



AGREEMENT

for

**the Provision of Collaborative and Pharmacists
Residential Medication Management Review
and Associated Quality Use of Medicines Services**

between

.....

and

.....

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Agreement

Parties **ABN** **of**

.....
(the **ACH**)

and

..... **ABN** **of**

.....
(the **Provider**)

Commencement date of Agreement

Termination date of Agreement

Background

- A. The Commonwealth funds the provision of Residential Medication Management Review Services to residents of certain Aged Care Homes to meet medication-related needs and to identify, resolve and prevent medication related problems.
- B. The Provider has entered into an agreement with Medicare Australia whereby the Provider has been approved to provide Residential Medication Management Services.
- C. The Provider has agreed to provide the Residential Medication Management Review Services to eligible residents of the Aged Care Home on the following terms and conditions.

Operative Provisions

1. Definitions and Interpretation

Definitions

In this Agreement:

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

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

Accredited Pharmacist means the person approved by Medicare Australia to undertake Residential Medication Management Reviews;

Agreement means this agreement between the Parties and includes all schedules attached hereto;

Collaborative RMMR means the RMMR Service where both the Eligible Resident's General Practitioner and the Accredited Pharmacist participate in the RMMR;

Commencement Date means the date both Parties sign this Agreement or if it is signed on separate days, the date on which the last Party to sign the Agreement does so;

Confidential Information means information that is by its nature confidential or 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 a Party without restriction in relation to disclosure; or
- (c) has been independently developed or acquired by the a Party;

Director of Nursing means the Director of Nursing of the ACH or the authorised representative;

Eligible Resident means a person living permanently in the ACH who is not eligible for a Home Medicines Review or a person who is authorised to act on the Eligible Resident's behalf;

Pharmacist RMMR means the RMMR Service provided by an Accredited Pharmacist only;

QUM Service means the services described in Schedule 1 and Attachment 2 *QUM Service Definition* which meet Standard 2.7 - Medication Management of *The Standards for Aged Care Facilities*;

Registered Pharmacist means a person who is registered as a pharmacist;

RMMR means the Residential Medication Management Review services described in Attachment 1 *RMMR Service Definition*;

RMMR Service means the RMMR and the QUM Service services provided in accordance with the:

- (a) *Guidelines for the Administration of the Collaborative and Pharmacist Residential Medication Management Review (RMMR) Program and Associated Quality Use of Medicine (QUM) Services* published by the Commonwealth Department of Health and Ageing (as Amended from time to time);
- (b) *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 June 2006 (as amended from time to time); and
- (c) *Guidelines for Medication Management in Residential Aged Care Facilities* published by the Australian Pharmaceutical Advisory Council in November 2002 (as amended from time to time);

Term means the period commencing on the Commencement Date and terminating on the anniversary of that date;

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

1.2 In this Agreement:

- (a) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention:
- (b) words importing persons include a partnership and a body whether corporate or otherwise; and
- (c) a reference to a clause or a Schedule is a reference to a clause or an Schedule of this Agreement as amended in accordance with this Agreement from time to time.

Laws

1.3 The laws of the State or Territory in which the RMMR Service is performed apply to this Agreement.

Entire Agreement

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

2. Provider's Obligation

2.1 The Provider must provide the RMMR Services to the ACH during the Term of this Agreement.

2.2 The RMMR Services must be provided by an Accredited Pharmacist.

2.3 The Provider must keep full and accurate records and reports of each RMMR and QUM Service that have been conducted.

2.4 The Provider must contact the Eligible Resident's General Practitioner if its records show that a period of more than 12 months has elapsed since the last RMMR Service in order to schedule another RMMR Service.

2.5 The Provider, the ACH and the General Practitioner (where applicable) must agree a mutually convenient time for the RMMR Service.

Collaborative RMMR

2.6 If a Collaborative RMMR is to be provided, the Accredited Pharmacist must co-operate with the General Practitioner and provide a report to the General Practitioner and the ACH.

Pharmacist RMMR

2.7 If a Pharmacist RMMR is to be provided, the Provider must make the outcome of the RMMR available to the ACH.

QUM

2.8 The Provider must provide QUM Services to the ACH during the Term of this Agreement.

- 2.9 The QUM Service, as nominated by the ACH, must be provided in accordance with the Schedule.
- 2.10 QUM Services must be documented within the quarterly report and countersigned by the ACH. These reports must be submitted to Medicare Australia in March, June, September and December for the term of this Agreement.

Reports

- 2.11 The Provider must provide the ACH with a written report within 10 Working Days of the RMMR Service.

Claim for Payment

- 2.12 The Provider must obtain the Director of Nursing's signature on any Claim for Payment it submits to Medicare Australia.

Subcontracting

- 2.13 The Provider may subcontract out its provision of QUM Services obligations under this Agreement with the prior written consent of the ACH.
- 2.14 If the Provider subcontracts the provision of QUM Services they must:
- (a) remunerate the subcontractor appropriately;
 - (b) ensure the subcontractor provides the appropriate QUM Services; and
 - (c) ensure the applicable Professional Guidelines and Standards, in relation to QUM Services, are adhered to by the subcontractor.

3. ACH's Obligations

- 3.1 The ACH must ensure that the Eligible Resident has consented to the making available of the Eligible Resident's records to the Provider and to Medicare Australia for the purpose of the RMMR Service.
- 3.2 The ACH must provide the Provider with sufficient access to the records of the Eligible Resident to enable the Provider to undertake the RMMR Service.
- 3.3 The ACH must take note of the recommendations of the QUM report provided by the Provider.
- 3.4 The ACH must notify the Provider of the names of any new Eligible Residents within 3 months of their arrival at the ACH.
- 3.5 The ACH must provide the Provider with access to:
- (a) each Eligible Resident;
 - (b) the Eligible Resident's family and/or carers if appropriate and/or possible; and
 - (c) staff of the ACH who attend the Eligible Resident.
- 3.6 The ACH must only sign any Claim for Payment prepared by the Provider where it can verify that the RMMR Service has been provided in relation to the named Eligible Resident.

- 3.7 The ACH must only sign the quarterly QUM service report prepared by the Provider when it can verify that the QUM services have been provided by the Provider during that time frame.

4. Protection of Personal Information

- 4.1 Both Parties agree that they will comply with the provisions of the *Privacy Act 1988* and relevant Principles of the *Aged Care Act 1997*.

5. Remuneration

- 5.1 The Provider must only seek payment for the provision of RMMR Services from Medicare Australia where the RMMR Service have been rendered during the Term of this Agreement.

6. Termination

- 6.1 Either Party may terminate this Agreement at any time during the Term by giving 30 days notice in writing to the other Party.
- 6.2 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.

7. Confidential Information

Duty of confidentiality

- 7.1 Subject to clause 7.3, each Party, in relation to any Confidential Information:
- (a) must not, 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.

Medicare Australia may disclose in certain circumstances

- 7.2 Both Parties acknowledge that Medicare Australia may reveal Confidential Information in the following circumstances:
- (a) to the extent required by law or by a lawful requirement of any government or governmental body, authority or agency;
 - (b) if required in connection with legal proceedings;
 - (c) for public accountability reasons, including a request for information by Parliament or Parliamentary Committee or a Commonwealth Minister; or
 - (d) for any other requirement of the Commonwealth of Australia.

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 try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution;
- (c) third, the Parties have 10 Working Days from the sending of the notice to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure; and
- (d) last, if:
 - (i) there is no resolution or agreement; or
 - (ii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 Working Days of the submission, or such extended time as the Parties may agree in writing before the expiration of the 15 Working Days,

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 is to be delivered by hand, sent by pre-paid post or transmitted by facsimile.

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 pre-paid ordinary post within Australia, upon the expiration of 2 Working Days after the date on which it was sent; and
- (c) if transmitted electronically, upon receipt by the sender of an acknowledgement that the communication has been properly transmitted to the recipient.

SCHEDULE

1. QUM SERVICES

Where relevant, list the agreed details of the service to be provided, including the type and frequency of the QUM Service. Frequency can be listed as weekly, fortnightly, monthly, as required etc to suit the needs of the Aged Care Home.

QUM Service	Frequency or Not Applicable
Medication Advisory Activities	
Participate in drug usage evaluation (DUE)	
Advise members of the health care team on a range of issues, including storage, dose forms, 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, 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 ACH staff.	
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.	
Other	

Attachment 1

RMMR Service Definition

1. Responsibilities of the Approved RMMR Service Provider

- 1.1 An Approved RMMR Service Provider must ensure RMMR Services are conducted by an authorised Accredited Pharmacist who is able to respond appropriately to GP and ACH requests relating to RMMR Services. They must also ensure the RMMR Services are conducted in accordance with the Guidelines and adhere to recognised professional standards and the following approved guidelines:
- i) *Guidelines and Standards for the Collaborative and Pharmacist Residential Medication Management Review (RMMR) and Associated Quality Use of Medicine (QUM) Services* developed by the Pharmaceutical Society of Australia in June 2006 (or any revised guidelines issued by that body); and
 - ii) *Guidelines for Medication Management in Residential Aged Care Facilities* developed by the Australian Pharmaceutical Advisory Council in November 2002 (or any revised guidelines issued by that body).
- 1.2 Approved RMMR Service Providers are responsible for ensuring that:
- i) comprehensive RMMR Services are available to Eligible Residents in the ACH for which they hold a RMMR Service Agreement;
 - ii) the outcomes of the RMMR Service are provided to the GP, where appropriate, to inform the GP's decisions on appropriate medication management strategies for the Eligible Resident;
 - iii) the ACH is provided with the full name, accreditation details and up-to-date contact details for the Accredited Pharmacist who is authorised to conduct medication reviews at that facility; and
 - iv) all claims for payment for RMMR Services are completed truthfully and accurately.
- 1.3 Approved RMMR Service Providers can nominate Accredited Pharmacists to conduct RMMR Services on their behalf:
- at the time of seeking approval from Medicare Australia to become an Approved RMMR Service Provider by including Accredited Pharmacists details in the application form; or
 - subsequent to gaining approval as an Approved RMMR Service Provider, by providing the new Accredited Pharmacist details to Medicare Australia.

2. Communication when conducting a Collaborative and Pharmacist RMMR Service

- 2.1 To facilitate collaboration between pharmacists and GPs in the medication review process, the GP and Accredited Pharmacist should agree on a preferred way of communication on issues and information relating to the provision of medication reviews in that facility. This may include issues such as:
- i) understanding of the Pharmacist's role in the ACH;
 - ii) contact arrangements for the various circumstances that may arise from the RMMR Service (eg. the GP and Accredited Pharmacist may decide that verbal communication is not required in situations where there are no recommended medication changes); and

- iii) critical times where the GP and Accredited Pharmacist may meet within the ACH (eg. at Medication Advisory Committee meetings).
- 2.2 The RMMR Service Provider should ensure adequate communication with the Supply Pharmacist, DON or authorised representative and the ACH nursing staff.

3. Consent

- 3.1 The Accredited Pharmacist and other health professionals sharing information in the course of a medication review must not act in a way that is inconsistent with the National Privacy Principles in Schedule 3 to the *Privacy Act 1988*.
- 3.2 Consent from Eligible Residents to the conduct of medication reviews by the Accredited Pharmacist and the associated sharing of necessary information between health professionals should be obtained as part of the ACH's admission procedures.
- 3.3 When a new RMMR Service Agreement is entered into, the Approved RMMR Service Provider should confirm with the ACH that appropriate consent has been obtained by the ACH from Eligible Residents.
- 3.4 Requirements with regard to the consent to the GP component of the RMMR Service, when a Collaborative RMMR is conducted, are not included in these Guidelines. Requirements for the GP component of the RMMR Service are detailed under Item 903 of the Medicare Benefits Schedule.

4. Service Frequency

- 4.1 In the case of a Collaborative RMMR, the requesting GP will refer an Eligible Resident for a RMMR Service in accordance with professional practice and Explanatory Notes for Item 903 of the Medicare Benefits Schedule.
- 4.2 In circumstances where there is no GP request for a Collaborative RMMR, the Accredited Pharmacist nominated by the Approved RMMR Service Provider should work closely with the DON or authorised representative in selecting Eligible Residents for a RMMR Service. Priority should be given to Eligible Residents with the following characteristics:
- taking five or more regular medications,
 - taking more than 12 doses of medication per day,
 - suffering from multiple medical conditions,
 - admitted to the facility in the last four weeks,
 - had significant changes made to their medication regimen in the last three months,
 - on medication with a narrow therapeutic index or requiring therapeutic monitoring,
 - with symptoms suggestive of adverse drug reaction,
 - with a sub-therapeutic response to treatment,
 - suspected of non-compliance or not managing drug related therapeutic devices,
 - self managing medications that are at risk due to language difficulties, dexterity problems, impaired sight or cognitive difficulties,
 - increasing frailty; or
 - changes in health status.

- 4.3 An Eligible Resident is entitled to one RMMR Service, either a Pharmacist RMMR or a Collaborative RMMR in any 12 month period following the previous RMMR Service.
- 4.4 An additional Collaborative RMMR Service may be conducted within fewer than 12 months after the previous RMMR Service for that resident where, in the opinion of the Eligible Resident's GP, an additional Collaborative RMMR is required due to a significant change in the Eligible Resident's medical condition or medication regimen.

5. Requesting a review

- 5.1 Where possible, the Approved RMMR Service Provider should notify an Eligible Resident's usual GP when that Eligible Resident is due for an annual medication review (i.e. where more than 12 months has elapsed since the previous RMMR Service). This will ensure that the GP has the opportunity to initiate a Collaborative RMMR where required.
- 5.2 Where a Collaborative RMMR is to be conducted, the GP will initiate a Collaborative RMMR, issue the Accredited Pharmacist with a written request for review of a particular Eligible Resident, and provide clinical information to support the review process.
- 5.3 In situations where the GP indicates that a Collaborative RMMR is not required but may be required in the foreseeable future, for instance, following an anticipated period of hospitalisation for the Eligible Resident, the RMMR Service should be scheduled accordingly.
- 5.4 Where a Collaborative RMMR is not required the Accredited Pharmacist may then conduct a routine Pharmacist RMMR for the Eligible Resident.
- 5.5 An additional RMMR Service (e.g. where the previous RMMR Service was conducted within less than 12 months) for a particular Eligible Resident may be requested in special circumstances as described under 4.2, by the Eligible Resident, the Eligible Resident's carer, DON or authorised representative, ACH staff or other health professional. In this case, the Approved RMMR Service Provider should notify the Eligible Resident's usual GP that a RMMR Service has been requested. Upon notification of such a request:
- i) the GP may decide to initiate a Collaborative RMMR, issue the Accredited Pharmacist with a written request for a RMMR Service of a particular Eligible Resident, and provide clinical information to support the review process; or
 - ii) the GP may decide the Eligible Resident does not need an additional RMMR Service and notify the Approved RMMR Service Provider.

6. Review Process for New Residents

- 6.1 Generally an initial RMMR Service should be conducted for all new Eligible Residents as soon as possible and ideally within six to twelve (6-12) weeks of admission into the ACH. It is recommended that this initial medication review be conducted as a Collaborative RMMR where possible.
- 6.2 Where clinical needs dictate, the GP should request a Collaborative RMMR for a new Eligible Resident as soon as possible after admission so that the review can be scheduled appropriately. To facilitate this process the Approved RMMR Service Provider (or authorised Accredited Pharmacist as appropriate) or ACH staff may contact the GP about scheduling the initial medication review.
- 6.3 The GP may decide to initiate a Collaborative RMMR and issue the Accredited Pharmacist with a formal request for review of a particular Eligible Resident. Where the GP indicates that a Comprehensive Medical Assessment (CMA) for that Eligible Resident is being undertaken, the

pharmacist component should be conducted after the CMA is completed, allowing the outcomes of the assessment to be incorporated into the supporting information.

- 6.4 Where the GP has not indicated that a Collaborative RMMR is required the Accredited Pharmacist can then conduct the first routine medication review as appropriate.

Quality Use of Medicines Service definition

1. Policy framework

- 1.1 Quality Use of Medicines (QUM) is an important arm of Australia's National Medicines Policy. It recognises that in order to achieve quality use of medicines, consumers must be provided with the most appropriate treatment, and have the knowledge and skills to use medicines to their best effect. QUM depends on committed teamwork between all members of the health care team. Pharmacists have a particularly important role to play in promoting the quality use of medicines, through promoting good treatment choices, good communication with consumers and collaboration with other health practitioners including GPs. Approved RMMR Service Providers and QUM Service Providers are required to work closely with the ACH in ensuring optimal health outcomes for residents.
- 1.2 A "whole of facility" approach to QUM is to be adopted by the pharmacists. There is a need to identify activities involved in facility-wide medication management and QUM services (as distinct from individual, resident-focused, medication management reviews) and understand how they relate to individual reviews and to facility needs. These services impact on QUM at a facility, rather than individual level.
- 1.3 The Approved RMMR Service Provider must ensure that QUM services are conducted in accordance with the Guidelines and adhere to recognised professional standards and the following approved guidelines:
- *Guidelines and Standards for the Collaborative and Pharmacist Residential Medication Management Review (RMMR) and Associated Quality Use of Medicine (QUM) Services* developed by the Pharmaceutical Society of Australia in June 2006 (or any revised guidelines issued by that body); and
 - *Guidelines for Medication Management in Residential Aged Care Facilities* developed by the Australian Pharmaceutical Advisory Council in November 2002 (or any revised guidelines issued by that body).
- 1.4 Payment for QUM services forms part of the RMMR Service payment and is not paid separately. The RMMR Service Provider, in consultation with the ACH, may arrange for a different pharmacist to provide the agreed QUM services. In this case agreement will need to be reached between the Approved RMMR Service Provider and the pharmacist providing QUM Services. It is the responsibility of the Approved RMMR Service Provider and the ACH to ensure that the ACH receives appropriate QUM services.

2. Agreement between the RMMR Service Provider and ACH

- 2.1 It is the responsibility of ACH and the contracted Approved RMMR Service Provider to develop and agree on the specified activities that are best catered for the individual needs of the ACH.
- 2.2 The RMMR Service Agreement should include specific QUM activities that are agreed between the ACH and the Approved RMMR Service Provider. The Approved RMMR Service Provider and the ACH may negotiate a range of QUM activities that are best suited to the ACH.

3. QUM Activities

- 3.1 The following are examples of QUM activities that may be included in the RMMR Service Agreement between the ACH and the Approved RMMR Service Provider:
- i) 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 MACs;
 - 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.
- ii) 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 ACH staff, including provision of newsletters.
- iii) 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.

SIGNED as an Agreement

Service Provider

SIGNED for and on behalf of (ABN.....)
of
.....
on

_____ *Date*
by:

_____ *Name of Authorised signatory* _____ *Authorised signatory signature*

in the presence of:

_____ *Name of witness* _____ *Signature of witness*

Aged Care Home

SIGNED for and on behalf of (ABN.....)
of
.....
on

_____ *Date*
by:

_____ *Name of Authorised signatory* _____ *Authorised signatory signature*

in the presence of:

_____ *Name of witness* _____ *Signature of witness*