

National Variation 4 to Integrated Community Pharmacy Services Agreement

BETWEEN

Te Whatu Ora – Health New Zealand

[NZBN]

AND

[Name]

[NZBN]

[x] July 2022

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National Variation 4 to Integrated Community Pharmacy Services Agreement

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A: SUMMARY

Background

- A. On or after 1 October 2018, a District Health Board ("**DHB**") and the Provider entered into the Integrated Community Pharmacy Services Agreement ("**Agreement**").
- B. The parties agreed:
 - (a) a national variation to the Agreement (variation 1A), which came into effect on 1 October 2019;
 - (b) a national variation to the Agreement (variation 2), which came into effect on 1 October 2020; and
 - (c) a national variation to the Agreement (variation 3), which came into effect on 1 October 2021.
- C. On 1 July 2022, the DHB was disestablished and the Agreement was transferred to Te Whatu Ora – Health New Zealand ("**Te Whatu Ora**") under the Pae Ora (Healthy Futures) Act 2022.
- (d) In accordance with clause B.23 of the Agreement, the parties participated in the National Annual Agreement Review of the nationally-consistent Parts and Service Schedules of the Agreement.
- (e) The Provider and Te Whatu Ora agree to amend the Agreement as set out in this national variation 4 ("**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) references to clauses and schedules are the clauses and schedules of the Agreement.

A2 Commencement Date

- A2.1 This Variation will take effect as follows:
 - (a) clause B12 will apply with effect on and from 1 July 2022 if Te Whatu Ora receives the Provider's signed written agreement to this Variation (including by email) before 5pm on 16 September 2022; and
 - (b) all other clauses will take effect on 1 October 2022, if Te Whatu Ora receives the Provider's written agreement to this Variation (including by email) before 5pm on 16 September 2022.

A2.2 If Te Whatu Ora does not receive the Provider's written agreement by 5pm on 16 September 2022, but receives this Variation signed by the Provider:

- (a) before 5pm on the 13th day of the last month of any quarter, all of the clauses in this Variation will take effect on the first day of the next quarter; or
- (b) after 5pm on the 13th day of the last month of any quarter, all of the clauses in this Variation will take effect on the first day of the quarter immediately following the next quarter.

A3 Signatures

For **Te Whatu Ora – Health New Zealand:**

For «**Provider_name_**» «**Trading_As**»:

(signature)

(signature)

Name

Name

Position

Position

Date

Date

Witnessed by:

Witnessed by:

(signature)

(signature)

Name

Name

Occupation

Occupation

Residence

Residence

Date

Date

B: CHANGES TO THE AGREEMENT

B1 Change to A1 (Background)

B1.1 Clauses A.1(3)(a) and (b) are replaced with the following:

"Te Whatu Ora:

- (a) *has obligations and functions relating to the design, arrangement, and delivery of services under the Pae Ora (Healthy Futures) Act 2022 in accordance with the health sector principles, including monitoring the delivery and performance of such services;"*

B2 Change to B.4 (Service Requirements)

B2.1 Clause B.4(2) is replaced with the following:

"The Provider must support any public health campaigns that are being run by Te Whatu Ora, the Ministry of Health, or the Public Health Agency, and that are relevant to the Services provided by the Provider, as reasonably required by Te Whatu Ora."

B3 Change to B.5 (Professional obligations)

B3.1 Clause B.5(1)(c) is replaced with the following:

"any professional requirements or regulatory standards that may be specified by the Pharmacy Council, the Ministry of Health, Te Whatu Ora, or a regulatory body, from time to time".

B4 Change to clause B.19 (Service provision from within Geographical Area)

B4. Clause B.19(2) is amended by replacing *"the geographical area of another DHB [to be read as Te Whatu Ora under the Pae Ora (Healthy Futures) Act 2022]"* with *"in an area outside of the Geographical Area"*.

B5 Change to clause B.21 (Expert advisory group)

B5.1 Clause B.21(1) is amended by deleting *"the District Health Boards collectively have established"* and inserting *"has been established"* after *"national expert advisory group"*.

B6 Changes to B.29 (Special provisions relating to additional funding for Schedule 3B Services)

B6.1 Clause B.29 is amended as follows:

- (a) subclause (1) is replaced with the following:

"Te Whatu Ora agrees that, each year of this Agreement commencing on 1 October, it will make available to the Provider and other community pharmacy providers in the Geographical Area, an amount equal to the portion of the \$4.1 million per annum for that Geographical

Area made available by Te Whatu Ora to fund Locally Commissioned Services ("Local Commissioning Funding")"; and

- (b) subclause (2)(a) is amended by deleting "*by the DHB [to be read as Te Whatu Ora under the Pae Ora (Healthy Futures) Act 2022]*".

B7 Change to clause B.41 (Quality Improvement Plan)

- B7.1 Clause B.41(4) is amended by deleting "*from DHB [to be read as Te Whatu Ora under the Pae Ora (Healthy Futures) Act 2022]*" in each place.

B8 Change to clause C.47 (Assignment by Te Whatu Ora)

- B8.1 Clause C47(1) is amended by deleting "*including if it merges with another DHB [to be read as Te Whatu Ora under the Pae Ora (Healthy Futures) Act 2022]*".

B9 Changes to Part E (Definitions) and consequential changes

- B9.1 Clause E.1(1) is amended as follows:

- (a) in the definition of "*Crown Direction*", the words "*(including a notice or direction given under section 33, 33A, or 33B of the NZPHD Act)*" are deleted;
- (b) the definition of "*Crown Funding Agreement*" is deleted;
- (c) the definition of "*DHB's [to be read as Te Whatu Ora under the Pae Ora (Healthy Futures) Act 2022] Geographical Area*" is replaced with the following:

"Geographical Area means the geographical area for which the former District Health Board that was originally a party to this Agreement was responsible, as set out in Schedule 1 of the NZPHD Act.";

- (d) the definition of "*Eligibility Direction*" is replaced with the following:
"Eligibility Direction means a direction issued by the Minister that is continued under clause 30 of Schedule 1 of the Pae Ora (Healthy Futures) Act 2022, or specified in regulations made under section 102 of the Pae Ora (Healthy Futures) Act 2022";
- (e) in the definition of "*Per Pack Fee*", the word "*TAS*" is replaced with "*Te Whatu Ora*";
- (f) the definition of "*Section 88 Notice*" is replaced with the following:
"Section 94 Notice means a notice that was made, or deemed to have been made, under section 94 of the Pae Ora (Healthy Futures) Act 2022.";
- (g) the definition of "*TAS*" is deleted; and
- (h) the following definition is inserted:

"Te Whatu Ora –means Te Whatu Ora, Health New Zealand, a Crown entity established by the Pae Ora (Healthy Futures) Act 2022".

B9.2 The reference to "*Crown Funding Agreement*" in clause C.7(3)(d) is deleted.

B9.3 Each reference to "*Section 88 Notice*" in the Agreement is replaced with "*Section 94 Notice*"

B9.4 Each reference to "*DHB's [to be read as Te Whatu Ora under the Pae Ora (Healthy Futures) Act 2022] Geographical Area*" is replaced with "*Geographical Area*".

B10 Changes to Schedule 2 (Additional Professional Advisory Services)

B10.1 Clause 3.2 is amended by replacing "*PP = the Payment Pool for the Quarter, which is \$12,150,000*" with "*PP = the Payment Pool for the Quarter, which is \$17,575,000*".

B10.2 Clause 4 is amended by replacing "2021" with "2022".

B11 Change to Schedule 3A.4 (Clozapine Services (Monitored Therapy Medicine Services))

B11.1 Clause 11.1 is amended by replacing "*which is available on TAS's website*" with "*published by Te Whatu Ora*".

B12 Replacement of Schedule 3A.5 (Influenza Immunisation Services) and Schedule 3A.6 (Measles, Mumps and Rubella (MMR) Immunisation Services)

B12.1 Schedule 3A.5 and Schedule 3A.6 are replaced with the Schedule attached as Appendix A of this Variation.

B12.2 All references to Schedule 3A.5 and Schedule 3A.6 in the Agreement are replaced with "*Schedule 3A.5 (Immunisation Services)*".

B13 Changes to Schedule 3B.1 (Long-Term Conditions Pharmacy Services)

B13.1 Clause 1.1 is amended by inserting "*in the Geographical Area*" after "*Long Term Condition*".

B13.2 Clause 6.2 is amended by inserting "*for the Geographical Area*" after "*force, the LTC Annual Cap*".

Appendix A

SCHEDULE 3A.5

IMMUNISATION SERVICES

The Services

1. Background and service objectives

- 1.1 Pharmacist Vaccinators and Authorised Vaccinators employed by pharmacies are well equipped to offer and administer Vaccines to Eligible Service Users. Therefore, Te Whatu Ora wishes to fund the delivery of Immunisation Services by community pharmacy providers who opt to deliver these Immunisation Services to Eligible Service Users, in order to achieve the following service objectives:
- (a) Eligible Service Users have increased access to Immunisation Services;
 - (b) the burden of general practice consultations, hospitalisations, and deaths associated with illnesses for which there is a Vaccine in the Eligible Service User population is reduced;
 - (c) a quality service is delivered, as prescribed by the Immunisation Standards, and to meet National Standards for Vaccine Storage and Transportation for Immunisation Providers 2017; and
 - (d) all Vaccines given by Pharmacist Vaccinators and Authorised Vaccinators are recorded on the Immunisation Portal.

2. Eligible Service Users

- 2.1 Eligible Service Users are Service Users:
- (a) who are eligible to receive a publicly funded Vaccine; and
 - (b) to whom Pharmacist Vaccinators or Authorised Vaccinators are permitted to administer the Vaccines under the Medicines Regulations 1984.
- 2.2 The Provider must not provide, or claim for providing, a Vaccine to:
- (a) people who are not Eligible Service Users;
 - (b) people who have experienced previous serious adverse reactions or anaphylaxis to any Vaccine or one of its components; or
 - (c) people who have already been vaccinated with the relevant dose of the Vaccine.
- 2.3 If in doubt as to any of the matters listed in clause 2.2, the Provider will look up information on the Immunisation Portal, and, if necessary, contact the person's general practice to confirm the person's immunisation status.
- 2.4 If a person is acutely unwell with a fever or other systemic illness, the Provider should defer immunisation and the person should be directed to their general practitioner for medical treatment if required.

3. Service components

- 3.1 The Provider must:
- (a) ensure that Immunisation Services are provided by:

- (i) a Pharmacist Vaccinator; or
 - (ii) an Authorised Vaccinator;
- (b) provide Immunisation Services in accordance with the:
- (i) Pharmaceutical Schedule;
 - (ii) Immunisation Standards;
 - (iii) Immunisation Handbook;
 - (iv) National Standards for Vaccine Storage and Transportation for Immunisation Providers 2017, including achievement of "Cold Chain Accreditation"; and
 - (v) the National Immunisation Schedule;
- (c) record the Vaccines given by a Pharmacist Vaccinator or Authorised Vaccinator on the Immunisation Portal, and include all of the required information in the Immunisation Portal, including the Eligible Service User's National Health Index number.

4. Equipment, resources, and support

- 4.1 The Provider must maintain all equipment required to provide a quality, safe, effective, and efficient service that meets the requirements of the Immunisation Standards and National Standards for Vaccine Storage and Transportation for Immunisation Providers 2017.
- 4.2 The Provider must purchase the Vaccines from the supplier notified to it by Pharmac.
- 4.3 The cost of the Vaccines will be advised by Pharmac from time to time, and Te Whatu Ora will advise the Provider of any change to the cost as soon as practicable after the change.
- 4.4 The Pharmacist Vaccinator or Authorised Vaccinator must be supported by another individual trained in First Aid and CPR.

5. Service linkages

- 5.1 The Provider must establish and maintain linkages with:
- (a) local PHOs and general practices;
 - (b) all providers that provide Immunisation Services;
 - (c) the Provider's local Medical Officer of Health;
 - (d) the Provider's local Immunisation Coordinator;
 - (e) the district Immunisation nurse leader; and
 - (f) the Immunisation Advisory Centre.

6. Performance Measures

- 6.1 The effectiveness of Immunisation Services delivered by the Provider and other community pharmacy providers will be measured by whether, for each Vaccine, the percentage of Eligible Service Users who receive the Vaccine, is increased from the previous year's percentage.

Fees, payments, and claiming rules

7. Payment for Immunisation Services

- 7.1 Subject to clause 8, the Provider may claim, and Te Whatu Ora will pay, an Immunisation Services Fee for administering a Vaccine to an Eligible Service User in accordance with this Schedule.

- 7.2 The Immunisation Services Fee is:
- (a) \$27.84 (GST exclusive) for administering a Vaccine to an Eligible Service User if no other vaccine is administered on the same day; and
 - (b) the purchase cost (inclusive of GST) of the Vaccine administered to an Eligible Service User.

7.3 The payment for provision of Immunisation Services under this Schedule is a stand-alone payment, independent of any other payments under this Agreement.

8. Conditions of payment

- 8.1 Te Whatu Ora will pay the Provider an Immunisation Services Fee only if:
- (c) the Vaccine dose has not already been given, or a reasonable effort has been made to check that it has not already been given, to the relevant Eligible Service User; and
 - (d) the claim relates to a Vaccine administered by a Pharmacist Vaccinator or Authorised Vaccinator;
 - (e) the claim is made in accordance with any requirements specified in this Agreement or specified in writing by Te Whatu Ora.
- 8.2 Nothing in this Schedule entitles the Provider to receive more than one Immunisation Services Fee if more than one Vaccine is administered to an Eligible Service User on the same day.

9. No payment to be sought from Eligible Service Users

- 9.1 The Provider must not in any circumstances demand or accept any Product Premium, Pharmacy Charge, Co-payment, or any other fee from any Eligible Service User to whom the Provider provides Immunisation Services.
- 9.2 To avoid doubt, clauses D.5 to D.10 do not apply to the Provider's provision of Immunisation Services unless the Provider provides Immunisation Services to a person other than an Eligible Service User, in which case clause D.4 applies.

Definitions

10. Definitions that apply to this Service Schedule

- 10.1 In this Service Schedule, unless the context requires otherwise, the following words and phrases have the following meaning:

Authorised Vaccinator means any person who is authorised by the Director-General of Health or a Medical Officer of Health to administer vaccines in accordance with section 44A of the Medicines Regulations 1984, and who has completed the vaccinator requirements set out in Appendix 4 of the Immunisation Handbook

Eligible Service Users means the persons described in clause 2

Immunisation Handbook means the "Immunisation Handbook 2020" as published by the Ministry and updated from time to time, including any handbook prepared by the Ministry to replace that Handbook

Immunisation Portal means the national computerised information system that holds immunisation details of New Zealand patients at the time of an immunisation. The Immunisation Portal will be the Aotearoa Immunisation Register when it is developed.

Immunisation Standards means the Immunisation standards for vaccinators and Guidelines for organisations offering immunisation services published by the Ministry and set out in Appendix 3 of the Immunisation Handbook, and includes any successor guidelines or protocols prepared by the Ministry for the same or similar purposes

Immunisation Services means the immunisation services described in this Schedule

Medical Officer of Health has the meaning given to that term in the Health Act 1956

National Standard for Vaccine Storage and Transportation for Immunisation Providers 2017 means the National Standard for Vaccine Storage and Transportation for Immunisation Providers 2017 - 2nd edition, October 2019 for cold chain management of the same name published by the Ministry, and includes any successor guidelines or protocols prepared by the Ministry for the same or similar purposes

Pharmacist Vaccinator means:

- (a) a Pharmacist who has completed the vaccinator requirements, as outlined in Appendix 4 of the Immunisation Handbook; and
- (b) in relation to influenza vaccines, includes a registered intern Pharmacist who has successfully completed the Vaccinator Foundation Course (or any equivalent training course approved by the Ministry of Health) and who complies with the immunisation standards of the Ministry of Health.

Vaccine means:

- (a) any vaccine that can be administered by a Pharmacist Vaccinator or an Authorised Vaccinator and is listed on the Pharmaceutical Schedule as being funded for provision through pharmacy when provided to Eligible Service Users in accordance with this Schedule; but
- (b) excludes any COVID-19 vaccine.