbury Health Care of the Elderly Education Trust - Chair Promotes and supports teaching and research in the care of older people. Recipients of financial assistance for research, education or training could include employees of the CDHB.</p> <p>Canterbury Medical Research Foundation - Member Provides financial assistance for medical research in Canterbury. Recipients of financial assistance for research, education or training could include employees of the CDHB.</p> <p>Heritage NZ - Member</p>

	<p>Heritage NZ's mission is to promote the identification, protection, preservation and conservation of the historical and cultural heritage of New Zealand. It identifies, records and acts in respect of significant ancestral sites and buildings. CDHB owns buildings that may be considered to have historical significance and Heritage NZ has already been involved with CDHB buildings.</p> <p>Maia Health Foundation - Trustee Is a charitable trust established to support health care in the CDHB area. Current projects include fundraising for a rooftop helipad and enhancements to the children's wards at Christchurch Hospital.</p> <p>NZ Association of Gerontology - Member Professional association that promotes the interests of older people and an understanding of ageing.</p>
James Gough	<p>Amyes Road Limited – Shareholder Formally Gough Group/Gough Holdings Limited. Currently liquidating.</p> <p>Christchurch City Council – Councillor Local Territorial Authority. Includes appointment to Fendalton/Waimairi/Harewood Community Board</p> <p>Christchurch City Holdings Limited (CCHL) – Director Holds and manages the Council's commercial interest in subsidiary companies.</p> <p>Civic Building Limited – Chairman Council Property Interests, JV with Ngai Tahu Property Limited.</p> <p>Countrywide Residential (2018) Limited – Director/Shareholder Residential Property Development</p> <p>Gough Corporation Holdings Limited – Director/Shareholder Holdings company.</p> <p>Gough Property Corporation Limited – Director/Shareholder Manages property interests.</p> <p>The Antony Gough Trust – Trustee Trust for Antony Thomas Gough</p> <p>The McLean Institute Trust – Trustee Trust for the McLean Institute</p> <p>The Russley Village Limited – Shareholder Retirement Village. Via the Antony Gough Trust</p> <p>The Terrace Car Park Limited – (Alternate) Director Property company – manages The Terrace car park (under construction)</p> <p>The Terrace On Avon Limited – (Alternate) Director Property company – manages The Terrace.</p>
Jo Kane	<p>Christchurch Resettlement Services - Member Christchurch Resettlement Services provides a range of services to people from refugee and migrant backgrounds. It works alongside refugee communities in delivering services that aim to achieve positive resettlement outcomes.</p>

	<p>HurriKane Consulting – Project Management Partner/Consultant A private consultancy in management, communication and project management. Any conflicts of interest that arise will be disclosed/advised.</p> <p>Latimer Community Housing Trust – Project Manager Delivers social housing in Christchurch for the vulnerable and elderly in the community.</p> <p>NZ Royal Humane Society – Director Provides an awards system for acts of bravery in New Zealand. It is not anticipated any conflicts of interest will arise.</p>
Aaron Keown	<p>Christchurch City Council – Councillor and Community Board Member Elected member and of the Fendalton/Waimairi/Harewood Community Board.</p> <p>Christchurch City Council – Chair of Disability Issues Group</p> <p>Grouse Entertainment Limited – Director/Shareholder</p>
Naomi Marshall	<p>Riccarton Clinic & After Hours – Employee Employed as a Nurse. Riccarton Clinic & After Hours provides general practice and after-hours care. It is part privately and PHO funded. The PHO receives funding from the CDHB.</p>
Ingrid Taylor	<p>Loyal Canterbury Lodge (LCL) – Manchester Unity – Trustee LCL is a friendly society, administering funds for the benefit of members and often makes charitable donations. One of the recipients of such a donation may have an association with the CDHB.</p> <p>Manchester Unity Welfare Homes Trust Board (MUWHTB) – Trustee MUWHTB is a charitable Trust providing financial assistance to organisations in Canterbury associated with the care and assistance of older persons. Recipients of financial assistance may have an association with the CDHB.</p> <p>Sir John and Ann Hansen's Family Trust – Independent Trustee.</p> <p>Taylor Shaw – Partner Taylor Shaw has clients that are employed by the CDHB or may have contracts for services with the CDHB that may mean a conflict or potential conflict may arise from time to time. Such conflicts of interest will need to be addressed at the appropriate time.</p> <ul style="list-style-type: none"> I / Taylor Shaw have acted as solicitor for Bill Tate and family. <p>The Youth Hub – Trustee The Youth Hub is a charitable Trust established to provide residential and social services for the Youth of Canterbury, including services for mental health and medical care that may include involvement with the CDHB.</p>

RESOLUTION TO EXCLUDE THE PUBLIC
TO: Chair and Members, Canterbury District Health Board
PREPARED BY: Anna Crow, Board Secretariat
APPROVE BY: Justine White, Executive Director, Finance & Corporate Services
DATE: 4 August 2020

 Report Status – For: Decision ☒ Noting ☐ Information ☐
1. ORIGIN OF THE REPORT

The following agenda items for the meeting are to be held with the public excluded. This section contains items for discussion that require the public to be excluded for the reasons set out below. The New Zealand Public Health and Disability Act 2000 (the *Act*), Schedule 3, Clauses 32 and 33, and the Canterbury DHB Standing Orders (which replicate the Act) set out the requirements for excluding the public.

2. RECOMMENDATIONS

That the Board:

- i resolves that the public be excluded from the following part of the proceedings of this meeting, namely item 1;
- ii. notes that the general subject of each matter to be considered while the public is excluded and the reason for passing this resolution in relation to each matter and the specific grounds under Schedule 3, Clause 32 of the Act in respect to these items are as follows:

	GENERAL SUBJECT OF EACH MATTER TO BE CONSIDERED	GROUND(S) FOR THE PASSING OF THIS RESOLUTION	REFERENCE – OFFICIAL INFORMATION ACT 1982 (Section 9)
1.	Staffing Numbers	Protect the privacy of natural persons. To carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).	S9(2)(a) s9(2)(j)

- iii notes that this resolution is made in reliance on the Act, Schedule 3, Clause 32 and that the public conduct of the whole or the relevant part of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under any of sections 6, 7 or 9 (except section 9(2)(g)(i)) of the Official Information Act 1982.

3. SUMMARY

The Act, Schedule 3, Clause 32 provides:

“A Board may by resolution exclude the public from the whole or any part of any meeting of the Board on the grounds that:

- (a) *the public conduct of the whole or the relevant part of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under any of sections 6, 7 or 9 (except section 9(2)(g)(i)) of the Official Information Act 1982.*

In addition Clauses (b) (c) (d) and (e) of Clause 32 provide further grounds on which a Board may exclude members of the public from a meeting, which are not considered relevant in this instance.

Clause 33 of the Act also further provides:

- (1) *Every resolution to exclude the public from any meeting of a Board must state:*
 - (a) *the general subject of each matter to be considered while the public is excluded; and*
 - (b) *the reason for the passing of that resolution in relation to that matter, including, where that resolution is passed in reliance on Clause 32(a) the particular interest or interests protected by section 6 or 7 or section 9 of the Official Information Act 1982 which would be prejudiced by the holding of the whole or the relevant part of the meeting in public; and*
 - (c) *the grounds on which that resolution is based (being one or more of the grounds stated in Clause 32)*
- (2) *Every resolution to exclude the public must be put at a time when the meeting is open to the public, and the text of that resolution must be available to any member of the public who is present and form part of the minutes of the Board.*

MINUTES OF THE CANTERBURY DISTRICT HEALTH BOARD EMERGENCY MEETING
held in the Board Room, Level 1, 32 Oxford Terrace, Christchurch
on Tuesday, 4 August 2020 commencing at 12.40pm

BOARD MEMBERS

Sir John Hansen (Chair); Barry Bragg; Catherine Chu; Andrew Dickerson; James Gough; Gabrielle Huria; Jo Kane; Aaron Keown; Naomi Marshall; and Ingrid Taylor.

EXECUTIVE SUPPORT

Kay Jenkins (Executive Assistant, Governance Support).

APOLOGIES

There were no apologies.

1. INTEREST REGISTER**Additions/Alterations to the Interest Register**

There were no additions or alterations to the Interest Register.

Declarations of Interest for Items on Today's Agenda

There were no declarations of interest for items on today's agenda.

Perceived Conflicts of Interest

There were no perceived conflicts of interest.

2. RESOLUTION TO EXCLUDE THE PUBLIC**Resolution (28/20)**

(Moved Sir John Hansen/seconded Ingrid Taylor - carried)

“That the Board:

- i resolves that the public be excluded from the following part of the proceedings of this meeting, namely item 1;
- ii. notes that the general subject of each matter to be considered while the public is excluded and the reason for passing this resolution in relation to each matter and the specific grounds under Schedule 3, Clause 32 of the Act in respect to these items are as follows:

	GENERAL SUBJECT OF EACH MATTER TO BE CONSIDERED	GROUND(S) FOR THE PASSING OF THIS RESOLUTION	REFERENCE – OFFICIAL INFORMATION ACT 1982 (Section 9)
1.	Staffing Numbers (as amended at 20 August 2020 meeting – confirmation of minutes)	Protect the privacy of natural persons. To carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).	S9(2)(a) s9(2)(j)

- iii notes that this resolution is made in reliance on the Act, Schedule 3, Clause 32 and that the public conduct of the whole or the relevant part of the meeting would be likely to result in the

disclosure of information for which good reason for withholding would exist under any of sections 6, 7 or 9 (except section 9(2)(g)(i)) of the Official Information Act 1982.”

There being no further business the public meeting closed at 12.45pm.

Sir John Hansen, Chair

Date of approval

RELEASED UNDER THE OFFICIAL INFORMATION ACT



**CANTERBURY DISTRICT HEALTH BOARD
EMERGENCY MEETING - PUBLIC EXCLUDED**
to be held in the Board Room, Level 1, 32 Oxford Terrace, Christchurch
Tuesday, 4 August 2020

1.	Staffing Numbers		12.35pm
ESTIMATED MEETING FINISH TIME			TBA

NEXT MEETING
Thursday, 20 August 2020 at 9.30am

RELEASED UNDER THE OFFICIAL INFORMATION ACT

STAFFING NUMBERS

Canterbury
District Health Board
Te Poari Hauora o Waitaha

NOTES ONLY PAGE

RELEASED UNDER THE OFFICIAL INFORMATION ACT

**MINUTES – PUBLIC EXCLUDED EMERGENCY MEETING
CANTERBURY DISTRICT HEALTH BOARD
held on Tuesday 4 August 2020**

BOARD MEMBERS

Sir John Hansen (Chair); Barry Bragg; Catherine Chu; Andrew Dickerson; James Gough; Gabrielle Huria; Jo Kane; Aaron Keown; Naomi Marshall; and Ingrid Taylor.

EXECUTIVE SUPPORT

There was no executive support as this was a “Board Only” meeting.

1. STAFFING NUMBERS

Discussion took place regarding staffing numbers and also the resignation of the Chief Executive and members of the Executive team.

Resolution (PE52/20)

“That the Board:

(Moved: Sir John Hansen/Seconded: Barry Bragg - carried)

(Jo Kane and Andrew Dickerson voted against)

- i. agrees, through the Chair, to accept the Chief Executive’s resignation;

(Moved: Sir John Hansen/Seconded: Gabrielle Huria - carried)

(Jo Kane and Andrew Dickerson voted against)

- ii. agrees that the Remuneration & Appointments Committee source a number of recruitment firms and request proposals from them to recruit for a new Chief Executive with the proviso that there was to be a discussion with the Chief Executive; and
- iii. agrees that the Chair initiates a discussion with Ashley Bloomfield regarding the possibility of an interim or acting role and bring back to the Board for discussion.”

The meeting concluded at 2.15pm

Sir John Hansen, Chair

Date of approval

2020/21 ANNUAL PLAN UPDATE

TO: Chair and Members, Canterbury District Health Board

PREPARED BY: Sarah Ioannou, Senior Advisor, Planning & Performance
 Melissa Macfarlane, Team Lead, Planning & Performance

APPROVED BY: Carolyn Gullery, Executive Director, Planning Funding & Decision Support
 Justine White, Executive Director, Finance & Corporate Services

DATE: 18 June 2020

Report Status – For:	Decision <input type="checkbox"/>	Noting <input checked="" type="checkbox"/>	Information <input type="checkbox"/>
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1. ORIGIN OF THE REPORT

This paper has been prepared to provide the Board with an overview of updated Ministry guidance and expectations for Annual Plans, feedback received on the first draft, progress on development of the final version, and revised timelines for submission of the 2020/21 Plans.

2. RECOMMENDATION

That the Board:

- i. notes the additional areas of expectation to be incorporated into DHB Annual Plans;
- ii. notes the feedback received on the first draft Annual Plan;
- iii. notes the revised delivery timeline for the Annual Plan;
- iv. notes an update on financial implications will be provided at the Board meeting; and
- v. notes an updated draft Plan will be submitted on 22 June 2020, in line with expectations.

3. SUMMARY

The first draft of the DHB's 2020/21 Annual Plan was submitted to the Ministry of Health on 2 March 2020, in line with national expectations.

Following the COVID-19 pandemic lockdown, the timeframes for feedback on first drafts and submission of the next round of accountability documents were revised, with the next draft of the Annual Plans delayed from May to June 2020.

The Ministry provided an updated Planning Package on 19 May 2020, revising the Annual Plan Guidance. This revision included updates to expectations in several focus areas, two new additional areas of focus to be covered in the Annual Plans and several additional expectations related to the impact of the COVID-19 pandemic.

The DHB was also provided with the updated performance measures set, financial envelope and feedback on the first drafts of the Annual Plans. The planned care expectations were provided on 5 June 2020 with the associated volume schedule received on 10 June 2020. These are being worked through to complete the financial templates and production plans.

The DHB is working through the new Annual Plan expectations and feedback and preparing an updated draft for submission to the Ministry 22 June 2020. Further feedback is anticipated, as the DHB has been advised to allow for a final approved version to be submitted in late July 2020.

The Planning Team is working closely with Alliance and Operational project leads to ensure continued alignment of workplans and activity and incorporation of COVID responses and service changes.

4. **DISCUSSION**

Updated Planning Timeframe

The updated Planning Package released 19 May 2020, included a revised timeline for submission of the Annual Plan with an updated draft required 22 June 2020 and advice that DHB's should plan for approval of final Annual Plans by their Board in late July 2020. Further timeline clarification will be coming from the Ministry in June.

The Minister of Health has extended the timeline for DHB to finalise and publish their 2020/21 Statements of Service Performance (that sit alongside our Annual Plans) to 15 August 2020. This is to reflect the revised timelines for finalising Annual Plans due to COVID-19 impacts, and to ensure Statements of Service Performance align with DHB annual plans.

Updated 2020/21 Timeframes	
2 March	DHBs submit draft Annual Plan to the Ministry
30 April	DHBs submit draft SLM Improvement Plan to the Ministry
19 May	Ministry provides updated Planning Package with revised Planning Guidance
20 May	Ministry provides formal feedback on draft Annual Plans
22 June	DHBs submit 2 nd draft Annual Plan (incorporating updated expectations and feedback on first drafts) and final SLM Improvement Plan
3 July	DHB submit Planned Care Production Plans to the Ministry
TBC July	Ministry provide feedback on 2 nd draft Annual Plan
TBC July	Final Annual Plan approved by the Board
TBC late July	Final Annual Plan submitted to the Ministry
15 August	DHBs submit final Statement of Service Performance
TBC	Ministry provides final Approval of Plans

Updated Annual Plan Expectations

The May Planning Package included revised Annual Plan Guidance. The revision included two new priority focus areas: Air Ambulance Centralised Tasking and Workforce Covid-19 (attached as Appendix 1). It also included new COVID-related expectations for several focus areas including: Improving Sustainability, Immunisation, School-based Health Services, Antimicrobial Resistance, Smokefree 2025, Bowel Screening, Primary Care Integration, Pharmacy and Service Changes. Small general updates were made to the expectations for Cancer, Healthy Ageing and the Regional Service Plan focus areas.

The DHB received an updated performance measures set for 2020/21, confirming reporting expectations for the coming year. This will be added into the Plan to replace the older set. There were no surprises in this update.

The Ministry also provided feedback on the draft Annual Plan (20 May 2020). The feedback included six red areas that required actions to be more clearly outlined (four of which related to savings plan areas not completed in Canterbury's first draft). Engagement and Obligations as a Treaty Partner, and Family Violence and Sexual Violence were the final two red areas requiring further work. The DHB also had 26 orange areas where technical fixes are required and 25 green area which were approved by the Ministry teams. Most of the orange feedback related to

clarification of wording and requests for confirmation of equity actions. The feedback is attached as Appendix 2.

Updated Financials

The Ministry's DHB financial monitoring team has been engaging with DHB finance teams during April and May to provide specific feedback on the first drafts of the financial plans. As part of the updated Annual Plan guidance, the Ministry's expectation is that increased funding for 2020/21 will be used to significantly improve DHB deficit positions and all DHBs will be expected to deliver robust and appropriately improving financial positions in their final Plans.

DHBs have also been advised to exclude any allowance for COVID-19 impacts in the 2nd draft of their financial plans. The Ministry have advised they intend to allow for COVID-19 separately, either as a subsequent 2020/21 plan change or as part of the monthly financial forecast process.

The planned care expectations were provided on 5 June 2020 with the associated funding schedule received on 10 June 2020. The impact of these expectations and funding are being worked through to complete the financial templates and production plans. The DHB's planned care production plan is due to the Ministry 3 July 2020.

Next Steps

The Planning Team has distributed the additional expectations and feedback to focus area leads and are working on updating the orange and red sections for resubmission to the Ministry as required 22 June 2020. Much of the feedback is straightforward to address and a Maori leadership meeting on 10 June 2020 will support the delivery of the Maori Health Strategy and Whanau Ora focus areas of the Annual Plan. These were not completed in the first draft due to the delayed release of the national Maori Health Strategy and although this is still yet to be released, additional direction has been provided to support completion of these sections.

The updated draft will be worked through with the CCN Programme Office leads to ensure continued alignment with the CCN workplans. Key milestone dates will be checked to ensure activity is still able to be delivered to initial timeframes, considering delays due to COVID.

An additional requirement for the Plan includes identification of any service changes that were made because of COVID, which will continue into 2020/21. The Planning Team is working to identify these from across our system to incorporate these into the Plan.

The draft Statement of Performance Expectations is being updated in line with the updated national performance measures set provided with the revised Planning Package. This will be submitted to the Ministry 22 June 2020 alongside the updated draft Annual Plan.

The savings plan focus areas are being completed by Executive Management Leads over the coming week as the final financial and volume delivery expectations come through. This work will be presented, alongside an update on the financial impact of the updated funding envelope and the planned care schedules, to the Board at the meeting 18 June 2020 before the draft Plan is submitted for further review by the Ministry.

We anticipate further feedback from the Ministry following submission of the 2nd draft in June, and the Planned Care Production Plan 3 July 2020. The DHB will continue to work on the Annual Plan and Statement of Service Performance for approval by the Board in late July 2020.

5. APPENDICES

Appendix 1: Additional Areas of Expectation

Appendix 2: Annual Plan Feedback from the Ministry of Health

2020/21 PLANNING UPDATE

TO: Chair and Members, Canterbury District Health Board

PREPARED BY: Sarah Ioannou, Senior Advisor, Planning & Performance
Melissa Macfarlane, Team Lead, Planning & Performance

APPROVED BY: Carolyn Gullery, Executive Director, Planning Funding & Decision Support
Justine White, Executive Director, Finance & Corporate Services

DATE: 16 July 2020

Report Status – For:	Decision <input checked="" type="checkbox"/>	Noting <input type="checkbox"/>	Information <input type="checkbox"/>
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1. ORIGIN OF THE REPORT

This report has been prepared to provide the Board with an update on progress and further Ministry expectations, with regards to finalising the DHB's accountability documents for 2020/21.

2. RECOMMENDATION

That the Board:

- i. approves the final 2020/21 System Level Measures Improvement Plan (Appendix 1);
- ii. notes the updated Draft 2020/21 Annual Plan, as submitted to the Ministry 22 June (Appendix 2);
- iii. notes the updated timelines for approval of the 2020/21 Annual Plans;
- iv. notes the Ministry feedback on the 22 June Draft Annual Plan received 9 July (Appendix 3);
- v. approves the updated Annual Plan sections (in response to the 9 July feedback) for submission to the Ministry 17 July (to be provided prior to and at the Board meeting);
- vi. approves the updated Annual Plan financial position (in response to the 9 July feedback) for submission to the Ministry 17 July (to be presented at the Board meeting); and
- vii. delegates authority to the Board Chair, Deputy Chair, and Chair of the Quality, Finance, Audit and Risk Committee to approve submission of the final Annual Plan to the Ministry of Health, before 31 July.

3. SUMMARY

Canterbury's Draft System Level Measures Improvement Plan was submitted to the Ministry of Health 3 May 2020. Feedback was provided by the Ministry, giving approval for the Plan with minor amendments. These amendments have now been made and a final version of this Plan is presented to the DHB Board for approval.

Following the Board meeting 18 June, and in line with Ministry expectations and feedback, an updated Draft Annual Plan (incorporating the Service Performance Expectations) was submitted to the Ministry 22 June. This Plan is attached for the Board's review.

The submission timeframes for the final Annual Plans has been confirmed along with feedback on the 22 June Draft Plans. A further iteration of the DHB's Plan, responding to the feedback, is to be resubmitted to the Ministry 17 July with a Board approved version to be provided following final feedback on this version from the Ministry – before the end of July.

The DHB teams are working on responding to the latest feedback provided 9 July and updating the relevant outstanding sections. It is intended that these will be provided to the Board for review prior to submission of the next draft to the Ministry 17 July.

The Ministry has also provided feedback on the DHB's financial position, presented in the Draft Annual Plan 22 June. This will be discussed further with the Board at the meeting 16 July.

Due to the timing of Board meetings in July and August the Board is asked to delegate approval of the final Annual Plan to allow the DHB to meet the tight timeframes for the final submissions.

4. DISCUSSION

SLM Improvement Plan (Appendix 1)

Following Board approval in April, Canterbury's Draft System Level Measures Improvement Plan was submitted to the Ministry 3 May 2020. Feedback was provided by the Ministry 16 May, giving approval for the Plan with minor amendments. These amendments have now been made and a final Plan is being presented to the DHB Board and the Canterbury Clinical Network Alliance Leadership Team for approval. It will then be signed and made public on our website.

The final Improvement Plan is attached as Appendix 1 and the amendments have been tracked through the document. The amendments are in response to the Ministry feedback and following consideration of the COVID-19 impact on work programmes. Changes are considered minor and mostly consist of wording in the action tables. Two new actions have been added under the 0-4-year-old ASH Rate and Acute Hospital Bed Days measure. These were to: refine the process for children who are not engaging with oral health services; and support existing Pacific health providers to improve health services for Pacific peoples.

To ensure prompt payment of the System Level Measures funding to PHOs (associated with this Plan), the final Improvement Plan will be resubmitted to the Ministry following approval of the Board and the Alliance Leadership Team on 20 June.

Annual Plan (Appendix 2)

The first draft of the DHB's 2020/21 Annual Plan was submitted to the Ministry on 2 March. On 19 May the Ministry provided an updated Planning Package with updated expectations and feedback on the first draft. A summary of the updates and a copy of Canterbury's feedback was provided to the Board at its 18 June meeting.

In accordance with the revised guidance an updated Draft Plan was then resubmitted to the Ministry, responding to the additional expectations and feedback 22 June. This updated Draft Annual Plan is attached as Appendix 2 with the amendments tracked through the document.

Updated Submission Timeframes

On 9 June the Ministry provided DHBs with an updated timeframe for submission of the final 2020/21 Annual Plans and Statements of Service Performance. This updated timeframe advised that DHBs are to have their plans in a position to be put forward for Ministerial approval during August.

The Ministry acknowledged the very tight timeframes and the process being worked to is:

- DHBs are to address all remaining issues and send the Ministry a final Annual Plan for a last check, ahead of Board approval processes, by Friday 17 July;
- The Ministry will provide fast turn-around feedback to DHBs if there are any remaining issues that need to be resolved;
- DHBs are to finalise plans with Board sign-off expected to occur from the end of July;

- DHBs are to provide Board approved Annual Plans to the Ministry to submit for Ministerial approval in August; and
- Statement of Performance Expectations are to be published on DHB websites by 15 August.

Draft Annual Plan Feedback (Appendix 3)

Further feedback on the 22 June Draft Annual Plan was provided to DHBs 9 July. This is attached as Appendix 3 and the Board will note the DHB has three red sections, the Savings Plan action tables and Service Change section, and three orange sections being the Family Violence and Pharmacy action tables and the Performance Measures section.

The Performance Measures section relates to slight wording differences in the performance measures and as-yet-to-be-confirmed national Oral Health and Planned Care targets which will be provided to DHBs in the coming week. We do not anticipate any issues with this section and will update the section as soon as the national targets are received from the Ministry.

The Family Violence and Pharmacy action table feedback is related to requests for additional detail and clarification, which is being worked through with the two teams. We anticipate providing updated actions tables for the Board's review prior to the 16 July meeting.

The Service Change section and the Savings Plan action tables are being worked through by the Executive Team, in conjunction with the feedback on the DHB's financials and the work with the EY team around the savings plans. We anticipate providing updated tables and financials for the Board's consideration and deliberation at the meeting 16 July.

Delegation for Approval

The updated timeframe for submission of the final Annual Plans and Statements of Service Performance requires DHBs to be in a position to approve final versions from the end of July for Ministerial approval in August. This will need to be before 15 August when Statements of Performance Expectations (Appendix 4 and 5 of the Annual Plan, which includes financials) are to be published on DHB websites.

The Board's next meeting is scheduled for 20 August which will be too late to meet the national timeframes for submission. The Board is asked to delegate approval of the final Annual Plan (and Statement of Performance Expectations) to the Board Chair, Deputy Chair and Chair of the Quality, Finance, Audit & Risk Committee to ensure that the national timeframes can be met.

Next Steps

The feedback is being shared and worked through with the operational and project teams and updated sections and action tables will be prepared for the 17 July submission to the Ministry.

Following further discussion with the Board and the Ministry regarding the DHB's proposed financial position, service changes and savings plans, these sections and actions tables will also be finalised. An update will be presented to the Board at the 16 July meeting.

Further feedback from the Ministry is anticipated to come quickly after the next submission and a final version of the Annual Plan (incorporating the Statement of Performance Expectations) will then be presented for approval. Irrespective of approval of the Annual Plan, the Statement of Performance Expectations, which sits under a different piece of legislation, is required to be made public from 15 August. This will include the financial tables presented as an appendix in the Annual Plan. The DHB is also required to table the Statement of Performance Expectations in Parliament. The latest date for this will be alongside the Annual Report in early November.

5. **APPENDICES**

- Appendix 1: Canterbury System Level Measures Plan 2020/21
- Appendix 2: Draft 2020/21 Annual Plan as submitted to the Ministry 22 June 2020
- Appendix 3: Ministry feedback on the 22 June Draft Annual Plan

RELEASED UNDER THE OFFICIAL INFORMATION ACT