

Immunisation service

Service Agreement

2020

Parties

Agreement for the provision of vaccination services between:

and

Complete Client details.

Name:

Address:

Representative:

Contact number:

ACN:

ABN:

Complete Vaccination Service Provider details.

Name:

Address:

Representative:

Contact number:

ACN:

ABN:

Definitions

Client – organisation contracting immunisation services

Consumer/s – includes all people participating in the service

Organisation – e.g. commercial (a business entity), community health service (a public or registered non-profit, community-governed health organisation), council (a local government organisation), hospital (an institution providing medical private and surgical treatment), medical practice, pharmacy or public health unit

Premises – address where the vaccination service will be delivered

Vaccination services – services provided by the Vaccination Service Provider

Vaccination Service Provider – company or individual providing immunisation services

Note: A pharmacy can be the 'Client' or 'Vaccination Service Provider' (dependent on jurisdictional regulations).

Service

The Vaccination Service Provider will provide the Client with vaccination services in accordance with this Agreement.

Location

The Vaccination Service Provider agrees to provide Services at the premises on the agreed dates/s and time/s.

Confirmation

The date/s and time/s of Services must be agreed and confirmed by both parties in writing.

The Client will confirm the approximate number of consumers with the Vaccination Service Provider days prior to delivery of the Services.

The minimum number of consumers required is . If the minimum number of consumers is not met, the Vaccination Service Provider may cancel or reschedule Services at their discretion, and the Client will need to notify any booked consumers of the cancellation or change.

Cancellations

The Client must give days' notice for the cancellation of Services without penalty. Cancellations made within this time of the scheduled booking will attract a cancellation fee of \$ plus GST. Once the date and time for Services has been agreed, changes to the booking may attract a fee of \$ plus GST at the discretion of the Vaccination Service Provider.

Vaccines

The Vaccination Service Provider will provide one vaccine for each confirmed consumer. Extra vaccines may be available on the day, however the Vaccination Service Provider cannot guarantee that a vaccine will be available for any consumer who was not confirmed by the agreed date.

The Vaccination Service Provider is responsible for maintaining the viability of all vaccines through appropriate cold chain procedures.

Approvals, licences and permits

The Client is responsible for obtaining any approvals, licences or permits necessary for the performance of Services in accordance with this Agreement. By signing this Agreement the Client warrants that it holds or has obtained the necessary approvals, licences or permits to allow the Vaccination Service Provider to consult with consumers on the premises.

Standard of performance

The Vaccination Service Provider will perform Services in accordance with the highest degree of care, diligence, foresight, prudence and skill expected of a Vaccination Service Provider. The Vaccination Service Provider will comply with all jurisdictional legislation and industry standards.

The Vaccination Service Provider warrants that it possesses, and will deploy, the specific skills and experience relevant to deliver immunisation services according to this Agreement.

Consent

The Vaccination Service Provider is responsible for obtaining written informed valid consent from each consumer and/or their carer prior to vaccination.

Consent must include agreement from the consumer to send a record of the immunisation encounter to the Australian Immunisation Register (AIR), and meet the cost of any medical treatment required in connection with vaccination.

Consent forms will be provided by

as relevant.

Eligibility and screening

The Vaccination Service Provider is responsible for conducting pre-vaccination screening with each consumer, to establish the safety and determine the appropriateness to administer the requested vaccine on the day of the request. Pre-vaccination screening forms will be provided by

as relevant.

The Vaccination Service Provider reserves the right to refuse vaccination to any consumer at their discretion.

Observation

The Vaccination Service Provider or representative administering the vaccine will remain on site for 15 minutes post vaccination. In the unlikely event of a medical emergency, the Vaccination Service Provider will not be liable for the costs of any required medical treatment.

Privacy and confidentiality

All information contained within the consumer records is classified as sensitive information under the *Privacy Act 1988*, and as such cannot be disclosed to a third party without a consumer's consent.

Indemnity insurance

The Vaccination Service Provider holds indemnity insurance appropriate for delivery of Services in accordance with this agreement. The Vaccination Service Provider indemnifies the Client from, and against all, actions, claims, demands, costs and expenses made, sustained, brought or prosecuted against the Client by consumers based on any loss or damage to themselves which may arise in connection with any act or omission by the Vaccination Service Provider or representative in the delivery of Services.

The Client holds indemnity insurance appropriate for hosting the Vaccination Service Provider on the premises, and indemnifies the Vaccination Service Provider against all liability, claims and damages associated with the use of the premises.

Payment

Price

The Client will collect payment of \$ from each consumer on or before the day of vaccination.

The Vaccination Service Provider will invoice the Client \$ plus GST per consumer vaccinated.

Terms of payment

The invoice for Services provided is payable within days. At the discretion of the Vaccination Service Provider, failure to make payments in accordance with this Agreement may be treated as a repudiation of this Agreement.

At the discretion of the Vaccination Service Provider, interest shall be paid by the Client on overdue accounts calculated on daily balances from the day after payment was due, at the rate of % per annum and without any demand being necessary. Payment made by the Client shall be allocated first to the interest, then to the unpaid invoices in the order of issue.

Dispute resolution

Parties to this Agreement must attempt to settle any dispute in relation to this Agreement by negotiation before resorting to external dispute resolution mechanisms. If the dispute is not settled by Parties within days of one party providing written notice of the dispute to the other party, the dispute must be submitted to an alternative dispute resolution mechanism. If Parties cannot agree on the alternative dispute resolution mechanism within days, the mechanism will be chosen by the President of the relevant State Law Society. Each party will pay its own costs associated with the dispute resolution process. Costs incurred for mediation /arbitration will be shared equally. Parties agree that the decision of the mediator /arbitrator will be final. This clause survives the expiration or termination of this Agreement.

Agreement period

This Agreement is effective up to and including the date of Services.

Authority to sign

The person/s signing this Agreement warrants that they are duly authorised to enter into the Agreement.

Declaration

Executed as an Agreement.

Client

Signed for on behalf of:

Insert organisation name here:

Full name of person signing:

Position:

Signed:

Date:

In the presence of:

Full name of witness

Signed:

Date:

Vaccination service provider

Signed for on behalf of:

Insert Vaccination Service Provider here:

Full name of person signing:

Position:

Signed:

Date:

In the presence of:

Full name of witness

Signed:

Date: .

PHARMACEUTICAL SOCIETY OF AUSTRALIA

PO BOX 42

Deakin West ACT 2600

P: 1300 369 772

F: 1300 726 583

