



PHARMACY PROGRAMS ADMINISTRATOR GENERAL TERMS AND CONDITIONS

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Australian Government
Department of Health

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PHARMACY PROGRAMS ADMINISTRATOR GENERAL TERMS AND CONDITIONS

These *Pharmacy Programs Administrator General Terms and Conditions* (General Terms) are to be read in conjunction with the Program Rules for the individual programs You are registering and participating in, which are available from www.ppaonline.com.au.

1 AGREEMENT

- 1.1 In order to register and claim payments via the Pharmacy Programs Administrator for Pharmacy Programs funded under the Sixth Community Pharmacy Agreement (6CPA), You agree to be bound by this Agreement.
- 1.2 If, at the close of business on 31 January 2019, You were registered to participate in Pharmacy Programs funded under the 6CPA and administered by the Pharmacy Guild of Australia, You agree that on and from 1 February 2019 these General Terms apply to Your participation in those Programs, and that these General Terms replace the *6CPA General Terms and Conditions* and form part of the Agreement (as defined in clause 3 below) between You and the Pharmacy Programs Administrator.

2 TERM OF AGREEMENT

- 2.1 This Agreement will commence on:
 - a. The date on which the Pharmacy Programs Administrator provides You with written notice of acceptance of Your successful registration to participate in any 6CPA Programs
 - or
 - b. If You were registered to participate in 6CPA Programs on or prior to 31 January 2019, on 1 February 2019.
- 2.2 This Agreement expires on 30 June 2020, unless terminated earlier.

3 DEFINITIONS

- 3.1 These meanings apply unless the contrary intention appears:
 - 6CPA** means the Sixth Community Pharmacy Agreement between the Australian Government and The Pharmacy Guild of Australia signed 24 May 2015 and varied on 1 July 2017.
 - AACP** means the Australian Association of Consultant Pharmacy.
 - Accredited Pharmacist** means a Pharmacist who has current accreditation to conduct Medication Management Reviews from an approved pharmacist accreditation body.
 - ACF** means an Australian Government-funded Aged Care Facility.
 - Agreement** means these General Terms, Your registration/application/claim via the Pharmacy Programs Administrator portal (as applicable) and relevant Program Rules that You have agreed to be bound by.
 - Approved pharmacist accreditation body** means the AACP or the Society of Hospital Pharmacists of Australia.

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Australian Government means the Commonwealth of Australia as represented by the Department of Health and includes, where relevant, its officers, employees, contractors and agents.

Community Pharmacy or **Community Pharmacies** means a pharmacy approved to dispense pharmaceutical benefits as defined in Section 90 of the *National Health Act 1953*.

Confidential Information means any information that:

- a. Is by its nature confidential
- b. Is designated by the Australian Government or the Pharmacy Programs Administrator as being confidential
- c. You know or ought to know is confidential.

Eligibility Criteria means the Eligibility Criteria as set out in the relevant Program Rules.

Eligible Community Pharmacy means the Community Pharmacy nominated in the Pharmacy Programs Administrator Portal which at all times meets the pharmacy Eligibility Criteria set out in the relevant Program Rules.

Evaluator means any evaluator appointed by the Australian Government to collect, collate and evaluate data to assess the success of any of the 6CPA Programs and inform future arrangements.

Exceptional Circumstances means circumstances that may have affected Your ability make a claim for payment that meets the requirements of this Agreement and the relevant Program Rules.

Hospital Authority means a hospital authority or multipurpose service approved to dispense pharmaceutical benefits as defined in Section 94 of the *National Health Act 1953*.

Law means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time anywhere in Australia, whether made by a state, territory, Commonwealth, or local government, and includes the common law as applicable from time to time.

Patient Consent means informed consent by each Patient who is receiving 6CPA Services.

PBS means the Pharmaceutical Benefits Scheme.

Pharmacy Accreditation Program means any program that:

- Is assessed and approved as a Conformity Assessment Body accredited by either JAS-ANZ or ISQua
- Only utilises assessors who have completed the training requirements of a recognised body for the accreditation of quality management system auditors
- Provides equitable access and equal opportunity for all Community Pharmacies to be assessed against the standards regardless of their geographic location, such that they can provide accredited services to the communities that they serve.

Pharmacy Programs Administrator is the body contracted to provide administrative and support services to the Australian Government for various programs as described in the Program Rules, including facilitating the making of Commonwealth payments to pharmacists and other beneficiaries.

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Program Rules means the documents detailing the obligations that govern eligibility, registration, claiming and payment for Programs and Services under the 6CPA, available at www.ppaonline.com.au.

Registered Pharmacist means a person who holds a general (non-provisional) registration as a Pharmacist on the Register of Pharmacists with the Australian Health Practitioner Regulation Agency (AHPRA).

Service Provider means the entity providing services (e.g. a Community Pharmacy) nominated in the Pharmacy Programs Administrator Portal, which at all times meets the Eligibility Criteria set out in the relevant Program Rules.

Services means services, tasks and obligations described in the relevant Program Rules.

Term of Agreement means the term described in clause 2.

Terms and Conditions means clauses 1 to 11 of this Agreement.

Your Personnel means Your employees, agents, officers or subcontractors and includes those individuals (if any) engaged by You on a voluntary basis.

You and **Your** means one or more of the following:

- The owner of, and their approved Eligible Community Pharmacy
- The owner of, and their approved Service Provider
- The person or entity as defined in the relevant Program Rules.

3.2 In these General Terms, unless the contrary intention appears:

- a. Words in the singular include the plural and words in the plural include the singular
- b. Words importing a gender including any other gender.

3.3 If there is any conflict or inconsistency between these General Terms and the Program Rules, the Terms and Conditions will prevail to the extent of any conflict or inconsistency.

3.4 Any references to the General Terms in the Program Rules should be read as referring to these General Terms.

4 YOUR OBLIGATIONS

4.1 During the Term of Agreement, You must:

- a. Ensure that You are at all times an Eligible Community Pharmacy or approved Service Provider
- b. Ensure that a Registered Pharmacist and/or an Accredited Pharmacist is involved in the delivery of Services where required, as defined in the relevant Program Rules
- c. Where specified in relevant Program Rules, ensure You have Patient Consent to provide the Services
- d. Collect and lawfully provide to the Australian Government and/or the Pharmacy Programs Administrator and/or the Evaluator all consents, information and data specified in the relevant Program Rules as being required to be so provided subject to the *Privacy Act 1988* (Cwlth)

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- e. Participate as required by the Australian Government in any evaluation processes, when required by the Evaluator in respect of any 6CPA Program/s
 - f. Comply with all reasonable requirements notified in writing to You by the Pharmacy Programs Administrator in respect of Your participation in any 6CPA Program/s or delivery of Services under these General Terms and the relevant Program Rules
 - g. Permit and fully co-operate with any audit of Your performance of Your obligations and the provision of Services under these Terms and Conditions and any relevant Program Rules.
- 4.2 You must immediately notify the Pharmacy Programs Administrator in writing if:
- a. You cannot perform the Services
- or
- b. You become aware of a circumstance which will have the effect of preventing You performing the Services in the future.

5 PAYMENTS

- 5.1 Subject to clause 5.2, You must not charge a Patient any fee, cost or disbursement in respect of the Services except as expressly provided in the relevant Program Rules or receive any in-kind payment.
- 5.2 The Pharmacy Programs Administrator will pay You such other allowances, incentives, fees and/or charges as are specifically provided for in the relevant Program Rules.
- 5.3 You acknowledge that the payment of the monies referred to in this clause 5 and/or the relevant Program Rules are conditional on the Pharmacy Programs Administrator receiving from the Australian Government funds for that purpose and being lawfully authorised to expend those funds, in satisfaction of the obligations referred to in this clause.
- 5.4 All monies the Pharmacy Programs Administrator may be required to pay You under this clause 5 must be claimed by You in accordance with the relevant Program Rules and will be paid by the Pharmacy Programs Administrator, subject to this clause 5, in accordance with the relevant Program Rules.
- 5.5 You agree that if it is determined You have failed to meet any or all of these General Terms or any requirements under the relevant Program Rules, the Australian Government at its sole and absolute discretion may recover funds paid to You.
- 5.6 You agree that if it is determined that You have been overpaid in connection with Your participation in any 6CPA Programs, You must repay the Pharmacy Programs Administrator the amount they notify You within 30 days of the notice.
- 5.7 The Pharmacy Programs Administrator must be satisfied that any claim or declaration meets the criteria outlined in the relevant Program Rules before payment will be processed.
- 5.8 You agree to provide the Australian Government and/or the Pharmacy Programs Administrator any and all evidence to substantiate a claim for payment made by You under these General Terms and the relevant Program Rules.

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6 APPEALS PROCESS

6.1 Any Exceptional Circumstances relating to a claim for payment should be referred to the Pharmacy Programs Administrator. Any appeal for a review of a decision regarding Exceptional Circumstances must be made in writing to the following address and contain sufficient justification to support the request:

Email: support@ppaonline.com.au

6.2 All appeals relating to Program participation will be reviewed jointly by the Australian Government and the Pharmacy Programs Administrator. The Australian Government makes decisions regarding appeals.

7 AUDIT REQUIREMENTS

7.1 Service Providers participating in the 6CPA Programs will be subject to audits by the Pharmacy Programs Administrator to ensure that the services are being provided in accordance with these General Terms and the relevant Program Rules. Service Providers that do not provide the Services in accordance with these General Terms and the relevant Program Rules may no longer be able to participate in or be eligible to receive the relevant Program payments.

7.2 You must retain records for the timeframe detailed in the relevant Program Rules to substantiate the data contained in Program claims for payment.

7.3 You must include in any subcontract relating to the performance of these General Terms or 6CPA Services, provisions that will enable You to comply with Your obligations under this clause.

8 TERMINATION

8.1 This Agreement may be terminated by notice if:

- a. You have failed to carry out the Services
- b. You have failed to comply with the relevant Program Rules
- c. The Pharmacy Programs Administrator considers that any statement made by You is incorrect, misleading or incomplete in a way which would have affected Your eligibility to participate in 6CPA Programs
- d. The Pharmacy Programs Administrator considers that You will be unable to perform Your Services under these General Terms
- e. The Australian Government terminates or reduces the scope of its agreement with the Pharmacy Programs Administrator in relation to the Programs or suspends the Pharmacy Programs Administrator's performance of the same
- f. The Australian Government cancels Your participation in one or more 6CPA Programs as outlined in the relevant Program Rules.

8.2 The Pharmacy Programs Administrator and the Australian Government will not come under any liability to You for the termination of this Agreement in accordance with clause 8.1 or Your suspension from providing the Services.

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- 8.3 You may terminate Your participation in one or more 6CPA Programs and this Agreement, as specified in the relevant Program Rules.
- 8.4 Your approval to provide 6CPA Services may be cancelled by the Australian Government at any time on 30 days written notice.
- 8.5 In the event of unscheduled termination of a Program, the Australian Government and the Pharmacy Programs Administrator will determine the obligations and requirements of Pharmacies to finalise Service payment arrangements.

9 PRIVACY

- 9.1 Subject to clause 9.2, You must not disclose Confidential Information without the prior written consent of the Australian Government or the Pharmacy Programs Administrator, which may be given subject to conditions.
- 9.2 The obligation under clause 9.1 will not be breached if the information is disclosed as required or authorised by law.
- 9.3 You and Your Personnel must comply with the Australian Privacy Principles in the *Privacy Act 1988* (Cwlth), and any other applicable privacy law.
- 9.4 You agree that subject to the *Privacy Act 1988* (Cwlth), the Pharmacy Programs Administrator and the Australian Government may release the information You provide to any Evaluator and each other as required in connection with 6CPA Programs.

10 INSURANCE AND INDEMNITY

- 10.1 Where You are an Approved Community Pharmacy, Approved Hospital Authority, ACF or Service Provider, You must maintain during the Term of this Agreement all appropriate types and amounts of insurance, including:
 - a. Public liability insurance in the amount as specified in Your Pharmacy Accreditation Program but being no less than \$10 million
 - b. Workers compensation as required by law
 - c. Professional indemnity insurance in the amount as specified by Your Pharmacy Accreditation Program but being no less than \$10 million.
- 10.2 If requested, You must provide a Certificate of Currency for any of the insurance policies within the timeframe nominated by the Pharmacy Programs Administrator.
- 10.3 If any of the insurances set out above are 'claims made policies', You must maintain those insurances for a period of three years following the conclusion of Your participation in the 6CPA Programs. If You take out an "occurrence policy" You must maintain the policy during the Term of this Agreement.
- 10.4 You must also ensure that all of Your Personnel maintain professional indemnity insurance in the amount of not less than \$10 million.

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- 10.5 You indemnify the Australian Government and the Pharmacy Programs Administrator, their officers, employees and agents against any:
- a. Loss or liability incurred by the Australian Government and/or the Pharmacy Programs Administrator
 - b. Loss of or damage to property of the Australian Government and/or the Pharmacy Programs Administrator
 - c. Loss or expense incurred by the Australian Government and/or the Pharmacy Programs Administrator in dealing with any claim against them including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Australian Government and/or the Pharmacy Programs Administrator
- arising from:
- d. Any act or omission by You or Your Personnel in connection with this Agreement, where there was fault (including, without limitation, any negligent or otherwise tortious act or omission) on the part of the person whose conduct gave rise to that liability, loss, damage or expense
 - e. Any breach by You of Your obligations or warranties under this Agreement.

11 GENERAL

- 11.1 This Agreement may be altered from time to time. All revisions will be undertaken in conjunction with the Australian Government.
- 11.2 You acknowledge that You will comply with the varied Agreement from the effective date.
- 11.3 The Pharmacy Programs Administrator, in consultation with the Australian Government, may depart from these General Terms in situations where circumstances warrant.
- 11.4 Clauses 7, 9, 10 and 11 survive the expiration or earlier of termination of this Agreement.
- 11.5 Your rights and obligations under these General Terms are personal to You and You must not assign or otherwise deal with Your rights under these General Terms, or subcontract any part of Your obligations under this Agreement.
- 11.6 You must not claim for Services provided under 6CPA Programs if You did not satisfy the Eligibility Criteria at the time the Services were provided.
- 11.7 A party giving notice under this Agreement must do so in writing, that is either:
- a. Directed to You at the Community Pharmacy address specified on the Pharmacy Programs Administrator portal
 - b. Directed to the Pharmacy Programs Administrator as follows:
Postal address: Pharmacy Programs Administrator
Locked Bag 3
Collins Street East
Victoria 8003
- 11.8 A notice given in accordance with clause 11.7 is received:
- a. If hand delivered, on delivery

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b. If sent by pre-paid post, on the third business day (being a day other than a Saturday or Sunday or a public holiday) after the day of posting.

11.9 The laws of Victoria govern these General Terms and the parties submit to the nonexclusive jurisdiction of the Courts of Victoria.



CONTACT THE SUPPORT CENTRE: 1800 951 285 | support@ppaonline.com.au