

# **Variation 7 to PHO Services Agreement**

**between**

**HEALTH NEW ZEALAND**

**TE WHATU ORA**

**Contact:**

**«CONTRACTDEPUTY\_NAME»**

**and**

**«PROVIDER\_NAME»**

**«PROVIDER\_NAME»**

**«CONTRACT\_DESCRIPTION»**

**«PROVIDER\_ADDRESS»**

**«PROVIDER\_ADDRESS2»**

**«PROVIDER\_CITY»**

**Ph: «PROVIDER\_PHONE»**

**Fax: «PROVIDER\_FAX»**

**Contact:**

**«PRVDRCONTACT\_NAME»**

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# PART A: SUMMARY AND COMMENCEMENT

## Background

- A. Health New Zealand – Te Whatu Ora (**Health NZ**) and «PROVIDER\_NAME» are parties to a PHO Services Agreement ("**Agreement**").
- B. In accordance with clause B.24 of the Agreement, Health NZ and the PHO agree to the variations to the Agreement set out in Part B of this variation ("**Variation**").

## A1. Interpretation

A1.1 In this Variation, unless the context requires otherwise:

- (a) words and expressions not otherwise defined in this Variation have the meaning given to them in the Agreement; and
- (b) reference to clauses and schedules are the clauses and schedules of the Agreement.

## A2. Commencement Date of Variation

A2.1 The Variation will come into effect on and from 1 July 2025.

## Signatures

For **Health New Zealand:**

\_\_\_\_\_  
(signature)

Name .....

Position .....

Date .....

**Witnessed by:**

\_\_\_\_\_  
(signature)

Name .....

Occupation .....

Residence .....

Date .....

For «**Provider\_name\_**» «**Trading\_As**»:

\_\_\_\_\_  
(signature)

Name .....

Position .....

Date .....

**Witnessed by:**

\_\_\_\_\_  
(signature)

Name .....

Occupation .....

Residence .....

Date .....

## **PART B: CHANGES TO THE AGREEMENT**

### **B1. Changes to the Agreement for 2025/26**

B1.1 Health NZ and the PHO have agreed changes to the Agreement, to come into effect in accordance with clause A.2 of this Variation. In particular:

- (a) changes have been agreed to:
  - a. various payment rates in Schedule F1.1 (Payment for First Level Services) and Schedule F2.2A (Payment of Rural Funding);
  - b. Schedules C3 (Immunisation Services) and F1.3 (Payment for Immunisation Services);
  - c. Part G (Valuing High Performance); and
- (b) minor changes have been made throughout the Agreement, to Part B in particular, to reflect the establishment of Health New Zealand, disestablishment of District Health Boards, and other changes brought into effect by the Pae Ora Act.

B1.2 Health NZ and the PHO agree that, subject to clause B1.3,

- (a) the Agreement attached to this Variation as Appendix 1 incorporates all of the agreed changes to the Agreement; and
- (b) from the date that this Variation comes into effect in accordance with clause A.2 of this Variation, the Agreement attached to this Variation as Appendix 1 will replace the existing Agreement in place between Health NZ and the PHO.

B1.3 Health NZ and the PHO agree that the following clauses and Schedules in the existing Agreement in place between Health NZ and the PHO remain in effect, and are not varied in accordance with this Variation:

- (a) clause B.1(1) of Part B (the Start Date of the Agreement);
- (b) clause B.8(2) of Part B (requirement for the PHO to Provide the Services in the PHO's Primary Geographical Area or other locations);
- (c) clause 5(5) of Schedule D2 (patient charges in specified remote rural practice areas);
- (d) Schedule D3 (Services within the scope of our Alliance);
- (e) Schedule D5 (Services outside the scope of our Alliance);
- (f) Schedule E1 (Local Services);
- (g) Schedule F2.2B (Payment of rural funding within the scope of our Alliance);

- (h) Schedule F2.3 (Payment for services outside the scope of our Alliance);
- (i) Schedule F3.1 (Payment for Local Services); and
- (j) the definition of "Primary Geographical Area" in Part H.

## **APPENDIX 1**