AGREEMENT

for

the provision of Residential Medication Management Review Services

between

………………………………………………………………….

(“Provider”)

and

**………………………………………………………..**

(“**Facility**”)

**TABLE OF CONTENTS**

1. Definitions and Interpretation 4

2. Provider’s obligations 7

3. Facility Obligations 8

4. Mutual obligations 9

5. Remuneration 9

6. Termination 9

7. Confidential Information 9

8. Dispute resolution 10

9. Notices 10

Details

|  |  |  |
| --- | --- | --- |
| **Parties** | **ACF (MPS** **or TCF – delete as necessary)** and **Provider** | |
| **Facility** | Name | **[insert full name of ACF/MPS/TCF]** |
|  | ABN/ACN/ARBN | [insert ABN/ACN/ARBN] |
|  | Address | [insert address] |
|  | Facsimile | [fax number] |
|  | Email | [address] |
| **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] |

Background

* 1. The Commonwealth funds the provision by Approved RMMR Service Providers of RMMR Services to Eligible Residents of certain Aged Care Facilities (ACF), Multi-Purpose Service (MPS) , Transition Care Facilities (TCF) and National Aboriginal and Torres Strait Islander Flexible Aged Care Facilities (NATSIFACF) to meet medication-related needs and to identify, resolve and prevent medication-related problems.
  2. The Provider proposes to apply to the Pharmacy Programs Administrator to become an Approved RMMR Service Provider.
  3. The Provider agrees to provide the RMMR Service to Eligible Residents of the Facility after the Provider becomes an Approved RMMR 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 Registered Pharmacist who holds a valid accreditation certificate from an Accreditation Body to provide RMMR Services;

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

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

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

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

(a) for one or more RMMR Services:

(i) that have been provided to one or more Eligible Resident named in the claim; and

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

(b) that specifies the Eligible Resident(s) details as required in the claim process and the date of provision of the RMMR Service(s).

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

**Commonwealth** mean 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 RMMR 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;

### **Director of Nursing** means the person (from time to time) holding the position of Director of Nursing of the Facility (or whose role, however it may be described, includes the duties of a director of nursing), or the authorised representative of that person;

### **Eligible Resident** means a person meeting the patient eligibility criteria defined in the RMMR Program Rules;

**Eligible Resident’s Medical Practitioner** means any medical practitioner registered with the Medical Board of Australia from the list below:

* + General Practitioner (GP);
  + Specialist in Pain Medicine;
  + Specialist Physician;
  + Specialist Psychiatrist; or
  + Specialist in Palliative Medicine;

### who is from time to time consulted to provide medical care to the Eligible Resident

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

### **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 the integrated health and aged care service facility which provides residential aged care services to residents, 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 RMMR Program Rules detailing the obligations that govern claiming and payment for the RMMR Program and services;

### **Registered Pharmacist** means a person who:

### (a) is registered as a pharmacist with the Pharmacy Board of Australia;

### (b) has an Australian Health Practitioner Regulation Agency (AHPRA) number; and

### (c) is not suspended or subject to any restrictions as a pharmacist;

### **RMMR Service** means a comprehensive, structured and collaborative Residential Medication Management Review Service, that is resident-focused and that:

### (a) involves the systematic evaluation of an Eligible Resident’s complete medication regimen and management of that medication in the context of other clinical information and the Eligible Resident’s health status;

### (b) aims to optimise the benefits of medicine use, improve therapeutic outcomes for the Eligible Resident, and ensure the judicious, appropriate, safe and effective use of medicines; and

### (c) is:

### (i) requested in writing by an Eligible Resident’s Medical Practitioner, in which the Eligible Resident’s Medical Practitioner, GP (if this is not the referring Medical Practitioner), Patient, , Accredited Pharmacist and, where appropriate, carer or other member of the Eligible Resident’s healthcare team participate; or

### (ii) permitted by the Commonwealth or the Pharmacy Programs Administrator, to be provided without the request and collaboration of an Eligible Resident’s Medical Practitioner when prior approval is granted; and

### (d) is otherwise as described in the Program Rules; and

### (e) consistent with RMMR service description in the *Guidelines for Comprehensive Medication Management Reviews* (PSA Standards).

**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 RMMR 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.

### the consent of an Eligible Resident includes the consent of a person who is authorised to give the relevant consent on behalf of the Eligible Resident (for example, under a power of attorney), where there is no authorised person to give consent this must be raised with the facility;

### 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; and

### 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;

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 RMMR Services

The Provider must, during the Term:

### make available the RMMR Services to all Eligible Residents of the Facility;

### subject to clause 2.3, provide the RMMR Services to an Eligible Resident of the Facility if requested by the Eligible Resident’s Medical Practitioner;

### provide the RMMR Services in accordance with the Program Rules and industry 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 RMMR Services;

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

## Records and Reports

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

### For each RMMR Initial Service provided by the Provider, the Provider must give a written report containing the recommendations and outcomes of the RMMR Service, and any other information required under the Program Rules, to the Facility and to the Eligible Resident’s Referring Medical Practitioner, within 10 Working Days of the RMMR Initial Interview.

### For each RMMR follow-up service provided by the Provider, the Provider must make a clinical record of the follow-up and any actions or recommendations arising from the review. The record must be made available to the Facility and the Eligible Resident’s healthcare team.

## When RMMR Service not to be provided

The Provider:

(a) must not provide an RMMR Service in respect of an Eligible Resident if:

#### the Provider is not an Approved RMMR Service Provider; or

#### that Eligible Resident has not consented to the RMMR Service, or to the making available of the Eligible Resident's health records to, and the use of those records by, the Provider and to The Pharmacy Programs Administrator for the purpose of the RMMR Service

#### The Eligible Resident’s Medical Practitioner does not provide the required referral to enable the Accredited Pharmacist to conduct a collaborative review, and Prior Approval is not obtained; and

(b) despite anything else in this Agreement, is not required to provide an RMMR Service to an Eligible Resident unless the Provider would be entitled to payment from the Pharmacy Programs Administrator for that RMMR Service.

## Provision of RMMR Services by an Accredited Pharmacist

### The Provider must ensure that all RMMR Services are provided by an Accredited Pharmacist who has a relationship with the Provider.

## Notice to the Pharmacy Programs Administrator

In the event that this Agreement is terminated, the Provider must give notice of the termination to Pharmacy Programs Administrator within 30 days of the termination date.

# Facility Obligations

### The Facility must, during the Term:

### ensure that an Eligible Resident has consented to the making available of the Eligible Resident's health records to, and the use of those records by, the Provider and the Pharmacy Programs Administrator for the purpose of a RMMR Service, before an RMMR Service is provided to that Eligible Resident;

### cooperate with the Provider and their Accredited Pharmacist/s, including by providing the Provider and their Accredited Pharmacist/s with access to the following when reasonably required by the Provider or their Accredited Pharmacist/s, for the purpose of the Provider or Accredited Pharmacist/s making available and providing an RMMR Service:

#### the Eligible Resident;

#### the records of the Eligible Resident;

#### the Facility’s premises, and a room on those premises that is suitable for the conduct of the RMMR Service; and

#### the staff of the Facility who attend the Eligible Resident;

### 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, Accredited Pharmacists, and the Provider’s other personnel to work in;

### comply with, and ensure that the Provider and their Accredited Pharmacist/s 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 the recommendations of all reports provided by the Provider under clause 2.2(b);

### notify the Provider of the names of any new Eligible Residents and the Eligible Resident’s GP and other relevant Medical Practitioners within 4 weeks after their arrival at the Facility;

### inform all Eligible Residents of the availability of the RMMR Services; and

### provide any assistance reasonably required by the Provider for the purpose of making a Claim for Payment

# 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 an RMMR Service.

# Remuneration

### The Provider and any Accredited Pharmacist must not charge the Facility or any Eligible Resident, and the Facility is not required to pay the Provider or an Accredited Pharmacist, for the provision of RMMR Services.

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

# 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

## Process for resolving disputes

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 8.1(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, 2 Working Days after the date on which it was sent;

### 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; and

### if sent by facsimile, at the time shown in the transmission report as the time that the whole fax was sent.

SIGNED as an agreement

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

|  |  |  |
| --- | --- | --- |
| **SIGNED** by **[INSERT NAME OF AUTHORISED SIGNATORY]** as authorised representative for **[INSERT NAME OF FACILITY]** 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 FACILITY] |

[*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] |