



# Medication Management Review programs terms and conditions

These are the terms and conditions governing the service(s) provided by Medication Management Review (MMR) program service providers.

## Definitions

The following definitions apply to these terms and conditions:

**AACP** means the Australian Association of Consultant Pharmacy

**Accreditation body** means the AACP or the SHPA

**Accredited pharmacist** means a pharmacist who has current accreditation to conduct Medication Management Reviews from an approved accreditation body

**ACF** means an Australian Government-funded Aged Care Facility

**Guidelines** means Pharmaceutical Society of Australia Guidelines for the relevant MMR Program

**HMR** means Home Medicines Review, also known as Domiciliary Medication Management Review (DMMR)

**MMR** means Medication Management Review

**QUM** means Quality Use of Medicines

**RMMR** means Residential Medication Management Review

**RMMR Service** means a review requested by the eligible resident's general practitioner, in which both the general practitioner and the Accredited Pharmacist participate

**SHPA** means the Society of Hospital Pharmacists of Australia

## Clause 1. Employees and subcontractors

1.1 You may enter into a subcontract with an appropriately qualified registered/accredited pharmacist, or a business able to supply such pharmacists, to provide MMR services under your approval. This is providing you ensure they comply with these terms and conditions, and that you remain solely responsible to the Australian Government for the proper performance of MMR services under your approval.

## Clause 2. Payment of Claims

2.1 Before you claim for remuneration, you must apply to Medicare Australia for approval and receive written confirmation as an MMR service provider.

2.2 Payment will be made by Medicare Australia within 30 days of receipt of correctly submitted claims that are received at Medicare Australia within 14 days from the start of a month. For claims received after 14 days from the start of a month, payments will be made in the following monthly payment run which usually occurs at the beginning of each month. The amount paid is determined by the fee structure of the relevant Medication Management Review program.

2.3 The approved QUM Service Provider will be paid by Medicare Australia on a quarterly basis once a valid claim for payment is made and approved by Medicare Australia.

2.4 If you believe that you have not been paid correctly, or would like Medicare Australia to explain any information in connection with payment of the service fee, please call **08 8274 9641** or write to:

**Medicare Australia**  
**GPO Box 9826**  
**ADELAIDE SOUTH AUSTRALIA 5001**

## Clause 3. Repayments

3.1 Any amounts overpaid to you must be repaid within 30 days of Medicare Australia notifying you of overpayment.

## Clause 4. Backdating Requests

4.1 Applicants' requests for backdating of MMR approval status may be approved by Medicare Australia where all of the following conditions are met:

- the applicant has had previous approval to provide MMR services
- the lapse in seeking a new approval is less than 60 days from the previous MMR approval and
- the applicant has not previously had approved MMR provider status revoked for reasons relating to audit or non-compliance.

## Clause 5. Insurance

5.1 You are required to maintain the following insurance while you are an MMR service provider and for three years after your approval ends:

- public liability insurance in the amount of \$10 million
- workers' compensation insurance as required by law and
- professional indemnity insurance in the amount of \$10 million.

5.2 You must also ensure that any registered/accredited pharmacists who perform MMR services under your approval maintain these levels of insurance.

5.3 To show that you satisfy these insurance requirements you must provide to the Australian Government, on request, evidence of your current insurance policies, and those of the registered/accredited pharmacists who perform MMR services under your approval.

## Clause 6. Indemnity

6.1 You must indemnify the Australian Government and its employees and agents against any claim made against or loss suffered (including legal costs on a solicitor and own client basis) in relation to the provision of MMR services by you, or by any person acting on your behalf.

## Clause 7. Termination

- 7.1 Your approval to provide MMR services may be cancelled by the Australian Government at any time on 30 days' written notice.
- 7.2 You or the ACF, if appropriate, may terminate this arrangement on 30 days' written notice to Medicare Australia.
- 7.3 If for any reason you believe you may no longer satisfy the eligibility criteria, you must notify Medicare Australia within 60 days. Your approval to provide MMR services will terminate from the time you cease to satisfy the eligibility criteria.
- 7.4 You will be paid a service fee for MMR services performed up until the date of termination of your approval.

## Clause 8. Privacy

- 8.1 You must comply with the provisions of the *Privacy Act 1988*, particularly the Information Privacy Principles in Section 14 of that Act as if you were an 'Agency'. In addition, you must agree to be treated as a 'contracted service provider' and comply with National Privacy Principles 7 to 10 as if you were an 'organisation'. The terms 'Agency', 'contracted service provider', 'National Privacy Principles' and 'organisation' are defined in Section 6 of the *Privacy Act 1988*. You must ensure that any person providing MMR services on your behalf complies with this clause.

## Clause 9. Variation of these terms and conditions

- 9.1 The Australian Government may amend these terms and conditions at any time and will provide notice of any changes via the Medicare Australia website.
- 9.2 If you do not wish to accept changes to these terms and conditions, you can terminate your approval as an MMR service provider under Clause 7 (Termination).

## Clause 10. Keeping information

- 10.1 You must keep all records necessary to show that you have complied with these terms and conditions for seven years. These records include, without limitation:
  - (a) the referral signed by the general practitioner
  - (b) a record that the patient participated in the MMR interview, which has been signed and dated by the patient or their carer/legal guardian, where applicable
  - (c) a copy of the RMMR/HMR report to the referring General Practitioner signed by the accredited pharmacist who performed the RMMR/HMR assessment
  - (d) a copy of the medication management plan (if any)
  - (e) a copy of QUM activities performed
  - (f) a copy of the service agreement (for RMMR and QUM services only) and
  - (g) a copy of your claim for payment.

## Clause 11. Audit and access

- 11.1 You must provide the Australian Government and persons authorised by the Australian Government (referred to in this clause as 'those permitted') with access to records associated with the provision of MMR services, and access to the premises at which those records are stored, in order to enable those

permitted to inspect and copy your records and review your performance of MMR services.

- 11.2 You must provide any assistance reasonably requested by the Australian Government in respect of any inquiry into your performance of MMR services.
- 11.3 In this clause, 'document' and 'Commonwealth contract' have the same meaning as in the *Freedom of Information Act 1982*.
- 11.4 This clause only applies if this is a contract which complies with the description of 'Commonwealth contract'.
- 11.5 The Australian Government may require you to provide any document created by you, or in your possession or the possession of any of your employees or subcontractors, that relates to the performance of these terms and conditions or the MMR services (and not to the entry into these terms and conditions), at any time and at no additional cost to the Australian Government.
- 11.6 You must include in any subcontract relating to the performance of these terms and conditions or MMR services, provisions that will enable you to comply with your obligations under this clause.

## Clause 12. Waiver of rights

- 12.1 If either you or the Australian Government choose not to enforce or exercise a right under these terms and conditions, that does not prevent either party from exercising that right in the future.

## Clause 13. Continuing obligations

- 13.1 Clauses 2.4, 5, 6, 8, 10 and 11 will continue to operate after the termination of these terms and conditions.

## Clause 14. Governing law

- 14.1 The laws of the State or Territory in which the MMR service is performed govern these terms and conditions.

## Clause 15. Eligibility Criteria to be an MMR service provider

- 15.1 RMMR service provider

To be eligible for approval by Medicare Australia as an approved RMMR service provider, the applicant must either:

- (a) be a registered pharmacist who is either an accredited pharmacist, or who employs or has a service contract with one or more accredited pharmacists, to conduct medication reviews on their behalf or
- (b) be a business who employs or has a service contract with one or more accredited pharmacists to conduct RMMRs on their behalf.

Applicants must also:

- (a) hold a current valid RMMR service agreement with an Australian Government funded ACF and
- (b) provide all information required by Medicare Australia for assessment of the application, to determine eligibility to participate in the RMMR Program.

- 15.2 Only one RMMR Service Provider may be contracted for a single ACF. The RMMR service provider, in consultation with the ACF, may arrange for a different accredited pharmacist to provide the

agreed RMMR services.

### 15.3 QUM service provider

To be eligible for approval by Medicare as an approved QUM Service Provider the applicant must either:

- (a) be a registered pharmacist
- (b) be a Section 90 Pharmacy
- (c) be a business that employs or has a service contract with one or more registered pharmacists to conduct QUM Services on their behalf.

Applicants must also:

- (a) hold a current valid QUM service agreement with an Australian Government funded ACF and
- (b) provide all information required by Medicare Australia for assessment of the application, to determine eligibility to participate in the QUM Program.

15.4 Only one QUM service provider may be contracted for a single ACF. The QUM Service Provider, in consultation with the ACF, may arrange for a different registered pharmacist to provide the agreed QUM services.

### 15.5 HMR service provider

In order to be approved as an HMR service provider, you must be either:

- (a) the owner of an approved Section 90 Pharmacy or
- (b) an accredited pharmacist or
- (c) a business\* that employs or has a service contract with one or more accredited pharmacists to conduct Home Medicines Reviews on their behalf.

\* This does not include hospitals, Section 94 pharmacies or referrers for HMR services such as general practitioners or businesses employing general practitioners.

15.6 For Section 90 Pharmacies, only one approval as an HMR service provider will be granted per Section 90 approval number.

## 16. Responsibilities as an MMR service provider

### 16.1 RMMR and QUM service providers

All RMMR and QUM service providers must ensure services adhere to the processes and standards outlined in the *PSA Guidelines and Standards for the collaborative and pharmacist Residential Medication Management Review (RMMR) program and associated Quality Use of Medicines (QUM) services*, and the *Guidelines for Medication Management in Residential Aged Care Facilities* (as modified from time to time).

### 16.2 HMR service providers

All HMR service providers must ensure services adhere to the processes and standards outlined in the *PSA Guidelines for pharmacists providing Home Medicines Review (HMR) services* (as modified from time to time).

## 17 Frequency of Service

### 17.1 RMMR service provider

One RMMR service can be conducted per eligible ACF resident in a 12 month period on referral from a general practitioner, unless there has been a significant change in the resident's condition or medication regimen, in which case an additional RMMR service can be provided.

### 17.2 QUM service provider

A minimum of one QUM service is to be provided to the approved ACF each quarter.

### 17.3 HMR service provider

One HMR service can be conducted per eligible person in a 12 month period on referral from a general practitioner/an approved HMR referrer unless there has been a significant change in the person's condition or medication regimen, in which case an additional HMR service can be provided.