

Variation to Pharmacy Services Agreement

between

«DHB» DHB

Contact: «Contract_Deputy»

and

«Provider_Name»

For the Provision of Pharmacy Services

«Postal_Address_1»

«Postal_Address_2»

«Postal_City»

Ph: «Main_Phone»

Fax: «Fax»

Contact: «Provider_Contact»

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This variation agreement (the **Variation**) is made on **1 December 2007**

between (1) «DHB» District Health Board;

and (2) «Provider_Name».

Introduction

- A. On «**Start Date**», an agreement between us commenced for the provision of pharmacy services (Agreement Reference Number «**Contract Number**»-00 (the **Agreement**)).
- B. Both of us wish to vary the Agreement to reflect the advice provided by the Pharmacy Services Advisory Group during the second quarter of 2007.

It is agreed

1. Definitions

Subject to the amendments to the terms set out in clause 5 of this variation, terms defined in the Agreement have the same meaning where they are used in this Variation.

2. Agreement

Both of us hereby agree to vary the Agreement on the terms set out in this Variation.

3. Remainder of Agreement

This Variation is not a stand-alone Agreement and, except as expressly amended by this Variation, the terms of the Agreement are to remain in full force and effect.

4. Execution

By our respective authorised signatories signing below, we both agree to comply with and be bound by the terms and conditions of this Variation.

«DHB» District Health Board by:

«Provider_Name» by:

Signature

Signature

Name

Name

Position

Position

Date

Date

Witnessed by:

Witnessed by:

Signature

Signature

Name

Name

Occupation

Occupation

Residence

Residence

Date

Date

5. Amendments to Part E. Definitions and Construction

5.1 Clause E1.3 of Part E to the Agreement is hereby amended by:

(a) adding the following definitions:

Medicines Act means the Medicines Act 1981, as amended from time to time, or its successor.

Medicines Regulations means the Medicines Regulations 1984, as amended from time to time, or its successor.

(b) deleting the definition of Authorised NRT Agent and replacing it with the following definition:

Authorised NRT Agent means a person authorised by us to issue NRT Exchange cards as part of the NRT Programme.

(c) deleting the definition of Dentist and replacing it with the following definition:

Dentist means a person registered as a dentist with the Dental Council under the HPCA Act who holds a current annual practicing certificate.

6. Amendments to Part F. Maori health and other population groups

- 6.1 Clause F1 of Part F to the Agreement is deleted and replaced with the following clause F1:

F1 Applicability of this clause and our assistance

F1.1 Applicability of this clause

Part F applies to you where the users of your Services include Maori or members of the other identified population groups, as the case may be. To avoid doubt, and in accordance with the New Zealand Public Health and Disability Act 2000, nothing in the Agreement entitles any person to preferential access to services on the basis of race.

F1.2 Our assistance

We agree to assist you to meet your obligations under this Part F.

7. Amendments to Part G. Quality Specifications

- 7.1 Clause G3.1 of Part G to the Agreement is deleted and replaced with the following clause G3.1:

G3.1 Quality Improvement Plan

You will develop and implement policies and procedures to comply with each of your obligations under this Part G and for the ongoing development and improvement of Service delivery quality. To achieve this you will develop and/or implement, as applicable, a written quality improvement plan, which will be reviewed, but not necessarily updated, as appropriate on an annual basis. The Quality Improvement Plan incorporates the following elements:

- (a) a statement of your organisation's philosophy and objectives regarding Service quality;
- (b) assigned responsibilities and accountabilities for quality activities;
- (c) systems and processes for maintaining and developing the quality of ongoing Service delivery and for defining priorities and new initiatives for quality development;
- (d) monitoring and measuring systems and processes to evaluate the effectiveness of quality activities and progress against the Quality Improvement Plan, including systems and processes for dealing with issues arising from Service User complaints or identified from Service User satisfaction surveys.

- 7.2 Addition of G5.6 Health Emergency Planning Clause

- (a) You agree to develop a Health Emergency Plan to ensure that your clients/patients and staff are provided for during a Health Emergency and ensure that this is reviewed periodically to maintain currency.
- (b) Your Health Emergency Plan will identify your response to a worst case scenario event affecting 40% of the population, with a 2% death rate).
- (c) A copy of the plan shall be made available to us on request and will be consistent with the our Pandemic and Emergency Plans which are available from the DHB.
- (d) When requested by us you will be involved in planning processes to ensure that emergency responses are integrated, co-ordinated and exercised. The level of participation required will be reflective of the nature of the services You provide and Your expected roles and services in an emergency situation. To ensure both of Us derive maximum benefit from these processes
 - (i) We will give you 30 days advance notice of this process.

- (ii) During this notice period, we will brief community pharmacies on the objectives of the process, and the scenarios to be tested by the process.
- (iii) We will work with your local community pharmacy emergency response co-ordinator(s) to ensure our process allows community pharmacies to test fully the effectiveness of their Health Emergency Plans.
- (iv) We will seek feedback from you on the lessons you learned from the process to allow us to improve our pandemic and emergency plans.
- (v) We will provide feedback to you on lessons we learned from the process to allow You to improve Your Health Emergency Plan.

7.3 Paragraph (k) of clause G6.3 of Part G to the Agreement is deleted and replaced with the following paragraph (k):

(k) the complaints procedure is consistent with our complaints policy, as updated from time to time. We will make our current complaints policy available to you.

7.4 Clause G7.4 of Part G to the Agreement is deleted and replaced with the following clause G7.4:

G7.4 Conscientious objection

You will not be required to provide Services where you object to doing so on grounds of conscience that are reasonably based on a recognised religious or cultural belief, including by way of example only, the supply of contraceptives on religious grounds. Where you decline to provide Services under this clause 7.4, you must comply with the requirements set out in clause G7.3.

8. Amendments to Part H. Payment for Services and Pharmaceuticals, claiming procedure and payment terms

- 8.1 Clause H4.8 of Part H to the Agreement is deleted and replaced with the following clause H4.8:

H4.8 Receipts for Pharmaceuticals

- (a) You agree to provide Service Users with a receipt for any prescribed Pharmaceutical provided, which is subsidised. This receipt must give the name of the Pharmaceutical, the cost to the Service User and the cost to the Government for the provision of the Pharmaceutical. A receipt must be provided in the same format as set out in the Procedures Manual.
- (b) For the avoidance of doubt, we do not require you to provide Service Users with a receipt when providing any prescribed Pharmaceutical, which is not subsidised.

9. Amendments to Part I. Meetings, reporting and information

9.1 Sub paragraphs (iii) of paragraph (b) of clause I 1.4 to the Agreement is deleted and replaced with the following sub- paragraphs (iii)

(iii) two DHB representatives ;

10 Amendments to Part N. Other miscellaneous terms governing our relationship

- 10.1 Clause N12.1 of Part N to the Agreement is deleted and replaced with the following clause N12.1:

N12.1 Form of notice

Each notice or other communication that is required to be in writing under this Agreement is to show the Agreement Reference Number and be made by facsimile, personal delivery or post at the facsimile number or address, and marked for the attention of the person or office holder (if any), designated for the relevant purpose by the addressee from time to time by notice to the other party.

- 10.2 Paragraph (b) of clause N12.3 of Part N to the Agreement is deleted and the subsequent paragraphs are renumbered accordingly.

11. Amendments to Schedule C1. Service specifications – Base Pharmacy Services

- 11.1 Clause 6.1 of the Base Pharmacy Services service specifications in Schedule C1 to the Agreement is deleted and replaced with the following clause 6.1:

6.1 Minimising barriers to access

You agree to minimise any barriers to Service Users accessing the Services to the extent where such matters are within your reasonable control.

- 11.2 Clause 8 of the Base Pharmacy Services service specifications in Schedule C1 to the Agreement is deleted and replaced with the following clause 8:

8 Service linkages

You agree to have effective links, where appropriate, with the following services:

- (a) secondary medical and surgical services;
- (b) primary medical and nursing services, including local organisations;
- (c) Maori primary and community care providers;
- (d) Pacific Islands primary and community care providers;
- (e) child health services;
- (f) mental health services;
- (g) maternity services;
- (h) dental services;
- (i) private specialists;
- (j) public health services; and
- (k) Service User advocacy services, including Maori and Pacific Islands advocacy services.