

# **PHO Services Agreement Amendment Protocol**

**A PHO Services Agreement  
Referenced Document**

**Version 4.3.1**

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This document is available at the following website  
[tewhaturora.govt.nz/our-health-system/primary-care-sector/](https://www.tewhaturora.govt.nz/our-health-system/primary-care-sector/)

Date of this revision: 29 March 2023

Revision date	Previous revision date	Summary of Changes
12 May 2016	6 August 2014	Update website address Added Technical Advisory Service (TAS) as DHBSS is the national arm of TAS. All acronyms spelt out in full in the first instance. Update to Appendix two to reflect that decision papers are to be received 10 working days before the scheduled meeting.
6 March 2019	12 May 2016	Update website address. Replaced references to DHBSS with TAS. Updated clause 5.2 with an enhanced process to introduce new items.
28 March 2023	6 March 2019	Catch up of revisions agreed and minuted at PSAAP on 3 November 2021 around the protocol membership replacing GPLF with Contracted Providers. Impacted clauses: 2.2(c), 3.4(c), 5.1(d)

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## **1. Context of the Primary Health Organisation Services Agreement**

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- 1.1 District Health Boards (DHBs) and Primary Health Organisations (PHOs) have entered into the PHO Services Agreement to enable the provision of primary health care services to enrolled populations and other eligible persons. DHBs and PHOs are also parties to Alliance Agreements that provide for certain health care services to be developed and delivered in accordance with decisions made by Alliance Leadership Teams.
- 1.2 These documents set the contractual foundation for a collaborative relationship between DHBs and PHOs to enable delivery of integrated healthcare services on a best for patient care and best for system basis. This partnership-based approach has patients at the centre, in which care is delivered closer to home by trusted, motivated health professionals working in an effective and efficient manner, and requires strong clinical leadership to succeed. This approach seeks to achieve improved health outcomes for all population groups.
- 1.3 The following negotiation principles used to determine amendments to the PHO Services Agreement provide a collective commitment to:
  - (a) resolving disagreements co-operatively and, wherever possible, achieving consensus;
  - (b) honesty and integrity, and developing a high degree of trust;
  - (c) adopting and fostering an open and transparent approach to sharing information;
  - (d) professional behaviour and leadership; and
  - (e) remaining flexible and responsive in order to support an evolving health environment.
- 1.4 These negotiation principles also support a partnership approach and collaboration between DHBs and PHOs to deliver integrated health care services, and support for innovation in the delivery of these services.
- 1.5 It is therefore essential that any group or forum negotiating changes to the PHO Services Agreement adopts these negotiation principles, and is cognisant of the strategic environment in which primary health care services are delivered, and also emerging issues related to primary health care service delivery.

## **2. PHO Services Agreement Amendment Protocol Group**

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- 2.1 A PHO Services Agreement Amendment Protocol Group (the PSAAP Group) is established to:
- (a) consider and make decisions and/or recommendations on Proposals for variations to the PHO Services Agreement (excluding local agreements between a DHB and a PHO recorded in Part E of the PHO Services Agreement);
  - (b) consider and make decisions and/or recommendations on Proposals for variations to a Referenced Document (including this Referenced Document), or to add a Referenced Document; and
  - (c) be a forum for information sharing and discussion of strategic, policy and operational settings that may have a consequential impact on parties to the PHO Services Agreement.
- 2.2 The PSAAP Group comprises:
- (a) each PHO's appointed agent (note that more than one PHO may appoint the same agent), including a representative appointed by the Maori PHO caucus as defined by the primary care sector;
  - (b) each DHB's appointed agent (note that more than one DHB may appoint the same agent);
  - (c) up to two Contracted Provider representatives appointed by the Contract Provider Caucus; and
  - (d) up to two representatives appointed by the Ministry of Health.
- 2.3 A quorum for a meeting of the PSAAP Group is:
- (a) those PHOs or their agents who together represent 75% of all PHOs; and
  - (b) those PHOs or their agents who represent 75% of all enrolled patients in PHOs; and
  - (c) those DHBs or their agents who together represent 75% of all DHBs; and
  - (d) one Contracted Provider representative; and
  - (e) one Ministry of Health representative.
- 2.4 No decision of a meeting of the PSAAP Group is effective if a quorum is not present.
- 2.5 PHOs may choose to align with a specific caucus which shares common perspectives and concerns in relation to a matter relevant to the PHO Services Agreement, and work through caucus representatives.

### **3. PHO Services Agreement Amendment Protocol Negotiation Process**

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- 3.1 The PSAAP Group may refer a substantive Proposal to the PSAAP Negotiation Process.
- 3.2 A substantive Proposal will include:
  - (a) re-negotiation of the PHO Services Agreement or a Referenced Document, or negotiation of a new Referenced Document;
  - (b) re-negotiation of one or more substantive sections of the PHO Services Agreement;
  - (c) negotiation of a long-standing issue where the PSAAP Group has been unable to reach a decision;
  - (d) negotiation of a Proposal that one or more PSAAP members determine to be substantive.
- 3.3 The PSAAP Group will appoint a PSAAP Negotiation Team with the mandate from their constituents to negotiate a substantive Proposal.
- 3.4 The PSAAP Negotiation Team comprises:
  - (a) four DHB representatives;
  - (b) four PHO representatives;
  - (c) two Contracted Provider representatives appointed by the Contracted Provider Caucus; and
  - (d) two Ministry of Health representatives.
- 3.5 The PSAAP Negotiation Team will:
  - (a) be clinical leaders and senior level managers;
  - (b) have a mix of knowledge and competencies that include metropolitan, provincial, rural, Maori and high needs communities; and
  - (c) have the opportunity to caucus, including with their advisors, during negotiation meetings.
- 3.6 A quorum of the PSAAP Negotiation Team will be the representatives identified in clause 3.4, or an appointed delegate in the event of absence or unavailability, unless the constituent chooses not to replace the representative.
- 3.7 No decision shall be effective unless a quorum of the PSAAP Negotiation Team is present.

#### **4. Appointing Your Agent on the PSAAP Group**

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- 4.1 Each PHO may appoint their own agent to represent them on the PSAAP Group by written notice to the Chair.
- 4.2 You may change your representative or agent at any time by written notice to the Chair.
- 4.3 You will meet your own costs in relation to any Proposal and your participation in any PSAAP proceedings.

#### **5. Referring Matters to the PSAAP Group**

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- 5.1 The following may refer a Proposal to the PSAAP Group:
  - (a) the PHOs' appointed agents;
  - (b) the DHBs' appointed agents;
  - (c) the Ministry of Health; or
  - (d) the Contracted Provider Caucus.
- 5.2 New Proposals referred to the PSAAP Group will be addressed to the Secretariat and provide:
  - (a) the purpose and rationale for the proposal; and
  - (b) PSAAP with the opportunity to establish a Working Group (if required) that will be convened to consider the proposal in detail and provide recommendations to the PSAAP Group.

#### **6. Decision-making Process**

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- 6.1 Consistent with the negotiation principles in clause 1.3, the PSAAP Group and PSAAP Negotiation Team will endeavour to reach a consensus decision in relation to all Proposals. Decision flow charts are shown in Appendix One.
- 6.2 The PSAAP Group may appoint a subcommittee of its members to consider any matter and report back to the PSAAP Group.
- 6.3 The PSAAP Group may refer a Proposal to the PSAAP Negotiation Process in accordance with clause 3.
- 6.4 The PSAAP Group and PSAAP Negotiation Team will make binding decisions when members have a mandate to agree. If members do not have a mandate to agree, a PSAAP meeting or teleconference will be convened to confirm the decision. Alternatively, this process may be undertaken in writing.

- 6.5 If the PSAAP Group is unable to agree to a Proposal by consensus, it may be referred to the PSAAP Negotiation Team to either make the decision (subject to a mandate being available as per clause 6.4), or provide advice on the Proposal, for example that:
- (a) more work is needed;
  - (b) a vote is required;
  - (c) the Proposal fails; or
  - (d) another direction is required.
- 6.6 If the PSAAP Group or the PSAAP Negotiation Team is unable to reach a consensus decision on a Proposal then the Proposal may be effected by a vote and agreement of the following representatives:
- (a) DHB representatives representing at least 75 percent of DHBs; and
  - (b) at least 75 percent of the PHOs, and
  - (c) PHOs who represent at least 75 percent of all enrolled patients in PHOs; and
  - (d) at least one Contracted Provider representative; and
  - (e) a representative appointed by the Maori PHO Caucus as defined by the primary care sector; and
  - (f) the Ministry of Health's representative.
- 6.7 Following inability to reach a decision and it is imperative a Proposal is progressed, it may be either:
- (a) negotiated individually between DHBs and PHOs as a Local Service to Part E of the PHO Services Agreement; or
  - (b) introduced as a Compulsory Variation i.e. for items consistent with clause B.19(1)(b) of the PHO Services Agreement.
- 6.8 Decisions of the PSAAP Group or the PSAAP Negotiation Team will be binding upon all parties, and a variation to the PHO Services Agreement or Referenced Document for execution by its respective parties will be issued accordingly with the agreements reached.



## **7. Process of Issuing Amendments to the PHO Services Agreement or a Referenced Document**

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- 7.1 Where the PHO Services Agreement is varied in accordance with clause 6 the Secretariat will issue:
- (a) to all PHOs and DHBs, a notice containing the:
    - (i) memorandum of variation; and
    - (ii) date upon which the variation comes into effect;
  - (b) a public notice via Technical Advisory Service's (TAS's) website, notifying other interested parties of the matters referred to in clause 7.1(a).

## **8. Meeting Administration**

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- 8.1 The PSAAP Group and PSAAP Negotiation Team will meet as and when required on such day and time as the Secretariat notifies in writing or email to each member.
- 8.2 Additional meetings or other processes to progress business may be agreed to by a majority of members at any meeting.
- 8.3 The Chair may accept or invite additional persons (including specialist advisors and stakeholder representatives) to participate in and contribute to discussion at its meetings as the Chair considers appropriate. Such additional participants may not vote on any matter.
- 8.4 Not less than ten (10) Business Days notice of a meeting or a series of meetings must be given to every member of the PSAAP Group or PSAAP Negotiation Team, provided that a shorter notice period may be given with the agreement of the majority of the members.
- 8.5 Notice for a meeting will include the date, time and place for the meeting and a list of the matters to be discussed, together with any Proposal(s) for consideration in accordance with clause 5.
- 8.6 Meetings may be held either:
- (a) by a number of its members who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
  - (b) by means of audio and/or audio-visual communication by which all members participating and constituting a quorum can simultaneously hear each other throughout the meeting; or
  - (c) a combination thereof.

- 8.7 Proposals (or other papers) submitted for consideration and discussion at a meeting of the PSAAP Group will be managed according to the process described in Appendix Two. A shorter notice period may be given with the agreement of the majority of the members of the PSAAP Group.
- 8.8 DHBs will ensure that their agent, TAS, provides secretariat and administrative services (the Secretariat) to support the functions of the PSAAP Group and the PSAAP Negotiation Team in accordance with the instructions of the Chair, including ensuring that minutes are kept of the proceedings of all meetings.

## 9. Chairperson

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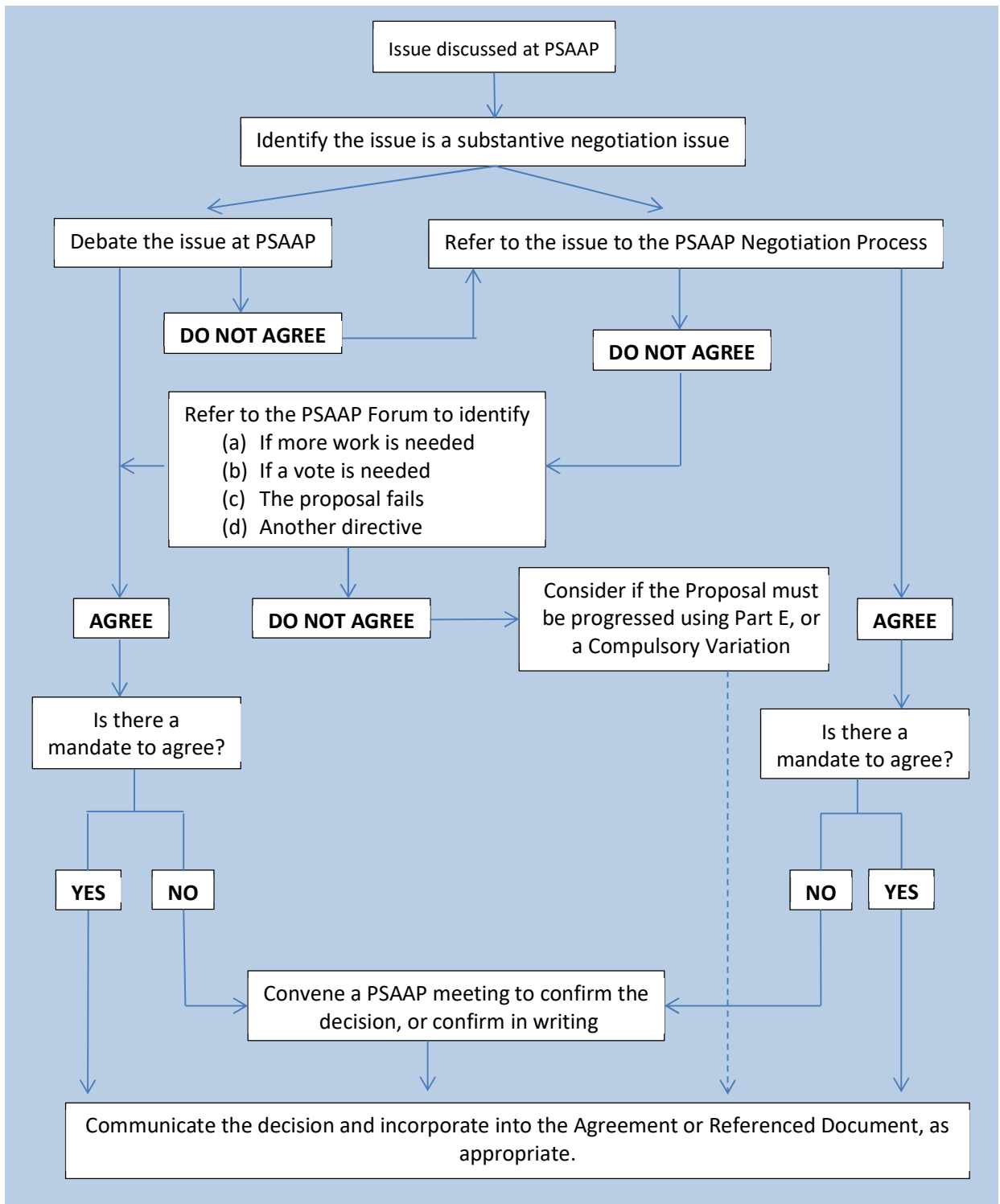
- 9.1 The PSAAP Group will appoint a chairperson (the Chair) to chair the PSAAP Group and PSAAP Negotiation Team.
- 9.2 The Chair holds that office until:
- (a) she or he vacates office; or
  - (b) the members of the PSAAP Group elect a Chair in his or her place; or
  - (c) the members of the PSAAP Group remove him or her from office.
- 9.3 The following process will be followed to appoint the Chair:
- (a) PSAAP Secretariat will notify all parties that nominations for the Chair role are being called for;
  - (b) PSAAP Group will:
    - (i) receive all nominations;
    - (ii) seek applications from those nominees,
    - (iii) review applications and interview applicants where appropriate; and
    - (iv) make a recommendation for the Chair to the PSAAP Group.
  - (c) The successful applicant's appointment will be agreed to by the PSAAP Group.
- 9.4 The DHBs will ensure the Chair is engaged accordingly by their agent, TAS.
- 9.5 For the avoidance of doubt, the role of the Chair is to facilitate the effective operation of meetings of the PSAAP Group and the PSAAP Negotiation Team. The Chair has no voting rights on any matter in the case of an independent Chair, and in the case of the Chair being drawn from the PSAAP Group membership, has no casting vote.

## 10. Definitions and Construction

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- 10.1 In this Referenced Document, unless the context requires otherwise, capitalised words have the meanings given to them in the PHO Services Agreement.
- 10.2 The following capitalised words are unique to this Referenced Document and have the following meanings:
- Chair** means the chairperson of the PSAAP Group;
- Contracted Provider** means an entity holding a back-to-back agreement for first level services with a PHO;
- TAS** means Technical Advisory Services, which is the District Health Boards' shared support services and provides Secretariat services for PSAAP;
- Proposal** means a paper describing a proposed amendment to the PHO Services Agreement (including any Referenced Document) or any other matter relevant to the operation of PHO Services Agreement;
- PSAAP Group** means the group established pursuant to clause 2 of this Referenced Document;
- PSAAP Negotiation Team** means the team established pursuant to clause 3 of this Referenced Document;
- Referenced Document** means a document included, or to be included in Schedule B3 of the PHO Services Agreement.
- Secretariat** means the administrative support services provided by DHBs for the PSAAP Group and PSAAP Negotiation Team, via their agent, TAS; and
- You** means a person appointed to represent a party to the PHO Services Agreement as per clause 2.2.

## Appendix One: PSAAP Decision-making Process



## **Appendix Two: Meeting Timeframes and Processes**

Meetings will be organised on a yearly basis for March, early May, August and November. If PSAAP considers it maybe necessary to hold additional meeting(s) these can be set either at the start of the year or when required. . Written papers are required to be sent to the Secretariat within the deadlines identified to ensure all parties have an appropriate timeframe to consult with their constituent organisations before the PSAAP meeting.

Draft Minutes of the previous meeting to be with the Chair within 14 working days.

Secretariat to actively manage the action register, liaise with authors of 'Decision' and 'For Information/Discussion' papers to ensure they meet the timeframe for circulation.

Work to commence on draft agenda immediately following the meeting and to be to be agreed with the Chair 10 days prior to the meeting.

Agenda and papers circulated to PSAAP members 10 working days prior to the meeting.

Later 'Decision' papers will be accepted on the understanding that they maybe considered but not necessarily a decision made as PHOs need time to consult.