
AGREEMENT

for

**the provision Residential Medication Management Review
Services**

between

.....

("Provider")

and

.....

("ACF")

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Details

Parties	ACF and Provider	
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ACF	Name	[insert full name of ACF]
	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

Date of expiry	[insert]
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Background

- A. The Commonwealth funds the provision by Approved RMMR Service Providers of RMMR Services to Eligible Residents of certain Aged Care Facilities to meet medication-related needs and to identify, resolve and prevent medication-related problems.
- B. The Provider proposes to apply to Medicare Australia to become an Approved RMMR Service Provider.
- C. The Provider agrees to provide the RMMR Service to Eligible Residents of the ACF after the Provider becomes an Approved RMMR Service Provider, and the ACF has agreed to cooperate with the Provider, on the terms and conditions set out in this Agreement.

Operative Provisions

1. Definitions and Interpretation

1.1 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 Medicare Australia as a provider of RMMR Services.

Authorised Accredited Pharmacist means an Accredited Pharmacist that the Provider identifies:

- (a) in the Provider's application to Medicare Australia to become an Approved RMMR Service Provider; or
- (b) to Medicare Australia after the Provider obtains approval as an Approved RMMR Service Provider and before that Accredited Pharmacist provides any RMMR Services to Eligible Residents of the ACF.

Claim for Payment means a claim for remuneration made by the Provider to Medicare Australia:

- (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 Medicare Australia, and
- (b) that specifies the Eligible Resident(s) details as required on the claim form and the date of provision of the RMMR Service(s).

Commencement Date means the date specified in the 'Details' section of the Agreement.

Commonwealth means the Commonwealth of Australia as represented by the Department of Health and Ageing, or any other department or agency of the Commonwealth of Australia which is from time to time responsible for the administration of the RMMR Services 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 ACF (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 living permanently in the ACF who is not eligible for a Home Medicines Review;

Eligible Resident's GP means a general practitioner who is from time to time consulted to provide medical care to the Eligible Resident, but not including a specialist or consultant physician;

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

Guidelines means the following guidelines and rules as modified or replaced from time to time:

- (a) *Guidelines and Standards for the Collaborative and Pharmacist Residential Medication Management Review (RMMR) Program and Associated Quality Use of Medicines (QUM) Services* published by the Pharmaceutical Society of Australia in September 2010;
- (b) *Guidelines for Medication Management in Residential Aged Care Facilities* published by the Australian Pharmaceutical Advisory Council in November 2002; and
- (c) *The National Strategy of Quality Use of Medicines* published by the Commonwealth of Australia in 2002;

Medicare Australia means the statutory body of that name established under the *Medicare Australia Act 1973* (Cth), and includes any other body that may replace it or assume its functions after the Commencement Date;

Registered Pharmacist means a person who:

- (a) is registered as a pharmacist with the Pharmacy Board of Australia;
- (b) has a Pharmacist Registration Number; and
- (c) is not suspended or subject to any restrictions as a pharmacist;

RMMR Program Terms and Conditions means the RMMR program terms and conditions issued, and as amended from time to time, by Medicare Australia.

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 GP, in which both the Eligible Resident's GP and the Accredited Pharmacist participate; or
 - (ii) permitted by the Commonwealth or Medicare Australia, in exceptional circumstances, to be made available or provided without the request and collaboration of an Eligible Resident's GP; and
- (d) is otherwise as described in the RMMR Program Terms and Conditions and the Guidelines;

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 Medicare Australia.

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.

1.2 Interpretation

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

- (a) 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
- (b) a clause is a reference to a clause of this Agreement, as amended from time to time.
- (c) 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);
- (d) a document (including this Agreement) includes any variation or replacement of it;
- (e) 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;
- (f) 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);
- (g) the singular includes the plural and vice versa; and

- (h) 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.

1.3 Governing law

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

1.4 Entire Agreement

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

2. Provider’s obligations

2.1 Provision of RMMR Services

The Provider must, during the Term:

- (a) make available the RMMR Services to all Eligible Residents of the ACF;
- (b) subject to clause 2.3, provide the RMMR Services to an Eligible Resident of the ACF if requested by the Eligible Resident’s GP;
- (c) provide the RMMR Services in accordance with the Guidelines, industry standards and any other guidelines applicable to a professional Accredited Pharmacist;
- (d) comply with the ACF’s reasonable security and workplace health and safety requirements when the Provider enters the premises of the ACF to provide the RMMR Services;
- (e) comply with any Principles that the Provider is made aware of by the ACF under clause 3(d); and
- (f) contact an Eligible Resident’s GP to arrange an RMMR Service if the Provider’s records show (or the Provider otherwise becomes aware) that a period of more than 12 months has elapsed since the last RMMR Service was provided in respect of the Eligible Resident.

2.2 Records and Reports

- (a) 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 Guidelines and the RMMR Program Terms and Conditions.
- (b) For each RMMR 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 Guidelines, to the ACF and to the Eligible Resident’s GP, within 10 Working Days of the RMMR Service.

2.3 When RMMR Service not to be provided

The Provider:

- (a) must not provide an RMMR Service in respect of an Eligible Resident if:
 - (i) the Provider is not an Approved RMMR Service Provider; or
 - (ii) 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 Medicare Australia for the purpose of the RMMR Service.
 - (iii) The Eligible Resident's GP does not provide the required referral to enable the Accredited Pharmacist to conduct a collaborative review; 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 Medicare Australia for that RMMR Service.

2.4 Provision of RMMR Services through Authorised Accredited Pharmacists

- (a) The Provider must ensure that all RMMR Services are provided by:
 - (i) the Provider, unless the Provider is not an Accredited Pharmacist; or
 - (ii) an Authorised Accredited Pharmacist.
- (b) If the Provider provides RMMR Services through an Authorised Accredited Pharmacist, the Provider must:
 - (i) ensure that the ACF is, at all times during the Term, provided with up to date details of the Authorised Accredited Pharmacist's full name, accreditation and contact details; and
 - (ii) ensure that the Authorised Accredited Pharmacist complies with the Provider's obligations under this Agreement.

2.5 Notice to Medicare Australia

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

3. ACF's Obligations

The ACF must, during the Term:

- (a) 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 to Medicare Australia for the purpose of the RMMR Service, before an RMMR Service is provided to that Eligible Resident;
- (b) cooperate with the Provider and any Authorised Accredited Pharmacist, including by providing the Provider and any Authorised Accredited Pharmacist with access to the following when reasonably required by the Provider or the Authorised Accredited Pharmacist, for the purpose of the Provider or Authorised Accredited Pharmacist making available and providing an RMMR Service:
 - (i) the Eligible Resident;
 - (ii) the records of the Eligible Resident;

- (iii) the ACF's premises, and a room on those premises that is suitable for the conduct of the RMMR Service; and
- (iv) the staff of the ACF who attend the Eligible Resident;
- (c) comply with all applicable workplace health and safety laws, and use all reasonable endeavours to ensure the ACF's premises are safe for the Provider, Authorised Accredited Pharmacists, and the Provider's other personnel to work in;
- (d) comply with, and ensure that the Provider and any Authorised Accredited Pharmacist is 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;
- (e) keep a record of the recommendations of all reports provided by the Provider under clause 2.2(b);
- (f) notify the Provider of the names of any new Eligible Residents and their GP within 4 weeks after their arrival at the ACF;
- (g) inform all Eligible Residents of the availability of the RMMR Services; and
- (h) provide any assistance reasonably required by the Provider for the purpose of making a Claim for Payment, and ensure that the Director of Nursing signs any Claim for Payment.

4. Mutual obligations

- (a) 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*.
- (b) The parties must act reasonably in attempting to agree on a mutually convenient time for an RMMR Service.

5. Remuneration and exclusivity

- (a) The Provider and any Authorised Accredited Pharmacist must not charge the ACF or any Eligible Resident, and the ACF is not required to pay the Provider or an Authorised Accredited Pharmacist, for the provision of RMMR Services.
- (b) The Provider, and the Director of Nursing in authorising a Claim for Payment, must ensure that all Claims for Payment are true, correct and not misleading.
- (c) The ACF 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, RMMR Services to residents of the ACF.

6. Termination

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

7. Confidential Information

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

- (a) 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;
- (b) use it only for purposes relating to this Agreement; and
- (c) 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.

8. Dispute resolution

8.1 Process for resolving disputes

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

- (a) first, the party claiming that there is a dispute will send to the other a notice setting out the nature of the dispute;
- (b) 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;
- (c) third, the Parties have 15 Working Days from the sending of the notice to reach a resolution; and
- (d) 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.

9. Notices

9.1 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.

9.2 Method by which notice may be given

Any notice, request or other communication may be:

- (a) delivered by hand, or sent by pre-paid post; or
- (b) 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.

9.3 When notice is received

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

- (a) if delivered by hand, upon delivery;
- (b) if sent by post, 2 Working Days after the date on which it was sent;

- (c) 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
- (d) 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: _____

[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 a company, use the following execution clause:]

EXECUTED by [INSERT NAME OF PROVIDER])
in accordance with)
section 127(1) of the Corporations)
Act 2001 (Cwlth) by authority of its)
directors:)

)
)
)
)
.....)

Signature of director)

.....
Signature of director/company secretary*

*delete whichever is not applicable

)
)
.....)
Name of director (block letters))

.....
Name of director/company secretary* (block letters)

*delete whichever is not applicable

