



Community
Pharmacy
Agreement

SIXTH COMMUNITY PHARMACY AGREEMENT

Effective from 1 July 2015

The 6CPA General Terms and Conditions are currently available in draft form and will shortly be updated to comply with the Commonwealth Grants Rules and Guidelines. Updates to these terms and conditions will not change the intent of the programmes, but will provide additional clarity for participants. The programmes will continue to operate under these draft terms and conditions until updated terms and conditions are published.

GENERAL TERMS AND CONDITIONS



Australian Government
Department of Health



**The Pharmacy
Guild of Australia**

GENERAL TERMS AND CONDITIONS

TABLE OF CONTENTS

| | | |
|----|----------------------------------|---|
| 1 | Agreement..... | 3 |
| 2 | Term of Agreement..... | 3 |
| 3 | Definitions..... | 3 |
| 4 | Your Obligations..... | 5 |
| 5 | Payments..... | 5 |
| 6 | Appeals Process..... | 6 |
| 7 | Audit Requirements..... | 6 |
| 8 | Termination..... | 6 |
| 9 | Privacy and Confidentiality..... | 7 |
| 10 | Insurance and Indemnity..... | 7 |
| 11 | General..... | 7 |
| | Contact details..... | 8 |

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GENERAL TERMS AND CONDITIONS

These Terms and Conditions are to be read in conjunction with the Programme Specific Guidelines for the individual programmes You are registering and participating in which are available from www.6cpa.com.au

1. AGREEMENT

In completing and lodging the Registration Form, You agree to the following Terms and Conditions.

If, at the close of business on 30 June 2015, You were registered to participate in community pharmacy programmes under 5CPA, and those programmes are continuing under 6CPA, You agree that on and from 1 July 2015 these Terms and Conditions apply to your participation in those programmes, and that these Terms and Conditions replace the 5CPA General Terms and Conditions and form part of the Agreement (as defined in clause 3 below) between You and the Guild.

Any reference to the 5CPA in the Programme Specific Guidelines should also be read as including any Programmes that were continued under the 6CPA.

2. TERM OF AGREEMENT

These Terms and Conditions will commence on:

- a) the date on which the Guild provides You with written notice of acceptance of Your successful registration to participate in any 6CPA Programmes; or
- b) if You were registered under 5CPA as described in clause 1, 1 July 2015,

and expire on 30 June 2016, unless terminated earlier.

3. DEFINITIONS

- 3.1 These meanings apply unless the contrary intention appears:

5CPA means the Fifth Community Pharmacy Agreement between the Australian Government and The Pharmacy Guild of Australia signed 3 May 2010

6CPA means the Sixth Community Pharmacy Agreement between the Australian Government and The Pharmacy Guild of Australia signed 24 May 2015

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 You agree to these Terms and Conditions and relevant Programme Specific Guidelines

Approved Pharmacist Accreditation body means the AACP or the Society of Hospital Pharmacists of Australia

Australian Government means the Australian Government as represented by the Department of Health

Claim means a form submitted to receive a payment for any 5CPA or 6CPA programme as outlined in the relevant Programme Specific Guidelines

Claiming Period is the claiming period/s as set out in the relevant Programme Specific Guidelines.

Community Pharmacy or Community Pharmacies means a pharmacy approved to dispense pharmaceutical benefits as defined in Section 90 of the *National Health Act 1953* (reference: <http://www.comlaw.gov.au/Details/C2015C00081>)

Confidential Information means any information that:

- a) is by its nature confidential
- b) is designated by the Australian Government or the Guild as being confidential; or
- c) You know or ought to know is confidential

Counselling Area means an identifiable area or separate room within the pharmacy that:

- allows for confidential consultations with the consumer; and
- allows for conversation with the consumer to talk at normal speaking volume without being overheard by other consumers to the Community Pharmacy or by Community Pharmacy staff undertaking normal duties

Eligibility Criteria means the Eligibility Criteria as set out in the relevant Programme Specific Guidelines.

Eligible Community Pharmacy means the Community Pharmacy nominated in the 6CPA or 5CPA (as the case requires) Registration and Claiming Portal which at all times meets the pharmacy Eligibility Criteria set out in the relevant Programme Specific Guidelines

Evaluator means any evaluator appointed by the Australian Government to collect, collate and evaluate data to assess the success of any of the 5CPA or 6CPA programmes and inform future arrangements

Guild means The Pharmacy Guild of Australia – ABN 84 519 669 143

GENERAL TERMS AND CONDITIONS

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, the Commonwealth, or a local government, and includes the common law as applicable from time to time

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

PBS means the Pharmaceutical Benefits Scheme

Pharmacy Accreditation Programme means any programme that:

1. is assessed and approved as a Conformity Assessment Body accredited by either JASANZ or ISQua;
2. only utilises assessors who have completed training requirements of a recognised body for the accreditation of quality management system auditors, such as Exemplar Global; and
3. 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. Currently the Quality Care Pharmacy Program (QCPP) is the only organisation approved to accredit community pharmacy in Australia

Professional Standards and/or Guidelines means the most current version of the relevant Professional Practice Standards and/or Guidelines developed by the Pharmaceutical Society of Australia

Programme Specific Guidelines means the document detailing the obligations that govern claiming and payment for programmes and services under the 6CPA. The most current version of the Programme Specific Guidelines are available at www.6cpa.com.au and apply whether You were registered to participate under 5CPA as described in clause 1, or the Guild provided you with notice of Your successful registration to participate in any 6CPA programmes on or after 1 July 2015

PSA means The Pharmaceutical Society of Australia

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

Registration Form means the form available from www.6cpa.com.au and required to be completed and submitted by an Eligible Community Pharmacy or Service Provider to become a participant in any of the 6CPA programmes. The form is not required to be completed and submitted if You were registered to participate in those programmes under 5CPA and that registration was current at the close of business on 30 June 2015

Service Provider means the Service Provider entity nominated in the 6CPA or 5CPA (as the case requires) Registration and Claiming Portal which at all times meets the Eligibility Criteria set out in the relevant Programme Specific Guidelines

Services means services and obligations described in the relevant Programme Specific Guidelines

SHPA means the Society of Hospital Pharmacists of Australia

Term of Agreement means the term described in clause 2

Terms and Conditions means the agreement between You, and the Guild comprising of the online Registration Form located at www.6cpa.com.au and these Terms and Conditions

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; or
- the owner of, and their approved Service Provider

3.2 In these Terms and Conditions, 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 include any other gender.

3.3 If there is any conflict or inconsistency between these Terms and Conditions and the Programme Specific Guidelines, the Terms and Conditions will prevail to the extent of any conflict or inconsistency.

3.4 Any references to the General Terms and Conditions, 5CPA General Terms and Conditions, or Fifth Community Pharmacy Agreement General Terms and Conditions in the Programme Specific Guidelines should be read as referring to these Terms and Conditions.

GENERAL TERMS AND CONDITIONS

4. YOUR OBLIGATIONS

- 4.1 You must during the Term of Agreement:
- 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 Programme Specific Guidelines
 - c) where specified in relevant Programme Specific Guidelines ensure You have Patient Consent to provide the Services
 - d) collect and lawfully provide to the Australian Government and the Guild, and/or the Evaluator all consents, information and data specified in the relevant Programme Specific Guidelines as being required to be so provided subject to the *Privacy Act 1988 (Cth)*
 - e) participate as required by the Australian Government in any evaluation processes, when required by the Evaluator in respect of any 5CPA or 6CPA programme/s You are participating in
 - f) comply with all reasonable requirements notified in writing to You by the Guild in respect to Your participation in any 5CPA or 6CPA programme/s or delivery of Services under these Terms and Conditions and the relevant Programme Specific Guidelines
 - g) permit and fully co-operate with any person appointed by the Australian Government to conduct an audit of Your performance of Your obligations and the provision of Services under these Terms and Conditions and any relevant Programme Specific Guidelines.
- 4.2 You must immediately notify the Guild 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 Service in the future.

5. PAYMENTS

- 5.1 Subject to clause 5.2, You must not charge a consumer any fee, cost or disbursement in respect of the Services, except as expressly provided in the relevant Programme Specific Guidelines or receive any in kind payment.
- 5.2 The Guild will pay You such other allowances, incentives, fees and/or charges as are specifically provided for in the relevant Programme Specific Guidelines.
- 5.3 You acknowledge that the payment of the monies referred to in this clause 5 and /or the relevant Programme Specific Guidelines are conditional on the Guild, 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 Guild may be required to pay You under this clause 5 must be claimed by You in accordance with the relevant Programme Specific Guidelines and will be paid by the Guild, subject to this clause 5, in accordance with the relevant Programme Specific Guidelines.
- 5.5 You agree if it is determined that You have failed to meet any or all of these Terms and Conditions or any requirements under the relevant Programme Specific Guidelines the Australian Government (and its agents) 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 5CPA or 6CPA programmes, You must repay the Guild the amount they notify You within 30 days of the notice.
- 5.7 The Guild must be satisfied, that any Claim or Declaration meets the criteria outlined in the relevant Programme Specific Guidelines before payment will be processed.
- 5.8 You agree to provide the Australian Government and/or the Guild any and all evidence to substantiate a Claim for payment made by You under these Terms and Conditions and the relevant Programme Specific Guidelines.

GENERAL TERMS AND CONDITIONS

6. APPEALS PROCESS

- 6.1 Any appeals/exceptional circumstances relating to a claim for payment should be referred to the Guild. Any request to review a decision must be made in writing to the following address and contain sufficient justification to support the request:

6CPA Support Team
The Pharmacy Guild of Australia
PO Box 7036
Canberra Business Centre ACT 2610
Email: claim.queries@6cpa.com.au

- 6.2 All appeals relating to programme participation will be reviewed jointly by the Australian Government and the Guild.

7. AUDIT REQUIREMENTS

- 7.1 Service providers participating in the 5CPA or 6CPA programmes will be subject to audits by the Australian Government to ensure that the services being provided in accordance with these Terms and Conditions and the relevant Programme Specific Guidelines. Service Providers that do not provide the Services in accordance with these Terms and Conditions and the relevant Programme Specific Guidelines may no longer be able to participate in or be eligible to receive the relevant programme payments.
- 7.2 You must retain records for the timeframe detailed in the relevant Programme Specific Guidelines to substantiate the data contained in programme claims for payment.
- 7.3 You must include in any subcontract relating to the performance of these terms and conditions or 5CPA or 6CPA services, provisions that will enable you to comply with your obligations under this clause.

8. TERMINATION

- 8.1 If:
- a) You have failed to carry out the Services;
 - b) You have failed to comply with the relevant Programme Specific Guidelines;
 - c) the Guild considers that any statement made by You is incorrect, misleading or incomplete in a way which would have affected Your eligibility to participate in 5CPA or 6CPA programmes;
 - d) the Guild considers that You will be unable to perform Your Services under these Terms and Conditions;
 - e) the Australian Government terminates or reduces the scope of its agreement with the Guild in relation to the Programmes or suspends the Guild's performance of the same; or
 - f) the Australian Government cancels Your participation in one or more 5CPA or 6CPA programme/s as outlined in the relevant Programme Specific Guidelines.
- 8.2 The Guild will not come under any liability to You for the termination of this Agreement in accordance with clause 6.1 or Your suspension from providing the Services.
- 8.3 You may terminate Your participation in one or more 5CPA or 6CPA programmes and this Agreement as specified in the terms of the relevant Programme Specific Guidelines.
- 8.4 Your approval to provide 5CPA or 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 programme the Australian Government and the Guild will determine the obligations and requirements of pharmacies to finalise Service Payment arrangements.

GENERAL TERMS AND CONDITIONS

9. PRIVACY AND CONFIDENTIALITY

- 9.1 You must keep all Confidential Information confidential except as expressly permitted.
- 9.2 You and Your Personnel must comply with the Australian Privacy Principles in the *Privacy Act 1988 (Cth)*, and any other applicable privacy law.
- 9.3 You agree that subject to the *Privacy Act 1988 (Cth)*, the Guild and the Australian Government may release the information You provide to any Evaluator and each other as required in connection with 5CPA or 6CPA programmes.

10. INSURANCE AND INDEMNITY

- 10.1 You must maintain during the Term of this Agreement all appropriate types and amounts of insurance including:
- public liability insurance in the amount as specified by Your Pharmacy Accreditation Programme but being no less than \$10 million
 - workers compensation as required by Law; and
 - professional indemnity insurance in the amount as specified by Your Pharmacy Accreditation Programme 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 Guild.
- 10.3 If any of the insurances set out above are "claims made policies", You must maintain those insurances for a period of three (3) years following the conclusion of Your participation in the 5CPA or 6CPA programmes. 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.
- 10.5 You indemnify the Australian Government and the Guild, their officers, employees and agents against any:

- loss or liability incurred by the Australian Government and/or the Guild;
- loss of or damage to property of the Australian Government and/or the Guild; or
- loss or expense incurred by the Australian Government and/or the Guild 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 Guild;

arising from:

- 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; or
- 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 Guild, in consultation with the Australian Government, may depart from these Terms and Conditions in situations where circumstances warrant.
- 11.4 Clauses, 7, 10 and 11 survive the expiration or earlier of termination of this Agreement.

If You were registered to participate under 5CPA as described in clause 1, You agree that clauses 5.3 to 5.8 (in addition to clauses 7, 10 and 11) of the 5CPA General Terms and Conditions survive the expiration of Your Agreement with the Guild under 5CPA in relation to all Services provided by You up to and on 30 June 2015.

GENERAL TERMS AND CONDITIONS

- 11.5 Your rights and obligations under these Terms and Conditions are personal to You and You must not assign or otherwise deal with Your rights under these Terms and Conditions, or subcontract any part of Your obligations under this Agreement.
- 11.6 You must not claim for Services provided under 5CPA or 6CPA programmes 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 6CPA Registration and Claiming Portal;
 - or
 - b) directed to the Guild as follows:

Postal address: 6CPA Support Team
The Pharmacy Guild of Australia
PO Box 7036
Canberra Business Centre ACT 2610

Location Address: 6CPA Support Team
The Pharmacy Guild of Australia
Level 2, 15 National Cct
Barton ACT 2600

- 11.8 A notice given in accordance with clause 11.7 is received:
- a) if hand delivered, on delivery; or
 - 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 the Australian Capital Territory govern these Terms and Conditions and the parties submit to the nonexclusive jurisdiction of the Courts of the Australian Capital Territory.

CONTACT

6CPA Support Team
The Pharmacy Guild of Australia
PO Box 7036
Canberra Business Centre ACT 2610
Phone: 1300 555 262
Email: support@6cpa.com.au