AGREEMENT

for

the provision of Quality Use of Medicines Services

between

………………………………………………………………….

(“Provider”)

and

**………………………………………………………..**

(“**Facility”)**

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Details

|  |  |
| --- | --- |
| **Parties** | **ACF (or MPS or TCF- delete as necessary)**  and **Provider** |
| **Facility** | Name | **[insert full name of Facility]**  |
|  | ABN/ACN/ARBN | [insert ABN/ACN/ARBN] |
|  | Address | [insert address] |
|  | Facsimile | [fax number] |
|  | Email | [address] |
|  | Eligible aged care places (at the date of this Agreement) | [insert number] |
| **Provider** | Name | **[insert full name of the Provider]** |
|  | ABN/ACN/ARBN | [insert ABN/ACN/ARBN] |
|  | Address | [insert address] |
|  | Facsimile | [fax number] |
|  | Email | [address] |
| **Commencement Date** |  | [insert] |
| **Date of expiry** |  | [insert] |
| **Number of beds** |  | [insert] |

Background

* 1. The Commonwealth funds the provision by Approved QUM Service Providers of certain QUM Services to Aged Care Facilities (ACF), Multi-Purpose Service (MPS), Transition Care Facilities (TCF) and National Aboriginal and Torres Strait Islander Flexible Aged Care Facilities (NATSIFACF) which focus on improving practices and procedures of Australian Government funded aged care facilities as they relate to the quality use of medicines.
	2. The Provider proposes to apply to the Pharmacy Programs Administrator to become an Approved QUM Service Provider.
	3. The Provider agrees to provide the QUM Services to the Facility after the Provider becomes an Approved QUM Service Provider, and the Facility has agreed to cooperate with the Provider, on the terms and conditions set out in this Agreement.

Operative Provisions

# Definitions and Interpretation

## Definitions

In this Agreement:

**Accreditation Body** means the Australian Association of Consultant Pharmacy or the Society of Hospital Pharmacists of Australia;

**Accredited Pharmacist** means a person who is currently accredited by an Accreditation Body;

**ACF** means the aged care facility which receives residential care subsidy accordance with the *Aged Care Act 1997* (Cth), and includes its employees, subcontractor or agents;

**Agreement** means this agreement between the parties;

**Approved QUM Service Provider** means a person who holds the status of being approved by the Pharmacy Programs Administrator as a provider of QUM Services.

**Commencement Date** means the date specified in the ‘Details’ section of this Agreement.

**Commonwealth** means the Commonwealth of Australia as represented by the Department of Health, or any other department or agency of the Commonwealth of Australia which is from time to time responsible for the administration of the QUM Program.

**Confidential Information** means information that is by its nature confidential or that a party knows or ought to know is confidential but does not include information that:

(a) is or becomes public knowledge, other than by breach of this Agreement or by any other unlawful means;

(b) is in the possession of the party without restriction in relation to disclosure; or

(c) has been independently developed or acquired by the party;

### **Facility** means an Australian government funded residential Aged Care Facility (ACF), Multi Purpose Service (MPS) or Transition Care Facility (TCF) or facility receiving funding under the National Aboriginal and Torres Strait Islander Flexible Aged Care Program (NATSIFAC) eligible to receive QUM services

### **Government Agency** means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity;

**Multi-Purpose Service (MPS)** means a facility receiving funding from the Australian Government and state/territory governments to provide integrated health and aged care services for small rural and remote communities under the Multi Purpose Services Program, and includes its employees, subcontractor or agents;

### **NATSIFAC** means any facility receiving funding under the National Aboriginal and Torres Strait Islander Flexible Aged Care Program.

**Pharmacy Programs Administrator** means Australian Healthcare Associates Pty Ltd ABN 82 072 790 848;

**Pharmacy Programs Administrator General Terms and Conditions** – means the General Terms and Conditions agreed under the Seventh Community Pharmacy Agreement

### **Program Rules** means the QUM Program Rules detailing the obligations that govern claiming and payment for the QUM Program and services

**QUM Payment Application** means a claim for remuneration made by the Provider to the Pharmacy Programs Administrator:

(a) for QUM Services:

(i) that have been provided to the Facility named in the claim; and

(ii) for which the Provider is entitled to payment from the Pharmacy Programs Administrator, and

### (b) that is in the form and contains the content required by the Pharmacy Programs Administrator

### **QUM Service** means a Quality Use of Medicine service or activity that is:

### (a) listed in Schedule 1 (“Work Plan”); and

### (b) consistent with QUM service description in the *Guidelines for Quality Use of Medicines (QUM) services*;

**Registered Pharmacist** means a person who is currently registered as a pharmacist with the Pharmacy Board of Australia and has an Australian Health Practitioner Regulation Agency (AHPRA) number and is not suspended or subject to any restrictions as a pharmacist**;**

**Transition Care Facility (TCF)** means Commonwealth funded Transition Care Facilities, and includes its employees, subcontractors or agents;

**Term** means the period commencing on the Commencement Date and ending on (and including) the earlier of:

(a) the expiry date specified in the ‘Details’ section of this Agreement;

(b) the date that this Agreement is terminated under clause 6; and

(c) the date that the Provider’s status as an Approved QUM Service Provider is terminated by the Pharmacy Programs Administrator.

**Working Day** means in relation to the doing of an action in a place, any day other than a Saturday, Sunday or public holiday in that place.

## Interpretation

 In this Agreement, unless the context indicates a contrary intention, a reference to:

### the word “person” includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency;

### a clause is a reference to a clause of this Agreement, as amended from time to time;

### a document (including this Agreement) includes any variation or replacement of it;

### a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

### law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);

### the singular includes the plural and vice versa;

### the words “include”, “including”, “for example” or “such as” when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and

### any body (**Original Body**) which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the Original Body.

Headings are for convenience only and do not affect the interpretation of this Agreement.

## Governing law

This Agreement is governed by the laws of the State or Territory in which the Facility is located.

## Entire Agreement

This Agreement records the entire agreement between the Parties in relation to its subject matter.

# Provider’s obligations

## Provision of QUM Services

The Provider must, during the Term:

### subject to clause 2.3, provide the QUM Services to the Facility;

### provide the QUM Services in accordance with the Program Rules, the Pharmacy Programs Administrator General Terms and Conditions and relevant industry and professional standards;

### comply with the Facility’s reasonable security and workplace health and safety requirements when the Provider enters the premises of the Facility to provide the QUM Services; and

### comply with any Principles that the Provider is made aware of by the Facility under clause 3(d).

## Records and Reports

### The Provider must, for the Term and for seven (7) years after the Term, keep full and accurate records and reports of each QUM Service that has been provided, in accordance with the Program Rules and the Pharmacy Programs Administrator General Terms and Conditions.

## When QUM Service not to be provided

The Provider must not provide a QUM Service to the Facility at any time that the Provider is not an Approved QUM Service Provider.

## Provision of QUM Services by an Accredited Pharmacist or Registered Pharmacist

### The Provider must ensure that all QUM Services are provided by an Accredited Pharmacist or a Registered Pharmacist who has a relationship with the Provider, which may be the Provider where they themselves are an Accredited Pharmacist or Registered Pharmacist.

### If the Provider provides a QUM Service including through an Accredited Pharmacist or Registered Pharmacist, the Provider must:

#### ensure that the Facility is, at all times during the Term, provided with up to date details of that pharmacist’s full name and contact details; and

#### ensure that the Accredited Pharmacist or Registered Pharmacist performs the QUM Service in accordance with, and otherwise complies with the obligations under this Agreement.

## Notice to the Pharmacy Programs Administrator

In the event that this Agreement is terminated, the Provider must give notice of the termination to the Pharmacy Programs Administrator as soon as practicable and in any event prior to the termination date.

# Facility Obligations

### The Facility must, during the Term:

### ensure that any resident of the Facility whose health records may or will be accessed by the Provider, has provided consent (either themselves or by way of a person who has the legal authority to provide that consent) to that access, and the use of those records by, the Provider and the Pharmacy Programs Administrator and Department of Health for the purpose of the QUM Services, before that access and use;

### cooperate with the Provider, including by providing the Provider, their Accredited Pharmacist or Registered Pharmacist with access to the following when reasonably required by the Provider, their Accredited Pharmacist or their Registered Pharmacist, for the purpose of the Provider, their Accredited Pharmacist or their Registered Pharmacist making available and providing QUM Services:

#### subject to paragraph (a), any information or documents that would assist the Provider, Accredited Pharmacist or Registered Pharmacist in the provision of QUM Services;

#### the Facility’s premises, including medication storage areas; and

#### the staff of the Facility;

### comply with all applicable workplace health and safety laws, and use all reasonable endeavours to ensure the Facility’s premises are safe for the Provider, and the Provider’s Accredited Pharmacists and Registered Pharmacists, to work in;

### comply with, and ensure that the Provider, their Accredited Pharmacist or their Registered Pharmacist are made aware of, any principles made under section 96-1 the *Aged Care Act 1997* (Cth) that are relevant to the parties’ performance of this Agreement;

### keep a record of all recommendations provided by the Provider, their Accredited Pharmacist or their Registered Pharmacist performing QUM Services; and

### provide any assistance reasonably required by the Provider for the purpose of making a QUM Payment Application.

# Mutual obligations

### Both parties must comply with the provisions of the *Privacy Act 1988* (Cth) and the *Healthcare Identifiers Act 2010* (Cth). The parties are not required to do anything under this Agreement to the extent that it would breach the *Privacy Act* or the *Healthcare Identifiers Act*.

### The parties must act reasonably in attempting to agree on a mutually convenient time for a QUM Service where a time for provision of the QUM Service is not specified in the Schedule.

# Remuneration and exclusivity

### The Provider, and any Accredited Pharmacist or Registered Pharmacist of the Provider, must not charge the Facility, and the Facility is not required to pay the Provider or their Accredited Pharmacist or Registered Pharmacist, for the provision of QUM Services (even if the QUM Services include a service for which the Provider is not eligible for remuneration from the Pharmacy Programs Administrator).

### The Provider must ensure that all QUM Payment Applications are true, correct and not misleading.

### The Facility must not, during the Term, enter into any arrangement with a person other than the Provider for the provision of services that are the same as, or substantially similar to, QUM Services to the Facility.

# Termination

### Either party may terminate this Agreement at any time during the Term by giving 30 days’ notice in writing to the other party.

# Confidential Information

### Each Party, in relation to any Confidential Information of the other party:

### must, except to the extent that it is required by law or a court of competent jurisdiction to disclose that Confidential Information, keep it confidential and ensure that its employees, agents and contractors keep it confidential;

### use it only for purposes relating to this Agreement; and

### notify the other party if that party's Confidential Information is released, lost, stolen or there is a serious legal risk that it will lose its status as Confidential Information.

# Dispute resolution

The parties agree that any dispute arising during the course of this Agreement will be dealt with as follows:

### first, the party claiming that there is a dispute will send to the other a notice setting out the nature of the dispute;

### second, the parties will meet within 10 Working Days after receipt of the notice to try to resolve the dispute by direct negotiation. The representatives of the parties participating in the negotiations must have authority to agree to a resolution on behalf of the relevant party;

### third, the Parties have 15 Working Days from the sending of the notice to reach a resolution; and

### last, if the parties do not resolve the dispute within 15 Working Days after they first meet under paragraph 8(b), then either Party may commence legal proceedings.

# Notices

## Giving of notices

Any notice, request or other communication to be given under this Agreement is to be in writing and given to the other party at the address noted in this Agreement.

## Method by which notice may be given

Any notice, request or other communication may be:

### delivered by hand, or sent by pre-paid post; or

### sent by email or facsimile, unless a party has notified the other that they are not willing to accept notices, requests or communications in that way.

## When notice is received

A notice, request or other communication will be deemed to be received:

### if delivered by hand, upon delivery;

### if sent by post, 6 Working Days after the date on which it was sent; and

### if sent by email, on the Working Day after the day on which the email was sent, unless the sender receives an automated message that the email has not been delivered.

SCHEDULE 1 – Work Plan

[*In this schedule the parties should specify the agreed description and requirements of the QUM Service(s) to be provided by the Provider, including the type and frequency of the QUM Service(s) and any specific deliverables or service requirements.*

*The table in Item A of this schedule provides a list of the kinds of the QUM Services that may be included in this Schedule. The Provider must provide* ***at least two*** *of the QUM Services listed in this table. Frequency can be listed as weekly, fortnightly, monthly, or any other frequency as required to suit the needs of the Facility, however at least two activities must be provided each quarter.*

*If the Provider agrees to provide a QUM Service that is not listed in Item A, that QUM Service should be described in Item B. Services listed in Item B will not be entitled to remuneration from the Pharmacy Programs Administrator.*

*If the parties have agreed specific deliverables or service requirements for QUM Services, they should be specified in Item C of this schedule in as much detail as possible.*

*The parties should ensure that the QUM Service descriptions and requirements in this schedule are not inconsistent with the Program Rules*.]

**Item A. QUM Services for which the Provider may be entitled to remuneration from the Pharmacy Programs Administrator**

| **QUM Service** | **Frequency**(If the service is not to be provided, insert “Not provided”) |
| --- | --- |
| **Medication Advisory Activities** |  |
| Participate in drug usage evaluation (DUE). |  |
| Advise members of the health care team on a range of issues, including storage, administration, dose forms, compatibilities, therapeutic and adverse effects and compliance. |  |
| Participate in Medication Advisory Committees. |  |
| Assist in the development of nurse-initiated medication lists. |  |
| Participate in policy and procedure development activities. |  |
| Assist in the development of policies and procedures to address medication management concerns e.g. sleep, bowel or pain management, and infection control. |  |
| **Education Activities** |  |
| Provide in-service sessions for nursing staff and carers or residents on medication therapy, disease state management or prescribing trend issues. |  |
| Provide drug information for medical practitioners and Facility staff, including provision of newsletters. |  |
| **Continuous Improvement Activities** |  |
| Assist the facility to meet and maintain medication management accreditation standards and to comply with regulatory requirements. |  |
| Assess competency of residents to self-administer medications. |  |
| Advise on and assess medication storage requirements, monitoring and standards, including storage and labelling, expired stock, security of medication storage areas and safe disposal of unwanted medications. |  |
| Conduct medication administration audits and surveys on medication errors, altered dosage forms and psychotropic drug use. |  |
| Assist with the development of, and report on, quality indicators and other quality measures. |  |

**Item B. Other QUM Services**

[*Insert a description of any other QUM Services to be provided by the Provider. If there are no such services, insert “Not applicable”.*]

**Item C. Specific requirements for the provision of QUM Services**

[*Insert* *descriptions of any specific deliverables or service requirements for the QUM Services to be provided under this agreement.*]

SIGNED as an agreement

**DATED**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| **SIGNED** by **[INSERT NAME OF AUTHORISED SIGNATORY]** as authorised representative for **[INSERT NAME OF ACF/MPS/TCF]** in the presence of: Signature of witness Name of witness (block letters) | )))))))))))))) |  By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of [INSERT NAME OF ACF/MPS/TCF] |

[*If the Provider is an individual, use the following execution clause:*]

|  |  |  |
| --- | --- | --- |
| **SIGNED** by **[INSERT NAME OF PROVIDER]** in the presence of: Signature of witness Name of witness (block letters) | )))))))))) |  Signature of [INSERT NAME OF PROVIDER] |

[*If the Provider is not an individual (for example, it is a company) use the following execution clause:*]

|  |  |  |
| --- | --- | --- |
| **SIGNED** by **[INSERT NAME OF AUTHORISED SIGNATORY]** as authorised representative for **[INSERT NAME OF PROVIDER]** in the presence of: Signature of witness Name of witness (block letters) | )))))))))))))) |  By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of [INSERT NAME OF PROVIDER] |