

**Sixth National Variation to the Primary Health
Organisation Agreement Version 17.0**

between

DHB

Contact:

and

PHO Agreement – V17.0 – 6th Variation

Contact:

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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 - CONTRACTOR SPECIFIC TERMS AND CONDITIONS

AMENDMENTS TO PART A

B.1. Parties to the Agreement

B.1.1 Clause A.1.3 of Part A to the Agreement is deleted and replaced with the following clause.

“A.1.3 You are [name] a Primary Health Organisation (PHO) established to implement the Primary Health Care Strategy within your Enrolled Population.”

B.2. Agreement for Services

B.2.1 Paragraph (a) of clause A.2.1 of Part A to the Agreement is deleted and replaced with the following paragraph:

“(a) you agree to:

- (i) deliver to your Enrolled Population and to other Eligible Persons the primary health care services described in Part H and Part J, in accordance with this Agreement (the Services); and
- (ii) undertake the associated tasks and management services required by this Agreement;

in a manner intended to achieve the objectives of the Primary Health Care Strategy.”

B.3. Referenced Documents

B.3.1 The PHO Agreement Amendment Protocol Group has agreed to changes to the Performance Management Programme Referenced Documents. New versions of those documents have been issued in accordance with clause A.7.3 of the PHO Agreement Amendment Protocol Referenced Document.

B.3.2 The version numbers for the following Referenced Document set out in the first table in clause 4.1 of Schedule A1 to Part A of the Agreement is updated to the following new version number:

Referenced Document Name	New Version Number
Performance Plan Template	1

AMENDMENTS TO PART C

B.4. Objective of the Agreement

B.4.1 Clause C.2.1 of Part C to the Agreement is deleted and replaced with the following clause:

“C.2.1 The objective of this Agreement is to enable you, working in a collaborative and equal relationship with us, to fulfil the responsibilities of a Primary Health Organisation to implement and deliver the Primary Health Care Strategy, through improving, maintaining and restoring the health of, and reducing inequalities among, your Enrolled Population and other Eligible Persons as appropriate, and in support of He Korowai Oranga – Maori Health Strategy.”

AMENDMENTS TO PART E

B.5. Organisational requirements

B.5.1 The following paragraph (d) is added to clause E.2.1 of Part E to the Agreement:

“(d) your governance processes and documents incorporate the principles set out in Schedule E1.”

and accordingly the word “and” is deleted at the end of paragraph (b) and the full stop at the end of paragraph (c) is replaced by “; and”.

B.5.2 The Appendix to this Variation is added as Schedule E1 to Part E of the Agreement.

AMENDMENTS TO PART F

B.6. First Level Services delivered to Enrolled Persons

Capitation payments for non-Access Practices

B.6.1 The Table in clause 1.2(a) of Schedule F1 to the Agreement is replaced with the following table:

			\$	
Non-Access First Contact			HUHC	
Age Group	Gender	CSC	N	Y
00-04	F	N/A	335.7492	514.2824
	M	N/A	357.2832	514.2824
05-14	F	N/A	86.4416	329.7460
	M	N/A	81.9256	329.7460
15-24	F	N/A	100.4872	317.6448
	M	N/A	55.3056	317.6448
25-44	F	Y	79.1164	317.6448
		N	7.9752	317.6448
	M	Y	47.0336	317.6448
		N	6.4436	317.6448
45-64	F	N/A	120.9464	347.8972
	M	N/A	90.3336	347.8972
65+	F	N/A	208.4260	373.1072
	M	N/A	179.7440	373.1072

B.6.2 Clause 1.2(b) of Schedule F1 to the Agreement (including the table) is deleted and replaced with the following new clause 1.2(b) and table:

“(b) We will Pay you in accordance with the table in this clause 1.2(b) for each Contracted Provider to which Part A of Schedule F4 applies, in accordance with clause 1.1 of Part A of Schedule F4, with respect to the funding levels for each age group.”

			\$	
Non-Access First Contact			HUHC	
Age Group	Gender	CSC	N	Y
00-04	F	N/A	335.7492	514.2824
	M	N/A	357.2832	514.2824
05-14	F	N/A	86.4416	329.7460
	M	N/A	81.9256	329.7460
15-24	F	N/A	100.4872	317.6448
	M	N/A	55.3056	317.6448
25-44	F	N/A	88.3020	317.6448
	M	N/A	57.0800	317.6448
45-64	F	N/A	120.9464	347.8972
	M	N/A	90.3336	347.8972
65+	F	N/A	208.4260	373.1072
	M	N/A	179.7440	373.1072

Capitation Payments for Access Practices

B.6.3 The table in clause 1.3 of Schedule F1 to the Agreement is deleted and replaced with the following table:

Access First Contact		\$ HUHC	
Age Group	Gender	N	Y
00-04	F	344.0432	514.2824
	M	362.2288	514.2824
05-14	F	108.9008	329.7460
	M	101.9328	329.7460
15-24	F	100.4872	317.6448
	M	55.3056	317.6448
25-44	F	88.3020	317.6448
	M	57.0800	317.6448
45-64	F	120.9464	347.8972
	M	90.3336	347.8972
65+	F	208.4260	373.1072
	M	179.7440	373.1072

B.7. Management Services

B.7.1 Clause 2.1 of Schedule F1 to Part F of the Agreement is deleted and replaced with the following new clause:

“2.1 The annual management services fee will be calculated per Enrolled Person according to the following tables:

(a) If your number of Enrolled Persons is 40,000 or below then the rate will be:

Number of Enrolled Persons	Management Fee per Enrolled Person
up to 20,000	\$14.7100
20,001 to 40,000	\$0.8484

- (b) If your number of Enrolled Persons is 40,001 or above but not more than 75,000 or below the rate will be:

Number of Enrolled Persons	Management Fee per Enrolled Person
up to 20,000	\$10.4680
20,001 to 75,000	\$5.0904

- (c) If your number of Enrolled Persons is 75,001 or above then the payment will be \$489,332.00 plus \$5.7168 per Enrolled Person above 75,000 Enrolled Persons.

B.8. Health Promotion services

- B.8.1 The table in clause 3.1 of Schedule F1 to the Agreement is deleted and replaced with the following table:

Health Promotion	\$ Maori/Pacific	\$ Non Maori/Pacific
Dep decile 1-8	2.4232	2.0192
Dep decile 9 & 10	2.8268	2.4232

B.9. Services to improve access for High Need Groups

- B.9.1 The table in clause 3.2 of Schedule F1 to the Agreement is deleted and replaced with the following table:

Services to Improve Access		Maori/Pacific		Non Maori/Pacific	
Age Group	Gender	\$ Dep decile 1-8	\$ Dep decile 9 & 10	\$ Dep decile 1-8	\$ Dep decile 9 & 10
00-04	F	68.8088	137.6172	0.0000	68.8088
	M	72.4456	144.8920	0.0000	72.4456
05-14	F	21.7796	43.5600	0.0000	21.7796
	M	20.3868	40.7728	0.0000	20.3868
15-24	F	20.0976	40.1944	0.0000	20.0976
	M	11.0612	22.1220	0.0000	11.0612
25-44	F	17.6604	35.3212	0.0000	17.6604
	M	11.4160	22.8320	0.0000	11.4160
45-64	F	24.1888	48.3784	0.0000	24.1888
	M	18.0668	36.1336	0.0000	18.0668
65+	F	41.6852	83.3708	0.0000	41.6852
	M	35.9492	71.8976	0.0000	35.9492

B.10. Fees for Administering Vaccine episodes

- B.10.1 Clauses 4.1, 4.2 and 4.3 of Schedule F2 to Part F of the Agreement are each amended by deleting the dollar amount in each clause and replacing each amount with "\$17.43".

B.11. Care Plus services

- B.11.1 Clause 2.2 of Schedule F7 to Part F of the Agreement is deleted and replaced with the following clause:

"2.2 For the purposes of the table set out in clause 2.1, we will calculate the full Care Plus Services funding as \$230.2665 (excl GST) multiplied by the expected number of Care Plus Patients in an Access Practice and/or a non-Access practice."

AMENDMENTS TO PART I

B.12. Scope of Part I

- B.12.1 The word "proved" in clause I.1.2 to Part I of the Agreement is deleted and replaced with the word "provided".

AMENDMENTS TO PART J

B.13. Rural Workforce retention – Schedule J3

- B.13.1 The table set out in clause 1.1 of Schedule J3 to Part J of the Agreement is deleted and replaced with the following table:

Rural ranking score	Rate per capita² GST exclusive
35-40	\$ 7.29
45-50	\$ 10.94
55-65	\$ 14.58
70+	\$ 18.22

B.14. Performance Management Programme Establishment – Schedule J9

- B.14.1 The definition of “National Indicators” set out in clause 1.2 of Schedule J9 to Part J of the Agreement is deleted and replaced with the following definition:

“National Indicators mean the core set of national performance indicators contained in the Reference Document entitled ‘National Indicator Set and Weightings’.

- B.14.2 Paragraph (a) of clause 3.1 of Schedule J9 to Part J of the Agreement is deleted and replaced with the following paragraph (a):

“(a) The Programme is based on a set of core National Indicators. National Indicators focus on a range of areas and some may include expenditure Benchmarks.”

- B.14.3 Clause 9.2 of Schedule J9 to Part J of the Agreement is deleted and replaced with the following clause:

“9.2 Six monthly and annual Targets will be recorded in your PHO Performance Plan. Targets for the second 6 month performance period of an annual cycle will be adjusted according to the guidelines specified in the ‘[PHO Performance Management] Target Setting for Primary Health Organisations and District Health Boards’ Referenced Document. All adjusted Targets must be approved by us.”

AMENDMENTS TO PART K

B.15. Performance Management Programme

B.15.1 The definition of “National Indicators” set out in clause K.1.3 of Part K of the Agreement is deleted and replaced with the following definition:

“**National Indicators** mean the core set of national performance indicators contained in the Reference Document entitled ‘National Indicator Set and Weightings’.

B.15.2 Clause K2.2 of Part K of the Agreement is deleted and replaced with the following clause:

“K.2.2 The Programme is based on a set of core National Indicators. National Indicators focus on a range of areas and some may include expenditure Benchmarks.”

B.15.3 Clause K.2.4 of Part K of the Agreement is deleted and replaced with the following clause:

“K.2.4 Your six monthly and annual Targets and the clinical governance strategies you will use to achieve these Targets are set out in your PHO Performance Plan. Targets for the second 6 month performance period of an annual cycle will be adjusted according to the guidelines specified in the Referenced Document entitled “Target Setting for Primary Health Organisations and District Health Boards”. All adjusted Targets must be approved by us.”

B.15.4 Clause K.2.7 of Part K of the Agreement is deleted and replaced with the following clause:

“K.2.7 Performance payments will be made on the basis of progress towards Targets on a six or twelve monthly basis.”

B.15.5 Clause K.5.2 of Part K of the Agreement (including its three paragraphs (a) – (c)) is deleted and replaced with the following clause:

“K.5.2 The National Indicators focus on:

- (a) national priority areas and specific therapeutic areas to support evidence based guidelines within a continuous quality improvement framework;
- (b) Population Health initiatives as defined by the Ministry of Health;
- (c) service utilisation by specific population groups;
- (d) development of PHO capacities to ensure effective operations;
- (e) availability of information to support population health and quality interventions;
- (f) national population-based formulae for setting Benchmarks.

B.15.6 A new clause K.5.3 is added to Part K of the Agreement as follows:

“K.5.3 The National Indicators create a balanced portfolio in line with the governing principles of the Programme.”

- B.15.7 Clause K.7.2 of Part K of the Agreement is deleted and replaced with the following clause:
- “K.7.2 Six monthly and annual Targets will be recorded in your PHO Performance Plan. Targets for the second 6 month performance period of an annual cycle will be adjusted according to the guidelines specified in the '[PHO Performance Management] Target Setting for Primary Health Organisations and District Health Boards' Referenced Document. All adjusted Targets must be approved by us.”
- B.15.8 Paragraph (a) of clause K.7.4 of Part K of the Agreement is deleted and replaced with the following paragraph (a):
- “(a) In the first year of your participation in the Programme, Targets will be reviewed after 9 months from your commencement in the Programme, allowing for a full 6 months of data. Any new Targets for the next Performance Period (second 6 months) will be effective from the commencement of the next Performance Period. Targets for the following year will be determined using data from the previous 12 months (noting that the following year's Targets may not be confirmed until after the next Performance Period has begun).”
- B.15.9 Clause K.10.4 of Part K of the Agreement is deleted and replaced with the following clause:
- “K.10.4 Subject to clause 10.5 you will receive performance payments for achieving progress towards your Targets on a percentage basis. Where you meet all Targets, your Performance Payment will be a maximum of \$6 (including GST) per annum per Enrolled Person (as defined in the Referenced Document entitled 'Enrolment Requirements for Primary Health Organisations').”

Appendix to the Variation
Schedule E1 – GOVERNANCE

1. Governance Principles

- 1.1 Your governing body must ensure that you:
- (a) act in a manner which is consistent with the objectives of this agreement;
and
 - (b) ensure your obligations are delivered effectively and efficiently.
- 1.2 A PHO governing body is required to act ethically in all areas of its responsibility and authority. Individual members should;
- (a) act with honesty and integrity at all times;
 - (b) when acting in the capacity as a member of a PHO governing body, act in good faith and in the interests of the PHO, and not prefer their own interests or the interests of another organisation;
 - (c) disclose any actual or potential conflicts of interest as soon as they arise;
 - (d) exercise care and diligence, attend meetings and devote sufficient time to preparation to allow for full and appropriate participation in the governing body's decision making;
 - (e) not disclose any confidential information to any person other than as agreed by the governing body or required under law;
 - (f) abide by the governing body's decisions once reached; and
 - (g) act in accordance with their fiduciary duties, complying with the spirit and letter of the law, recognising the legal and moral duties of the role.