

# Anti-Vaccination

## 1. Why do we have this policy?

- 1.1. Vaccination is a crucial part of the New Zealand public health response to communicable diseases. Health practitioners can help protect themselves, their patients, their whānau and the wider community by getting vaccinated and supporting their patients and communities to access vaccinations.
- 1.2. Health practitioners play a very important role in providing evidence-based advice and information about vaccinations to others and should be prepared to provide balanced information to assist informed decision making.

## 2. What does this policy cover?

- 2.1. Pinnacle Incorporated expects all its Contracted Providers to follow the national health messages published by the Ministry of Health and the District Health Boards.
- 2.2. This means that Pinnacle Incorporated's Contracted Providers must deliver first level services and communicate with patients in a way that is consistent with centrally issued public health advice and does not erode confidence in health measures in place to manage infectious diseases.
- 2.3. This is a requirement to meet the ethical and professional obligations required both by the profession and by Pinnacle Incorporated.
- 2.4. In line with the Dental and Medical Councils' guidance statement regarding the Covid-19 vaccine, released in April 2021, we respect an individual's right to have an opinion. However, Pinnacle Incorporated will not accept anti-vaccination messaging of any kind in professional health practice, nor the promotion of anti-vaccination claims.
- 2.5. Pinnacle Incorporated considers that promotion of material that conflicts with Medsafe, IMAC, the Ministry of Health Immunisation Handbook or the WHO information regarding a vaccine, and actively discourages people from receiving a vaccination is an anti-vaccination message.
- 2.6. Providers are encouraged to provide balanced material from reputable sources to ensure that people are informed of their options as per the Health and Disability Commissioner (Code of Health and Disability Services Consumers' Rights) Regulations 1996.
- 2.7. Pinnacle Incorporated recognises that some practitioners may choose not to provide vaccination services. In this instance, the practitioner remains obliged to provide balanced information and to make alternative arrangements for the patient to receive a vaccine, should they wish.
- 2.8. Failure to comply with this policy could constitute a material breach of the back-to-back agreement between Pinnacle Incorporated and an individual provider or a clinic.

### 3. Who does this policy apply to?

- 3.1. This policy applies to all Contracted Providers that hold a Back-to-Back Agreement with Pinnacle Incorporated. This includes individual providers and general practices, as well as all registered health practitioner contractors and employees.

### 4. Relevant back-to-back agreement clauses

- 4.1. **Clause 6.1(a):** requires the Contracted Provider abide by “the provisions of the PHO Services Agreement that are expressed as applying a Contracted Provider.”
- 4.2. **Clause 7.2:** “you must do everything reasonably practicable to enable us (Pinnacle Incorporated) to perform our functions, achieve our outcomes, and otherwise meet our obligations under the PHO Services Agreement”.
- 4.3. **Clause 8.1(a):** The PHO subcontracts the Contracted Provider to provide “the Nationally Consistent Services set out in Schedule 1, in accordance with the provisions of that Schedule.”
  - 4.3.1. **Schedule 1.1(c):** The Contracted Provider must provide the PHO’s Enrolled Population and other Eligible Persons with “immunisation services in accordance with Part C and Schedule C3” of the PHO Service Agreement (see below).
- 4.4. **Clause 8.2(b):** You must provide services “in a way that is evidence and best practice based, enhances health promotion and preventative health measure”.
- 4.5. **Clause 5.1:** “The Contracted Provider must ensure that it and/or each Practitioner or organisation it engages to provide the Services has the qualifications, accreditation, experience, competency, and availability (as relevant) that is necessary to ensure that the Contracted Provider provides the Services in accordance with this Agreement.”
- 4.6. **Clause 19.3(b):** We may terminate this [back-to-back agreement] immediately by notice if “you have failed to perform a material obligation set out in this Agreement”

### 5. Relevant PHO services agreement clauses

- 5.1. **Part A.2(e):** The purpose of the Agreement is to “provide for the PHO to deliver Nationally Consistent Services.”
- 5.2. **Schedule C3:** outlines the immunisation services the PHO and Contracted Providers should deliver and encourage, including:
  - 5.2.1. **Schedule C3(2)(1)(a):** “All immunisation services to children and adults as per the National Immunisation Schedule issued by the Ministry of Health.”
  - 5.2.2. **Schedule C3(2)(1)(b):** “Non-schedule vaccines to relevant high-risk groups, as per the Immunisation Handbook”
  - 5.2.3. **Schedule C3(2)(2)(d):** “Promote immunisation using evidence-based information, ensuring its Enrolled Population is able to make decisions about immunisation based on informed consent.”

- 5.2.4. Schedule C3(2)(2)(e):** “Assist with epidemic control and other situations if co-ordinated action is required.”

## 6. Policy overview

- 6.1.** In the event of a breach or potential breach of this policy the process to determine if there is a material breach pursuant to clause 19.3(b) of the Back-to-Back Agreement will be as follows:
- 6.1.1.** Pinnacle Incorporated receives notice and evidence that a Contracted Provider or a registered health practitioner contractor or employee of the Contracted Provider, has communicated an anti-vaccination message or messaging undermining a nationally approved vaccination programme.
  - 6.1.2.** Pinnacle Incorporated’s CEO and Medical Director write to the relevant party (copying in the practice manager) to explain what messaging is of concern and to outline the implications of the messaging; The relevant party and practice manager are given a right of reply. This reply is expected within 10 working days. However, Pinnacle Incorporated may request a reply within a shorter time frame, depending on the circumstances. The relevant party can request an extended timeframe, whether this is granted also relies on the circumstances and is at Pinnacle Incorporated’s discretion.
  - 6.1.3.** The CEO and Medical Director review all documentation and seek advice. This can include advice from appropriate professional bodies, legal advisors or any other relevant professional.
  - 6.1.4.** The CEO and Medical Director review the advice and decide:
    - 6.1.4.1.** whether to complain to the Medical Council or other professional regulatory body; and/or
    - 6.1.4.2.** if the messaging amounts to a material breach of the Back-to-Back Agreement.
  - 6.1.5.** The CEO and Medical Director recommend what next steps, if any, to take and present this to the Pin Inc. Executive Committee. Next steps can include:
    - 6.1.5.1.** termination of an individual person’s or the Contracted Provider’s Back-to-Back Agreement with Pinnacle Incorporated; or
    - 6.1.5.2.** any other disciplinary action as the Pin Inc. Executive Committee sees fit.
  - 6.1.6.** The CEO and Medical Director implement Pin Inc. Executive Committee’s final decision.

## 7. References and relevant legislation

- 7.1.** Immunisation Advisory Centre (IMAC) website.
- 7.2.** Ministry of Health Immunisation Handbook.
- 7.3.** Medsafe.
- 7.4.** World Health Organisation (WHO).

## 8. If you have a question or complaint

- 8.1. Please report any issues with the control and distribution of this document to the Pinnacle Medical Director, who will follow up, in consultation with other Pinnacle group employees as required.
- 8.2. For any queries or issues with the content of this document, please follow up directly with the document owner identified below.
- 8.3. Any complaints associated with this policy will be investigated according to the organisation's complaints policy.

**Policy name:** Anti-Vaccination Policy (POL106-1.0)

Document owner: Justin Butcher

Date approved: November 2021

Date for review: November 2022

Authorised by: Pin Inc Executive Committee

Signature:



Justin Butcher  
Acting Pinnacle CEO