



**NEW ZEALAND
NEEDS ASSESSMENT SERVICE
CO-ORDINATION ASSOCIATION INC.
(NASCA)**

CONSTITUTION

CONSTITUTION OF THE NEW ZEALAND NEEDS ASSESSMENT SERVICE CO-ORDINATION ASSOCIATION INC. (NASCA)

1. NAME OF THE ASSOCIATION

- 1.1 The name of the Association shall be “The New Zealand Needs Assessment Service Co-ordination Association incorporated” also known as “NASCA”.
- 1.2 In this constitution reference to “the Association” or “the Society” shall mean the New Zealand Needs Assessment Service Co-ordination Association Incorporated.

2. OBJECTIVES OF THE ASSOCIATION

- 2.1 To promote, maintain and foster exclusively in New Zealand good personal and mental health of the disabled (and as an ancillary object other persons in New Zealand) by establishing, promoting, maintaining, fostering and developing needs assessment service co-ordination for the disabled and such other persons;
- 2.2 To be of benefit to the society of New Zealand to enhance a common and consistent approach to NASC services throughout the country;
- 2.3 To provide a framework for a national network of Needs Assessment Service Co-ordination services;
- 2.4 To identify common issues within the New Zealand needs assessment and co-ordination sector and related sectors including the issues of individuals that are intended to benefit from the services provided by those sectors and to work with all these parties to facilitate, develop and promote solutions, actions and services that help address these issues;
- 2.5 To provide the basis for the exchange of information in the disability, personal health, mental health and other sectors;
- 2.6 To affiliate and co-operate with other organisations in the furtherance of these objectives, and to co-operate with Government and Government bodies on matters of mutual concern;
- 2.7 To develop, promote and support professional standards for needs assessment and service co-ordination practice;
- 2.8 To facilitate and provide training on needs assessment service co-ordination in New Zealand and to identify such needs through research exclusively in New Zealand;
- 2.9 To acquire property and funds, and to use the funds of the Association as the Association may consider from time to time advisable for any purpose or objective of the Association;
- 2.10 The New Zealand Needs Assessment Service Co-ordination Association is

formed exclusively for charitable purposes within New Zealand.

3 POWERS

To fulfill its aims, the Association adopts the following powers:

3.1 Membership

- 3.1.1 To have a representative member for each Needs Assessment Service Co-ordination Agency or its equivalent, contracted to provide services in the disability, personal health, mental health and other sectors, funded by the ministry of health, District Health Boards or their regulated funding body;
- 3.1.2 To have associate members of various types.

3.2 General

- 3.2.1 To enter into any contract or arrangement with any public or private corporate body, including any central or local government, agency, body, corporation, department or ministry, to carry out all or any of the objectives of the Association from accommodation, or with the use of facilities, or in return for financial assistance, grants or contractual payments provided by any such agency or body;
- 3.2.2 To subscribe to, or donate, or affiliate with, or become an associate member of any other organization – whether in New Zealand or elsewhere – where such an action is likely to assist in achieving the objectives of the Association;
- 3.2.3 To take part in, join, or accept appointment to any ad hoc group, body, board, committee or commission, wherever such an action or the information obtained or given by the Association, is likely to be of assistance in the achievement of one or more of the objectives of the Association;
- 3.2.4 To communicate with any organization including any government, or ad hoc, or local body, commission or committee, in any way or manner appropriate, whether on general matters or in co-operation or co-ordination with individuals or other bodies with similar issues as identified under clause 2.4, insofar as any such communications are likely to assist in the achievement of the objectives of the society.

3.3 Financial

- 3.3.1 To accept custody, control or management of any real or personal property that may be bequeathed, donated or lent to the Association, and to accept and carry out any trust attached to gifts or bequests or monies made available in accordance with the objectives of the Association;
- 3.3.2 To acquire, purchase, hire, lease, rent or obtain the use of any accommodation or premises, equipment, information resource, library or any other facility or resource needed to pursue the objectives of the Association;

- 3.3.3 To borrow or raise money, upon such terms and conditions as are deemed prudent within the resources of the Association and whether by the issue of such forms of security as are available to the Association, or whether on the basis of written guarantees issued in the name of the Association or whether upon any other terms mutually agreeable to the Association and the lender of the money;
- 3.3.4 To solicit contracts, donations, funds, grants or any other financial assistance, payment or reward, whether by public appeal or any other appropriate means, provided that this is not in conflict with the interests of individual member organisations;
- 3.3.5 To employ and/or contract staff or consultants to assist in the furtherance of the objectives of the Association.

3.4 **Patrons**

- 3.4.1 To invite such persons as it thinks proper to become patrons. For the terms of their appointment, such patrons will enjoy speaking rights but not voting rights.

4. **MEMBERSHIP**

4.1 **Composition**

The Association shall consist of two types of membership, namely Principal member and Associate member.

4.2 **Criteria**

- 4.2.1 Principal Members are those agencies which hold current registration with the Charities Commission as a charitable entity and which also hold a current contract with the Ministry of Health, a District Health Board and/or any other funder for the provision of needs assessment and service co-ordination services. Any such eligible agency will be entitled to have a principal membership representative for each contract held. In terms of clause 4.2.4 hereof the committee shall ensure no one agency holds a majority of principal memberships and the committee shall be entitled to prohibit or restrict principal membership accordingly;
- 4.2.2 Individuals and representatives (not being principal members pursuant to clause 4.2.1 hereof) of registered charitable entities shall be eligible for associate membership of the Association.
- 4.2.3 Application for membership shall be submitted in writing to the Committee;
- 4.2.4 Membership shall be decided by the Committee;
- 4.2.5 Principal Members only shall have both speaking and voting rights;
- 4.2.6 Each Principal Member shall have one vote;

4.2.7 Associate Members have speaking rights only

4.2.8 Cessation of membership will occur if:

- i. a member's subscription remains unpaid after a period of three months following notification by invoice;
- ii. a written resignation is submitted to the Committee;
- iii. the Association, at its discretion, considers a member to be ineligible for membership as a result of actions by that member that are considered to be inconsistent with the objectives of the Association;
- iv. a member, through some action of that member, fails to comply with the eligibility rules of the Association;

4.2.9 Upon cessation of membership all outstanding debts owed to the association by that outgoing member shall be recovered by the Association.

5. MEETINGS

5.1 Conferences / Seminars

The conferences/ seminars of the Association shall be a forum for the interchange of ideas and activities by members. Associate members may attend, and non-members may be invited to attend by members;

5.2 Annual General Meeting

There will be an Annual General Meeting, to be held within three months of the end of the financial year. Member's voting and speaking rights are specified in 4.2.5 to 4.2.7 above. Others in attendance may speak at the discretion of the Chair.

The business of the Annual General Meeting shall include:

- i. confirmation of the minutes of the previous Annual General Meeting or Extraordinary General Meeting; Reception, approval and adoption of the financial Statement and Annual Report for the past year;
- ii. election of office bearers and Auditors;
- iii. resolutions and general business

5.3 Extraordinary General Meetings

Other General Meetings to be known as Extraordinary General Meetings may be held as and when required on the written requisition of at least 4 member organisations. As soon as the number of Principal Member organisations reaches 15, the written requisition must represent at least 7 member organisations. The Committee shall, within 14 days of receiving such a requisition, send notification to all members.

5.4 Meeting Procedures

- 5.4.1 Notice of the time and place of General Meetings must be given formally at least 14 days beforehand;
- 5.4.2 Notice is considered to be given provided that the normal times for the delivery of post have been observed. Failure of the notice to arrive in the normal time is not considered a failure by the Association to deliver the notice;
- 5.4.3 Proposals to change the Constitution must be in the hands of the Secretary at least 2 months before the time of the Annual General Meeting or Extraordinary General Meeting and shall be advised to members in the notice calling the meeting;
- 5.4.4 In the case of proposals to change the Constitution, the text of both the existing provision and the proposed new provision must be presented clearly;
- 5.4.5 A quorum for a General Meeting shall not be less than 5 individuals each representing a different Principal Member organisation. As soon as the number of Principal Member organisations reaches 15, the quorum shall be not less than 8 individuals representing a different Principal Member organisation;
- 5.4.6 The President is Chairperson of General Meetings, if present. Otherwise, it is a nominee of the meeting;
- 5.4.7 Resolutions will be passed according to a vote of the majority of Principal Members present at the meeting, except for changes to the Constitution, which require a three-quarters majority of Principal Members present at the meeting. Voting shall be by show of hands except for elections, which shall be by secret ballot unless the meeting agrees otherwise;
- 5.4.8 At any relevant meeting the association reserves the right to move into Committee;
- 5.4.9 The Chairperson of the meeting shall have a second or casting vote in the event of equality of voting;
- 5.4.10 The rules of the Society may be altered, added to, rescinded or otherwise amended by the vote of the Principal Members as prescribed in clause 5.4.7 provided always that such changes do not affect the exclusively charitable nature of the Society nor give power to extend the Society's operations beyond New Zealand.

6 COMMITTEE

6.1 Composition

- 6.1.1 The Committee shall be elected at the Annual General Meeting for a two-year term and shall consist of a President, Treasurer and a minimum of three and a maximum of five elected members. The committee will be derived from the

Principal membership only, except for Clause 6.1.2. The committee once established, will amongst themselves, elect a vice president. No one agency, holding more than one contract as described in 4.2.1, will be permitted to hold a majority position on the committee. The committee will be representative of the geographical nature of New Zealand as well as being representative of the various funders who purchase needs assessment and service coordination services;

6.1.2 The committee has the power to co-opt individuals to its membership. However, at any one time the number of co-opted members will not hold a majority position on the committee. All co-opted persons will remain on the committee for a specific term, but no longer than the next Annual General Meeting. Any individual who is co-opted is done so for a specific and detailed purpose. Co-opted committee members have speaking and voting rights as principal members do;

6.2 Nominations

6.2.1 Nominees must be representatives of Principal Member organisations. Nominations for committee members to be made in writing by Principal Member organisations, and shall be lodged with the Secretary at least 30 days prior to the Annual General Meeting.

6.3 Powers of the Committee

6.3.1 The Committee shall exercise all delegated the powers of the Association except that it shall not have the powers of an Annual General Meeting or Extraordinary General Meeting of the Association;

6.3.2 The Committee may delegate specific of its powers to Subcommittee or individual members of the Association. Provided suitable reporting has been arranged, this includes the authority to incur expenditure on the Association's behalf. Such delegation does not, however, relieve the Committee of its responsibilities to its members;

6.3.3 The Committee shall have the power to fill occasional vacancies from principal members to the Committee. Any member who fills such a vacancy shall hold office until the next Annual General Meeting, when an eligible Principal Member shall be elected to hold the office left vacant.

6.4 Meetings of the Committee

6.4.1 Meetings of the Committee shall be held as, where and when required by the President, or the Secretary, or the written requisition of not fewer than 3 Committee members. In selecting the venue or medium every effort shall be made to reflect the geographic spread of membership;

6.4.2 A quorum for meetings of the committee shall be a majority;

6.4.3 Voting at meetings of the Committee shall be personally and a simple majority

shall prevail provided that in the case of equality in voting the Chairperson of the meeting shall have a second or casting vote;

- 6.4.4 A resolution in writing signed by all persons comprising the Committee for the time being shall be as valid and effectual as if it has been passed at a meeting of the Committee duly called and constituted. Any such resolution shall be tabled at the next meeting of the Committee and recorded in the Minutes of that meeting.

7. FINANCIAL

7.1 Membership Fees

- 7.1.1 Membership fees shall be payable by all members in amounts determined at an Annual General Meeting;
- 7.1.2 Membership fees are due on each 1st July and cover membership until the following 30th June. This period constitutes the financial year, for which the accounts of the Association are audited. All fees are to be paid to the Treasurer and entered into an account of the Association.

7.2 Accounts

- 7.2.1 The Committee shall ensure that proper financial records of the Association's affairs are kept and that audited Annual Statements compiled from such records are presented to the Annual General Meeting for adoption or otherwise;
- 7.2.2 The Annual General Meeting of the Association, or the Committee, shall appoint one or more auditors. A member is not eligible to be appointed as Auditor. The Auditor will certify the Annual Financial Statements of the Association to be correct or otherwise, and produce reports and advice to the Committee according to its requirements;
- 7.2.3 The Treasurer shall be responsible for ensuring that there is an accurate and complete record of all income and expenditure; that all monies received are promptly paid into a bank account approved by the Committee; that all accounts and taxes due are paid; that whenever possible the Association's funds are invested for the greatest benefit of the Association, and for preparing reports on the financial position of the Association whenever required.
- 7.2.4 The practice of two signatories from the committee, as set out by bank account rules, will apply to the Associations' account.

7.3 Restrictions

- 7.3.1 No transactions, contracts or financial arrangements may be entered into on behalf of the society that shall compromise the charitable status of the society.
- 7.3.2 Any person who is a member of the Society (whether NASCA Board Member or not) shall not be able to determine or materially influence in any way

whatsoever any income, benefit, or advantage that they may receive as a result of their employment by the NASCA Board and such persons shall not participate in any deliberations and proceedings by which such income, benefit or advantage is being determined.

- 7.3.3 Notwithstanding anything expressed in these Constitutional Rules, no commercial transaction will be entered into with any member (whether NASCA Board Member or not) or person associated with a member of the Society unless, having regard to the terms and conditions of the loan or agreement, payment by way of interest or rent shall not exceed current commercial rates and receipts by way of interest or rent shall not be less than current commercial rates.
- 7.3.4 Any NASCA Board Member who is in any way interested or concerned directly in any property or undertaking in which the Society is or may be concerned or involved, shall disclose the nature and extent of their interest to the NASCA Board, and shall take no part whatever in any deliberations of the NASCA Board, concerning any matter in which that member is or may be interested, other than to provide a quorum.
- 7.3.5 No private pecuniary interest or profit shall be made by any person or organization being a member of the association, except that:
- i. any employee or Member of the Society (whether NASCA Board Member or not) may receive full reimbursement for all expenses properly incurred by them in conjunction with the affairs of the Society;
 - ii. the Society may pay reasonable and proper remuneration to any employee or Member of Society (whether NASCA Board Member or not) in return for services actually rendered to the Society;
 - iii. any Member of the Society (whether NASCA Board Member or not) may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Member or by any firm or entity of which that person is a member, employee or associate, in connection with the affairs of the Society;
 - iv. any Member of the Society (whether NASCA Board Member or not) may retain any remuneration properly payable to them by any company or undertaking for which the Member has acted in any capacity whatever, notwithstanding that that Member's connection with that company or undertaking is in any way attributable to that Member's connection with the Society.
 - v.

8 COMMON SEAL

- 8.1 The Association shall, upon incorporation, acquire and use a common seal on which the name of the Association shall be legibly written. The Secretary shall keep the seal. The seal shall be used only by authority of a resolution of the Committee and in the presence of any two of the Secretary, President, and Vice-President. The persons in whose presence the seal was so affixed shall sign every instrument to which the seal is affixed. The Secretary shall keep a record of all documents to which the seal was affixed.

9 DISSOLUTION

- 9.1 An application for dissolution of the Association shall be made to the Registrar of Incorporated Societies if:
- i. A resolution that it shall be dissolved at a certain date be passed at a General Meeting by a simple majority of those Principal Members present and voting at that meeting; and
 - ii. In accordance with section 24 of the Incorporated Societies Act 1908 the resolution shall be confirmed at a subsequent Annual General Meeting or Extraordinary General Meeting called together for that purpose. It shall be passed by a simple majority of those Principal Members present and voting at that meeting. The second General Meeting shall be held no earlier than 30 days after the date of the first General Meeting at which the resolution for dissolution was first passed; and
 - iii. Any surplus funds and assets after meeting all of the Associations proper debts shall be distributed to such charitable organization or organizations solely within New Zealand as a majority of principal members may approve.

10. INDEMNITY

- 10.1 Members of the Association and the Committee shall be responsible only for their own personal willful default or neglect and not for the default or neglect of any other person and shall be indemnified by the Association against all other liability incurred by them in the course of their duties as members of the Association and the Committee.

11. GENERAL

- 11.1 Any case not provided for in the foregoing rules or any question as to their interpretation shall be decided by the Committee.

Exhibit note:

“This is the document marked “A” referred to in the annexed declaration of Timothy
John Slow made at _____ this _____ day of
2001
before me”.

Alterations to Rules signed by:

_____ Date: _____
_____ Date: _____
_____ Date: _____

