

PHARMACY PROGRAMS ADMINISTRATOR GENERAL TERMS AND CONDITIONS

July 2026



Australian Government
Department of Health,
Disability and Ageing

These programs are funded by the Australian Government
Department of Health, Disability and Ageing.

TABLE OF CONTENTS

1	AGREEMENT	3
2	TERM OF AGREEMENT	3
3	DEFINITIONS.....	3
4	YOUR OBLIGATIONS	6
5	PAYMENTS	6
6	ACCOUNT SECURITY	7
7	APPEALS PROCCES.....	8
8	AUDIT REQUIREMENTS	8
9	TERMINATION	8
10	PRIVACY	10
11	INSURANCE AND INDEMNITY	10
12	GENERAL.....	11

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 by the Department of Health, Disability and Ageing, You agree to be bound by this Agreement between:
- a. You
 - b. Australian Healthcare Associates Pty Ltd ABN 82 072 790 848 (the Pharmacy Programs Administrator), and
 - c. the Commonwealth of Australia as represented by the Department of Health, Disability and Ageing ABN 83 605 426 759 (the Department).
- 1.2 If, at the close of business on 30 June 2026 You were registered to participate in any Program administered by the Pharmacy Programs Administrator, You agree that on and from 1 July 2026, these General Terms apply to Your participation in those Programs, and that these General Terms replace the previous General Terms and Conditions and form part of the Agreement (as defined in clause 3 below).

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 programs administered by the Pharmacy Programs Administrator
- or
- b. If You were registered to participate in any programs administered by the Pharmacy Programs Administrator on or prior to 30 June 2026, on 1 July 2026.
- 2.2 This Agreement expires on 30 June 2030.

3 DEFINITIONS

- 3.1 These meanings apply unless the contrary intention appears:

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.

APC means the Australian Pharmacy Council.

Approved pharmacist accreditation body means an education provider with an APC accredited Medication Management Review and/or Aged Care On-site Pharmacist training program.

Commonwealth means the Commonwealth of Australia.

PHARMACY PROGRAMS ADMINISTRATOR GENERAL TERMS AND CONDITIONS

Community Pharmacy Agreement or **CPA** means the Community Pharmacy Deed between the Department and other signatories.

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 Department or the Pharmacy Programs Administrator as being confidential
- c. You know or ought to know is confidential.

Credentialed Pharmacist means a registered Pharmacist who is credentialed through an APC accredited Aged Care On-Site Pharmacist training program and/or Medication Management Review training program.

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

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 Department to collect, collate and evaluate data to assess the success of any of the Pharmacy Programs administered by the Pharmacy Programs Administrator, including those funded under the most recent CPA and inform future arrangements.

Exceptional Circumstances means circumstances that are out of the ordinary, unavoidable or unexpected, and 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 receiving Services under the Pharmacy Programs administered by the Pharmacy Programs Administrator, including those funded under the most recent CPA.

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 the Joint Accreditation System of Australia and New Zealand (JAS-ANZ) or the International Society for Quality in Health Care (ISQua)

PHARMACY PROGRAMS ADMINISTRATOR GENERAL TERMS AND CONDITIONS

- 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 Program means any program, measure or other activity funded by the Department and administered by the Pharmacy Programs Administrator.

Pharmacy Programs Administrator is the body contracted to provide administrative and support services to the Department for various programs as described in the Program Rules, including facilitating the making of Commonwealth payments to pharmacists and other beneficiaries. The Pharmacy Programs Administrator is Australian Healthcare Associates Pty Ltd ABN 82 072 790 848.

Pharmacy Programs Administrator Portal means the online registration and claiming portal and associated infrastructure maintained by the Pharmacy Programs Administrator for the receipt and processing of registrations/applications/claims for Pharmacy Programs.

Program Rules means the documents detailing the obligations that govern eligibility, registration, claiming and payment for Programs, Measures and Services administered by the Pharmacy Programs Administrator, available at www.ppaonline.com.au.

Main Authorised Person means the person authorised to create the Service Provider account in the Pharmacy Programs Administrator Portal and who accepts ultimate responsibility for all registration and claiming undertaken by the Service Provider.

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 participating in a Pharmacy Program (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, obligations or other activities described in the relevant Program Rules.

Term of Agreement means the term described in clause 2.

Terms and Conditions means clauses 1 to 12 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 Main Authorised Person 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 include any other gender.

PHARMACY PROGRAMS ADMINISTRATOR GENERAL TERMS AND CONDITIONS

- 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 Service Provider or, where specified, an eligible applicant
 - b. Ensure that a Registered Pharmacist and/or Credentialed 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 and to provide Patient information to the Pharmacy Programs Administrator and the Department for claiming purposes
 - d. Collect and lawfully provide to the Pharmacy Programs Administrator and/or the Department 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)
 - e. Participate as required by the Department in any evaluation processes, when required by the Evaluator in respect of any of the Pharmacy Programs administered by the Pharmacy Programs Administrator, including those funded under the most recent CPA
 - f. Comply with all reasonable requirements notified in writing to You by the Pharmacy Programs Administrator and/or the Department in respect of Your participation in any of the Pharmacy Programs administered by the Pharmacy Programs Administrator, including those funded under the most recent CPA 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 become ineligible
 - 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.

PHARMACY PROGRAMS ADMINISTRATOR GENERAL TERMS AND CONDITIONS

- 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 Department 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 Department 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 or paid incorrectly (including in respect of ineligible claims) in connection with Your participation in any of the Pharmacy Programs administered by the Pharmacy Programs Administrator, including those funded under the most recent CPA, You must repay any incorrect payments or overpayment to:
- a. the Pharmacy Programs Administrator, or
 - b. the Department,

as instructed within 30 days of the date 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 Pharmacy Programs Administrator and/or the Department any and all evidence to substantiate a claim for payment made by You under these General Terms and the relevant Program Rules.
- 5.9 You agree that if a debt arises on Your Pharmacy Programs Administrator Service Provider account, including but not limited to as a result of a claim cancellation or payment adjustment (including a payment adjustment to remedy an overpayment), the Pharmacy Programs Administrator and/or the Department may, at their discretion, recover the debt by offsetting that debt against any amount subsequently due to You under this Agreement
- 5.10 You agree that the Pharmacy Programs Administrator will make payment to the bank account entered in Your Pharmacy Programs Administrator Portal account at the time of payment processing. The Pharmacy Programs Administrator and the Department are not liable for recovering or repaying You any funds paid to the listed bank account in the circumstance where the bank account details You provided are not correct.

6 ACCOUNT SECURITY

- 6.1 You agree that You are solely responsible for all activities carried out using Your Pharmacy Programs Administrator Portal user account and as such will take necessary actions to maintain Your account security. This includes but is not limited to ensuring:
- a) You do not share your Pharmacy Programs Administrator Portal user log in credentials with others or record them in a non-secure manner
 - b) You create a strong unique password for Your Pharmacy Programs Administrator Portal account.
- 6.2 You agree to immediately report suspected or actual unauthorised access of your Pharmacy

PHARMACY PROGRAMS ADMINISTRATOR GENERAL TERMS AND CONDITIONS

Programs Administrator Portal account to the Pharmacy Programs Administrator

- 6.3 You agree that where unauthorised access using your login credentials results in ineligible claims being submitted under Your account, these claims will be cancelled, and You will be responsible for repaying the relevant funds.

7 APPEALS PROCCESS

- 7.1 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

- 7.2 All appeals relating to Program participation will be reviewed jointly by the Pharmacy Programs Administrator and the Department. The Department makes decisions regarding appeals.

8 AUDIT REQUIREMENTS

- 8.1 Service Providers participating in Pharmacy Programs, including those funded under the most recent CPA will be subject to audits by the Pharmacy Programs Administrator and/or the Department to ensure that participation in programs is being undertaken in accordance with these General Terms and the relevant Program Rules. Service Providers that have not participated 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, either for a temporary period or permanently, at the sole discretion of the Department.
- 8.2 You must retain records for the timeframe detailed in the relevant Program Rules to substantiate the data contained in Program claims for payment.
- 8.3 You must include in any subcontract relating to the performance of these General Terms or Services under the Pharmacy Programs administered by the Pharmacy Programs Administrator, including those funded under the most recent CPA, provisions that will enable You to comply with Your obligations under this clause.

9 TERMINATION

- 9.1 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 and/or the Department considers that any statement made by You is incorrect, misleading or incomplete in a way which would have affected Your eligibility to participate in the Pharmacy Programs administered by the Pharmacy Programs Administrator, including those funded under the most recent CPA
 - d. The Pharmacy Programs Administrator and/or the Department considers that You will be unable to perform Your Services under these General Terms
 - e. The Department 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

PHARMACY PROGRAMS ADMINISTRATOR GENERAL TERMS AND CONDITIONS

- f. The Pharmacy Programs Administrator and/or the Department cancels or suspends Your participation in one or more of the Pharmacy Programs administered by the Pharmacy Programs Administrator, including those funded under the most recent CPA as outlined in the relevant Program Rules.
- 9.2 The Pharmacy Programs Administrator and the Department 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.
- 9.3 You may terminate Your participation in one or more of the Pharmacy Programs administered by the Pharmacy Programs Administrator, including those funded under the most recent CPA and this Agreement, as specified in the relevant Program Rules.
- 9.4 Your approval to provide Services under the Pharmacy Programs administered by the Pharmacy Programs Administrator, including those funded under the most recent CPA may be cancelled or suspended by the Pharmacy Programs Administrator and/or the Department at any time on 30 days written notice, or immediately should You be subject to an adverse audit finding.
- 9.5 In the event of unscheduled termination of a Pharmacy Program, the Pharmacy Programs Administrator and the Department will determine the obligations and requirements of Pharmacies to finalise Service payment arrangements.

PHARMACY PROGRAMS ADMINISTRATOR GENERAL TERMS AND CONDITIONS

10 PRIVACY

- 10.1 Subject to clause 10.2, You must not disclose Confidential Information without the prior written consent of the Pharmacy Programs Administrator or the Department, which may be given subject to conditions.
- 10.2 The obligation under clause 10.1 will not be breached if the information is disclosed as required or authorised by law.
- 10.3 You and Your Personnel must comply with the Australian Privacy Principles in the *Privacy Act 1988* (Cwlth), and any other applicable privacy law.
- 10.4 You agree that subject to the *Privacy Act 1988* (Cwlth), the Pharmacy Programs Administrator and the Department may release the information You provide to any Evaluator and each other as required in connection with the Pharmacy Programs administered by the Pharmacy Programs Administrator, including those funded under the most recent CPA.

11 INSURANCE AND INDEMNITY

- 11.1 You must maintain during the Term of this Agreement all adequate and appropriate types and amounts of insurance as required for your business/organisation including:
- a. Public liability insurance (in the amount as specified in Your Pharmacy Accreditation Program, if applicable)
 - b. Workers compensation as required by law
 - c. Professional indemnity insurance (in the amount as specified in Your Pharmacy Accreditation Program, if applicable).
- 11.2 If requested, You must provide a Certificate of Currency for any of the insurance policies within the timeframe nominated by the Pharmacy Programs Administrator and/or the Department.
- 11.3 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 Pharmacy Programs administered by the Pharmacy Programs Administrator, including those funded under the most recent CPA. If You take out an "occurrence policy" You must maintain the policy during the Term of this Agreement.
- 11.4 You indemnify the Pharmacy Programs Administrator and the Department, their officers, employees and agents against any:
- a. Loss or liability incurred by the Pharmacy Programs Administrator and/or the Department
 - b. Loss of or damage to property of the Pharmacy Programs Administrator and/or the Department
 - c. Loss or expense incurred by the Pharmacy Programs Administrator and/or the Department 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 Pharmacy Programs Administrator and/or the Department

PHARMACY PROGRAMS ADMINISTRATOR GENERAL TERMS AND CONDITIONS

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.

12 GENERAL

- 12.1 This Agreement may be altered from time to time. All revisions will be undertaken by the Pharmacy Programs Administrator in conjunction with the Department.
- 12.2 You acknowledge that You will comply with the varied Agreement from the effective date.
- 12.3 The Pharmacy Programs Administrator and the Department may depart from these General Terms in situations where circumstances warrant.
- 12.4 Clauses 5, 8, 10, 11 and 12 survive the expiration or earlier of termination of this Agreement.
- 12.5 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.
- 12.6 You must not claim for the Pharmacy Programs administered by the Pharmacy Programs Administrator, including those funded under the most recent CPA if You did not satisfy the Eligibility Criteria during the time encompassed by the claim.
- 12.7 A party giving notice under this Agreement must do so in writing, that is either:
 - a. Directed to You at the Service Provider address specified on the Pharmacy Programs Administrator Portal
 - b. Directed to the Pharmacy Programs Administrator and Department as follows:
Postal address: Pharmacy Programs Administrator
Locked Bag 3
Collins Street East
Victoria 8003
- 12.8 A notice given in accordance with clause 12.7 is received:
 - a. If hand delivered, on delivery
 - b. If sent by pre-paid post, on the fifth business day (being a day other than a Saturday or Sunday or a public holiday) after the day of posting if the party is located in Victoria and on the seventh business day if the party is located outside of Victoria.
- 12.9 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