

# Contract for Services PHARMAC

Pharmaceutical Management Agency

## SUPPLY OF QUANTITATIVE RESEARCH AND ANALYSIS SERVICES

### The Parties

**Pharmaceutical Management Agency (PHARMAC)** (Buyer)

Level 9, Simpl House

40 Mercer Street, Wellington

and

**Auckland Uniservices Limited** (Supplier)

Uniservices House,

Level 10, 70 Symonds Street

Auckland 1142

Postal Address: Private Bag 92019, Victoria St West, Auckland 1142

### The Contract

#### Agreement

The Buyer appoints the Supplier to deliver the Services described in this Contract and the Supplier accepts that appointment. This Contract sets out the Parties' rights and obligations.

#### The documents forming this Contract are:



- |   |            |
|---|------------|
| 1. This page  | Page 1     |
| 2. Contract Details and Description of Services   | Schedule 1 |
| 3. Standard Terms and Conditions  | Schedule 2 |
| GMC Form 2 SERVICES   Schedule 2 (2nd Edition) available at: <a href="http://www.procurement.govt.nz">www.procurement.govt.nz</a> |            |
| 4. Any other attachments described at Schedule 1.   |            |

#### How to read this Contract

5. Together the above documents form the whole Contract.
6. Any Supplier terms and conditions do not apply.
7. Clause numbers refer to clauses in Schedule 2.
8. Words starting with capital letters have a special meaning. The special meaning is stated in the Definitions section at clause 17 (Schedule 2).

### Acceptance

In signing this Contract each Party acknowledges that it has read and agrees to be bound by it.

For and on behalf of the Buyer:	For and on behalf of the Supplier:
 (signature)	 (signature)
name: Jude Ulrich	name: <b>Kerry Price</b>
position: PHARMAC Director Engagement &	position: General Manager Government NZ, Australia & Pacific

	Implementation		
date:		date:	

RELEASED UNDER THE  
OFFICIAL INFORMATION ACT

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# Schedule 1

## Contract Details and Description of Services

<b>Start Date</b>		Reference Schedule 2 clause 1
<b>End Date</b>		Reference Schedule 2 clause 1
<b>Contract Managers</b> Reference Schedule 2 clause 4	<b>Buyer's Contract Manager</b>	
	<b>Name:</b>	Atene Andrews
	<b>Title / position:</b>	Kaiwhakahaere Whakarata Māori
	<b>Address:</b>	PHARMAC Level 9, Simple House 40 Mercer St Wellington
	<b>Phone:</b>	
	<b>Fax:</b>	
	<b>Supplier's Contract Manager</b>	
	SHENNON WHEEL	
	CONSULTANT MANAGER	
	70 SYMONDS ST AUCKLAND NEW ZEALAND	
<b>Addresses for Notices</b> Reference Schedule 2 clause 14	<b>Buyer's address</b>	
	<b>For the attention of:</b>	Jude Ulrich
	<b>c.c. Contract Manager</b>	PHARMAC Level 9, Simple House 40 Mercer St Wellington
	<b>Delivery address:</b>	As above
	<b>Postal address:</b>	PO Box 10 264, Wellington 8143
	<b>Fax:</b>	
	<b>Supplier's address</b>	
	Anna Booth	
	Uniservicos House, Level 10, 70 Symonds Street Auckland 1142	
	Private Bag 92019, Victoria St West, Auckland 1142	
<b>Supplier's Approved Personnel</b> Reference Schedule 2 clause 25	<b>Approved Personnel</b>	
	<b>Name:</b>	Grant Hanham
	<b>Position:</b>	
	<b>Specialisation:</b>	
<b>Supplier's Approved Sub-contractor</b> Reference Schedule 2 clause 7	<b>Approved Sub-contractor</b>	
	<b>Name:</b>	Jin Feng Zhao
	<b>Address:</b>	
	<b>Specialisation:</b>	
<b>Description of Services</b>		
<b>Context</b>		
PHARMAC is seeking to refresh and update the report "Variation in the use of medicines by ethnicity in 2008/07; a preliminary analysis" published in the New Zealand Medical Journal in October 2013 (the "Report").		
<b>Description of Services</b>		

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Deliver an update to the analysis undertaken for the Report, as follows:

- Obtain a new extract of pharmaceutical claim data for the year 1st July 2013 to 30 June 2014.
- Undertake a new mapping exercise, via the NZULM data model, to link the PHARMAC component of the NZULM to the New Zealand Burden of Diseases, Injuries and Risk Factors Study (NZBDIRFS) data via Anatomical Therapeutic Chemical (ATC) classification system, in order to:
  - o ensure that updates to the Pharmaceutical Schedule and Hospital Medicines List tables in the NZULM will be more easily tracked for their impact on gaps in and variation in access to pharmaceutical for given NZBDIRFS conditions.
    - i. ensure newly listed and de-listed products can be tracked longitudinally using existing data collections.
    - ii. summarise the increase in access to medicines via the Hospital Medicines List.
- Apply existing methods, outlined in detail in the appendices to the Report.
  - i. Analyse both currently available medicines and a restricted set of medicines available both in 2008/07 and 2013/14.
- undertake a geospatial representation of the variation in medicines use. This will be undertaken by using the demographic profile (age, gender and ethnicity) of each DHB area to estimate the burden of disease attributable to that DHB catchment population and analysing disparities in access to medicines adjusting for the estimate of disease burden.

**Deliverables**

- Provide a report to PHARMAC summarising the findings of the comparison between the 2008/07 and 2013/14 analysis, including recommendations for areas where unwarranted variation exist and how these gaps may be addressed.
- Prepare a manuscript or manuscripts for publication in appropriate local and/or international peer reviewed journals.
- Deliver an interactive map using the same methodology used to deliver the Cardiovascular Disease (CVD) management domain for the Health Quality and Safety Commission's Atlas of Healthcare Variation and negotiate to include within Atlas.
- Data extracts to be transferred to the Buyer during the term of the Contract, or at the end of the Contract.

Deliverable/Milestone	Performance Standards	Due date	Amount due (exc GST)
<p>1. Obtain a new extract of pharmaceutical claim data for the year 1st July 2013 to 30 June 2014.</p> <p>2. Undertake a new mapping exercise, via the NZULM data model, to link the PHARMAC component of the NZULM to the New Zealand Burden of Diseases, Injuries and Risk Factors Study (NZBDIRFS) data via Anatomical Therapeutic Chemical (ATC) classification system</p> <p>3. Apply existing methods, outlined in detail in the appendices to the paper, to the Report.</p> <p>4. Analyse both currently available medicines and a restricted set of medicines available both in 2008/07 and 2013/14.</p>	<p>1. The updates to the Pharmaceutical Schedule and Hospital Medicines List tables in the NZULM can be easily tracked for their impact on gaps in and variation in access to pharmaceutical for given NZBDIRFS conditions.</p> <p>2. Newly listed and de-listed products can be tracked longitudinally using existing data collections.</p> <p>3. Summarise the increase in access to medicines via the Hospital Medicines List.</p> <p>4. Produce a <b>Progress Report</b> on each of the following tasks:</p> <p>4.1 New extract of pharmaceutical claim data;</p> <p>4.2 New mapping data</p> <p>4.3 Application of existing methods to the analysis of the Report.</p> <p>4.4 Initial feedback analysis of both currently available medicines and a restricted set of medicines available both in 2008/07 and</p>		

<p>5. Provide a report to PHARMAC summarising the findings of the comparison between the 2008/07 and 2013/14 analysis, including recommendations for areas where unwarranted variation exist and how these gaps may be addressed.</p> <p>6. Prepare a manuscript or manuscripts for publication in appropriate local and/or international peer reviewed journals</p>	<p>2013/14.</p> <p>5. Produce a <b>Project Completion Report</b>, for PHARMAC use, that reprises the Report analysis (ie what are the current needs-adjusted gaps in pharmaceutical use for Māori vs non-Māori, and includes sub-analysis of changes for the subset of medicines surviving since 2008/07.</p> <p>The Project Completion Report shall also include analysis in Pacific peoples' variations in medicines use. The parties agree Pacific people's data will not be linked to the NZBDS data.</p> <p>6. Produce a <b>Publishable Report</b> for submission to a peer reviewed journal. (Discuss Implications of Project Completion Report vs Publishable Report?)</p>		
<p>7. Generation of an updateable process via NZULM to link medicines listed on the Pharmaceutical Schedule and Hospital Medicines List to the New Zealand Burden of Diseases, Injuries and Risk Factors Study (NZBDIRFS) data via Anatomical Therapeutic Chemical (ATC) classification system.</p>	<p>7. This enhancement will allow ready access to longitudinal analysis of the impact of funding decisions on reducing identified disparities in access to medicines.</p> <p>This will also allow the linkage of data to the WHO ATC/DDD Index<sup>2</sup> thereby allowing more ready access to international comparisons and collaboration in medicines utilisation research, including the effect of pharmaceutical policy.</p>		
<p>8. Geospatial analysis of variation in access to pharmaceuticals, adjusted for disease burden, by DHB area, including the creation of an interactive map to visualise this data.</p>	<p>8. Provides a tool to engage in discussions about unwarranted variation and in strategies to address these variations individually by disease burden, by DHB area, including the presentation of an interactive map to visualise this data.</p> <p>10. Provide an <b>Enhancements Summary Report</b> (points 7 &amp; 8).</p>		
	<p>Total Payments</p>		

**Performance standards**

Quality assurance and peer review of all data extracts and analysis.

**Transfer of Records**

Data extracts to be transferred to the Buyer during the term of the Contract, or at the end of the Contract.

<p><b>Supplier's Reporting Requirements</b> Reference Schedule 2 clause 6</p>	Report to:	Type of report	Due date
	Contract Manager	Progress Report	
		Project Completion Report	
		Publishable Report	
	Enhancements Summary Report		

*Handwritten signature and initials*

**CHARGES:** The following section sets out the Charges. Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees, and where agreed, Expenses and Daily Allowances. The Charges for this Contract are set out below.

<b>Fees</b> Reference Schedule 2 clause 3	The Supplier's Fees will be calculated as follows: <b>Fixed Fee</b> [REDACTED]
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<b>Expenses</b> Reference Schedule 2 clause 3	No Expenses are payable.
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<b>Invoices</b> Reference Schedule 2 Subject to clauses 3 and 11.7	The Supplier must send the Buyer an Invoice for the Charges at the following times: On the following dates subject to completion of the relevant Deliverables/Milestones.																		
	<table border="1"> <thead> <tr> <th>Deliverable/Milestone</th> <th>Due date</th> <th>Amount due (excl GST)</th> </tr> </thead> <tbody> <tr> <td>On-signing</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Progress Report</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Project Completion Report</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Publishable Report</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Enhancements Summary Report</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> </tbody> </table>	Deliverable/Milestone	Due date	Amount due (excl GST)	On-signing	[REDACTED]	[REDACTED]	Progress Report	[REDACTED]	[REDACTED]	Project Completion Report	[REDACTED]	[REDACTED]	Publishable Report	[REDACTED]	[REDACTED]	Enhancements Summary Report	[REDACTED]	[REDACTED]
Deliverable/Milestone	Due date	Amount due (excl GST)																	
On-signing	[REDACTED]	[REDACTED]																	
Progress Report	[REDACTED]	[REDACTED]																	
Project Completion Report	[REDACTED]	[REDACTED]																	
Publishable Report	[REDACTED]	[REDACTED]																	
Enhancements Summary Report	[REDACTED]	[REDACTED]																	

<b>Address for invoices</b> Reference Schedule 2 clause 3	Buyer's address	
	<b>For the attention of:</b>	Alene Andrews
	<b>Physical address:</b>	PHARMAC Level 9, Simple House 40 Mercer St Wellington
	<b>Postal address:</b>	PHARMAC PO Box 10 254, Wellington 6143
	<b>Email:</b>	[REDACTED]
	<b>Fax:</b>	

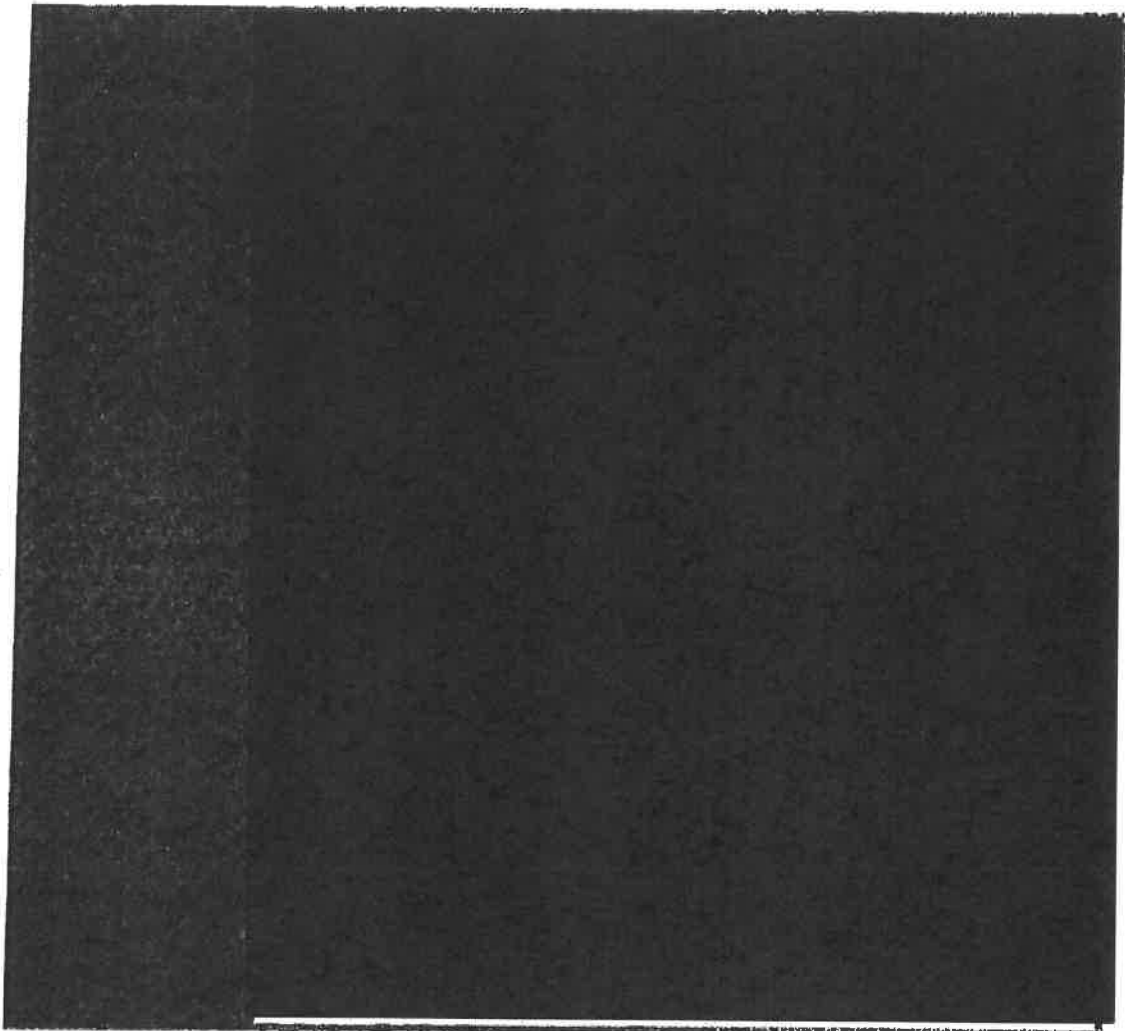
<b>Insurance</b> Reference Schedule 2 Clause 8.1	<b>INSURANCE: (clause 8.1 Schedule 2)</b> It is the Supplier's responsibility to ensure its risks of doing business are adequately covered, whether by insurance or otherwise. The Buyer does not require any specific insurance under this Contract.
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Changes to  
Schedule 2 and  
additional  
clause/s



SECRET

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*[Handwritten initials]*



**Attachments**  
Reference Contract  
documents described  
at Page 1

None

Handwritten initials or a signature in the bottom right corner of the page, consisting of a stylized 'm' and 'A'.