



Community
Pharmacy
Agreement

SIXTH COMMUNITY PHARMACY AGREEMENT

Effective from 1 July 2017

GENERAL TERMS AND CONDITIONS



Australian Government
Department of Health



**The Pharmacy
Guild of Australia**

GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS

These Terms and Conditions are to be read in conjunction with the Program Rules and the Program Specific Guidelines (referred to herein as the Program Directives) for the individual programs You are registering and participating in which are available from www.6cpa.com.au

1. AGREEMENT

In completing and lodging the Registration Form/ Application Form/Claim Form/Mentor Details Form, You agree to be bound by this Agreement.

If, at the close of business on 30 June 2015, You were registered to participate in community pharmacy programs under 5CPA, and those programs are continuing under 6CPA, or You were registered to participate in community pharmacy programs under 6CPA prior to 1 July 2017, You agree that on and from 1 July 2017 these Terms and Conditions apply to your participation in those programs, and that these Terms and Conditions replace the 5CPA General Terms and Conditions and the previous version of the 6CPA General Terms and Conditions and form part of the Agreement (as defined in clause 3 below) between You and the 6CPA Administrator.

Any reference to the 5CPA in the Program Directives should also be read as including any Programs that were continued under the 6CPA.

2. TERM OF AGREEMENT

This Agreement will commence on:

- a) the date on which the 6CPA 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 community pharmacy programs prior to 1 July 2017, on 1 July 2017,

and expires on 30 June 2020, 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 and varied on 1 July 2017.

6CPA Administrator means the body contracted to provide administrative and support services to the Australian Government for various programs as described in the Program Directives, including facilitating the making of Commonwealth payments to pharmacists and other beneficiaries

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 Terms and Conditions, Your Registration Form/Application Form/Claim Form/Mentor Details Form (as applicable) and relevant Program Directives that You have agreed to be bound by.

Application Form means the form available from www.6cpa.com.au, to be completed and submitted by You to apply to become a participant in the Program where required by the particular Program.

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

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

Claim Form means a form submitted to receive a payment for any 5CPA or 6CPA program as outlined in the relevant Program Directives

Claiming Period is the claiming period/s as set out in the relevant Program Directives

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 6CPA Administrator 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

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Eligibility Criteria means the Eligibility Criteria as set out in the relevant Program Directives

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 Program Directives

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 programs and inform future arrangements

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

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

Mentor Details Form means the online form available at www.6cpa.com.au to be completed and submitted by You to apply to become a participant in the Rural Pharmacy Mentor Program.

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

PBS means the Pharmaceutical Benefits Scheme

Pharmacy Accreditation Program means any program that:

1. is assessed and approved as a Conformity Assessment Body accredited by either JAS-ANZ or ISQua; and
2. only utilises assessors who have completed training requirements of a recognised body for the accreditation of quality management system auditors; 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.

Program Directives means the document detailing the obligations that govern registration, eligibility, claiming and payment for programs and services under the 6CPA (dependent on the program or service, these documents are referred to as either 'Program Rules' or 'Program Specific

Guidelines'). The most current versions of the Program Directives are available at www.6cpa.com.au and apply whether you were registered to participate under 5CPA as described in clause 1, or the 6CPA Administrator provided you with notice of your successful registration to participate in any 6CPA programs on or after 1 July 2015. Note that 'Program Rules' come into effect from 1 July 2017.

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 programs. The form is not required to be completed and submitted if You were registered to participate in those programs under 5CPA and that registration was current at the close of business on 30 June 2015, or You were registered to participate in community pharmacy programs under 6CPA prior to 1 July 2017.

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 Program Directives

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

SHPA means the Society of Hospital Pharmacists of Australia

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; or
- the owner of, and their approved Service Provider, or
- the person or entity as defined in the relevant Program Directives

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 including any other gender.

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3.3 If there is any conflict or inconsistency between these Terms and Conditions and the Program Directives, 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 Program Directives should be read as referring to these 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 Program Directives
- c) where specified in relevant Program Directives ensure You have Patient Consent to provide the Services
- d) collect and lawfully provide to the Australian Government and/or the 6CPA Administrator, and/or the Evaluator all consents, information and data specified in the relevant Program Directives 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 program/s
- f) comply with all reasonable requirements notified in writing to You by the 6CPA Administrator in respect to Your participation in any 5CPA or 6CPA program/s or delivery of Services under these Terms and Conditions and the relevant Program Directives
- 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 Program Directives.

4.2 You must immediately notify the 6CPA 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 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 Program Directives or receive any in-kind payment.

5.2 The 6CPA Administrator will pay You such other allowances, incentives, fees and/or charges as are specifically provided for in the relevant Program Directives.

5.3 You acknowledge that the payment of the monies referred to in this clause 5 and /or the relevant Program Directives are conditional on the 6CPA 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 6CPA Administrator may be required to pay You under this clause 5 must be claimed by You in accordance with the relevant Program Directives and will be paid by the 6CPA Administrator, subject to this clause 5, in accordance with the relevant Program Directives.

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 Program Directives 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 5CPA or 6CPA programs, You must repay the 6CPA Administrator the amount they notify You within 30 days of the notice.

5.7 The 6CPA Administrator must be satisfied, that any Claim or Declaration meets the criteria outlined in the relevant Program Directives before payment will be processed.

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- 5.8 You agree to provide the Australian Government and/or the 6CPA Administrator any and all evidence to substantiate a Claim for payment made by You under these Terms and Conditions and the relevant Program Directives.

6. APPEALS PROCESS

- 6.1 Any Exceptional Circumstances relating to a claim for payment should be referred to the 6CPA 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: claim.queries@6cpa.com.au

- 6.2 All appeals relating to program participation will be reviewed jointly by the Australian Government and the 6CPA Administrator. The Australian Government makes decisions regarding appeals.

7. AUDIT REQUIREMENTS

- 7.1 Service providers participating in the 5CPA or 6CPA programs 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 Program Directives. Service Providers that do not provide the Services in accordance with these Terms and Conditions and the relevant Program Directives 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 Directives to substantiate the data contained in program 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 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 Directives;
 - c) the 6CPA 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 5CPA or 6CPA programs;
 - d) the 6CPA Administrator 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 6CPA Administrator in relation to the Programs or suspends the 6CPA Administrator's performance of the same; or
 - f) the Australian Government cancels Your participation in one or more 5CPA or 6CPA programs as outlined in the relevant Program Directives.
- 8.2 The 6CPA 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.
- 8.3 You may terminate Your participation in one or more 5CPA or 6CPA programs and this Agreement as specified in the terms of the relevant Program Directives.
- 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 program the Australian Government and the 6CPA Administrator will determine the obligations and requirements of pharmacies to finalise Service Payment arrangements.

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9. PRIVACY AND CONFIDENTIALITY

- 9.1 Subject to clause 9.2, You must not disclose Confidential Information without prior written consent of the Australian Government or the 6CPA 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 (Cth)*, and any other applicable privacy law.
- 9.4 You agree that subject to the *Privacy Act 1988 (Cth)*, the 6CPA Administrator and the Australian Government may release the information You provide to any Evaluator and each other as required in connection with 5CPA or 6CPA programs.

10. INSURANCE AND INDEMNITY

- 10.1 Where You are an approved Community Pharmacy, an approved Hospital Authority, ACF or Service Provider, 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 in Your Pharmacy Accreditation Program 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 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 6CPA 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 (3) years following the conclusion of Your participation in the 5CPA or 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.
- 10.5 You indemnify the Australian Government and the 6CPA Administrator, their officers, employees and agents against any:
- loss or liability incurred by the Australian Government and/or the 6CPA Administrator;
 - loss of or damage to property of the Australian Government and/or the 6CPA Administrator; or
 - loss or expense incurred by the Australian Government and/or the 6CPA 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 6CPA Administrator;

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 6CPA Administrator, in consultation with the Australian Government, may depart from these Terms and Conditions in situations where circumstances warrant.
- 11.4 Clauses, 7, 9, 10 and 11 survive the expiration or earlier of termination of this Agreement.

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- 11.5 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 6CPA Administrator under 5CPA in relation to all Services provided by You up to and on 30 June 2015.
- 11.6 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.
- 11.7 You must not claim for Services provided under 5CPA or 6CPA programs if You did not satisfy the Eligibility Criteria at the time the Services were provided.
- 11.8 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 6CPA Administrator as follows:
Postal address: 6CPA Support Team
6CPA Administrator
PO Box 310
Fyshwick ACT 2609
- 11.9 A notice given in accordance with clause 11.8 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.
- 11.10 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
6CPA Administrator
PO Box 310
Fyshwick ACT 2609
Phone: 1300 555 262
Email: support@6cpa.com.au