

First National Variation to the Primary Health Organisation Agreement Version 17.0

between

«DHB_NAME» DHB

Contact: «CONTRACTDEPUTY_NAME»

and

«PROVIDER_NAME»

PHO VERSION 17.0

«PROVIDER_ADDRESS»
«PROVIDER_ADDRESS2»
«PROVIDER_CITY»

Ph: «PROVIDER_PHONE»
Fax: «PROVIDER_FAX»

Contact: «PRVDRCONTACT_NAME»

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A: SUMMARY

A1 Definitions

- a. "we", "us", "our" means «DHB_NAME» DHB
- b. "you", "your" means «PROVIDER_NAME»
- c. "either of us" means either we or you
- d. "both of us" means both we and you

A2 The Agreement

In «CONTRACT_ORIGYEAR» a Health and Disability Services Agreement (the Agreement) was entered into. The Agreement commenced on «CONTRACT_ORIGSTARTDATE» and ended/ends on «CONTRACT_ORIGENDDATE» and is/was numbered («PROVIDER_NUMBER» / «CONTRACT_ORIGCONTRACTID»/«CONTRACT_ORIGVERSION»).

A3 Variation

In «CONTRACT_YEAR» the «CONTRACT_VERSION» variation to the Agreement was entered into. The variation commenced on «CONTRACT_STARTDATE» and was numbered («PROVIDER_NUMBER» / «CONTRACT_CONTRACTID»/«CONTRACT_VERSION»).

This is the «CONTRACT_VERSION» variation to the Agreement and modifies service details by attaching the first variation to PHO Version 17.0. This variation to the Agreement begins on 1 July 2005 and ends on «CONTRACT_ENDDATE».

A4 Section B

The attached Section B includes all of the adjustments to this Agreement as a result of this variation.

A5 Remainder of Agreement

The remaining terms and conditions of the Agreement are confirmed in all respects except for the variations as set out in this document.

A6 Signatures

Please confirm your acceptance of the Agreement by signing where indicated below.

For «DHB_NAME» DHB:

For «PROVIDER_NAME»:

_____ (signature)

_____ (signature)

Name

Name

Position

Position

Date

Date

B: PROVIDER SPECIFIC TERMS AND CONDITIONS

B1 It is agreed that the following details apply to this Variation

Legal Entity Name	«PROVIDER_NAME»
Legal Entity Number	«PROVIDER_NUMBER»
Agreement Number	«CONTRACT_CONTRACTID» / «CONTRACT_VERSION»
Variation Commencement Date	1 July 2005

B2 Details which apply to this Variation

REVIEW AND FUNDING ADJUSTMENT FOR CARE PLUS SERVICES

- The existing Clause 2.3 of Schedule F7 is deleted and replaced with the following clause:

2.3 If nine months after you began to provide Care Plus Services and each quarter thereafter You have not reached at least 50 percent of the number of Care Plus Patients that we expected you to have according to clause 1.1 of this Schedule F7, we will review and adjust your funding for Care Plus according to Schedule J8.
- The following Schedule J8 is added to Part J of the Agreement:

SCHEDULE J8

REVIEW AND FUNDING ADJUSTMENT FOR CARE PLUS SERVICES

1. Overview

- Schedule F7 sets out the arrangements for paying you for Care Plus Services. That Schedule F7 includes:
 - provision in clause 2.1 for increasing payments for Care Plus Services based on an expectation that after one year of implementing Care Plus Services you will have enrolled more than fifty percent of the Expected Care Plus Enrolments; and
 - provision in clause 2.3 for reviewing enrolments and reducing or discontinuing payments for Care Plus Services where you have not enrolled at least 50 percent of the Expected Care Plus Enrolments.
- This Schedule J8 provides further detail in relation to the review and funding adjustment process described in clause 2.3 of Schedule F7.
- In this Schedule J8 the phrase Expected Care Plus Enrolments means the expected number of enrolled Care Plus Patients as calculated according to clause 1.1 of Schedule F7.

2. Review process and payment action at nine months

2.1 Subject to clauses 2.2 and 2.3, we both agree that, if nine months after you start to implement Care Plus Services you have not enrolled more than fifty percent of Expected Care Plus Enrolments, our payments to you for Care Plus Services in the subsequent quarter will be as follows:

Actual enrolment compared to Expected Care Plus Enrolments	Payment Action
Less than or equal to 20 percent of the Expected Care Plus Enrolments	We will not make any further payment for Care Plus Services for the subsequent quarter.
More than 20 percent but less than or equal to 30 percent of the Expected Care Plus Enrolments	We will make only one monthly payment for Care Plus Services for the subsequent quarter.
More than 30 percent but less than or equal to 40 percent of the Expected Care Plus Enrolments	We will make only two monthly payments for Care Plus Services for the subsequent quarter.
More than 40 percent of the Expected Care Plus Enrolments	We will continue to Pay you in accordance with clause 2 of Schedule F7.

2.2 If your Expected Care Plus Enrolments have changed so as to reduce materially your actual level of enrolment compared to your Expected Care Plus Enrolments we may agree to make one further month's payment in addition to the payment action described in the table in clause 2.1 where we consider that such further payment is reasonable.

2.3 If your actual enrolment compared to Expected Care Plus Enrolments is greater than 10 percent of the Expected Care Plus Enrolments we may agree to make one further month's payment in addition to the payment action described in the table in clause 2.1 where we consider that such further payment is reasonable because:

- a) reducing payments for Care Plus Services will damage the viability of your developing Care Plus Services; or
- b) you are likely during the subsequent quarter to reach at least 50 percent of your Expected Care Plus Enrolments.

2.4 When considering whether to make a further month's payment according to clauses 2.2 and 2.3 we will take into account your Register relating to Care Plus enrolments in previous and current quarters, any other information you supply and include consideration of:

- a) the likely growth of Care Plus Patient numbers in the next quarter; and
- b) the likely impact that withholding Care Plus payments would have on you, in particular whether reducing payments for Care Plus Services will damage the viability of your developing Care Plus Service.

3. Continued provision of Care Plus Services

3.1 If for a period of time, we have reduced or discontinued any payments for Care Plus Services, you agree to continue to provide Care Plus Services using the Care Plus funding that we provided for the purpose in previous quarters.

4. Ongoing three monthly review

4.1 Subject to clauses 4.2 and 4.3 after the nine month review described in clause 2, until you have enrolled at least fifty percent of your Expected Care Plus Enrolments, we will continue to review your Care Plus enrolments and funding levels every three months and our payments to you for Care Plus Services in the subsequent quarter will be as follows.

Actual enrolment compared to Expected Care Plus Enrolments	Payment Action
Less than or equal to 20 percent of the Expected Care Plus Enrolments	We will not make any further payment for Care Plus Services for the subsequent quarter.
More than 20 percent but less than or equal to 30 percent of the Expected Care Plus Enrolments	We will make only one monthly payment for Care Plus Services for the subsequent quarter.
More than 30 percent but less than or equal to 50 percent of the Expected Care Plus Enrolments	We will make only two monthly payments for Care Plus Services for the subsequent quarter.

4.2 If your Expected Care Plus Enrolments have changed so as to reduce materially your actual level of enrolment compared to your Expected Care Plus Enrolments we may agree to make one further month's payment in addition to the payment action described in the table in clause 4.1 where we consider that such further payment is reasonable.

4.3 If your actual enrolment compared to Expected Care Plus Enrolments is greater than 10 percent of the Expected Care Plus Enrolments we may agree to make one further month's payment in addition to the payment action described in the table in clause 4.1 where we consider that such further payment is reasonable because:

- a) reducing payments for Care Plus Services will damage the viability of your developing Care Plus Services; or
- b) your Expected Care Plus Enrolments have, since the previous quarter, changed so as to reduce materially your actual level of enrolment compared to your Expected Care Plus Enrolments.

4.4 When considering whether to make a further month's payment according to clauses 4.2 and 4.3 we will take into account your Register relating to Care Plus enrolments in previous and current quarters, any other information you supply and include consideration of:

- a) the likely growth of Care Plus Patient numbers in the next quarter; and
- b) the likely impact that withholding Care Plus payments would have on you, in particular whether reducing payments for Care Plus Services will damage the viability of your developing Care Plus Service.

5. Set-off for overpayment

5.1 We both agree that, if any review shows that notwithstanding the reductions made pursuant to clause J.15.5:

- a) we have paid you for Care Plus Services; and
- b) you have not used those funds to provide Care Plus Services; and
- c) you will be unlikely to expend those funds for Care Plus Services in the future;

then we will set-off the overpayment according to clause F.14.