

CORPORATE OFFICE

Level 2
32 Oxford Terrace
Christchurch Central
CHRISTCHURCH 8011

Telephone: 0064 3 364 4134
Kathleen.Smithram@cdhb.health.nz

29 April 2022

9(2)(a)



RE Official Information Act request CDHB 10846

I refer to your email dated 29 March 2022 requesting the following information under the Official Information Act from Canterbury DHB regarding the St Georges Maternity Contract. Specifically:

1. all letters to any CDHB staff including chief executive and head of maternity, from St George's Hospital chief executive Blair Roxborough regarding any contract for birthing and/or postnatal services from August 1, 2021 to the date this OIA request is processed.
2. the contract for birthing and/or postnatal services with St George's Hospital

Please refer to **Appendix 1** (attached) for correspondence as requested regarding St George's Hospital Primary Maternity Services and a copy of the contract which ends on 30 June 2023.


Note We have redacted information pursuant to section 9(2)(a) of the Official Information Act i.e. "...to protect the privacy of natural persons, including those deceased".

I trust that 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
Senior Manager, OIAs
Canterbury DHB & West Coast DHB



ST GEORGE'S HOSPITAL

A TRADITION OF EXCELLENCE

St George's Hospital

Executive
249 Papanui Road, Strowan
Christchurch 8014
Private Bag 4737, Christchurch 8140

T: + 64 3 375 6013
F: + 64 3 375 6354
E: CEOEA@stgeorges.org.nz

22 October 2021

Ralph La Salle
Funding & Planning
Canterbury District Health Board
PO Box 1600
Christchurch 8140

Dear Ralph

St George's Hospital Incorporated: Primary Maternity Services contract Notification of Problem – uncontrollable event

As you are aware on 11 October 2021 the Government announced that workers in the health and disability sector will be required to be fully vaccinated against COVID-19 on or before 1 December 2021 and must have received their first vaccination on or before 30 October 2021. The mandatory vaccine requirement is expected to be implemented by way of an amendment to the COVID-19 Public Health Response (Vaccinations) Order 2021 ("the Order"), which currently mandates vaccinations for border and MIQ workers in New Zealand.

While the final details of the Order have not been released, we anticipate in excess of 50% of our midwives will not be able to comply with the Order as we understand it and will therefore be unable to work at St George's Hospital. This in turn materially reduces our ability to provide the volume of contracted services.

Accordingly, pursuant to B24.1 of the Agreement we advise that we need to reduce our capacity. As more details with respect to the Order are released, we will be in further contact with you to confirm what volume of services can be safely provided.

In accordance with our contract we are trying to mitigate the impact of this situation with an intensive recruitment drive, however as you will also understand, the availability of midwives in New Zealand given the border closures is causing a considerable gap in qualified midwives.

Yours sincerely

Blair Roxborough
CHIEF EXECUTIVE OFFICER

Canterbury

District Health Board

Te Poari Hauora o Waitaha



ST GEORGE'S
HOSPITAL

MATERNITY CENTRE

09 November 2021

9(2)(a) [REDACTED] NZCOM region

9(2)(a) [REDACTED] – LMC Liaison

Via Email

Dear 9(2)(a) [REDACTED]

Midwifery Services at Canterbury Post 15 November 2021

Based on current indications of staff who will or will not have COVID vaccinations, we are writing to confirm there will be significantly less capacity across the Maternity services in Canterbury post 15 November both in the private and public sector.

Post-natal transfers between Christchurch Women's Hospital and St George's Maternity will be particularly impacted. We are taking steps across Maternity Services in the region to maximise patient flow and continue service provision for women. This will include supporting women who are well following birth to return home and, where clinically safe, limiting post-natal stays to one day including those following Caesarean section.

We are in constant communications about service delivery issues and would welcome both of you to attend our meetings on the subject. We will have a catch-up next week once a time is sorted – most likely Wednesday or Thursday morning.

Yours Sincerely

Norma Campbell
Executive Director, Midwifery and Maternity Services

Peter Bramley
Chief Executive, Canterbury District Health Board

Blair Roxborough
Chief Executive, St Georges Hospital

Kathleen Smitheram

Subject: FW: Rumors at CWH - Legal privilege and commercially sensitive [EXTERNAL SENDER]

From: Blair Roxborough <Blair.Roxborough@stgeorges.org.nz>
Sent: Thursday, 17 March 2022 7:40 a.m.
To: Ralph La salle <Ralph.Lasalle@cdhb.health.nz>; Norma Campbell <Norma.Campbell@cdhb.health.nz>
Cc: Greg Brogden <Greg.Brogden@cdhb.health.nz>
Subject: RE: Rumors at CWH - Legal privilege and commercially sensitive [EXTERNAL SENDER]

Good Morning,

Thanks for that update Norma.

We did have our initial consultation meeting yesterday with our maternity team, including midwives.

MERAS and NZNO were both present represented by 9(2)(a) respectively.

It was a Management of Change meeting with a proposal only presented – no decision, no dates, with an invitation for feedback , a period of two weeks given for that feedback.

Happy to connect today with you Norma if needed

Regards,
Blair



Blair Roxborough Chief Executive Officer
249 Papanui Road, Strowan, Christchurch 8014 | Private Bag 4737, Christchurch 8140
DDI: 9(2)(a) | T: +64 3 375 6000 | M: 9(2)(a)
E: Blair.Roxborough@stgeorges.org.nz | W: www.stgeorges.org.nz
EA: 9(2)(a)

From: Ralph La salle <Ralph.Lasalle@cdhb.health.nz>
Sent: Wednesday, 16 March 2022 10:36 p.m.
To: Norma Campbell <Norma.Campbell@cdhb.health.nz>
Cc: Blair Roxborough <Blair.Roxborough@stgeorges.org.nz>; Greg Brogden <Greg.Brogden@cdhb.health.nz>
Subject: Re: Rumors at CWH - Legal privilege and commercially sensitive

Hi

Blair rang this morning and indicated that they were starting their consultation on change today. Probably rumours are starting

Cheers

Ralph La Salle
Canterbury & West Coast DHBs

m 9(2)(a)

On 16/03/2022, at 9:28 PM, Norma Campbell <Norma.Campbell@cdhb.health.nz> wrote:

Hello both. This has just been sent to me this evening.

9(2) messaged me this evening to say that there is a rumour circulating that St Gs maternity is officially closing - a midwife who used to work here told 9(2)(a)).

I have said I know nothing about this. Have there been some discussions Blair?

Thank you

Norma

Get [Outlook for Android](#)

Variation to Agreement

between

Canterbury DHB

NZBN: 9429000098045

PO Box 1600
Christchurch 8140

Ph: 03-364 4106
Fax: 03-364 4165

Contact:

Ralph La Salle

and

St George's Hospital Incorporated Primary Maternity Services

Private Bag 4737
Christchurch

Ph: +64 3 375 6000
Fax: +64 3 375 6340

Contact:

Greg Brooks

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CONTENTS OF THIS AGREEMENT

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[Handwritten signature]

A: SUMMARY

A1 Definitions

- a. "we", "us", "our" means Canterbury DHB
- b. "you", "your" means St George's Hospital Incorporated
- c. "either of us" means either we or you
- d. "both of us" means both we and you

A2 The Agreement

In 2016 both of us entered into a Health and Disability Services Agreement (the Agreement). The Agreement commenced on 1 July 2016 and ended on 30 June 2019 and was numbered (225977 / 356302/00).

A3 Variation

This is the 01 variation to the Agreement and extends the Agreement term and changes the Agreement price. This variation to the Agreement begins on 01 July 2019 and ends on 30 June 2023.

A4 Section B

The attached Section B includes all of the adjustments to this Agreement as a result of this variation.

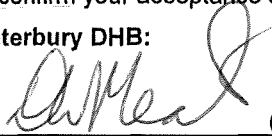
A5 Remainder of Agreement

The remaining terms and conditions of the Agreement are confirmed in all respects except for the variations as set out in this document.

A6 Signatures

Please confirm your acceptance of the Agreement by signing where indicated below.

For Canterbury DHB:

 (signature)

Name DAVID MEATES

Position CEO

Date 16/8/19

For St George's Hospital Incorporated:

 (signature)

Name G.F.S. Brooks

Position CEO

Date 14/8/2019

B: PROVIDER SPECIFIC TERMS AND CONDITIONS

B1 It is agreed that the following details apply to this Variation

Legal Entity Name	St George's Hospital Incorporated
Legal Entity Number	225977
Contract Number	356302 / 01
Variation Commencement Date	01 July 2019
Variation End Date	30 June 2023

B2 Details of all purchase units which apply to this Variation

Purchase Unit (PU ID)	Unit Price excl. GST (per PU)	GST Rate (%)	Payment Type
W02020 Labour and Delivery at Primary Maternity Facility	\$1,000.00 per delivery*	15	CMS
W02020 Labour only at Primary Maternity Facility	\$250.00 per stay**	15	CMS

* Payment will be made on this line when clinical factors force transfer of baby and mother to secondary care after delivery.

** Payment will be made on this line when clinical factors force transfer of baby and mother to secondary care before delivery.

Purchase Unit (PU ID)	Volume	Unit Price excl. GST (per PU)	Total Price excl. GST	GST Rate (%)	Payment Type
W02020 Postnatal Stay (mother) at Primary Facility	Up to 870 stays (mothers) per annum	\$1,340.00 per stay	Up to \$4,663,200.00	15	CMS
W02020 Labour, Delivery & Postnatal stay at Maternity Facility	385 Stays per annum - Indicative	\$2,340.00 per stay	\$3,603,600.00 Indicative	15	CMS
W02020 Wash-Up	N/A	N/A		15	CMS
Total price for the Service Schedule			\$8,266,800.00		

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PAYMENT DETAILS

B3 Price

B3.1 The price we will pay for the Service you provide is specified above. Note that all prices are exclusive of GST.

B4 Invoicing

B4.1 We will pay you on the dates set out in the Payment Schedule below for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- a. provider name (legal entity name)
- b. provider number (legal entity number)
- c. provider invoice number
- d. contract number
- e. purchase unit number or a description of the service being provided
- f. date the invoice is due to be paid/date payment expected
- g. dollar amount to be paid
- h. period the service was provided
- i. volume, if applicable
- j. GST rate
- k. GST number
- l. full name of funder

If we do not receive an invoice from you by the date specified in the payment schedule below, then we will pay you within 20 days after we receive the invoice.

B5 Invoicing Address

Please include your agreement number (356302/01) in the subject line of your email invoice submissions

Send invoices to:

providerinvoices@health.govt.nz

with a copy to:

providerinvoices@cdhb.health.nz

or post to:

Provider Payments
Ministry of Health
Private Bag 1942
Dunedin 9054

B6 Payment Schedules

W02020 Postnatal Stay (mother) at Primary Facility
W02020 Labour, Delivery & Postnatal stay at Maternity Facility

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:	Amount (excl GST)
20 August 2019	31 July 2019	July 2019	\$172,225.00
20 September 2019	31 August 2019	August 2019	\$172,225.00
21 October 2019	30 September 2019	September 2019	\$172,225.00
20 November 2019	31 October 2019	October 2019	\$172,225.00
20 December 2019	30 November 2019	November 2019	\$172,225.00
20 January 2020	31 December 2019	December 2019	\$172,225.00
20 February 2020	31 January 2020	January 2020	\$172,225.00
20 March 2020	29 February 2020	February 2020	\$172,225.00
20 April 2020	31 March 2020	March 2020	\$172,225.00
20 May 2020	30 April 2020	April 2020	\$172,225.00
22 June 2020	31 May 2020	May 2020	\$172,225.00
20 July 2020	30 June 2020	June 2020	\$172,225.00
20 August 2020	31 July 2020	July 2020	\$172,225.00
21 September 2020	31 August 2020	August 2020	\$172,225.00
20 October 2020	30 September 2020	September 2020	\$172,225.00
20 November 2020	31 October 2020	October 2020	\$172,225.00
21 December 2020	30 November 2020	November 2020	\$172,225.00
20 January 2021	31 December 2020	December 2020	\$172,225.00
22 February 2021	31 January 2021	January 2021	\$172,225.00
22 March 2021	28 February 2021	February 2021	\$172,225.00
20 April 2021	31 March 2021	March 2021	\$172,225.00
20 May 2021	30 April 2021	April 2021	\$172,225.00
21 June 2021	31 May 2021	May 2021	\$172,225.00
20 July 2021	30 June 2021	June 2021	\$172,225.00
20 August 2021	31 July 2021	July 2021	\$172,225.00
20 September 2021	31 August 2021	August 2021	\$172,225.00
20 October 2021	30 September 2021	September 2021	\$172,225.00
22 November 2021	31 October 2021	October 2021	\$172,225.00
20 December 2021	30 November 2021	November 2021	\$172,225.00
20 January 2022	31 December 2021	December 2021	\$172,225.00
21 February 2022	31 January 2022	January 2022	\$172,225.00
21 March 2022	28 February 2022	February 2022	\$172,225.00
20 April 2022	31 March 2022	March 2022	\$172,225.00
20 May 2022	30 April 2022	April 2022	\$172,225.00
20 June 2022	31 May 2022	May 2022	\$172,225.00
20 July 2022	30 June 2022	June 2022	\$172,225.00
22 August 2022	31 July 2022	July 2022	\$172,225.00
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20 October 2022	30 September 2022	September 2022	\$172,225.00
21 November 2022	31 October 2022	October 2022	\$172,225.00
20 December 2022	30 November 2022	November 2022	\$172,225.00
20 January 2023	31 December 2022	December 2022	\$172,225.00
20 February 2023	31 January 2023	January 2023	\$172,225.00
20 March 2023	28 February 2023	February 2023	\$172,225.00
20 April 2023	31 March 2023	March 2023	\$172,225.00
22 May 2023	30 April 2023	April 2023	\$172,225.00
20 June 2023	31 May 2023	May 2023	\$172,225.00
20 July 2023	30 June 2023	June 2023	\$172,225.00
Total			\$8,266,800.00

JP

W02020 Labour and Delivery at Primary Maternity Facility
W02020 Labour only at Primary Maternity Facility
W02020 Wash-Up

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
20 August 2019	31 July 2019	July 2019
20 September 2019	31 August 2019	August 2019
21 October 2019	30 September 2019	September 2019
20 November 2019	31 October 2019	October 2019
20 December 2019	30 November 2019	November 2019
20 January 2020	31 December 2019	December 2019
20 February 2020	31 January 2020	January 2020
20 March 2020	29 February 2020	February 2020
20 April 2020	31 March 2020	March 2020
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20 July 2020	30 June 2020	June 2020
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20 March 2023	28 February 2023	February 2023
20 April 2023	31 March 2023	March 2023
22 May 2023	30 April 2023	April 2023
20 June 2023	31 May 2023	May 2023
20 July 2023	30 June 2023	June 2023

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B7 Health Emergency Planning

- a You must develop a Health Emergency Plan to ensure that your clients/patients and staff are provided for during a Health Emergency and ensure that this is reviewed periodically to maintain currency.
- b The plan must identify your response to a worst case scenario pandemic event (40% of the population affected with 2% death rate).
- c A copy of the plan shall be made available to the DHB on request and will be consistent with the DHB's pandemic and emergency plans (available from the DHB).
- d When requested by the DHB you will be involved in processes to ensure that emergency responses are integrated, coordinated and exercised. The level of participation required will be reflective of the nature of the services you provide and the expected roles and services in an emergency situation.

B8 Canterbury Emergency Planning

Further to the clause in the Provider Specific Terms and Conditions named Health Emergency Planning above.

Please ensure that your Health Emergency Plan now incorporates being prepared for significant earthquakes.

Please refer to the Civil Defence web site <http://www.civildefence.govt.nz> for further information on how to be prepared in a major event.

B9 Wash Up Clause

1. Where either party has concern regarding your past or present delivery of any service funded under this Agreement, or where either party has concern about your ability to provide any service funded under this Agreement in the future, that party may initiate a meeting to discuss that concern.
2. The purpose of that meeting will be to reach agreement on the extent of any under-delivery of services under this Agreement, to discuss the ways that you can improve your service delivery, and to discuss the steps that may be taken by us as a result of the under-delivery.
3. Notwithstanding clause 2, we will decide what steps will be taken as a result of the under-delivery and will advise you in writing of those steps as soon as is reasonably practicable following our meeting.
4. The steps that may be taken by us following an under-delivery of services under this Agreement may include, but will not be limited to:
 - a. A refund of all or part of the payments received by you for those services for the period of under-delivery;
 - b. A variation to the Agreement which may include amendments to:
 - i. the service specification; and/or
 - ii. the timeframes for delivery of the service; and/or
 - iii. the payment terms for the service.
 - c. The termination of the Agreement due to material under-delivery of the services.

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B10 Your Default and our Right to End the Agreement

Notwithstanding any other clause in this Agreement or otherwise, in the event that the Ministry of Health ceases to fund the service, we may terminate this Agreement by giving you 30 days written notice.

B11 Children's Act 2014

According to section 15 of the Children's Act 2014¹, children's services cover the following:

- services provided to one or more children
- services to adults in respect of one or more children

NB At a future date, the scope of children's services can be expanded by regulations. Expansion may include services to adults which could significantly affect the well-being of children in that household.

Child Protection Policy

If you provide children's services as per section 15 of the Children's Act 2014 you will adopt a child protection policy as soon as practicable and review the policy within three years from the date of its adoption or most recent review. Thereafter, you will review the policy at least every three years. In accordance with the requirements set out in section 19(a) and (b) of the Children's Act 2014, your child protection policy must apply to the provision of children's services (as defined in section 15 of the Act), must be written and must contain provisions on the identification and reporting of child abuse and neglect in accordance with section 15 of the Oranga Tamariki Act 1989.

Worker Safety Checks

If you have workers that provide children's services, the safety check requirements under the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015 will need to be complied with.²

¹ <http://www.legislation.govt.nz/act/public/2014/0040/latest/DLM5501618.html>

² <http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482241.html>

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