National Variation 7 to Integrated Community Pharmacy Services Agreement

BETWEEN

Health New Zealand I Te Whatu Ora

NZBN: 9429050678402

AND

[Name]

[NZBN]

1 February 2026

CONTENTS

National Variation 7 to Integrated Community Pharmacy Services Agreement

A: SUMMARY

Background

A. On or after 1 October 2018, a former District Health Board (now Health New Zealand I Te Whatu Ora) ("**Health NZ**") and the Provider entered into the Integrated Community Pharmacy Services Agreement ("**Agreement**").

B. The parties have agreed to vary the agreement six times, with the latest national voluntary variation coming into effect on 1 December 2024. A Compulsory Variation was made to the Agreement on 12 December 2025 to address technical changes required for the government's 12-month prescriptions policy, including in respect of co-payments, time limits for receiving claim items and resubmissions, and submission of prescription forms. A further Compulsory Variation will be entered into by the parties in order to mitigate adverse impacts of the 12-month prescriptions policy in relation to service payment commitments from 1 July 2026 onwards.

C. 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.

D. Two new Service Schedules are being added under Schedule 3A for COVID-19 Antiviral Services and Extended Pharmacy Services.

E. The Provider and Health NZ agree to amend the Agreement as set out in this national variation 7 ("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 The entire Variation will apply with effect on and from 1 July 2025.

A2.2 If Health NZ does not receive this Variation signed by the Provider by 5 pm on 30 January 2026 but receives it:

(a) before 5 pm on the 13th day of the last month of any quarter, all of the clauses in Part B of this Variation will take effect on the first day of the next quarter, except clauses B1.2; B2.2; B3.2; B4.2; B11.2; B12.2; B12.3; B12.4

(b) after 5 pm on the 13th day of the last month of any quarter, all of the clauses in Part B of this Variation will take effect on the first day of the quarter immediately following the next quarter except clauses B1.2; B2.2; B3.2; B4.2; B11.2; B12.2; B12.3; B12.4

A3 Signatures

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

(signature)

Name .....

Position .....

Date .....

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

(signature)

Name .....

Position .....

Date .....

B CHANGES TO THE AGREEMENT

B1 Changes to the Handling Fee

B1.1 The follow clauses are amended by replacing the specified Handling Fee (HF) of "$1.20" with "$1.28":

(a) clauses 16.2, 30.2, 31.2, and 32.2 of Schedule 1 (Dispensing and Professional Advisory Services);

(b) clause 12.2 of Schedule 3A.1 (Opioid Substitution Treatment Services);

(c) clause 9.2 of Schedule 3A.2 (Aseptic Services);

(d) clause 9.2 of Schedule 3A.3 (Sterile Manufacturing Services);

(e) clause 10.2 of Schedule 3A.4 (Clozapine Services (Monitored Therapy Medicine Services));

(f) clause 12.2 of Schedule 3B.1 (Long-term Conditions Services);

(g) clause 9.2 of Schedule 3B.2 (Community Residential Care Pharmacy Services);

(h) clause 9.2 of Schedule 3B.3 (Age-related Residential Care Pharmacy Services); and

(i) clause 7.2 of Schedule 3B.4 (Special Foods Services).

B1.2 For 1 July 2025 to 31 January 2026, Health NZ will, despite anything else in this Agreement, pay the Provider an amount to reflect the increase in the Handling Fee, as set out in this clause B1.1, no later than 30 June 2026. Specifically, Health NZ will pay the Provider the difference between:

(a) the amount that would have been paid to the Provider by Health NZ in respect of the Handling Fee for the period 1 July 2025 to 31 January 2026, if the increased Handling Fee specified above had been paid for that period; and

(b) the actual amount paid to the Provider by Health NZ as Handling Fees for 1 July 2025 to 31 January 2026.

B2 Changes to the Case Mix and LTC Case Mix initial base service fee

B2.1 The following clauses are amended by replacing the initial base service fee (ISF) of "$5.30" with "$5.61":

(a) clauses 18.1 and 27.5 of Schedule 1 (Dispensing and Professional Advisory Services); and

(b) clauses 15.1 and 24.5 of Schedule 3B.1 (Long-term Conditions Services).

B2.2 The parties agree that, despite anything else in this Agreement:

(a) the Interim Case Mix Service Fee payments (and equivalent LTC payments) paid to the Provider for 1 July 2025 to 31 January 2026 will be calculated on the basis that the ISF was $5.30; and

(b) the increase in the ISF to $5.61 will be reflected in the stage two recalculation of those payments (the Final Case Mix Service Fee payment), which will be paid in accordance with the Agreement.

B3 Changes to Case Mix and LTC Case Mix repeat base service fee

B3.1 The following clauses are amended by replacing the repeat base service fee (RSF) of "$3.45" with "$3.66":

(a) clauses 19.1 of Schedule 1 (Dispensing and Professional Advisory Services); and

(b) clauses 16.1 of Schedule 3B.1 (Long-term Conditions Services).

B3.2 The parties agree that, despite anything else in this Agreement:

(a) the Interim Repeat Case Mix Service Fee payments (and equivalent LTC payments) paid to the Provider for 1 July 2025 to 31 January 2026 will be calculated on the basis that the RSF was $3.45; and

(b) the increase in the RSF to $3.66 will be reflected in the stage two recalculation of those payments (the Final Case Mix Service Fee payment), which will be paid in accordance with the Agreement.

B4 Changes to the Per Pack Fee

B4.1 Delete the existing definition **Per** Pack **Fee** and insert the following new amended definition:

Per Pack Fee *means an amount paid by Health NZ as an additional margin payment towards the procurement and stockholding costs for a subsidised pack of a Pharmaceutical as listed in the Pharmaceutical Schedule, being:*

(a) $0.30; except that

(b) if less than a full pack of the relevant Pharmaceutical as listed in the Pharmaceutical Schedule is Dispensed, the Per Pack Fee will be paid on a pro-rated basis

B4.2 For 1 July 2025 to 31 January 2026, Health NZ will, despite anything else in this Agreement, pay the Provider an amount to reflect the increase in the Per Pack Fee as set out in this clause B4.1 no later than 30 June 2026. Specifically, Health NZ will pay the Provider the difference between:

(a) the amount that would have been paid to the Provider by Health NZ in respect of the Per Pack Fee for the period 1 July 2025 to 31 January 2026, if the increased Fee specified above had been paid from 1 July 2025; and

(b) the actual amount paid to the Provider by Health NZ in respect of the Per Pack Fee for 1 July 2025 to 31 January 2026.

B5 Changes to Part A Background

B5.1 **Context of this Agreement**

Delete the existing clause A.1(2) and insert the following:

Health NZ also wish to expand the role of pharmacy in managing patient care in the community, supporting timely access and enhancing the efficiency of care delivery and ensure that community pharmacy services are delivered in accordance with the New Zealand Health Strategy and other policy and strategy initiatives related to the delivery of health care services. The New Zealand Health Strategy has six themes that guide the direction of health in New Zealand, which are:

(a) voice at the heart of the system;

(b) flexible, appropriate care;

(c) valuing our workforce;

(d) a learning culture;

(e) a resilient and sustainable system; and

(f) partnerships for health and wellbeing.

B5.2 Delete the existing clause A.1(3)(b) and insert the following:

(b) must comply with Crown Directions, including the direction to comply with the Government Procurement Rules given by the Minister for the Public Services and the Minister of Finance on 19 June 2014.

B5.3 **Structure of this Agreement and priority of Parts**

Insert the following new clause references after A.3(2)(b)(v)

(vi) Schedule 3A.6 (COVID-19 Antiviral Services); and

(vii) Schedule 3A.7 (Extended Pharmacy Services).

B6 Changes to Part B Service and Quality Requirements

B6.1 Children's Act 2014

Delete the existing clause B.9(2) and insert the following:

(2) The Provider must conduct and agrees to co-operate with Health NZ in relation to children's worker safety checks as required by the Children's Act 2014.

B6.2 Special provisions relating to Schedule 1

Delete clause B.26(3)(a) and insert the following:

(a) if the Pharmacy Council advises that the changes would be inconsistent with Pharmacists' professional obligations under their scope of practice or the Code of Ethics.

Delete existing B.26(3)(b)

B6.3 Special provisions relating to Schedule 3B.1 (LTC Services)

Delete the existing clause B.28.

B6.4 Māori Health

Delete the existing clause B.34(1) and insert the following:

The Provider must, with reference to He Korowai Oranga – Māori Health Strategy, Pae Tū: Hauora Māori Strategy and Whakamaua – Māori Health Action Plan, contribute to improvements in Whānau Ora and to the reduction in Māori health inequalities by:

(a) recognising the cultural values and beliefs that influence the effectiveness of services for Māori; and

(b) consulting and including Māori in service design and delivery.

B6.5 Health and Safety policies and procedures

Delete the existing sub clause B.46(1)(b)(i) and insert the following:

(i) policies and procedures to protect Service Users, Staff, and visitors from infections that could occur as a result of Service delivery that are consistent with nationally accepted

guidelines and the requirements set out in the Ngā Paerawa Health and Disability Services Standard (NZS8134:2021); and

B7 Changes to Part C General Terms

B7.1 **Notices**

Delete the existing sub clause C.49(2) and insert the following:

(2) Each notice or other communication that is required to be in writing under this Agreement must include the Agreement Reference Number, and must be made by personal delivery, post, courier, or email and marked for the attention of the person or office holder, advised by the addressee to the addresser to receive notices.

Delete sub clause C.49(4) (a) (fax).

B7.2 **Executing this Agreement**

Delete the existing sub clause C.59(2) and insert the following:

(*2) This Agreement may be executed on the basis of an exchange of emailed copies of this Agreement.*

B8 Changes to Part E Definitions

B8.1 Definitions Part E.1(1)

Insert the following new definition:

COVID-19 Antiviral Services *means those services described and provided in accordance with Schedule 3A.6 (if applicable)*

Delete the existing definition **Data Specification** and insert the following new definition:

Data Specification *means the Pharmaceutical Transaction Data Specification available on the Health NZ website (or any other website advised by Health NZ from time to time), as amended by Health NZ from time to time following engagement with Provider representatives*

Insert the following new definition:

Extended Pharmacy Services *means those services described and provided in accordance with Schedule 3A.7 (if applicable)*

Delete the existing definition **Health Information Privacy Code** and insert the following amended definition:

Health Information Privacy Code *means the code relating to privacy of Health Information issued under section 32 of the Privacy Act 2020*

Delete the existing definition **HUHC** and insert the following amended definition:

HUHC *means the High Use Health Card as defined in the Health Entitlement Card Regulations 1993*

Delete the existing definition **Immunisation Services** and insert the following amended definition:

Immunisation Services *means immunisation services that are provided in accordance with Schedule 3A.5 (if applicable)*

Delete the existing definition **Maximum Standard Co-payment Amount** and insert the following new definition:

Maximum Standard Co-payment Amount *means an amount determined by Government or the Ministry of Health from time to time as being the maximum Co-payment that a Service User may be charged for Dispensing a Pharmaceutical that has been prescribed by an approved provider. A list of approved providers can be found in the Procedures Manual and on the Health NZ website.*

Insert the following new definition:

Nurse Practitioner *means a person registered as a practitioner of the profession of nursing, whose scope of practice permits the performance of nurse practitioner functions, and who holds a current annual practising certificate.*

Delete the existing definition **NZPHD Act** and insert the following new amended definition:

NZPHD Act *means the New Zealand Public Health and Disability Act 2000 (repealed on 1 July 2022).*

Delete the existing definition **Practitioner** and insert the following new amended definition:

Practitioner *means a Medical Practitioner, a Dentist, a Midwife, an Optometrist, a Nurse Practitioner or a 'designated prescriber' (as that term is defined in the Medicines Act), who holds a current annual practising certificate, or any other health professional who is legally permitted to prescribe Pharmaceuticals to Eligible People*

Delete the existing definition **Prescription Form** and insert the following new amended definition:

Prescription Form *means a prescription form, medicines order (including a Bulk Supply Order or Practitioner's Supply Order), or other request, which is prepared by a Practitioner in accordance with all applicable legislation*

Delete the existing definition **Procedures Manual** and insert the following new amended definition:

Procedures Manual *means the publication entitled Pharmacy Procedures Manual available on the Health NZ website (or any other website advised by Health NZ from time to time), as amended by Health NZ from time to time following engagement with provider representatives*

Delete the existing definition **Provider Reference Number** and insert the following new amended definition:

Provider Number *means the Provider's unique identification number printed on the cover of this Agreement*

Delete the existing definition **Quarter** and insert the following new amended definition:

Quarter *means the quarter in a year beginning on 1 July, 1 October, 1 January or 1 April*

B9 Changes to Schedule 1, Dispensing and Professional Advisory Services

B9.1 Additional claiming and payment rule for Dispensing Transaction Fee

Delete existing sub clause 15.1(g) and;

(a) insert new sub clause 15.1(g) Immunisation Services

(b) insert new sub clause 15.1(h) COVID-19 Antiviral Services

(c) insert new sub clause 15.1(i) Extended Pharmacy Services

B9.2 Stage three: Final Case Mix Service Fees

Delete existing reference in clause 23.1 to ‘year ending 30 September’ and insert new reference to ‘year ending 30 June’.

B10 Changes to Schedule 2 Additional Professional Advisory Services

B10.1 Background

Delete existing clause 1.1

B10.2 Clause 3.2;

(a) delete the existing;

PP = the Payment Pool for the Quarter, which is $8,633,000

(b) and insert the following:

PP = the Payment Pool for the Quarter, which is $4,791,250

B10.3 The parties acknowledge that the Additional Professional Advisory Services (APAS) Payment paid to the Provider in 1 July 2025 to 31 March 2026 was calculated on the basis that the Payment Pool for the relevant Quarter was $8,633,000, rather than the new Payment Pool of $4,791,250 for each Quarter. Accordingly, Health NZ will calculate the difference between:

(a) the APAS Payments actually paid to the Provider in 1 July 2025 to 31 March 2026; and
(b) the APAS Payment payable to the Provider, based on the Payment Pool for each Quarter being $4,791,250.

B10.4 This Variation provides for a redistribution of funding currently paid as part of the APAS Payment Pool to other fees. The reversal payment will be larger than the new payment for all pharmacies. The parties agree that, despite anything else in this Agreement, Health NZ will set-off the amount calculated under clause B10.3 above against any other amounts owed by Health NZ to the Provider, in June 2026, in accordance with clause D.43 of the Agreement.

B11 Changes to Schedule 3A.5, Immunisation Services

B11.1 Delete existing service schedule and insert amended service schedule as follows:

SCHEDULE 3A.5

IMMUNISATION SERVICES

The Services

1. Background and service objectives

1.1 Pharmacist Vaccinators, Authorised Vaccinators and Vaccinating Health Workers employed by pharmacies are well equipped to offer and administer Vaccines to Eligible Service Users. Health NZ wishes to fund the delivery of Immunisation Services by 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 administered by Pharmacist Vaccinators, Authorised Vaccinators and Vaccinating Health Workers are recorded on the AIR.

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, Authorised Vaccinators and Vaccinating Health Workers 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 AIR 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 appropriately 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 (including interns); or

(ii) an Authorised Vaccinator; or

(iii) a Vaccinating Health Worker;

to the extent that the Immunisations Services are supervised as required and provided within the scope of that vaccinator's authorisation and scope of practice.

(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 AIR and include all of the required information in AIR, including the Eligible Service User's NHI 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 Health NZ 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 Health NZ will pay, an Immunisation Administration Fee or an Immunisation Co-administration Fee for administering a Vaccine to an Eligible Service User in accordance with this Schedule.

7.2 The Immunisation Administration Fee is the purchase cost (if any) (inclusive of GST) of the Vaccine administered to an Eligible Service User, and one of the following:

- *(a) $37.50 (GST exclusive) for administering an influenza Vaccine or a COVID-19 Vaccine to an Eligible Service User, unless another Vaccine is administered to that Eligible Service User on the same day; or*
- *(b) $46.00 (GST exclusive) for administering any other Vaccine to an Eligible Service User, unless another Vaccine is administered to that Eligible Service User on the same day.*
- *(c) If more than one Vaccine is administered to an Eligible Service User on the same day: (co-administered):*
  - *(i) Health NZ will pay the highest Immunisation Administration Fee of the Vaccines that are co-administered to that Eligible Service User (described in either 7.2 (a) or (b) above); and*
  - *(ii) $20.52 (GST exclusive) Immunisation Co-administration Fee for administering each additional Vaccine on the same day to that 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 Health NZ will pay the Provider an Immunisation Administration Fee or Immunisation Co-administration fee (as appropriate) only if:

- *(a) 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*

(b) *the claim relates to a Vaccine administered by a Pharmacist Vaccinator, Authorised Vaccinator or Vaccinating Health Worker;*

(c) *the claim is made in accordance with any requirements specified in this Agreement or specified in writing by Health NZ.*

(d) *The Provider has specified the Service User's NHI Number.*

8.2 The Provider is not entitled to receive more than one Immunisation Administration Fee if more than one Vaccine is administered to an Eligible Service User on the same day.

8.3 This Agreement is the sole contractual mechanism for the Provider to claim and receive payment of fees for Immunisation Services from Health NZ

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:

***AIR** means the Aotearoa Immunisation Register – a national computerised information system that holds immunisation details of New Zealand patients at the time of an immunisation.*

***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 Administration Fee** means the respective fee set out in clause 7.2(a) to (c) of this Service Schedule*

***Immunisation Co-administration Fee** means the respective fee set out in clause 7.2 (c)(ii) of this Service Schedule*

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 Services *means the immunisation services described in this Schedule*

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*

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, MMR, COVID-19 and HPV 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

Vaccinating Health Worker *means the definition under Regulation 44AA of the Medicines Regulations 1984.*

B11.2 For 1 July 2025 to 31 March 2026, Health NZ will, despite anything else in this Agreement, pay the Provider an amount to reflect the increase in the Immunisation Administration Fees and Immunisation Co-administration Fees and, as set out in this clause B11.1, no later than 31 August 2026. Specifically, Health NZ will pay the Provider the difference between:

(a) the amount that would have been paid to the Provider by Health NZ in respect of the Immunisation Administration Fees and Immunisation Co-administration Fees for the period 1 July 2025 to 31 March 2026, if the increased Immunisation Administration Fees and Immunisation Co-administration Fees specified above had been paid for that period; and

(b) the actual amount paid to the Provider by Health NZ as Immunisation Administration Fees and Immunisation Co-administration Fees for 1 July 2025 to 31 March 2026.

B11.3 Immunisation administration fees for Covid-19 immunisations that were co-administered between 1 July 2025, and 31 January 2026 will not be included in the wash-up.

B12 New Schedule 3A.6, COVID-19 Antiviral Services

B12.1 Insert new service schedule as follows:

Schedule 3A.6

COVID-19 ANTIVIRAL SERVICES

The Services

1. Background and service objectives

1.1 This Service Schedule relates to the provision of COVID-19 Antiviral Services to Eligible Service Users.

1.2 Health NZ will pay the Provider to provide COVID-19 Antiviral Services in accordance with clauses 5 and 6 of this Service Schedule.

2. Eligible Service Users

2.1 Eligible Service Users are Service Users who meet the Pharmac COVID-19 antivirals: Access Criteria.

3. Service components

3.1 The Provider must provide COVID-19 Antiviral Services in accordance with the following requirements:

(a) clauses 3 to 6 of Schedule 1; and

(b) in accordance with the most up-to-date version of the:

(i) Pharmaceutical Society of New Zealand training for oral COVID-19 antiviral medicines, and

(ii) Pharmac COVID-19 antivirals: Access Criteria.

3.2. COVID-19 Antiviral Services must be available to Service Users at all times when the Provider's Premises is open for normal business, in accordance with clause 11 of Schedule 1.

Quality requirements

4. Quality requirements

4.3 The Provider must:

(a) complete the Pharmaceutical Society of New Zealand training for oral COVID-19 antiviral medicines; and

(b) have access to up-to-date clinical information for Service Users in their Geographical Area via a clinical information sharing services system (e.g., HealthOne, Test Safe, Conporto) or other equivalent appropriate system, and have a process for how they will access this information for Service Users outside of their Geographical Area; and

4.4 Where a Service User has social or ongoing medical needs the Provider should refer them to their Medical Practitioner or Nurse Practitioner.

4.5_ COVID-19 antiviral medicine supply pursuant to a prescription or initiated by a Pharmacist assumes that the COVID-19 antiviral medicine has been prescribed in a manner consistent with Health NZ's Guidance on community use of oral COVID-19 antivirals

Fees, payments and claiming rules

5 Service charges and payments for COVID-19 Antiviral Services

5.1 Health NZ will pay the Provider in accordance with clause 6 of this Service Schedule

5.2 Subject to clause 5.3, if the Provider is required to provide Extemporaneously Compounded Preparations Services in relation to COVID-19 antiviral Services, the Provider must claim, and will be paid, in accordance with this Schedule 3A.6 (not under Schedule 1).

5.3 The Provider must not claim, and Health NZ will not pay for any COVID-19 Antiviral Services to Eligible Service Users, including the Dispensing of COVID-19 antiviral medicine under any other Service Schedule.

5.4 The Provider may only charge Service Users additional fees as permitted under clause D.7 of this agreement.

6. COVID-19 Antiviral Services Fee

6.1 Health NZ will pay the Provider a COVID-19 Antiviral Services Fee for each course of COVID-19 antiviral medicine that the Provider Dispenses to or for an Eligible Service User and claims for in accordance with this Agreement.

6.2 Where COVID-19 Antiviral Services are initiated by a pharmacist, Health NZ will pay a Pharmacist Initiated COVID-19 Antiviral Medicine Supply Fee as part of the COVID-19 Antiviral Services Fee.

6.2 The COVID-19 Antiviral Services Fee is calculated as follows:

$$R = ((Sc + (Sc \times M) + PF + (HF \times HFM) + PSf) \times GST) - CoP$$

where:

R = The COVID-19 Antiviral Services Fee that Health NZ will pay the Provider (if R is a positive number)

PSf = The Pharmacist Initiated COVID-19 Antiviral Medicine Supply Fee (where applicable), which is $37.50

Sc = the GST exclusive subsidy specified for the Pharmaceutical in the Pharmaceutical Schedule on the date of Dispensing

M = a margin towards the procurement and stockholding costs for the Pharmaceutical, which is:

(a) 0.03 if the Pharmaceutical Schedule Pack Subsidy for the Pharmaceutical is less than $150.00; and

(b) 0.04 if the Pharmaceutical Schedule Pack Subsidy for the Pharmaceutical is $150.00 or more

PF = the Per Pack Fee

HF = the Handling Fee for the Pharmaceutical, which is $1.28

HFM = the Handling Fee Multiplier for the Pharmaceutical, which is 9.98

GST = 1.15 (or such other amount as correctly reflects the GST rate on the date of Dispensing)

CoP = the Co-payment that the Provider may charge the Service User (if any).

6.3 Subject to clause 6.4, if "R" is a negative number:

(a) that number will be treated as a positive amount; and

(b) Health NZ will be entitled to recover that amount from the Provider (including by way of set-off).

6.4 Health NZ will not recover (nor be entitled to recover) the amount "R" if the Dispensing of the Pharmaceutical is a Negative A3 or J3 Transaction.

Definitions

7 Definitions that apply to this Service Schedule

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

COVID-19 antiviral medicine *means nirmatrelvir with ritonavir (Paxlovid) or any new COVID-19 antiviral medicines publicly funded by Pharmac.*

Pharmacist Initiated COVID-19 Antiviral Medicine Supply Fee *means that amount described in clause 6.2 of this Schedule.*

B12.2 For 1 October 2025 to 31 January 2026, Health NZ will, despite anything else in this Agreement, pay the Provider an amount to reflect the increase in the Handling Fee and, as set out in this clause B1.1, no later than 30 June 2026. Specifically, Health NZ will pay the Provider the difference between:

(a) the amount that would have been paid to the Provider by Health NZ in respect of the Handling Fee for the period 1 October 2025 to 31 January 2026, if the increased Handling Fee specified above had been paid for that period; and

(b) the actual amount paid to the Provider by Health NZ as Handling Fee for 1 October 2025 to 31 January 2026.

B12.3 For 1 October 2025 to 31 January 2026, Health NZ will, despite anything else in this Agreement, pay the Provider an amount to reflect the increase in the Pack Fee and, as set out in this clause B4.1, no later than 30 June 2026. Specifically, Health NZ will pay the Provider the difference between:

(a) the amount that would have been paid to the Provider by Health NZ in respect of the Pack Fee for the period 1 October 2025 to 31 January 2026, if the increased Pack Fee specified above had been paid for that period; and

(b) the actual amount paid to the Provider by Health NZ as Pack Fee for 1 October 2025 to 31 January 2026.

B12.4 The parties agree that, despite anything else in this Agreement:

(a) the Interim Case Mix Service Fee payments (and equivalent LTC payments) paid to the Provider for 1 October 2025 to 31 January 2026 will be calculated on the basis that the ISF was $5.30; and

(b) the increase in the ISF to $5.61 will be reflected in the stage two recalculation of those payments (the Final Case Mix Service Fee payment), which will be paid in accordance with the Agreement.

B13 Schedule 3A.7, Extended Pharmacy Services

B13.1 Insert new services schedule as follows:

SCHEDULE 3A.7

EXTENDED PHARMACY SERVICES

The Services

1. ***Background and Service Objectives***

1.1 Health NZ wishes to fund Extended Pharmacy Services to enable Service Users to access those Services in a pharmacy setting.

1.2 Provision of Extended Pharmacy Services by pharmacies is intended to:

(a) improve access to consultations, advice and treatments for minor ailments, management of certain long-term conditions 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 system pressures on general practice and urgent care through the transfer of care to Pharmacists where appropriate.

1.3 The provision of Extended Pharmacy Services is not intended to replace the ongoing relationship between the Service User and their Medical Practitioner or Nurse Practitioner. Service Users will always be considered holistically, and no condition will be managed in isolation. Any presentation that is beyond the scope of the Pharmacist must be referred to the Service User's Medical Practitioner or Nurse Practitioner or urgent care provider.

2. ***Method of contracting***

2.1 From time to time, we may provide you an additional Extended Pharmacy Services schedule for additional services or amend any existing service schedule (New Schedule). We must provide you 20 business days' notice before a New Schedule will commence.

2.2 By providing the services in accordance with the New Schedule, you will have been deemed to have accepted the New Schedule. You will claim for services in accordance with the New Schedule.

2.3 If you are unable to provide the Services in accordance with a New Schedule, then you must provide us with written notice immediately. By providing written notice, you will not be expected to provide the services under the New Schedule. Written notices should be sent to the address as provided in the New Schedule.

2.4 The specific Extended Pharmacy Services required by Health NZ may vary in accordance with identified local population need, with the intention that additional Extended Pharmacy Services will be added to or changed over time.

2.5 The provision of Extended Pharmacy Services is optional, and Providers may agree to provide one or more Extended Pharmacy Services in accordance with this Schedule.

2.6 Those Extended Pharmacy Services agreed to be provided by a Provider will be set out in writing by Health NZ to that Provider, detailing:

(a) the specific Services and components of Services to be provided;

(b) a description of the Eligible Service Users for the specific Service;

(c) Quality requirements

(d) Access and waiting time requirements

(e) Fees, payments and claiming rules to be applied;

(f) Definitions to be applied

(g) Termination provisions (not less than 3 months written notice from Health NZ).

~~(h)~~ The parties agree that any such formal letter will be deemed to be part of this Agreement, and that to the extent of any conflict between a provision in that letter and any clause of this Agreement, the wording of the formal letter will prevail with respect to the specific services provided under this Service Schedule.

*3. **Eligible Service Users***

3.1 Eligible Service Users may be limited to Service Users with a particular condition, targeted to a particular age range or living in a specified region or location. Any applicable eligibility criteria will be specified in writing by Health NZ.

3.2 The Provider must assess the person presenting to the Provider (which includes assessing their condition and any eligibility criteria) to determine whether they are an Eligible Service User.

*4. **Other Terms***

4.1 This Service Schedule, together with any formal letter issued by Health NZ in accordance with clause 1.4 above, may be updated from time to time on written notice by Health NZ to Providers.

4.2 The Parties agree that C.25 Variations and C.27 Procedure for Voluntary Variations will not apply to this Service Schedule or to any formal letter issued by Health NZ in accordance with clause 1.4 above.

4.3 For the avoidance of doubt, any variation of this Service Schedule or any formal letter issued under this Service Schedule is to enable Health NZ to commission Extended Pharmacy Services in a flexible way in order to respond to Service User need, and shall not purport to reduce the fee or any other payments payable by Health NZ to the Provider for the relevant Extended Pharmacy Service.

4.4 The parties agree that the various Extended Pharmacy Services to be provided under this Service Schedule will be reviewed as part of the annual NAAR process in accordance with clause B.23(2) of this Agreement.

5. Definitions

[Not used]

B14 Changes to Schedule 3B.1, Long-Term Conditions Pharmacy Services

B14.1 Delete definition of **LTC Services Protocol** in clause 27.1 and insert new amended definition as follows:

***LTC Services Protocol** means the publication titled "LTC Services Protocol", which is available on the Health NZ website or any other website advised by Health NZ, as amended by Health NZ from time to time following engagement with provider representative groups*

B15 Changes to Schedule 3B.5, Community Pharmacy Anti-coagulation Management Services

B15.1 Delete existing clause 1.3(e) and insert new amended clause 1.3 (e) as follows:

(e) reduce the burden on Medical Practitioners and Nurse Practitioners; and

B15.2 Delete existing clause 1.3(f)(ii) and insert new amended clause 1.3(f)(ii) as follows:

(ii) people with poor attendance at their general practice, or people who their general practice has difficulty contacting with the results of their INR test;

B15.3 Insert the words 'or Nurse Practitioner' after the words 'Medical Practitioner' in clauses 2.1(a) and (b).

B15.4 Insert the words ‘or Nurse Practitioner’ after the words ‘Medical Practitioner’ in clauses 5.2(b), (h), (i), and (j).

B15.5 Insert the words ‘or Nurse Practitioner’ after the words ‘Medical Practitioner’ in clause 6.1

B15.6 Insert the words ‘or Nurse Practitioner’ after the words ‘Medical Practitioner’ in clause 9.1.

B15.7 Delete the reference to Performance Reporting, Sector Operations, Health NZ, Private Bag 1942, Dunedin 9054 in clause 10.4.

B15.8 Delete the word ‘fax’ in sub clause 11.3(h).

B16 Changes to Schedule 3B.6, Smoking Cessation Services

B16.1 Delete the reference to ‘GP’ in Table B ‘Service Information (per Service User)’, Row ‘Referrals’.