

OUTPUT AGREEMENT

between

**HER MAJESTY THE QUEEN IN RIGHT OF HER
GOVERNMENT IN NEW ZEALAND (the Crown)**

acting by and through the Minister of Health

and

**THE PHARMACEUTICAL MANAGEMENT AGENCY
(PHARMAC)**

**a Crown entity established under
section 46 of the New Zealand Public Health and Disability Act 2000**

for the Period: 1 July 2009 to 30 June 2010

TABLE OF CONTENTS

1. INTRODUCTION	3
Parties and Term.....	3
Purpose of the Agreement.....	3
Background and construction.....	3
Roles of the Parties.....	3
PHARMAC.....	3
Minister of Health on behalf of the Crown.....	4
Ministry of Health on behalf of the Minister of Health.....	4
2. SERVICE DELIVERY PERFORMANCE	5
Services.....	5
Intellectual Property.....	5
3. FINANCIAL MANAGEMENT	5
Funding from Vote Health.....	5
Projected Financial Performance.....	5
Application of the Crown Entities Act 2004.....	6
4. REPORTING REQUIREMENTS	6
PHARMAC Informal Reports.....	8
Minister’s Advice to PHARMAC.....	9
Management of Policy Change.....	9
5. VARIATIONS TO THE AGREEMENT AND NEXT AGREEMENT	9
6. DISPUTES RESOLUTION PROCESS	10
Notification of Dispute.....	10
Referral to the Minister.....	10
Meeting with the Minister.....	10
7. REVIEW AND AUDIT	11
8. ADDRESSES FOR CORRESPONDENCE	11
SCHEDULE A: DEFINITIONS AND INTERPRETATION	13
SCHEDULE B: SERVICES TO BE PROVIDED FULLY OR IN PART UNDER VOTE HEALTH	15
SCHEDULE C: PAYMENT TERMS AND SCHEDULE OF PAYMENTS	18
SCHEDULE D: PROJECTED FINANCIAL PERFORMANCE	19

1. INTRODUCTION

Parties and Term

- 1.1 This Output Agreement (the "Agreement") is an agreement between the Crown and the Pharmaceutical Management Agency ("PHARMAC").
- 1.2 This Agreement commences on 1 July 2009 and will expire on 30 June 2010.

Purpose of the Agreement

- 1.3 This Agreement is required pursuant to section 170 of the Crown Entities Act 2004 and assists the Minister and PHARMAC to clarify, align, and manage their respective expectations and responsibilities. It sets out (inter alia) the:
- 1.3.1 services and reports that PHARMAC will provide and the standards for the provision of those services and reports;
 - 1.3.2 various obligations of the parties relating to the provision of information and assistance; and
 - 1.3.2 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.
- 1.5 PHARMAC's functions are set out in section 48 of its enabling legislation, the New Zealand Public Health and Disability Act 2000. Funding for those functions is provided by the Crown and by District Health Boards.
- 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 perform the Services.
- 1.8 PHARMAC is accountable to the Minister of Health ("the Minister") for its performance under this Agreement, including the delivery and performance of the Services, reporting, and achieving the financial performance set out in its Statement of Intent (including any part of its operations that it has contracted a third party to deliver).
- 1.9 In providing the Services 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; and
 - 1.9.2 the Government's Expectations for Pay and Employment Conditions in the State Sector.
- 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 determining the New Zealand Health Strategy and the New Zealand Disability Strategy;
- 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 and Statement of Intent, 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; and
- 1.11.6 undertaking other roles as set out in the Crown Entities Act 2004, the New Zealand Public Health and Disability Act 2000, the Public Finance Act 1989 and other relevant statutes and regulations.

Ministry of Health on behalf of the Minister of Health

1.12 The Ministry of Health ("the Ministry") acts as the Minister's agent in the Minister's relationship with PHARMAC. The Ministry's role includes:

- 1.12.1 reviewing PHARMAC's Statement of Intent and financial statements;
- 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; and
- 1.12.9 advising and assisting the Minister to develop/set the Annual Letter of Expectations.

2. SERVICE DELIVERY PERFORMANCE

Services

- 2.1 PHARMAC will perform and deliver the Services in accordance with the quantitative and qualitative performance measures set out in Schedule B.
- 2.2 The Services specified in Schedule B to this Agreement are to be provided by PHARMAC, whether directly or indirectly funded (via District Health Boards or otherwise) 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 Services, PHARMAC will provide the Minister and the Ministry 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 the Ministry prior to the next scheduled report.

Intellectual Property

- 2.4 Without limiting any other rights of the Crown, the Ministry may use (including copy, modify, develop or distribute) 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 the Ministry, the Ministry 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 The Ministry will pay PHARMAC a total of Thirteen Million and Thirty Three Thousand Dollars (\$13,033,000.00) (GST exclusive) from Vote Health: National Contracted Services, Other, to deliver the Services.
- 3.2 The method and timing of payments is set out in Schedule C of this Agreement.
- 3.3 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 Services, and will comply with all applicable legislation (including without limitation the Crown Entities Act 2004 and relevant provisions of the Public Finance Act 1989).

Projected Financial Performance

- 3.4 The projected financial performance of PHARMAC for the term of this Agreement is set out in **Appendix D**. This information supersedes the indicative projected financial performance set out in PHARMAC's 2009/10 Statement of Intent.

Crown Accounting Policies

- 3.5 PHARMAC will follow current generally accepted accounting practices within the accounting profession and, in particular, will follow Crown accounting policies.

Application of the Crown Entities Act 2004

- 3.6 The Minister and PHARMAC also note that PHARMAC will produce a Statement of Intent and Annual Report as stated in section 139 and section 150 of the Crown Entities Act 2004 and that the Statement of Intent will consolidate the projected performance of the whole of PHARMAC's operations.

Use of Surplus Funding

- 3.7 Annual net surpluses, arising from the efficient delivery of Services, may be retained by PHARMAC for use in subsequent years, subject to section 165 of the Crown Entities Act 2004 and clauses 3.18 to 3.10 of this Agreement.
- 3.8 Expenditure of any net surplus is at the discretion of PHARMAC, provided that any expenditure must be consistent with:
- 3.8.1 PHARMAC's Statement of Intent;
 - 3.8.2 Government health objectives and not be contrary to Government policy; and
 - 3.8.3 PHARMAC's statutory functions.
- 3.9 Under section 165 of the Crown Entities Act 2004, the Minister of Finance may direct PHARMAC to pay to the Crown any net surpluses.
- 3.10 PHARMAC must put in place measures to achieve and maintain the optimal accumulated equity levels agreed with the Ministry from time to time. For 2009/10, the agreed level is \$1.6 million.
- 3.11 The Ministry and PHARMAC will together carry out a baseline review of PHARMAC's expenditure and revenue, in order to assist with developing budget bids for 2010/11 and outyears. Terms of Reference for the baseline review will be finalised by the Ministry in consultation with PHARMAC as soon as practicable following execution of this agreement by both parties.

4. REPORTING REQUIREMENTS

Formal Reporting

- 4.1 PHARMAC will provide the Minister and the Ministry with information that enables monitoring of its performance. The Minister and the Ministry will likewise provide PHARMAC with the information it requires to fulfil its obligations under this Agreement.
- 4.2 Ongoing dialogue and meetings between the Minister, Ministry and PHARMAC will support formal reporting. The Minister will meet periodically with the PHARMAC board (or the PHARMAC 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.

Monthly Reports

- 4.3 PHARMAC will provide the Minister and the Ministry of Health with a monthly performance report by the last Thursday of the following month covering, at a minimum:

- 4.3.1 major Schedule decisions;
- 4.3.2 significant issues or developments the Minister or Ministry should be aware of, including any potential non-performance against the Output Agreement; and
- 4.3.3 PHARMAC's financial performance (including in respect of operational, Access & Optimal Use, and community pharmaceutical budget) showing:
- 4.3.3.1 Year to date (and monthly): actual, budget, community pharmaceutical budget, variance (\$), variance (%), from Schedule D, with commentary to explain any significant variances;
- 4.3.3.2 Year to date financial performance;
- 4.3.3.3 Year to date financial position;
- Year end forecast;
 - Year end budget; and
 - Commentary on any significant variances

Quarterly Reports

- 4.4 PHARMAC will provide quarterly performance reports to the Minister, each being the monthly report as specified in clause 4.3 above plus additional information described in clause 4.5 below, copied to the Ministry, on the following dates (or the last Thursday of the relevant month, whichever is the later):

Quarter	Quarterly Report Period	Report due date
Quarter 1	1 July 2009 to 30 September 2009	28 October 2009
Quarter 2	1 October 2009 to 31 December 2009	28 January 2010
Quarter 3	1 January 2010 to 31 March 2010	28 April 2010
Quarter 4	1 April 2010 to 30 June 2010	28 July 2010

- 4.5 Each quarterly report will, where relevant to that quarter's activity, contain details on:
- 4.5.1 as may be meaningful quarterly, and no less than annually:
- (i) performance against all 2009/10 deliverables set out in Schedule B;
 - (ii) progress against Outcome measures, targets or indicators of success (as set out in its Statement of Intent);
- 4.5.2 how PHARMAC has responded to the Government's Expectations, in particular those seeking a focus on value for money and stakeholder engagement, and the longer term economic and fiscal impacts of its activities, linking to particular events or issues if possible;
- 4.5.3 full financial Statements for all activities administered by PHARMAC;
- 4.5.4 use of the Legal Risk Fund, including explaining why the Fund has been used;

- 4.5.5 risks, their expected impact, consequence and actual or proposed management; and
 - 4.5.6 equity levels including an explanation of progress with reaching/maintaining agreed optimal accumulated equity level.
- 4.6 The Quarter 4 report will also include a schedule setting out aggregated information on remuneration movement over the year and future remuneration plans, the details of which will be advised by the Ministry or the State Services Commission from time to time. A copy of this section of the Quarter 4 report should be copied to the State Services Commission.

PHARMAC Informal Reports

- 4.7 In addition to the formal reports specified in clauses 4.1 to 4.6 above, PHARMAC will operate on a 'no surprises' basis, and will at any time as appropriate:
- 4.7.1 alert the Minister and the Ministry 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;
 - 4.7.2 inform the Minister and the Ministry of any issue likely to be of significance to the Minister or the Government;
 - 4.7.3 inform the Minister and the Ministry 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 New Zealand Public Health and Disability Act 2000; and
 - 4.7.4 use its best endeavours to accommodate any specific requests for information or assistance from the Minister or Ministry, including with respect to the deadlines for requests and notification periods for meetings.

Ministerial Servicing

- 4.8 From time to time the Ministry or the Minister will require information from PHARMAC to:
- 4.8.1 prepare Ministerial briefings and draft speech notes in relation to PHARMAC;
 - 4.8.2 deal with Ministerial correspondence and select committee inquiries in relation to PHARMAC; or
 - 4.8.3 respond to Parliamentary questions in relation to PHARMAC.

PHARMAC agrees to provide the Ministry with this information within the following timeframes when requested, subject to any legal restrictions:

Request Type	Response Time
Ministerial briefings	As agreed with the Ministry at the time of the request
Speeches	As agreed with the Ministry at the time of the request

Parliamentary questions (PQs)	Written PQs – within 2 working days Oral PQs – by 12 midday on same day as receipt
Routine ministerial correspondence	Within 4 working days,
Select Committee inquiries	As agreed with the Ministry at the time of the request

- 4.9 In the event that information provided by PHARMAC under clause 4.8 above is used the Ministry 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

- 4.10 The Minister or the Ministry will, in a timely manner:
- 4.10.1 alert PHARMAC to any emerging factors that the Minister or Ministry is aware of that could preclude the achievement by either party of any obligation or expectation set out in this Agreement;
 - 4.10.2 inform PHARMAC of any issue likely to be of significance to it; and
 - 4.10.3 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.
- 4.11 The Minister agrees to meet with PHARMAC no less than once every two months for a general discussion about PHARMAC's business, and any issues that either the Minister or PHARMAC wishes to raise.

Management of Policy Change

- 4.12 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:
- 4.12.1 ensure PHARMAC is consulted prior to introducing any new or materially changed policy that might impact significantly on PHARMAC;
 - 4.12.2 negotiate with PHARMAC, in the context of the development of PHARMAC's Statement of Intent and/or Output Agreement, changes to the range or scope of services to be funded;
 - 4.12.3 negotiate with PHARMAC, in the context of the development of PHARMAC's Statement of Intent and/or Output Agreement, any changes to current funding strategies or methodologies.

5. VARIATIONS TO THE AGREEMENT AND NEXT AGREEMENT

- 5.1 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. Copies of the original Agreement and any variations to this Agreement will be held by both PHARMAC and the Ministry.

- 5.2 In the event that PHARMAC considers the specification of Services to no longer be appropriate or that a significant change to the Services 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 the Ministry 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, 2010/11, 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, the Ministry, or PHARMAC to carry out their statutory functions, duties, and powers at any time.

Notification of Dispute

- 6.3 PHARMAC's Chairperson, 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.
- 6.4 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

- 6.5 In the event that PHARMAC's Chairperson, 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:
- ensure the uninterrupted provision of the Services Schedule B;
 - ensure the continuation of payments according to Schedule C;
 - 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; and
 - 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 Chairperson 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.
- 6.7 In the event that resolution is not reached, the dispute or difference will be resolved by a decision of the Minister. The Minister's decision shall be final and binding.

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 Crown Entities Act 2004. The Ministry 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 Ministry all applicable information within the control of PHARMAC that enables the Ministry 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

8. ADDRESSES FOR CORRESPONDENCE

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

Anthony Hill
Deputy Director-General
Regulation & Governance
Ministry of Health
PO Box 5013
Wellington

Matthew Brougham
Chief Executive
PHARMAC
PO Box 10-254
Wellington

AGREEMENT AND SIGNATURES

EXECUTED by HER MAJESTY

THE QUEEN IN RIGHT OF NEW ZEALAND acting by and through:

Hon Tony Ryall
Minister of Health

Ryall

Date: 10 / 1 / 10

in the presence of:

Signature..... [Signature]

Name..... RICHARD TRICOR

Address..... 4/109 Hill St, Thorndon, Wellington

Occupation..... Private Secretary

And for the **PHARMACEUTICAL MANAGEMENT AGENCY**

Richard Waddell
Chair

[Signature]

Date: 25/1/10

in the presence of:

Signature..... [Signature]

Name..... Alex Ferrando

Address..... 2/324 Ellerslie Panmure Hwy, Mt Wellington

Occupation..... CSR

SCHEDULE A: DEFINITIONS AND INTERPRETATION

The words used in this Agreement have the meanings given to them in the New Zealand Public Health and Disability Services Act 2000, 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 Crown Entities Act 2004.
- **“day”** means any period of up to 24 consecutive hours ending at midnight.
- **“disability services”** means “disability support services” as defined in section 6(1) of the New Zealand Public Health and Disability Act 2000.
- **“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.
- **“Minister”** means the Minister of Health.
- **“Ministry”** means the Ministry of Health.
- **PHARMAC** means the Pharmaceutical Management Agency (PHARMAC) established under the New Zealand Public Health and Disability Act 2000.
- **“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.
- **“Public Equity”** means net assets.
- **“Responsible Minister”** means the Minister of Health.
- **“Services”** means the services 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 New Zealand Public Health and Disability Act 2000 and the Crown Entities Act 2004.

Interpretation

Unless the context requires otherwise:

- (a) headings shall be ignored and shall not affect the construction of this document;
- (b) the singular shall include the plural and vice versa;
- (c) a reference to one gender shall include the other;
- (d) “person” shall include any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, in each case whether or not having a separate legal personality;
- (e) expressions referring to “writing” shall be construed as including references to words printed, typewritten or otherwise visibly represented, copied or reproduced (including by facsimile);

- (f) the expressions "papers" and "records" shall be construed as including writings or material, whether in their original or any copied form or at any time stored or recorded in any data retrieval system; and
- (g) a reference to any legislation (or any provision of legislation) shall be read as if the words "including any legislative modification or re-enactment of it or any legislation substituted for it" were added to the reference.

SCHEDULE B: SERVICES TO BE PROVIDED FULLY OR IN PART UNDER VOTE HEALTH

Outputs

In providing the Services in Schedule B, PHARMAC will meet the service description and performance measures in the Statements of Forecast Service Performance below.

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

Key output / activity		Key measures
Medicines used in the community		
1.1	Manage community pharmaceutical expenditure	a) Expenditure managed within \$694 million as at 30 June 2010.
		b) Make decisions on >90% of line items (excluding bids held open while awaiting Medsafe registration) within 6 months of the tender closing.
1.2	Produce and distribute the Community Pharmaceutical Schedule	a) Produce and distribute the Community Schedule in August 2009, December 2009, and April 2010.
		b) Publish and distribute monthly updates to the Pharmaceutical Schedule.
		c) Provide real-time electronic access to the Schedule via the PHARMAC website.
1.3	Management of Exceptional Circumstances schemes	Applications for Exceptional Circumstances funding are processed in a timely manner.

Medicines used in DHB hospitals		
2.1	Produce and distribute the Hospital Pharmaceutical Schedule	Produce and distribute the Hospital Schedule in July 2009, November 2009 and March 2010.
2.2	Monitor DHB hospital compliance with restricted brand contracts	Provide a report to DHBs and pharmaceutical suppliers by 31 December 2009.
2.3	Manage (some) expenditure on pharmaceutical cancer treatments (PCTs)	a) Achieve savings of 5% on PCTs treatments expenditure.
		b) Make new investments in PCTs, with costs in 2009/10 up to an amount agreed with DHBs, plus the value of any savings achieved.
2.4	Undertake procurement	a) Issue a multi-product tender for hospital

Medicines used in DHB hospitals		
	activity for pharmaceuticals, on behalf of DHB hospitals	pharmaceuticals and make decisions on >90% of line items (excluding bids held open while awaiting Medsafe registration) within 6 months of the tender closing.
		b) Complete a procurement process for volatile anaesthetics by 30 June 2010.
		c) Complete a procurement process for radiological contrast media by 30 June 2010.

Procurement of DHB hospital supplies		
3.1	Management of national procurement contracts	Monitor compliance of Hospital only contracts requiring sales data to be provided to PHARMAC by suppliers.
3.2	Continue work in assisting DHBs to procure products used in DHB hospitals	Conduct further work on national procurement as agreed with DHBs or Ministry of Health.

Optimal Use initiatives		
4.1	Communication of brand changes	Produce information for patients and/or health professionals to assist with the implementation of pharmaceutical funding decisions.
4.2	Wise Use of Antibiotics campaign	Deliver the annual Wise Use of Antibiotics campaign by 31 September 2009.
4.3	One Heart Many Lives campaign	a) Support the continued implementation of the One Heart Many Lives campaign in Northland and Lakes DHB regions.
		b) Develop the One Heart Many Lives campaign nationally.
4.4	Space to Breathe campaign	Pilot the early childhood education programme by December 2009.
4.5	Providing information for prescribers on the optimal use of medicines	a) Work with bpac ^{NZ} to promote the responsible use of pharmaceuticals through continuing medical education programmes.
		b) Work with DHBs through the Safe and Quality Use of Medicines group, the DHB Safe Medication Management Programme and PHARMAC-DHB Joint Working Group.
4.6	Improving access to medicines by reducing inequalities, including implementation of	Continue the national roll out of He Rongoa Pai, He Oranga Whanau training programme and resources.

	PHARMAC's Maori Responsiveness Strategy	
4.7	Information on generic medicines	a) Conduct and analyse a survey of consumers on understanding of and attitudes about generic medicines.
		b) Undertake actions as appropriate arising from the analysis of the consumer survey on generic medicines.

Research		
5.1	Manage funding for support of the SOLD clinical trial	As per contract milestones.

Quality processes and Decisions		
6.1	Improve stakeholder engagement	Hold a PHARMAC Forum by 31 December 2009.
6.2	Optimal performance of advisory committees	a) Consult on changes to the Terms of Reference for the Consumer Advisory Committee by 31 December 2009.
		b) Implement any changes to the Terms of Reference as required.
6.3	Improve engagement with DHBs	Agree a Memorandum of Understanding with DHBs by 30 June 2010.

Reporting requirements, as per section 4 of this Agreement.

Compliance with all Acts, Regulations, Orders in Council, Gazette notices, and Ministerial directions.

SCHEDULE C: PAYMENT TERMS AND SCHEDULE OF PAYMENTS

The Minister shall pay a total sum of Twelve Million, Five Hundred and Fifty Six Thousand Dollars (\$12,556,000) (GST exclusive) for the period 1 July 2009 to 30 June 2010 by way of direct credit to PHARMAC's nominated bank account in instalments as detailed in the following Schedule of Payments.

The Ministry shall in addition pay PHARMAC the one-off adjustment sum of Four Hundred and Seventy Seven Thousand Dollars (\$477,000) (GST exclusive) upon invoice (receipt of which is hereby acknowledged).

PERIOD	PAYMENT DATE	\$ (GST excl)
July 2009	4 July 2009	999,083.00
August 2009	4 August 2009	999,083.00
September 2009	4 September 2009	999,084.00
October 2009	4 October 2009	999,084.00
November 2009	4 November 2009	999,084.00
December 2009	4 December 2009	999,084.00
January 2010	4 January 2010	1,329,833.00
February 2010	4 February 2010	1,046,333.00
March 2010	4 March 2010	1,046,333.00
April 2010	4 April 2010	1,046,333.00
May 2010	4 May 2010	1,046,333.00
June 2010	4 June 2010	1,046,333.00
TOTAL		12,556,000.00

SCHEDULE D: PROJECTED FINANCIAL PERFORMANCE

Projected Statement of Financial Performance

	For the period 1 July 2009 to 30 June 2010	For the period 1 July 2010 to 30 June 2011	For the period 1 July 2011 to 30 June 2012
	\$000 (GST excl)	\$000 (GST excl)	\$000 (GST excl)
Revenue			
Crown:			
Operating	10,533	11,369	11,665
Responsible use of pharmaceuticals	2,500	3,296	3,406
DHB Contribution	2,820	2,908	3,004
Interest Received	120	90	90
Other revenue	94	97	99
Total Revenue	16,067	17,760	18,264
Operating Expenditure			
Operating costs	3,266	3,451	3,819
Salaries and related costs	6,558	6,761	6,985
Audit fees	28	28	29
Directors fees	129	129	129
Depreciation	467	482	498
Rentals and leases	461	475	491
High cost medicines administration	175	180	186
Herceptin trial administration costs	778	792	484
Responsible use of pharmaceuticals	5,297	5,462	5,643
Total Expenditure	17,159	17,760	18,264
Net surplus/(deficit)	(1,092)	0	0

Note: The above statement should be read in conjunction with the accounting policies set out in Appendix 2 of PHARMAC'S Statement of Intent 2009/10.

Projected Statement of Financial Position

	For the period 1 July 2009 to 30 June 2010	For the period 1 July 2010 to 30 June 2011	For the period 1 July 2011 to 30 June 2012
	\$000 (GST excl)	\$000 (GST excl)	\$000 (GST excl)
PUBLIC EQUITY			
Retained Earnings & Reserves	1,600	1,600	1,600
Legal Risk Fund	4,600	4,600	4,600
TOTAL PUBLIC EQUITY	6,200	6,200	6,200
Represented by:			
Current Assets			
Cash and bank	7,503	7,503	7,503
Receivables and prepayments	100	100	100
Total current assets	7,603	7,603	7,603
Non-current assets			
Property, Plant and Equipment	580	580	580
Intangible assets	520	520	520
Total non-current assets	1,100	1,100	1,100
Total assets	8,703	8,703	8,703
Current Liabilities			
Creditors and other payables	2,003	2,003	2,003
Employee entitlements	500	500	500
Total current liabilities	2,503	2,503	2,503
NET ASSETS	6,200	6,200	6,200

Note: The above statement should be read in conjunction with the accounting policies set out in Appendix 2 of PHARMAC'S Statement of Intent 2009/10.

Projected Cash Flow Statement

	For the period of 1 July 2009 to 30 June 2010	For the period of 1 July 2010 to 30 June 2011	For the period of 1 July 2011 to 30 June 2012
	\$000 (GST incl)	\$000 (GST incl)	\$000 (GST incl)
Cash flows – Operating activities			
Cash was provided from:			
- Ministry of Health	13,033	14,665	15,071
- Interest Received	120	90	90
- DHB Contribution	2,820	2,908	3,004
- Other	94	0	0
	<u>16,067</u>	<u>17,663</u>	<u>18,165</u>
Cash was disbursed to:			
- Cash outflow to suppliers and employees	(16,292)	(16,781)	(17,267)
- Net GST	(400)	(400)	(400)
	<u>(16,692)</u>	<u>(17,181)</u>	<u>(17,667)</u>
Net cash flow from operating activities	<u>(625)</u>	<u>482</u>	<u>498</u>
Cash flows – Investing activities			
Cash was disbursed to:			
- Purchase of fixed assets	(467)	(482)	(498)
Net cash flow from investing activities	<u>(467)</u>	<u>(482)</u>	<u>(498)</u>
Cash flows – Financing activities			
Net cash flow from financing activities	<u>-</u>	<u>-</u>	<u>-</u>
Net increase/(decrease) in cash held	(1,092)	-	-
Add opening cash brought forward	8,595	7,503	7,503
Closing cash balance	<u>7,503</u>	<u>7,503</u>	<u>7,503</u>

Note: The above statement should be read in conjunction with the accounting policies set out in Appendix 2 of PHARMAC'S Statement of Intent 2009/10.

Projected Movement in Equity

	For the period of 1 July 2009 to 30 June 2010	For the period of 1 July 2010 to 30 June 2011	For the period of 1 July 2011 to 30 June 2012
	\$000 (GST excl)	\$000 (GST excl)	\$000 (GST excl)
Public equity at the beginning of the period	2,692	1,600	1,600
Net surplus/(deficit)	(1,092)	-	-
Public equity as at the end of the period	\$1,600	\$1,600	\$1,600

Note: The above statement should be read in conjunction with the accounting policies set out in Appendix 2 of PHARMAC'S Statement of Intent 2009/10.

Reconciliation of Net Surplus to Cash Flow from Operating Activities

	For the period of 1 July 2009 to 30 June 2010	For the period of 1 July 2010 to 30 June 2011	For the period of 1 July 2011 to 30 June 2012
	\$000 (GST excl)	\$000 (GST excl)	\$000 (GST excl)
Net operating surplus (deficit)	(1,092)	-	-
Add non-cash items:			
Depreciation	467	482	498
Total	(625)	482	498
Add/(less) working capital movements:			
Decrease (increase) in receivables	-	-	-
Increase (decrease) in payables	-	-	-
Working Capital Movement – net	-	-	-
Net cash flow from operating activities	(625)	482	498

Note: The above statement should be read in conjunction with the accounting policies set out in Appendix 2 of PHARMAC'S Statement of Intent 2009/10.