
Terms of reference for the Community Pharmacy Consultation Committee

1. Title of Committee

The Community Pharmacy Consultation Committee.

2. Establishment

The Seventh Community Pharmacy Agreement (**7CPA**) is a five-year agreement between the Minister for Health on behalf of the Commonwealth of Australia, the Pharmacy Guild of Australia (the **Guild**) and the Pharmaceutical Society of Australia (**PSA**) that governs, amongst other things, the remuneration arrangements for Approved Pharmacists for the supply of medicines listed on the Pharmaceutical Benefits Scheme. The Department of Health (**Department**) has responsibility for the implementation and management of the 7CPA on behalf of the Commonwealth of Australia.

Clause 16 of the 7CPA establishes consultation arrangements for the term of the Agreement.

The Community Pharmacy Consultation Committee (**CPCC**) is the primary consultation mechanism to support the achievement of the Commonwealth and the Guild's objectives under the 7CPA. The CPCC is not a decision making body, but the CPCC may provide advice or options to the signatories to the 7CPA, and to the representative of the Australian Government for the purpose of the 7CPA.

3. Functions and Responsibilities

The CPCC will be convened from time-to-time to enable the Department and the Guild to consult on matters between them in the 7CPA. The Department and the Guild will undertake such consultations and discussions to assist them to fulfil their responsibilities under the 7CPA and to progress the achievement of the objectives of the 7CPA. The CPCC provides a mechanism for open dialogue, in good faith, to allow for consultation on matters between them in the 7CPA. The CPCC does not supplant or limit the Department's obligations under the *Public Governance, Performance and Accountability Act 2013* (Cth) (**PGPA Act**) to ensure the Proper use of Public Resources^[1].

The responsibilities of the CPCC are to:

1. Formulate options for key performance measures aligned to 7CPA outcomes;
2. Support achievement of key performance measures aligned to 7CPA outcomes, through contribution to monitoring, evaluation and performance frameworks;
3. Discuss options to respond to issues directly relating to the services and programs under the 7CPA, with a particular focus on where performance outcomes are not being achieved;
4. Support adherence to the 7CPA and relevant legislative obligations, and discuss options to address issues if compliance is not being achieved;
5. Discuss and support 7CPA programs' intent, design and guidelines, including the facilitation of appropriate stakeholder feedback (including through the Pharmacy Stakeholder Consultation Committee);
6. Consider and comment on the outcomes of any assessments of Commonwealth funded services under Community Pharmacy Programs to support advice to the Australian Government;
7. Consider and comment on any review by the Department (in accordance with clause 16.4.2 of the 7CPA) of the arrangements under clause 16.1 of the 7CPA;

^[1] Section 8 of the PGPA Act defines 'proper' as follows: 'proper, when used in relation to the use and management of public resources, means efficient, effective, economical and ethical.'

8. Provide a mechanism for discussion and consultation where:
 - a. Changes may be required to implementation and administration arrangements relating to the 7CPA;
 - b. Other policy or interactions outside the 7CPA (which may have a material impact on the 7CPA) should be considered and discussed, including matters not defined in the 7CPA; and
 - c. Changes may be proposed to the 7CPA; and
9. Support an ongoing, positive working relationship between the signatories to the 7CPA.

4. Composition

The design of the CPCC seeks to increase transparency over the management of the 7CPA and the investment of Public Resources in relation to the 7CPA.

Each party will have discretion to determine their own representatives at the CPCC, provided that representatives have suitable expertise and authority to participate effectively.

The Department or the Guild may also propose additional CPCC attendees where they consider that such attendees could add to consultations between the Department and the Guild on one or more matters to be discussed at a committee meeting, and the Department and the Guild will not unreasonably decline any such proposal from the other.

5. Chair of the CPCC

The Chair will be a senior representative of the Department or the Guild, in turn, on a revolving basis.

The role of the Chair will be to lead and facilitate discussion on any items nominated for discussion and perform any other functions provided for under these Terms of Reference or designated by the Minister for Health. It will be the responsibility of the Chair to ensure any discussion and agreed outcomes are clearly communicated and agreed for inclusion in meeting minutes.

The Department and the Guild will jointly make all decisions relating to the conduct, administration and management of CPCC meetings, except where provided otherwise in the 7CPA or these Terms of Reference, or where directed otherwise by the Minister for Health.

6. Secretariat

The Department will provide secretariat support for the CPCC. The Secretariat will prepare agendas for meetings, keep minutes of all meetings, coordinate communications in a timely manner among CPCC participants and organise associated public communique resulting from the CPCC.

7. Meetings

The CPCC will be convened from time-to-time by agreement of the Department and the Guild, with an expectation of a minimum of two meetings per year, with additional meetings convened as agreed by the Department and the Guild.

Unless the Department determines the circumstances require an earlier meeting, a minimum of fourteen days' notice must be given to all CPCC participants of meetings of the CPCC and subcommittees. Each notice of meeting will include an agenda specifying in reasonable detail the matters to be discussed at the meeting and is to be accompanied by relevant papers for discussion at the meeting. The Department will determine the information that is to be provided to CPCC participants prior to any meeting.

Meetings of the CPCC and subcommittees may be held in several locations using any technology that gives participants at those locations a reasonable opportunity to participate in the meeting.

Minutes of CPCC meetings

All proceedings of each meeting of the CPCC (and its subcommittees) must be minuted, specifying in reasonable detail the matters discussed at the meeting, the outcomes of any discussion and any options to be provided to the signatories or to the Australian Government. All minutes will be endorsed by the Chair of the committee or subcommittee (as relevant) as a correct record of the proceedings upon confirmation from a majority of participants.

Circulating reports and outcomes

Following each meeting, a communique will be prepared and approved by the Department for publication to interested stakeholders of key outcomes from each meeting. These will be published on the Department's website.

8. Limitations of the CPCC

The CPCC (and subcommittee) participants must not:

- Purport to make a change to the 7CPA. Additionally, the CPCC cannot cease to conduct, or change the nature or scope of, the 7CPA arrangements, except where expressly provided for in the 7CPA; or
- Disclose confidential information^[2] shared or discussed at a meeting of the CPCC to any third party, except that such confidential information may be disclosed:
 - By CPCC participants to other persons within their organisation, and to their professional advisers who have a need to know such information and who are subject to an obligation of confidence;
 - By the Department in response to a request by a Commonwealth Minister, by a House or a Committee of Parliament or by a Secretary of another Department;
 - By CPCC participants where authorised or required by law; and
 - By CPCC participants who have the prior written consent of the organisation who contributed the information to the meeting.

9. Establishment of working parties or subcommittees

The CPCC may from time-to-time appoint working parties or subcommittees as they consider necessary. In this regard:

- Subject to the 7CPA, the CPCC may agree a person as chair of a working party or subcommittee.
- Each working party or subcommittee (via its chair if one is appointed) must report its proceedings to the CPCC and must conduct its business in accordance with any rules or directions of the CPCC.
- The existence of, or delegation to, a working party or subcommittee does not derogate from the powers to act in any manner consistent with this Terms of Reference.

10. Conflict of Interest

A conflict of interest is where a financial or other interest of an CPCC (or subcommittee) participant may reasonably be seen to be in conflict with duties undertaken as a participant of the CPCC. Each CPCC (or subcommittee) participant should be alert to any potential, actual or perceived conflicts of interest,

^[2] For the purposes of these terms of reference, 'confidential information' means information that the discloser designates as confidential or provides on a confidential basis, or which the recipient ought reasonably expect to be confidential, but does not include information in the public domain (unless in the public domain due to a breach of confidentiality by any person).

financial or otherwise, and disclose these to the Department. This includes conflicts of interest that may arise between members.

A CPCC participant must disclose any potential, actual or perceived conflict of interest at the earliest possible time.

The Department may take any steps to resolve or otherwise deal with any disclosed conflicts in their absolute discretion.

11. Amendment of these Terms of Reference

No variation of these Terms of Reference is permitted unless agreed by the Commonwealth and the Guild, and endorsed by the Minister for Health.

A review of the operation of the CPCC may be conducted by the Department under clause 16.4.2 of the 7CPA, and the outcomes of any such review will be considered by the CPCC.