

Letter of Agreement

Community Pharmacy Minor Ailments Service

Between Te Whatu Ora – Health New Zealand, a Crown entity established under the Pae Ora (Healthy Futures) Act 2022 (**Te Whatu Ora**)
and
[EXAMPLE Provider] (**Provider**)
(each a “Party”, together “the Parties”)

Background

- A. Minor ailments are common, uncomplicated conditions which can be diagnosed and managed without medical intervention. Not all minor ailments are self-limiting, and left untreated can cause significant harm, and require more specialised care.
- B. The Provider is currently funded to provide professional advisory services, which includes advising on the treatment of minor ailments. While in many cases this involves education or onwards referral, it also often involves the supply of unsubsidised medicines and treatment aids.
- C. Consequently, those who cannot self-fund treatment must access the required medicines on prescription through urgent care or general practice, even though most of the medicines themselves are not classified as prescription medicines. This draws resource away from tasks that are only appropriately provided in the urgent care and general practice setting and creates inequities for those who are unable to access this care.
- D. To help address these issues, and to promote people’s health and wellbeing by helping to prevent, reduce, or delay the onset of health needs,¹ Te Whatu Ora will fund the Provider to provide the Minor Ailments Service (**MAS**).
- E. This Agreement records the terms and conditions on which the Provider will deliver the MAS.

1. Term

- 1.1 This Agreement commences on 12 June 2023 and will end on 30 September 2023, unless extended or terminated in accordance with this Agreement.

2. Relationship Principles

- 2.1 Te Whatu Ora and the Provider agree to:
 - (a) work with each other in good faith and in a spirit of cooperation and collaboration, recognising the benefits to be gained from sharing knowledge and expertise;

¹ This is consistent with the health sector principle in section 7(e) of the Pae Ora (Healthy Futures) Act 2023.

- (b) commit to open, honest and transparent communications, including to capture feedback in a timely way to improve the delivery and evaluation of the MAS; and
- (c) act in accordance with the Crown's principles for action on Te Tiriti o Waitangi.

3. Te Whatu Ora's responsibilities

3.1 Te Whatu Ora will:

- (a) pay the Provider the fees and payments detailed in this Agreement (including the Service Specification); and
- (b) comply with any obligations on Te Whatu Ora set out in this Agreement.

4. Provider's responsibilities

4.1 The Provider agrees to:

- (a) provide the MAS in accordance with this Agreement (including the Service Specification in the Appendix);
- (b) ensure that the MAS is provided:
 - (i) in a way that reflects the health sector principles in the Pae Ora (Healthy Futures) Act 2023 (**Pae Ora Act**), and any relevant strategies made under the Pae Ora Act;
 - (ii) in a manner that is consistent with current good practice and meets all current clinical, ethical and professional standards and guidelines;
 - (iii) in a manner that is consistent with the Provider's regulatory and professional obligations specified in clauses B.4 to B.11 of its Integrated Community Pharmacy Services Agreement (**ICPSA**) as if "Services" included the MAS; and
 - (iv) in a timely, equitable, and efficient manner to meet Eligible Service Users' assessed needs; and
- (c) comply with all applicable statutory and other legal requirements including, without limitation, the Privacy Act 2020, the Health Information Privacy Code 2020, and the Children's Act 2014.

5. Reporting

- 5.1 The Provider will report on its delivery of MAS as set out in the Service Specification. In particular, the Provider will submit information through the Pharmacist Consultation Record webform.
- 5.2 The Provider acknowledges that proactively sharing insights and feedback with Te Whatu Ora regarding the delivery of MAS will help Te Whatu Ora evaluate the service.

6. Audit

- 6.1 To assess the Provider's performance and compliance with this Agreement, Te Whatu Ora may undertake an audit of the Provider.
- 6.2 For the purposes of carrying out an audit, the Provider agrees to allow Te Whatu Ora and its authorised agents access on 24 hours' notice to:
- (a) its premises;
 - (b) all premises where the records relating to MAS are kept;
 - (c) staff, or other people used by the Provider to deliver the MAS; and
 - (d) Eligible Service Users (and their whānau) as defined in the Service Specification.
- 6.3 Te Whatu Ora's right to audit under this clause continues after this Agreement ends, but only to the extent that it is relevant for the period during which this Agreement exists.

7. Claims and payments

- 7.1 Fees and payments for the MAS are specified in the Service Specification.
- 7.2 The Provider will make claims for those fees and payments in accordance with the Service Specification and this Agreement.
- 7.3 In particular, in order to obtain a payment for a MAS Consultation and to be reimbursed for an Approved Treatment Aid that has been supplied (as defined in the Service Specification), the Provider will:
- (a) complete the Pharmacist Consultation Record webform in the Nominated Portal (**Claim**); and
 - (b) submit the Claim. The submitted Claim will be automatically sent to a payment agent of Te Whatu Ora that has been notified to the Provider (**Payment Agent**).
- 7.4 The Payment Agent will pay the Provider in accordance with the following payment schedule:

| Payments will be made by the Payment Agent on these dates: | On Claims received by the Payment Agent on or before: | For MAS Consultations and Approved Treatment Aids provided and supplied in the period: |
|---|--|---|
| 20 July 2023 | 30 June 2023 | June 2023 |
| 22 August 2023 | 31 July 2023 | July 2023 |
| 20 September 2023 | 31 August 2023 | August 2023 |
| 20 October 2023 | 30 September 2023 | September 2023 |

- 7.5 If the Provider fails to carry out the MAS in accordance with the Service Specification, the fee payable under this Agreement may be withheld by Te Whatu Ora and the Payment Agent, or Te Whatu Ora may require the Provider to repay on demand (or by way of set-off) an amount to Te Whatu Ora for any services claimed that are not in accordance with the Service Specification.

7.6 Before any payment is withheld, Te Whatu Ora will first discuss the identified issue with the Provider.

7.7 If the Provider has complied with this Agreement but does not receive a payment in accordance with clause 7.4, the Provider may submit a payment query to:

(a) Clinical Assessments Limited (POAC) (Northern, Te Manawa Taki and Te Waipounamu Regions): accounts@poac.co.nz

(b) Midcentral Community Pharmacy Group (Central Region): carol@mcp.org.nz

7.8 If a payment query is received, Te Whatu Ora will use its best endeavours to ensure that the payment query is resolved as soon as practicable.

8. Indemnity

8.1 The Provider will indemnify Te Whatu Ora and keep Te Whatu Ora Indemnified (and will indemnify and keep indemnified the Payment Agent) against all claims, losses, damages, penalties, and reasonable costs and expenses (but excluding indirect or consequential losses) caused by:

(a) the Provider's failure to comply with any provision of this Agreement; or

(b) any act or omission by either the Provider or by any person for which the Provider is responsible, where that act or omission occurs in the course of the Provider performing (or failing to perform) an obligation in the Agreement.

8.2 Clause 8.1 does not mean that the Provider is responsible for legal liabilities caused by the Te Whatu Ora or the Payment Agent's actions or omissions.

8.3 Where there is joint responsibility, each party will bear its own proportion of the liability according to the degree of responsibility involved.

9. Right to end the Agreement

9.1 Either Party may end this Agreement for any reason by giving the other party 30 days' written notice. The Agreement will end on the expiry of the 30 days, or at a later date specified in the notice.

9.2 Te Whatu Ora may terminate this Agreement immediately if:

(a) the Provider is not complying with any of its obligations under this Agreement, and Te Whatu Ora has given the Provider at least 10 days' notice of the need to comply with such obligations; or

(b) the Provider ceases providing services under the ICPSA or gives Te Whatu Ora notice of its termination of the ICPSA.

10. Dispute resolution

- 10.1 If any disputes arise in connection with this Agreement, the Parties will endeavour to resolve any such differences through kanohi ki te kanohi discussion in good faith and transparently, in accordance with the Relationship Principles.
- 10.2 If the dispute still cannot be resolved, the Parties will follow the dispute resolution process set out in clauses C.20 to C.24 of the ICPSA as if as if “Services” included the MAS.

11. Variation

- 11.1 The Parties may agree in writing to vary the terms of this Agreement. Any variation will take effect as specified in the agreed variation.

12. Intellectual property

- 12.1 All reports and information produced and submitted for the purposes of providing and completing the MAS will be the property of Te Whatu Ora.

13. No assignment

- 13.1 The Provider agrees that it will not assign, delegate, or transfer its obligations under this Agreement without Te Whatu Ora’s specific written approval.

14. Entire agreement

- 14.1 This Agreement sets out the entire agreement between us relating to the MAS, and supersedes all prior oral and written representations, understandings, arrangements or agreements relating to the MAS.

EXECUTION

To formally record the Provider’s agreement to the terms and conditions set out in this letter, please sign this letter, and return the Agreement to scannedagreements@health.govt.nz . The letter will be countersigned and returned to the Provider for your records.

Te Whatu Ora

Authorised Signatory:
Name:
Position:
Date:

EXAMPLE ONLY

Your provider-specific Agreement will be sent upon completion of the opt-in process.

[Name of Provider]

By signing below the Provider acknowledges that it has read and understood the terms and conditions set out in this Agreement and agrees to be bound by them.

Authorised Signatory:
Name:

EXAMPLE ONLY

Your provider-specific Agreement will be sent upon completion of the opt-in process.

Position:

Date:

The Provider acknowledges that, due to the time constraints, it may submit Claims in accordance with this Agreement prior to formally signing and returning this Agreement. If a Claim is submitted prior to signing, Te Whatu Ora will consider that the Provider has accepted the terms and conditions of this Agreement.

EXAMPLE

Appendix

SERVICE SPECIFICATION

COMMUNITY PHARMACY MINOR AILMENTS SERVICE

The Services

1. Background and service objectives

1.1 Te Whatu Ora wishes to fund a Community Pharmacy Minor Ailments Service (MAS) to:

- (a) improve access to consultations, advice and treatments for minor ailments and reduce inequity of health outcomes;
- (b) promote care through community pharmacy by encouraging the use of community pharmacists as a first port of call for consultation and treatment; and
- (c) assist in managing the time demands on general practice and urgent care through the transfer of care to pharmacists where appropriate.

2. Eligible Service Users

2.1 An Eligible Service User is a Service User who:

- (a) is one of the following:
 - (i) is under 14 years old;
 - (ii) is a whānau member of Service User who is under 14 years old, and who has the same condition as that Service User;
 - (iii) identifies as Māori or Pasifika ethnicity; or
 - (iv) has a Community Services Card (CSC) or is the dependent child of a CSC holder and is 14 to 17 years of age; and
- (b) has an Approved Condition.

2.2 The Provider is not required to verify (ie., require evidence) an Eligible Service User's ethnicity or CSC status.

3. Access and delivery of the MAS

3.1 The Provider will ensure that the MAS is always available to Eligible Service Users when the Provider's premise is open for normal business, as specified in the Provider's ICPSA.

3.2 The Provider will ensure safe and sustainable staffing levels so that it is able to continue to deliver all of the services that Te Whatu Ora contracts the Provider to deliver under the Provider's ICPSA.

3.3 The Provider may only deliver the MAS to Eligible Service Users who are located within an Approved Area, unless Te Whatu Ora agrees otherwise in writing.

4. Service Components

- 4.1 The Provider must provide the MAS in accordance with the service components set out in this clause.
- 4.2 The Provider must assess the person or whānau member presenting to the Provider (which includes assessing their condition) to determine whether they are an Eligible Service User.
- 4.3 If the person is an Eligible Service User, the Provider will undertake a MAS Consultation. Each MAS Consultation must:
- (a) be undertaken in a private consultation room (where appropriate), unless clause 4.5 or clause 4.8 apply;
 - (b) establish the relevant history and clinical information of the Eligible Service User;
 - (c) include a primary diagnosis and a MAS Management Plan that is discussed with the Eligible Service User; and
 - (d) be carried out by either a pharmacist, a Nurse, or an Intern Pharmacist under the supervision of a Pharmacist who:
 - (i) is registered and holds an Annual Practising Certificate under the Health Practitioners Competence Assurance Act 2003; and
 - (ii) is practicing within their Scope of Practice.
- 4.4 Each MAS Management Plan may include one or more of the following:
- (a) advice and reassurance, including what to do if the Approved Condition worsens or does not improve;
 - (b) provision of an Approved Medicine or Approved Treatment Aid along with appropriate advice; and
 - (c) for any condition that requires treatment or further investigation that is beyond the scope of the Provider:
 - (i) referral to the Eligible Service User's general practitioner (GP), urgent care or telehealth provider where appropriate. The mode of referral will be based on the acuity of the condition observed by the person undertaking the MAS Consultation; or
 - (ii) if the Eligible Service User's GP is not available, or the Provider requires guidance, the Provider may seek assistance from the Whakarongorau clinical advice line: **0800 177 622** between 8:00am and 8:00pm. Through this resource, the Provider can also provide the Eligible Service User direct referral to a Registered Doctor, who will contact the Eligible Service User for further consultation. **Please note that this phone number is not publicly available and should not be given to the public.**
- 4.5 The Provider may undertake a virtual MAS Consultation for an Eligible Service User if:
- (a) the Provider has determined that a virtual MAS Consultation is clinically and professionally justifiable to meet local need; and

- (b) the Eligible Service User receives the same standard care as an in-person MAS Consultation, including any necessary Approved Medicines being supplied in a timeframe appropriate for the condition being treated.
- 4.6 If, during a virtual consultation with an Eligible Service User, it becomes evident to the Provider that an in-person MAS Consultation is necessary, the Provider must do one of the following depending on what is most practicable for the Eligible Service User:
- (a) arrange for the Eligible Service User to have an in-person MAS Consultation with the Provider;
 - (b) refer the Eligible Service User to another pharmacy delivering MAS; or
 - (c) where no there is no other pharmacy delivering MAS accessible to the Eligible Service User, refer the Eligible Service User to another appropriate healthcare provider based on the acuity of the condition.
- 4.7 In clause 4.6(b) and (c) above, the Provider must not claim a MAS Consultation Fee as a full MAS Consultation has not been completed.
- 4.8 The Provider may provide MAS Consultations and Approved Medicines and Approved Treatment Aids at an off-site location such as a pre-school or marae provided all legislative requirements are met for the transport, custody and supply of any Approved Medicines provided under the service.
- 4.9 If, following a MAS Consultation, the Provider decides to dispense an Approved Medicine, the Provider must:
- (a) exercise clinical and professional judgement to determine the quantity of the Approved Medicine to be dispensed to the Eligible Service User. The long-term treatment and management of Approved Conditions is not within the scope of this service.; and
 - (b) comply with all Pharmaceutical Schedule quantity supply restrictions.
- 4.10 For any person who is not an Eligible Service User, the Provider will follow its usual practice for advice, treatment and referral in accordance with its obligations under the ICPSA.

Fees, payment and claiming rules

5. Consultation Fee

- 5.1 Te Whatu Ora will pay the Provider a MAS Consultation Fee of \$25.00 (GST exclusive) for each Eligible Service User that is provided a MAS Consultation.
- 5.2 The Provider will claim each MAS Consultation Fee through the Nominated Portal by providing the required information set out in the Nominated Portal. Subject to clause 4.7, a claim can be made for a MAS Consultation to an Eligible Service User, regardless of the outcome (i.e., regardless of whether an Approved Medicine is dispensed, only advice is provided, or the Eligible Service User is referred to a GP).
- 5.3 For each MAS Consultation, the Provider may only claim one MAS Consultation Fee for an Eligible Service User, whether the Eligible Service User presents with one or more Approved

Conditions, or the Provider provides routine follow-up with the Eligible Service User in accordance with their management plan.

- 5.4 Despite clause 5.3, the Provider may claim an additional MAS Consultation Fee for the same Eligible Service User in respect of the same Approved Condition in exceptional circumstances if the Provider:
- (a) has determined that a further full MAS Consultation is clinically necessary;
 - (b) records the clinical reasons and the circumstances which make the subsequent MAS Consultation necessary; and
 - (c) provides those records to Te Whatu Ora on request.
- 5.5 If an Eligible Service User presents to the Provider on a separate occasion with a different Approved Condition, including in the unlikely event that this occurs on the same day that an Eligible Service User has already received a MAS Consultation, the Provider may undertake a MAS Consultation in relation to that different Approved Condition and claim a MAS Consultation Fee for that separate MAS Consultation.
- 5.6 The Provider may claim a MAS Consultation Fee for each whānau member of a child under 14 years of age that has the same Approved Condition and requires management under MAS.
- 5.7 For the avoidance of doubt, the Provider cannot claim a MAS Consultation Fee for determining whether a Service User is an Eligible Service User.

6. Approved Medicine

- 6.1 Te Whatu Ora will pay the Provider a Dispensing Transaction Fee (including Approved Medicine reimbursement cost) and Case Mix Service Fee for each Approved Medicine that the Provider dispenses to an Eligible Service User following a MAS Consultation.
- 6.2 The Provider will claim the Dispensing Transaction Fee and Case Mix Service Fee for each Approved Medicine that has been dispensed in accordance with clause 6.1 through the Provider's usual prescription batch claiming process, which is through the Provider's pharmacy management system (RxOne/Toniq). The following are requirements for the Provider for each claim:
- (a) the patient code for the dispensing(s) must be 'C4' ('C1' for Community Services Card holder); and
 - (b) the 'prescriber' must be entered as the Registered Health Professional who completed the MAS Consultation.

7. Approved Treatment Aid

- 7.1 Te Whatu Ora will pay the Provider (by way of reimbursement) for any Approved Treatment Aid that the Provider supplies to an Eligible Service User following a MAS Consultation.
- 7.2 The Provider will claim the reimbursement price for each Approved Treatment Aid that is supplied in accordance with clause 7.1 through the Nominated Portal.
- 7.2 The reimbursement price for each Approved Treatment Aid is listed in Appendix One.

8. Provider must not charge an Eligible Service User

- 8.1 Subject to clause 8.2 below, the Provider must not charge an Eligible Service User any amount for the MAS provided to that Eligible Service User. In particular, the Provider must not charge the Eligible Service User:
- (a) for the MAS Consultation;
 - (b) a prescription co-payment (if any) for any Approved Medicine or Approved Treatment Aid;
 - (c) for any pharmaceutical treatment provided if there is an equivalent Approved Medicine available, unless the Eligible Service User specifically requests a medicine that is not an Approved Medicine;
 - (d) for any treatment aid provided if there is an equivalent Approved Treatment Aid available, unless the Eligible Service User specifically requests a treatment aid that is not an Approved Treatment Aid; and
 - (e) any after-hours charge for the provision of MAS.
- 8.2 Delivery of any medicines or any other item associated with MAS is not funded under this service. The Provider may charge an Eligible Service User a delivery fee if the Eligible Service User has requested a delivery and is made aware of reasonable alternatives to receive MAS treatment without incurring a delivery charge.

9. Reporting

- 9.1 The Provider will provide Te Whatu Ora with all information that it requires for reporting purposes by submitting claims for MAS through the Nominated Portal.
- 9.2 The Provider agrees to assist Te Whatu Ora to gather feedback on the MAS from Eligible Service Users by:
- (a) inviting Eligible Service Users to submit feedback using a feedback form provided by Te Whatu Ora; and
 - (b) supporting Eligible Service Users who do not have a device that can utilise a QR code.

Definitions

Approved Area means an area listed in Appendix Two of this Service Specification and listed on Te Whatu Ora MAS page (<https://www.tewhātuora.govt.nz/for-the-health-sector/community-pharmacy/community-pharmacy-minor-ailment-service/>), which Te Whatu Ora may update from time to time by notifying the Provider of that update in writing.

Approved Condition means a condition listed in the first column of Appendix One of this Service Specification and a condition listed on Te Whatu Ora MAS page (<https://www.tewhātuora.govt.nz/for-the-health-sector/community-pharmacy/community-pharmacy-minor-ailment-service/>), which Te Whatu Ora may update from time to time by notifying the Provider of that update in writing.

Approved Medicine means a medicine listed in Appendix One of this Service Specification and a medicine listed on Te Whatu Ora MAS page (<https://www.tewhātuora.govt.nz/for-the-health-sector/community-pharmacy/community-pharmacy-minor-ailment-service/>), which Te Whatu Ora may update from time to time by notifying the Provider of that update in writing.

Approved Treatment Aid means a treatment aid that is highlighted yellow listed in Appendix One of this Service Specification and a treatment aid listed on Te Whatu Ora MAS page (<https://www.tewhatuora.govt.nz/for-the-health-sector/community-pharmacy/community-pharmacy-minor-ailment-service/>), which Te Whatu Ora may update from time to time by notifying the Provider of that update in writing.

Case Mix Service Fee means the fee calculated in accordance with clause 17 of Schedule 1 of the ICPSA.

Dispensing Transaction Fee means the fee calculated in accordance clause 16 of Schedule 1 of the ICPSA.

ICPSA means the Integrated Community Pharmacy Services Agreement that the Provider has entered into with Te Whatu Ora.

MAS Consultation means a consultation that complies with the requirements in clause 4 of this Service specification.

MAS Consultation Fee means the fee of \$25 (+GST).

Nominated Portal means the portal that is applicable in the District in which the Provider is based, as notified to the Provider.

Service User means a person who is eligible to receive publicly funded health services as specified in a direction issued by the Minister of Health that is continued under clause 30 of Schedule 1 of the Pae Ora (Heathy Futures) Act 2022, or specified in regulations made under section 102 of that Act.

Approved Conditions, Approved Medicines and Approved Treatment Aids

| Approved Condition | Medication / Treatment Aid | Pharmacode® | Subsidy (where not listed in the Pharmaceutical Schedule) |
|---|---|--------------------|---|
| Acute Diarrhoea/vomiting/dehydration | | | |
| | Oral rehydration powder sachets (Electral) | 2576937 | |
| | Pedialyte - Bubblegum | 2504308 | |
| | Loperamide 2mg tablets | 2184427 | |
| | Loperamide 2mg capsules | 2365545 | |
| Bacterial Eye Infection | | | |
| | Chloramphenicol 0.5% eye drops | 335142 2368137 | |
| | Chloramphenicol 1% eye ointment | 2576902 | |
| Eye Inflammation | | | |
| | Hypromellose 0.3% eye drops (with dextran 0.1%) | 229075 | |
| | Paraffin liq with woolfat (Polyvisc) | 2035812 | |
| | Sodium cromoglicate 2% eye drops | 2645416 | |
| | Lodoxamide (Lomide) | 424544 | |
| Pain/Fever | | | |
| | Paracetamol 120mg/5ml | 2650665 | |
| | Paracetamol 250mg/5ml | 2643650 | |
| | Ibuprofen oral liq 20mg/ml | 2551985 | |
| (Treatment Aid) | BD Syringe, syringe 5 mL | 201952 | \$0.22+GST |
| (Treatment Aid) | BD Syringe, syringe, 10 mL | 2029758 | \$0.22+GST |
| | Paracetamol 500mg tablets | 2612712 | |
| Skin | | | |
| Scabies | Permethrin 5% Cream | 479233 | - |
| | Permethrin 5% Lotion | 2332027 | |
| Head lice | Dimethicone 4% | 2351293 | |
| (Treatment Aid) | Parasidose Head Lice Comb (metal), shrink wrap | 2185083 | \$6.70+GST |
| Eczema/Dermatitis | Emulsifying ointment | 2597535 | |
| | Paraffin liquid + paraffin soft white | 2639106 | |
| | Cetomacrogol aqueous 90% + glycerol 10% 500mL | 2642778 | |
| | Cetomacrogol aqueous 90% + glycerol 10% 1000ML | 2642786 | |
| | Aqueous Cream SLS free (Gem brand) | 2615592 | |
| | Cetomacrogol Cream | 2615509 | |
| | Fatty Cream - AFT brand | 2627426 | |
| | Zinc and castor oil Oint | 2537753 2658399 | |
| | Hydrocortisone 1% Cream | 2646587 | |
| Minor Skin Infections | Clotrimazole 1% Cream | 2184362 | |
| | Miconazole with H'cort 1% | 704733 | |
| | Hydrogen peroxide 1% Cream | 2399504 | |
| | Povidone Iodine 10% Ointment | 2159252 | |
| | Povidone Iodine 10% Antiseptic Solution (15mL) | 2013304 | |
| | Povidone Iodine 10% Antiseptic Solution (100mL) | 777447 | |

Appendix Two: Approved Areas

| Description of Approved Area | Representative geographical area |
|------------------------------|---|
| Northland | As described in Schedule 1 of the New Zealand Public Health and Disability Act 2000 (relating to the former relevant DHB) |
| Waitematā | |
| Auckland | |
| Counties Manukau | |
| Bay of Plenty | |
| MidCentral | |
| Capital & Coast/Hutt Valley | |
| Canterbury | |
| Invercargill | The territorial local authorities of Invercargill, Southland, Gore |