OUTPUT AGREEMENT

between

HIS MAJESTY THE KING IN RIGHT OF HIS GOVERNMENT IN NEW ZEALAND

acting by and through the Minister of Health

and the

PHARMACEUTICAL MANAGEMENT AGENCY (Pharmac)

a Crown entity continued by section 67 of the Pae Ora (Healthy Futures)

Act 2022

for the Period: 1 July 2022 to 30 June 2023

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1. INTRODUCTION

Parties and Term

- 1.1 This Output Agreement (the Agreement) is an agreement between His Majesty The King in Right of His Government in New Zealand (the Crown), acting by and through the Minister of Health (the Minister), and the Pharmaceutical Management Agency (Pharmac).
- 1.2 This Agreement commences on 1 July 2022 and will expire on 30 June 2023.

Purpose of the Agreement

- 1.3 This Agreement assists the Minister of Health (the Minister) and Pharmac to clarify, align, and manage their respective expectations and responsibilities. It sets out the:
 - 1.3.1 Outputs and reports that Pharmac will provide and the standards for the provision of those Outputs and reports.
 - 1.3.2 Various obligations of the parties relating to the provision of information and assistance.
 - 1.3.3 Amount of funding the Crown will pay to Pharmac.

Background and construction

- 1.4 Pharmac is a Crown Agent for the purposes of the Crown Entities Act 2004 (the CE Act).
- 1.5 Pharmac's functions are set out in section 69 of its enabling legislation, the Pae Ora (Healthy Futures) Act 2022 (the Pae Ora Act). Funding for those functions is provided by the Crown.
- 1.6 Defined terms used in this Agreement are set out in Schedule A of this Agreement

Roles of the Parties

Pharmac

- 1.7 Pharmac shall deliver the Outputs set out in Appendix B to this Agreement, pursuant to its functions.
- 1.8 Pharmac is accountable to the Minister for its performance under this Agreement, including the delivery and performance of the Outputs, reporting, and achieving the financial performance set out in its Statement of Performance Expectations (including any part of its operations that it has contracted a third party to deliver).
- 1.9 In providing the Outputs, Pharmac will comply with all of its legal obligations, and will use its best endeavours to give effect to:
 - 1.9.1 The Government's expectations, as defined in Schedule A.
 - 1.9.2 The Government's expectations for Pay and Employment Conditions in the State Sector, including *Kio Toipoto Public Service Pay Gaps Action Plan.*
- 1.10 Pharmac is responsible for maintaining the capability needed to meet its responsibilities under this Agreement at all times.

Minister of Health on behalf of the Crown

- 1.11 The Minister is accountable to Parliament for the performance of Pharmac. The role of the Minister in relation to this Agreement includes:
 - 1.11.1 Setting priorities for the health system through the Government Policy Statement and determining the Health Strategies as set out in the Pae Ora Act.
 - 1.11.2 Obtaining Parliamentary appropriations with which to fund Pharmac.
 - 1.11.3 Setting expectations to inform and guide Pharmac's preparation of its Agreement, Statement of Intent, and Statement of Performance Expectations consistent with the level of funding available.
 - 1.11.4 Monitoring and reviewing the performance of Pharmac, including against this Agreement.
 - 1.11.5 Holding Pharmac accountable for its performance, including under this Agreement.
 - 1.11.6 Undertaking other roles as set out in the CE Act, the Pae Ora Act, the Public Finance Act 1989 and other relevant statutes and regulations.

Manatu Hauora on behalf of the Minister of Health

- 1.12 Manatu Hauora (the Ministry of Health) acts as the Minister's agent in the Minister's relationship with Pharmac. The role of Manatu Hauora includes:
 - 1.12.1 Reviewing Pharmac's Statement of Intent, Statement of Performance Expectations and Annual Report.
 - 1.12.2 Negotiating an annual Output Agreement and any protocols, as required by the Minister.
 - 1.12.3 Assessing and advising the Minister on Pharmac's performance and performance reporting, including any risks or potential risks that may arise from time-to-time.
 - 1.12.4 Advising the Minister on the compliance of Pharmac with its legislation.
 - 1.12.5 Advising the Minister on Pharmac's capability to achieve its results.
 - 1.12.6 Managing payments to Pharmac under this Agreement.
 - 1.12.7 Transmitting information to Pharmac about relevant decisions and/or changes in policy by the Government, relevant government processes, especially the Budget and the Government's Expectations of Pharmac.
 - 1.12.8 Providing ongoing briefings to the Minister on Pharmac's performance, and attending meetings between the Minister and Pharmac, as required.
 - 1.12.9 Advising and assisting the Minister to develop/set the priorities for the annual Letter of Expectations.



2. DELIVERY OF OUTPUTS

Outputs

- 2.1 Pharmac will perform and deliver the Outputs in accordance with the quantitative and qualitative performance measures set out in Schedule B.
- 2.2 The Outputs specified in Schedule B to this Agreement are provided by Pharmac, whether directly or indirectly funded through Vote Health.
- 2.3 In the event of a material risk that Pharmac will be unable to meet any of its performance measures or deliver any of the Outputs, Pharmac will provide the Minister and Manatu Hauora with the details of the risk and proposed management strategies as soon as practicable. Depending on the significance of the matter, Pharmac may advise the Minister and Manatu Hauora prior to the next scheduled report.

Intellectual Property

- 2.4 Without limiting any other rights of the Crown, Manatu Hauora may use (including copying, modifying, developing or distributing) for health purposes, free of charge, any intellectual property in anything created by Pharmac in pursuance of its statutory functions.
- 2.5 Prior to any proposed use or modification of Pharmac intellectual property by Manatu Hauora must consult with Pharmac.
- 2.6 Clauses 2.4 and 2.5 above will survive expiry or termination of this Agreement.

3. FINANCIAL MANAGEMENT

Funding from Vote Health

- 3.1 Pharmac will be paid:
 - a) A total of twenty-eight million, eight hundred and seventy-two thousand dollars (\$28,872,000) (GST exclusive) from Vote Health: Pharmaceutical Management Agency - National Management of Pharmaceuticals for the national management of pharmaceuticals.
 - b) A total of one billion, one hundred and eighty-six million dollars (\$1,186,000,000) from Vote Health: National Pharmaceuticals Purchasing for purchasing of pharmaceuticals on the national pharmaceutical schedule and subsidising the supply of pharmaceuticals not on the national pharmaceutical schedule.
- 3.2 The method and timing of payments is set out in Schedule C to this Agreement.

Projected financial performance

- 3.3 The projected financial performance of Pharmac for the term of this Agreement is set out in its Statement of Performance Expectations.
- 3.4 Pharmac acknowledges that the funding set out in clause 3.1 above is allocated from appropriations pursuant to the Public Finance Act 1989. Pharmac will only use the funding for provision of the Outputs and will comply with all applicable legislation (including without limitation the CE Act, the Pae Ora Act and any relevant provisions of the Public Finance Act 1989).

3.5 Pharmac will follow current generally accepted accounting practices within the accounting profession and, to the extent applicable, will follow Crown accounting policies.

Application of the Crown Entities Act 2004

- The Minister and Pharmac also note that Pharmac will produce a Statement of Intent, Statement of Performance Expectations and Annual Report as stated in section 139, section 149C and section 150 of the CE Act and that the Statement of Performance Expectations will consolidate the projected performance of the whole of Pharmac's operations.
- 3.7 Nothing in this agreement is intended to be inconsistent with the CE Act but, to the extent there is any inconsistency between this Agreement and the CE Act, the CE Act will prevail.

Use of Surplus Funding

- 3.8 Annual net surpluses, arising from the efficient delivery of the Outputs, may be retained by Pharmac for use in subsequent years, subject to section 165 of the CE Act and clauses 3.9 to 3.11 of this Agreement.
- 3.9 Expenditure of any net surplus is at the discretion of Pharmac, provided that any expenditure must be consistent with:
 - 3.9.1 Pharmac's Statement of Intent and Statement of Performance Expectations
 - 3.9.2 Government health objectives and not be contrary to Government policy
 - 3.9.3 Pharmac's statutory functions.
- 3.10 Under section 165 of the CE Act, the Minister of Finance may direct Pharmac to pay to the Crown any net surpluses.
- 3.11 Manatu Hauora and Pharmac will work together to assess Pharmac 's expenditure and revenue requirements as Pharmac's functions continue to expand, in order to assist with developing future revenue bids.

4. REPORTING REQUIREMENTS

Formal Reporting

- 4.1 Pharmac will provide the Minister and Manatu Hauora with information that enables monitoring of its performance. The Minister and Manatu Hauora will likewise provide Pharmac with the information it requires to fulfil its obligations under this Agreement.
- 4.2 Maori-Crown relations is a priority for the Government, Pharmac shall respect Te Tiriti o Waitangi with a view to improving health outcomes for Maori and report on progress quarterly on the range of activities it is undertaking to meet these obligations and to give practical effect to Whakamaua: The Maori Health Action Plan 2020-25.
- 4.3 Ongoing dialogue and meetings between the Minister, Manatu Hauora and Pharmac will support formal reporting. The Minister will meet periodically with the Pharmac Board (or the Board Chair on the Board's behalf) during the year to discuss matters raised by the Minister and the Board. The Minister will meet with the Chief Executive of Pharmac (the Chief Executive) periodically during the year to discuss specific issues raised by the Minister and the Chief Executive.

- 4.4 Pharmac will provide Manatu Hauora with copies of its Board papers (including risk register) from February 2023 other than where section 134 of the CE Act or section 65(3) of the Pae Ora Act applies.
- 4.5 Pharmac shall report annually to Manatu Hauora on how it has given effect to the Code for consumer and whanau engagement in the health sector as required under section 60 of the Pae Ora Act.

Monthly Reports

- 4.6 Pharmac will provide the Minister and Manatu Hauora with a monthly performance report within five working days of the following Pharmac Board meeting, covering at a minimum:
 - 4.6.1 Major Schedule decisions.
 - 4.6.2 Significant activities, issues or developments the Minister or Manatu Hauora should be aware of, including any potential non-performance against the Output Agreement including financial performance on an exception basis.

Quarterly Reports

4.7 Pharmac will provide quarterly performance reports to the Minister, each being the monthly report as specified in clause 4.6 above plus additional information described in clause 4.8 below, copied to Manatu Hauora, on the following dates.

| Quarter | Quarterly Report Period | Report due date |
|-----------|------------------------------------|--|
| Quarter 1 | 1 July 2022 to 30 September 2022 | Within 5 working days following the October Board meeting 2022 |
| Quarter 2 | 1 October 2022 to 31 December 2022 | Within 10 working days following the February Board meeting 2023 |
| Quarter 3 | 1 January 2023 to 31 March 2023 | Within 5 working days following the April Board meeting 2023 |
| Quarter 4 | 1 April 2023 to 30 June 2023 | Within 5 working days following the July Board meeting 2023 |

- 4.8 Each quarterly report will, where applicable to that quarter's activity, contain details on:
 - 4.8.1 As may be meaningful quarterly, and no less than annually:
 - i Performance against all 2022/23 deliverables set out in Schedule B.
 - Progress against outcome measures, targets or indicators of success (as set out in its Statement of Performance Expectations) with the status of each measure, for example, the measures that have been achieved or have not been achieved in relation to the deliverables that fell due in that period.
 - iii. For those measures that have not been achieved, identify why they were not met, the corrective actions taken or planned and any consequences.



- iv. A status update and description of any work that is under way for deliverables due in subsequent periods, noting the key actions commenced towards their completion.
- v. How Pharmac has collaborated with Manatu Hauora, Te Whatu Ora (Health New Zealand), Te Aka Whai Ora (Maori Health Authority) and other health entities to contribute to improved performance across the reformed health system.
- vi. A description of any other ongoing or 'as required' work that was performed during the period for deliverables with specific timeframes, for the completion of those deliverables.
- 4.8.1 How Pharmac has responded to the Government's expectations.
- 4.8.2 Summaries of key briefings.
- 4.8.3 Full financial statements for all activities administered by Pharmac, including National Pharmaceuticals Purchasing and National Management of Pharmaceuticals with explanations for significant variance and forecast full year statement of comprehensive revenue and expense (Quarters 1, 2 and 3) split into hospital pharmaceuticals and community pharmaceuticals respectively.
- 4.8.4 Stakeholder satisfaction/involvement.
- 4.8.5 Use of the Legal Risk Fund, including explaining why the Fund has been used.
- 4.8.6 Use of the Discretionary Pharmaceutical Fund, including year-end forecast.
- 4.8.7 Any new risks, their probability and consequence and how they are or will be managed.
- 4.9 Each report shall report the following staff information:
 - 4.9.1 Budgeted and actual number of staff members, and the budgeted and actual number of contractors. All staff and contractor numbers, budget and actual, will be expressed as Full Time Equivalents (FTEs).
- 4.10 For National Pharmaceuticals Purchasing (NPP) additional information provided should be based on the content and structure of forecast information provided to district health boards (DHBs) during 2021/22, including:
 - 4.10.1 Historical expenditure by category and future projections.
 - 4.10.2 Estimated gross medicine cost and rebates.
 - 4.10.3 Forecast information by former DHB districts, Budget Grouping and Therapeutic Grouping.
 - 4.10.4 Pharmac shall provide Te Whatu Ora with the above information on NPP and any other information as agreed between Pharmac and Te Whatu Ora.

Pharmac Informal Reports

4.11 In addition to the formal reports specified in clauses 4.1 to 4.10 above, Pharmac will operate on a 'no surprises' basis, and will at any time as appropriate and as soon as practicable:

- 4.11.1 Alert the Minister and Manatu Hauora to any non-delivery or material factors that could preclude the achievement of any obligation or expectation set out in this Agreement or in any Government Expectations issued by the Minister, together with a recovery and/or management plan.
- 4.11.2 Inform the Minister and Manatu Hauora of any issue likely to be of significance to the Minister or the Government.
- 4.11.3 Inform the Minister and Manatu Hauora of any issue likely to be of significance to the Minister or the Government as owner of Pharmac, for example any capability issues impacting on the ability of Pharmac to fulfil any of its functions under the Pae Ora Act.
- 4.11.4 Use its best endeavours to accommodate any specific requests for information or assistance from the Minister or Manatu Hauora, including with respect to the deadlines for requests and notification periods for meetings.

Ministerial Servicing

- 4.12 From time-to-time Manatu Hauora or the Minister will require information from Pharmac to:
 - 4.12.1 Prepare Ministerial briefings and draft speech notes in relation to Pharmac.
 - 4.12.2 Deal with Ministerial correspondence and select committee inquiries in relation to Pharmac.
 - 4.12.3 Respond to Parliamentary Questions in relation to Pharmac.
- 4.13 Pharmac agrees to provide Manatu Hauora with this information within the following timeframes when requested, subject to any legal restrictions:

| Request Type | Response Time |
|------------------------------------|--|
| Ministerial briefings | 5 working days prior to the date due at the Minister's office or a date otherwise agreed with Manatu Hauora at the time of the request |
| Speeches | As agreed with Manatu Hauora at the time of the request |
| Parliamentary questions | Written: within one working day Oral: by 11,30am on same day as receipt |
| Routine ministerial correspondence | Within 4 working days or any other timeframe agreed with Manatu Hauora |
| Select Committee enquiries | As agreed with Manatu Hauora at the time of the request |

4.14 In the event that information provided by Pharmac under clause 4.12 above is used, Manatu Hauora shall use its best endeavours to ensure that Pharmac is provided a reasonable opportunity to review relevant documents prior to their publication or delivery.

Minister's Advice to Pharmac

- 4.15 Manatu Hauora, on behalf of the Minister will, in a timely manner:
 - 4.15.1 Alert Pharmac to any emerging factors that could preclude the achievement by either party of any obligation or expectation set out in this Agreement.

- 4.15.2 Inform Pharmac of any issue likely to be of significance to it.
- 4.15.3 Use its best endeavours to accommodate any specific requests for information or assistance from Pharmac, including with respect to the deadlines for requests and notification periods for meetings.

Management of Policy Change

- 4.16 The Minister, on behalf of the Crown, will, to the extent that it is appropriate and not contrary to the exercise of statutory powers, functions, or duties:
 - 4.16.1 Ensure Pharmac is consulted prior to introducing any new or materially changed policy that might impact significantly on Pharmac.
 - 4.16.2 Negotiate with Pharmac, in the context of the development of Pharmac's Statement of Performance Expectations, and/or Output Agreement, changes to the range or scope of Outputs to be funded.
 - 4.16.3 Negotiate with Pharmac, in the context of the development of Pharmac's Statement of Performance Expectations and/or Output Agreement, any changes to current funding strategies or methodologies.
- 4.17 Manatu Hauora (on behalf of the Minister) will work collaboratively with Pharmac in the development of policy decisions affecting Pharmac's area of responsibility to ensure clear strategic alignment. Pharmac will contribute expert advice to discussions and provide input into policy development. Both parties will respect confidences and work together in a spirit of openness and collaboration.

5. VARIATIONS TO THE AGREEMENT AND NEXT AGREEMENT

- This Agreement may be varied at any time during its term by written agreement. All amendments shall be recorded in writing and signed by the Chair of Pharmac and the Minister, or Manatu Hauora as the Ministers delegate. Copies of the original Agreement and any variations to this Agreement will be held by both Pharmac and Manatu Hauora.
- 5.2 In the event that Pharmac considers the specification of Outputs to no longer be appropriate or that a significant change to the Outputs is required, Pharmac will propose a variation to this Agreement. In seeking a variation, Pharmac will include a description of the issue and the nature of the variation sought, as well as justification for the variation and a statement of the financial implications.
- 5.3 Pharmac and Manatu Hauora on behalf of the Minister, agree that they will negotiate with each other in good faith with a view to entering into an Output Agreement for the next financial year, 2023/24, prior to its commencement.

6. DISPUTES RESOLUTION PROCESS

- 6.1 If any dispute arises between the parties under this Agreement that is regarded by either party as material and is unable to be resolved informally, the dispute resolution process described in this section shall apply.
- 6.2 Except as set out in this clause, this dispute resolution process shall not limit the ability of the Minister, Manatu Hauora, or Pharmac to carry out their statutory functions, duties, and powers at any time.

Notification of Dispute

- 6.3 Pharmac's Chair, the Director-General of Health or their respective delegates may provide written notice of a dispute under this Agreement to the other. In the event that one party gives written notice under this clause, the parties will first endeavour to settle the concerns by discussion between nominated representatives.
- The parties agree to undertake these discussions in good faith and with a view to reaching settlement within 20 working days and without the necessity to escalate the matter.

Referral to the Minister

- In the event that Pharmac's Chair, the Director-General of Health or their respective delegates are unable to resolve the dispute within 20 working days (or such longer period as may be agreed by both parties) the parties shall in good faith:
 - 6.5.1 Ensure the uninterrupted provision of the Outputs at Schedule B.
 - 6.5.2 Ensure the continuation of payments according to Schedule C.
 - 6.5.3 Prepare an agreed summary (or failing agreement, prepare separate written summaries) of the basis of the dispute and the issues involved, together with their reasons for not reaching an agreement.
 - 6.5.4 Submit the summary or summaries to the Minister as soon as practicable.

Meeting with the Minister

6.6 The Director-General of Health and Pharmac's Chair or their respective delegates will meet with the Minister as soon as practicable after the summary or the summaries are submitted, with a view to achieving a resolution of the dispute.

7. REVIEW AND AUDIT

- 7.1 The Minister may review the operations and performance of Pharmac at any time, in accordance with section 132 of the CE Act. Manatu Hauora may undertake this review, if requested to do so by the Minister.
- 7.2 Pharmac must take all reasonable steps to enable such a review to be conducted, including providing to the Minister or Manatu Hauora all applicable information within the control of Pharmac that enables ManatOHauora on the Minister's behalf, to conduct reviews and audits of Pharmac's performance and/or finances, which may be carried out as often as the Crown reasonably believes those reviews and audits are required
- 7.3 7.2 is subject to the provisions of s 134 of the CE Act.



8. ADDRESSES FOR CORRESPONDENCE

8.1 For the purposes of this Agreement, the addresses for correspondence between the parties are:

Peter Jane Brent McPherson

Principal Advisor Manager, Strategic Planning and Performance

System Performance Pharmac
Te Pou Mahi Punaha PO Box 10-254
Manatu Hauora Wellington 6143

PO Box 5013 Wellington 6140

peter.jane@health.govt.nz brent.mcpherson@pharmac.govt.nz



9. AGREEMENT AND SIGNATURES

| EXECUTED I | | KING IN RIG | GHT OF HIS GO | OVERNMENT IN NEW ZEAL | AND |
|--|----------------------------|-------------------------|---|-----------------------|-----|
| Hon Andrew I Minister of He | | Signature: | Z2/11/ | ZZ | |
| in the present | ce of: | | | | |
| Signature: | K | | *************************************** | | |
| Name: | Lisa Putras | schull | | | |
| Address: | hower thutt Ministerial | | | | |
| Occupation: | Ministerial | 2 4dN | isar. | | |
| And for the P Hon Steve Ma Board Chair | HARMACEUTICAL MA | ANAGEMEN' Signature: | T AGENCY by | Steve Mal | |
| | | Date: | 12 January 2 | 2023 | |
| in the present | ce of: | | | | |
| Signature: | Minu | | | | |
| Name: | Elizabeth Cohen | | | | |
| Address: | 40 Mercer Street, V | Vellington | | | |
| Occupation: | Board Secretary | | | | |

SCHEDULE A: DEFINITIONS AND INTERPRETATION

The words used in this Agreement have the meanings given to them in the Pae Ora Act, unless the context requires otherwise or they are defined below.

- "Agreement" means this Output Agreement.
- "Annual Letter of Expectations" means the letter from the Minister of Health setting out his expectations for Pharmac.
- **"Enduring Letter of Expectations"** means a letter from the Government to entities, including Pharmac, setting out generally applicable expectations.
- "Crown entity" has the same meaning as in section 7 of the CE Act.
- "day" means any period of up to 24 consecutive hours ending at midnight.
- "Discretionary Pharmaceutical Fund" means Pharmac's discretionary fund to manage Pharmaceutical expenditure as part of the overall Combined Pharmaceutical Budget.
- "Government Expectations" means the expectations of Government as set out in documents which include, but are not limited to, the Annual Letter of Expectations and the Enduring Letter of Expectations.
- "Manatu Hauora" means the Ministry of Health.
- "Minister" means the Minister of Health.
- "Pae Ora (Healthy Futures) Act 2022" means the enabling legislation for the reformed health system.
- "Pharmac" means the Pharmaceutical Management Agency (Pharmac) a, Crown entity continued by section 67 of the Pae Ora Act.
- "Legal Risk Fund" means Pharmac's fund to meet legal costs and expenses incurred when defending, avoiding or initiating litigation.
- "Parties" means Pharmac and the Crown.
- "Outputs" means the outputs described in Schedule B to this Agreement.
- "Statement of Intent" means a statement of intent for Pharmac, prepared in accordance with the requirements of the CE Act 2004 and the Public Finance Act 1989.
- "Statement of Performance Expectations" means a statement of performance expectations for Pharmac, prepared in accordance with the requirements of the CE Act 2004.

Interpretation

Unless the context requires otherwise, interpretation of this agreement shall be guided by the Legislation Act 2019.



SCHEDULE B: OUTPUTS TO BE PROVIDED

Pharmac must deliver the Outputs listed in Pharmac's Statement of Performance Expectations and must meet the service description and performance measures specified in the Statement of Performance Expectations. Pharmac must report on delivery of the outputs in accordance with this Agreement.

For responsibilities under this Agreement with unspecified deliverables, it is the responsibility of Pharmac to agree with Manatu Hauora the timing and quality requirements for the discharge of those responsibilities.



SCHEDULE C: PAYMENT TERMS AND SCHEDULE OF PAYMENTS

The Minister shall pay a total sum of twenty eight million, eight hundred and seventy - two thousand dollars (\$28,872,000) (GST exclusive) from the appropriation National Management of Pharmaceuticals for the period 1 July 2022 to 30 June 2023 by way of direct credit to Pharmac's nominated bank account in instalments as detailed in the Schedule of Payments below.

| PERIOD | PAYMENT DATE | \$ (GST excl) |
|----------------|------------------|---------------|
| July 2022 | 4 July 2022 | 2,406,000 |
| August 2022 | 4 August 2022 | 2,406,000 |
| September 2022 | 4 September 2022 | 2,406,000 |
| October 2022 | 4 October 2022 | 2,406,000 |
| November 2022 | 4 November 2022 | 2,406,000 |
| December 2022 | 4 December 2022 | 2,406,000 |
| January 2023 | 4 January 2023 | 2,406,000 |
| February 2023 | 4 February 2023 | 2,406,000 |
| March 2023 | 4 March 2023 | 2,406,000 |
| April 2023 | 4 April 2023 | 2,406,000 |
| May 2023 | 4 May 2023 | 2,406,000 |
| June 2023 | 4 June 2023 | 2,406,000 |
| | TOTAL | 28,872,000 |

The Minister shall pay a total sum of one billion, one hundred and eighty- six million dollars (\$1,186,000,000) (GST exclusive) from the appropriation National Pharmaceuticals Purchasing for the period 1 July 2022 to 30 June 2023 by way of direct credit to Pharmac's nominated bank account in instalments as detailed in the Schedule of Payments below.

| PERIOD | PAYMENT DATE | \$ (GST excl) |
|----------------|------------------|---------------|
| July 2022 | 4 July 2022 | 298,833,333 |
| August 2022 | 4 August 2022 | 98,833,333 |
| September 2022 | 4 September 2022 | 98,833,333 |
| October 2022 | 4 October 2022 | 98,833,333 |
| November 2022 | 4 November 2022 | 98,833,333 |
| December 2022 | 4 December 2022 | 98,833,333 |
| January 2023 | 4 January 2023 | 98,833,333 |
| February 2023 | 4 February 2023 | 98,833,333 |
| March 2023 | 4 March 2023 | 98,833,333 |
| April 2023 | 4 April 2023 | 96,500,000 |
| May 2023 | 4 May 2023 | 0 |
| June 2023 | 4 June 2023 | 0 |
| | TOTAL | 1,186,000,000 |