

Clinic – Deed



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Introduction

- A. MR Assist owns the Website.
- B. This Deed applies to Clinics using the Website.
- C. MR Assist has agreed to grant the Clinic a licence on the terms of this Deed to use and access the Website for the Permitted Use.
- D. You accept the terms and conditions of this Deed when you sign up for, access, or use our products, services, content, features, technologies or functions offered on our Website and all related sites, applications, and services.
- E. We may amend this Deed at any time by posting an updated version on the Website. The revised version will be effective immediately from the time it is posted. If the revised version includes a substantial change, we will provide you with 30 days' prior notice by posting notice of the change on the "Policy Updates" page of our website. After this 30 day notice period, you will be considered as having expressly consented to all amendments to this Deed.

Part 1 - Licence

1. Grant of Licence

- 1.1 MR Assist grants to the Clinic a limited, non-exclusive licence to the Clinic to use the Website for the Term for the Permitted Use.
- 1.2 The Licence commences on the Commencement Date.
- 1.3 The Clinic accepts the licence granted by the Clinic on the terms and conditions of this Deed.

2. Encumbrance

The Clinic must not at any time, without the prior written consent of MR Assist:

- 2.1 make any Deed or arrangement with a third party that purports to grant any Encumbrance or other right, title or interest in the Website to that or any other third party; and
- 2.2 bring any proceedings or take any action or make any claim or demand in respect of the Website.

3. Ownership

- 3.1 The Licence does not confer on the Clinic any goodwill or proprietary interest in the Website.
- 3.2 MR Assist will continue to own the Website and any goodwill associated with or attaching to the Website.

4. **Sub-Licence**

This Deed does not confer on the Clinic an ability to grant sub-licenses in respect of the Website.

5. **Obligations on Clinic**

5.1 The Clinic must use its best endeavours to preserve the value and validity of the Website and must do all things reasonably necessary (at its cost) for the protection of the Website from any unauthorised access and use and from any damage.

5.2 The Clinic must notify MR Assist immediately after becoming aware of any suspected or actual, damage to or unauthorised access or use of the Website by any person.

5.3 The Clinic must provide all assistance and documents required or reasonably requested by MR Assist in relation to any proceedings that MR Assist may take against any person for infringement of, damage to or unauthorised use of the Website

6. **Restraint on Clinic**

The Clinic must not set establish, attempt to establish, or assist a third party to establish a Website that is the same as, or substantially identical to the Website.

Part 2 - Termination

7. **Termination**

7.1 **Immediate Termination**

MR Assist may terminate this Deed at any time with immediate effect by giving notice to the Clinic if:

7.1.1 the Clinic has committed a material breach not capable of remedy;

7.1.2 the Clinic has committed a material breach capable of remedy and has failed to remedy that breach within fourteen (14) days after the service of written notice specifying the breach and requiring it to be remedied;

7.1.3 an event referred to in **clause 7.3** occurs or

7.1.4 the Clinic fails to comply with **clauses 4 or 5**.

7.2 **Termination with Notice**

MR Assist may terminate this Deed with at least 30 days written notice to the Clinic.

7.3 **Notification Events**

The Clinic must notify MR Assist immediately if:

7.3.1 it ceases to carry on business;

7.3.2 any step is taken to enter into any arrangement between the Clinic and its creditors;

- 7.3.3 it ceases to be able to pay its debts as they become due;
- 7.3.4 any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of its assets, business or undertakings;
- 7.3.5 any form of legal action or court proceedings is brought against the Clinic; or
- 7.3.6 any step is taken to appoint a receiver, administrator or liquidator or other like person of the whole or any part of its assets or business.

7.4 Consequences of Termination

- 7.4.1 Upon the expiry of the Term or the termination of this Deed, the Clinic must immediately:
 - (a) cease using and accessing the Website; and
 - (b) return to MR Assist any documentation and property in relation to the Website and any Confidential Information in the Clinic's possession or control.
- 7.4.2 Upon expiry of the Term or termination of this Deed, the Clinic will not again use the Website without the prior written consent of MR Assist and the Clinic accepts that all rights in the Website belong to MR Assist to the exclusion of the Clinic.
- 7.4.3 Termination of this Deed will not affect the accrued rights or remedies of either party.

Part 3 - Standard terms

8. Effect of introduction

The introduction is correct and forms part of this Deed.

9. Entire Deed

- 9.1 This Deed records the entire Deed between the parties as to its subject matter.
- 9.2 Any prior or collateral Deed related to the subject matter of this Deed is rescinded by this Deed. The parties release each other from all claims in respect of any prior or collateral Deed.
- 9.3 Any representation not expressly warranted in this Deed is withdrawn. The parties do not rely upon any representation that is not expressly warranted in this Deed. The parties release each other from all claims in respect of any representation that is not expressly warranted in this Deed.

10. Confidentiality

10.1 Obligation

- 10.1.1 Each party must keep confidential any Confidential Information obtained from the other party in the course of the negotiations for or performance of

this Deed, as well as the terms of this Deed, and the subject matter of this Deed or the transaction provided for in it.

10.1.2 No party may use or disclose the Confidential Information of any other party for any purpose other than that which the information was disclosed.

10.2 **Survival of Obligations**

The obligations of confidentiality under this Deed survive the expiration or termination of this Deed.

10.3 **Permitted Disclosure**

Each party may only disclose another party's Confidential Information to those of its employees, contractors or professional advisers who need to know the information and who are aware of the confidential nature of the information.

10.4 **Ownership**

Unless otherwise provided in this Deed, no party will acquire any title to any Confidential Information or other Intellectual Property of any other party.

11. **Other acts**

Each party must, at its expense, promptly do all things reasonably necessary to give full effect to this Deed.

12. **Costs**

12.1 Each party must bear its own costs in relation to the negotiation, preparation and execution of this Deed.

12.2 The Clinic must pay all stamp duty, registration fees and any other government charges payable in respect of this Deed and must indemnify MR Assist against liability for such duty and charges.

13. **GST**

13.1 **Construction**

In this clause:

13.1.1 words and expressions which are not defined in this Deed but which have a defined meaning in GST Law have the same meaning as in the GST Law; and

13.1.2 **GST Law** has the same meaning given to that expression in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

13.2 **Consideration GST exclusive**

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Deed are exclusive of GST.

13.3 Payment of GST

If GST is payable by a supplier or by the representative member for a GST group of which the supplier is a member, on any supply made under this Deed, the recipient will pay to the supplier an amount equal to the GST payable on the supply.

13.4 Timing of GST payment

The recipient will pay the amount referred to in **clause 13.3** in addition to and at the same time that the consideration for the supply is to be provided under this Deed.

13.5 Tax invoice

The supplier must deliver a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under **clause 13.3**. The recipient can withhold payment of the amount until the supplier provides a tax invoice or an adjustment note, as appropriate.

13.6 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a supplier under this Deed, the amount payable by the recipient under **clause 13.3** will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

13.7 Reimbursements

Where a party is required under this Deed to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

13.7.1 the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and

13.7.2 if the payment or reimbursement is subject to GST, an amount equal to that GST.

14. Intellectual Property

14.1 Entry into this Deed does not constitute a transfer or conveyance of any Intellectual Property as at the date of this Deed.

14.2 The parties agree that they will not in any way infringe or modify, or allow a third party to infringe or modify, the Intellectual Property without MR Assist's prior written consent.

14.3 The parties agree that they will do all things reasonably necessary to enforce and protect the Intellectual Property and will notify the relevant party as soon as reasonably possible of any suspected infringement of the Intellectual Property by a third party.

14.4 All new intellectual property arising out of this Deed will be owned by a single party where it is clear that that party created the intellectual property in question.

14.5 Where it is unclear which party created any new intellectual property the matter will be resolved in accordance with **clause 15**.

15. **Dispute resolution**

15.1 **Procedure**

15.1.1 Before recourse to arbitration or litigation (other than an application for urgent interlocutory or declaratory relief) the parties must endeavour to resolve any dispute or claim arising out of or relating to this Deed or its performance ('**Dispute**') in accordance with the procedures set out in this **clause 15**.

15.1.2 All procedures set out in this **clause 15** will occur in Adelaide, South Australia.

15.1.3 The timeframes set out in this **clause 15** may be varied with the consent of all parties.

15.1.4 This **clause 15** shall continue indefinitely.

15.2 **Negotiation**

15.2.1 A party may at any time deliver to the other parties notice of a Dispute ('**Dispute Notice**'). The date upon which the Dispute Notice is delivered is referred to as the Dispute Notice Date.

15.2.2 The parties must deliver to each other a written response ('**Answer**') within 10 business days after the Dispute Notice Date. The Dispute Notice and the Answer must include a statement of each party's position and a summary of arguments supporting that position.

15.2.3 The parties must negotiate in good faith to resolve the Dispute.

15.3 **Mediation**

If the Dispute has not resolved within 20 business days of the Dispute Notice Date it will be mediated in accordance with the Australian Commercial Disputes Centre Guidelines for Commercial Mediation current at the Dispute Notice Date. Those Guidelines are incorporated into this Deed. Where there is any inconsistency between those Guidelines and this Deed, this Deed will prevail.

16. **Governing law**

This Deed is governed by the laws of South Australia. The parties submit to the jurisdiction of the Courts of South Australia. Any proceeding brought in the Federal Court of Australia must be instituted in its South Australia District Registry.

17. **Dealing with rights and obligations granted by this Deed**

The rights and obligations under this Deed:

17.1 are personal and cannot be assigned, sub-licensed or charged without the prior consent of all parties;

17.2 cannot be waived except by express notice specifying the waiver;

17.3 cannot be amended or varied without the prior consent of all parties;

17.4 are in addition to and do not effect any other rights that party may have; and

17.5 will not merge with any act done to complete or perform this Deed.

18. Parties

18.1 A party includes the party's successors and permitted assigns.

18.2 This Deed confers no rights or obligations upon any person who is not a party.

18.3 An agreement, representation, or warranty:

18.3.1 on the part of two or more persons binds them jointly and severally;

18.3.2 in favour of two or more persons is for the benefit of them jointly and severally.

18.4 A party that is a trustee is bound both personally and in its capacity as a trustee.

18.5 If the Clinic is a corporation, it will not allow any change to the power (whether legally enforceable or not) to control, whether directly or indirectly:

18.5.1 the composition of its board of directors;

18.5.2 the voting rights of the majority of its voting shares; or

18.5.3 the management of its affairs.

18.6 Unless otherwise specified, this Deed does not create a relationship of principal and agent, employer and employee, partnership or joint venture between the parties.

19. Rules of interpretation

19.1 Any provision of this Deed must be read down to the extent necessary to be valid. If that is not possible, it must be severed. All other provisions of this Deed are unaffected.

19.2 A provision of this Deed will not be construed to the disadvantage of a party because that party was responsible for including that provision and/or that provision benefits that party.

19.3 In this Deed unless the contrary intention appears:

19.3.1 a person includes any other legal entity and vice versa;

19.3.2 the singular includes the plural and vice versa;

19.3.3 a gender includes the other gender;

19.3.4 where a term is defined, its other grammatical forms have a corresponding meaning;

19.3.5 a clause or annexure is a clause of, or annexure to, this Deed;

19.3.6 a reference to a document is to that document as amended or varied;

19.3.7 any legislation includes any subordinate legislation and amendments;

- 19.3.8 conduct includes any act, omission, representation, statement or undertaking whether or not in writing; and
- 19.3.9 'including', or similar words, do not limit what else might be included.
- 19.4 Headings are for convenience and do not affect the interpretation of this Deed.

Part 4 - Dictionary

20. Dictionary

In this Deed unless the contrary intention appears:

- 20.1 **'Deed'** means this Deed;
- 20.2 **'Commencement Date'** means the date of creating a Clinic user profile on the Website;
- 20.3 **'Confidential Information'**
- 20.3.1 means:
- (a) the terms of this Deed and all information obtained in investigations or negotiations leading to this Deed; and
 - (b) all information in the possession of a party which relates to MR Assist or Clinic's businesses and which the party treats as confidential;
- 20.3.2 includes (without limitation):
- (a) business and financial records;
 - (b) computer applications source codes and programs (including MR Assist's website);
 - (c) customer contact details and information relating to prior transactions with customers;
 - (d) discoveries, know how inventions;
 - (e) formulae, processes and techniques, and
- 20.3.3 excludes information in the public domain (otherwise than as a result of a breach of this Deed or any other duty of confidence);
- 20.4 **'Encumbrance'** means any interest or power that is reserved in or over any interest in any asset and that may have a material adverse effect on the interest encumbered. It includes any retention of title or security for the performance of any obligation;
- 20.5 **'Intellectual Property'** means any rights in the Website, including the name and brand 'MR Assist' and any goodwill in that name and brand,

whether or not existing at the date of this Deed and whether or not registered or registrable and includes any and all variations, modifications or enhancements to each of them together with any application or right to apply for registration of those rights and includes all renewals and extensions.

- 20.6 **'Licence'** means the licence granted by this Deed;
- 20.7 **'Permitted Use'** means the use of the Website by general practitioners of the Clinic to:
- 20.7.1 refer patients to their preferred home medicines review provider in accordance with paragraphs 3.4-3.6 of the 5th Community Pharmacy Deed, Programme Specific Guidelines, Home Medicines Review (a copy of which is contained in Schedule 1); and
- 20.7.2 access the Home Medicines Review Report as described in paragraph 5.2 of the 5th Community Pharmacy Deed, Programme Specific Guidelines, Home Medicines Review (a copy of which is contained in Schedule 1).
- 20.7.3 access the Medication Management Plan as described in paragraph 5.3 of the 5th Community Pharmacy Deed, Programme Specific Guidelines, Home Medicines Review (a copy of which is contained in Schedule 1).
- 20.8 **'Term'** means a term commencing on the Commencement Date and ending on the termination of this Deed in accordance with **clause 7**; and
- 20.9 **'Website'** means the website address www.mrassist.com.au and related websites developed and operated by MR Assist and its related entities.

Part 5 - Execution

21. Execution

- 21.1 This Deed is executed when you sign up for, access, or use our products, services, content, features, technologies or functions offered on our Website and all related sites, applications, and service.
- 21.2 This Deed is executed as a Deed.

Schedule 1

5th Community Pharmacy Deed

Programme Specific Guidelines, Home Medicines Review

Programme Specific Guidelines

Home Medicines Review (HMR)

Effective from 1 March 2014



Australian Government
Department of Health



**The Pharmacy
Guild of Australia**

Home Medicines Review



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This document must be read in conjunction with the 5CPA General Terms and Conditions.
All definitions in the 5CPA General Terms and Conditions apply in these Programme Specific Guidelines.

1. Definitions

HMR means Home Medicines Review, (also known as *Domiciliary Medication Management Review (DMMR) under the Medicare Benefits Schedule*).

HMR Service means a review requested by the eligible Patient's general practitioner, in which the general practitioner, Community Pharmacy, Accredited Pharmacist, Patient, and where appropriate, a carer or other member of the health care team participate.

HMR Service Provider means any of the following who have been approved to provide HMR Services in accordance with the 5CPA General Terms and Conditions and these Programme Specific Guidelines;

- An owner of an approved Section 90 Community Pharmacy; or
- A business entity with an Australian Business Number (ABN), this includes an Accredited Pharmacist operating as a sole trader;
- A business entity does not include:
 - any organisation that is able to initiate a referral for the HMR Service
 - a Section 94 Pharmacy or
 - a public or private hospital

Patient is a person living at home in the community setting.

2. Introduction

2.1 Background


The Fifth Community Pharmacy Agreement (5CPA) provides funding to a suite of medication management Programmes and their respective services including the Home Medicines Review (HMR) Programme. Indicative funding of up to \$52.11 million is allocated for the HMR Programme.

The policy intent of the HMR Programme is to enhance the quality use of medicines and reduce the number of adverse medicines events through a comprehensive medication review conducted by an Accredited Pharmacist in the Patient's home.

The objectives of a HMR are to:

- Achieve safe, effective, and appropriate use of medicines by detecting and addressing medicine-related problems that interfere with desired Patient outcomes;
- Improve the Patient's quality of life and health outcomes using a best practice approach, that involves cooperation between the general practitioner, pharmacist, other relevant health professionals and the Patient (and where appropriate, their carer);
- Improve the Patient's, and health professional's knowledge and understanding about medicines;
- Facilitate cooperative working relationships between members of the health care team in the interests of Patient health and wellbeing; and,
- Provide medication information to the Patient and other health care providers involved in the Patient's care.

A HMR Service is available to an eligible Patient whose general practitioner (GP) determines that a HMR is clinically necessary to address the Patient's needs and optimise the Patient's quality use of medicines.

A complete HMR Service includes the service provided by the GP, the HMR Service Provider and the Patient's choice of/usual Community Pharmacy from the time the Patient is identified through to the implementation and ongoing monitoring of the medication management plan. 

3. Participation in the HMR Programme

3.1 Requirements for participation

HMR Service Providers must fulfill the following requirements for ongoing participation in the HMR Programme:

- 1) Abide by the Programme 5CPA General Terms and Conditions available from www.5cpa.com.au
- 2) Undertake to provide the HMR Service in accordance with these Programme Specific Guidelines;
- 3) Be able to certify that the same Accredited Pharmacist (who is approved to conduct HMR Services) will conduct the Patient interview, the clinical assessment and report writing steps of the HMR Service;
- 4) Understand that no more than twenty (20) HMR Services per HMR Service Provider per calendar month will be remunerated;
- 5) Understand that any Accredited Pharmacist can conduct no more than a total of twenty (20) HMR Services per calendar month (*irrespective of the number of HMR Service Providers they provide HMR Services on behalf of*);
- 6) Provide the HMR interview in the Patients' home, unless prior approval is granted in accordance with clause 7.

3.2 Patient Eligibility Criteria

The Patient must satisfy the following mandatory HMR Service eligibility criteria:

- The Patient is a current Medicare/DVA cardholder;
- The Patient is living in a community setting;
- The Patient is at risk of or experiencing medication misadventure; and
- The GP confirms that there is an identifiable clinical need and the Patient will benefit from a HMR Service.

HMR Services are not available to in-patients of public or private hospitals, day hospital facilities, transition care facilities or to residents of a Government Funded Facility.

3.3 Frequency of service

One HMR Service can be conducted per eligible Patient on referral from a GP.

A subsequent HMR may only be conducted if more than 24 months has elapsed since the date of the most recent Patient interview or when the Patient's GP specifically deems a subsequent review is clinically necessary, such as when there has been significant change to the Patient's condition or medication regimen.

Reasons why an additional review may be requested include:

- Discharge from hospital after an unplanned admission in the previous four weeks;
- Significant change to medication regimen in the past three months;
- Change in medical condition or abilities (including falls, cognition, physical function);
- Prescription of a medicine with a narrow therapeutic index or requiring therapeutic monitoring;
- Presentation of symptoms suggestive of an adverse drug reaction;
- Sub-therapeutic response to therapy;
- Suspected non-compliance or problems with managing medication-related devices; or
- Risk of, or inability to continue managing own medicines due to changes in dexterity, confusion or impaired vision.¹

Provision of a subsequent Home Medicines Review must not be triggered solely by an "anniversary" date; the Service is not intended to be an ongoing review cycle.

¹Guidelines for pharmacists providing Home Medicines Review (HMR) services. (2011) Pharmaceutical Society of Australia Canberra

3.4 Identifying a Patient

A HMR could benefit a Patient for whom quality use of medicines may be an issue or; patients who are at risk of medication misadventure because of factors such as their co-morbidities, age or social circumstances, the characteristics of their medicines, or the complexity of their medication treatment regimen.

If the Patient has not been identified by the GP, a recommendation based on the Patient's current clinical need should be provided to the GP. The recommendation may be provided by a Registered Pharmacist, the Patient/carer or another health care professional. However, the GP is required to provide the initial referral.

3.5 Referral

The Patient's GP will assess eligibility and outline the HMR Service to the Patient. If the Patient agrees that a HMR Service is necessary and is willing to have the interview conducted in their home, the GP will obtain Patient consent to participate in the HMR Service. Following a discussion between the GP and Patient, the Patient may choose to be referred to the Patient's choice of/usual Community Pharmacy or to an Accredited Pharmacist who meets the Patient's needs. The HMR referral should include reason for referral and all relevant prescribing and clinical history. The Patient interview must take place within ninety (90) days of the date of the referral to be remunerated under the Home Medicines Review Programme.

3.6 Patient consent

If the GP and the Patient determine a Home Medicines Review meets the Patient's needs, the HMR Service Provider must receive Patient consent prior to conducting the Patient interview to allow:

- Access to relevant Patient data from the Patient's usual Community Pharmacy; and
- A copy of the written HMR report to be provided to the Patient's choice of Community Pharmacy/s (with Patient consent).

3.7 Timeliness

The HMR Service Provider is required to arrange the interview with the Patient and advise the referring GP of the details, including the date of the interview and details of the Accredited Pharmacist conducting the HMR Service, unless the GP has indicated a preference not to receive this information.

If the HMR Service Provider is unable to provide a HMR Service within two weeks or in the specified time frame, the HMR Service Provider must contact the GP and state when the HMR Service will be provided. The GP will determine, and discuss with the Patient if necessary, whether the specified time frame meets the Patient's needs.

3.8 Location of Patient Interview

The Patient interview must occur face-to-face at the Patient's home except in the following circumstances:

- 1) For cultural reasons; or
- 2) Because of safety concerns relating to being inside the Patient's home.

If either circumstance applies, prior approval to conduct the HMR interview in an alternative location must be obtained.

Approval for interviews conducted in an alternative location will not be granted retrospectively; interviews conducted in any location other than the Patient's home without prior approval will not be remunerated under the Home Medicines Review Programme.

4. Audit Requirements

HMR Service Providers must retain all records for seven (7) years to demonstrate that they have complied with the 5CPA General Terms and Conditions and these Programme Specific Guidelines when providing and claiming for a HMR Service.

HMR Service Providers will be subject to audits by the Australian Government to ensure HMR Services are provided in accordance with the 5CPA General Terms and Conditions and these Programme Specific Guidelines. HMR Service Providers that do not provide HMR Services in accordance with the 5CPA General Terms and Conditions and these Programme Specific Guidelines may no longer be able to participate in the HMR Programme or be eligible to receive HMR Programme payments. Under section 137.1 of the Criminal Code, giving false and misleading information is a serious offence.

5. Home Medicines Review Process

A HMR Service consists of a patient interview, clinical assessment and written HMR report provided to the referring GP and the Patient's choice of Community Pharmacy. The same Accredited Pharmacist must conduct all steps of the HMR Service. A Registered Pharmacist may participate in the provision of a HMR Service by conducting the Patient interview step only. This involvement is permitted under very limited circumstances and requires prior approval. The HMR Service Provider in receipt of the referral must lodge the claim for payment. Each approved Service Provider may conduct up to a total of twenty (20) HMR Services per calendar month that will be remunerated; any Accredited Pharmacist can conduct no more than a total of twenty (20) HMR services per calendar month that will be remunerated (*irrespective of the number of HMR Service Providers they provide HMR Services on behalf of*).

5.1 Patient Interview

The Patient interview must occur in the Patient's home and must be conducted by an Accredited Pharmacist who is approved to conduct Home Medicines Reviews. If, for reasons of cultural sensitivity or pharmacist safety, the Patient's home is not a viable location for the Patient interview, prior approval must be sought to use an alternative location. Approval to conduct the Patient interview at an alternative location must be gained prior to the interview commencing.

A Registered Pharmacist may conduct the Patient interview only when access to an Accredited Pharmacist is not possible. Approval for a Registered Pharmacist to visit the Patient at home and conduct the Patient interview must be gained prior to the Patient interview commencing. A Registered Pharmacist proposing to conduct a HMR Service outside the Patient's home must seek both forms of Prior Approval.

5.2 HMR Report

The HMR report involves assessing the information gathered from the clinical assessment and other relevant sources and preparing a written HMR report. The report must state the findings of the Review and outline recommendations to assist in the development of a medication management plan.

The report must be prepared by the Accredited Pharmacist who conducted the Patient interview and clinical assessment. When prior approval is granted for a Registered Pharmacist to conduct the Patient interview the Accredited Pharmacist must still complete the HMR Report. The HMR Service Provider must provide a copy of the written HMR report to the referring GP and discuss relevant findings and suggested management strategies.

The HMR report must also be forwarded (with patient consent) to the Patient's usual Community Pharmacy(s) or a Community Pharmacy of their choice and discussed if necessary.

5.3 Medication Management Plan

The Patient and the GP must agree on a medication management plan. With Patient consent the medication management plan should be forwarded to the Patient's usual Community Pharmacy(s) or a Community Pharmacy of their choice. The Patient's usual Community Pharmacy must contribute to the implementation where applicable and continue to monitor the medication management plan in the normal course of contact with the Patient.

6. Claims

6.1 Claim Lodgment

HMR Services must be claimed within thirty (30) days from the date of the Patient interview. Claims submitted outside this timeframe will not be paid and cannot be resubmitted.

Claims must be lodged online using the Registration and Claiming portal available at www.5cpa.com.au

6.2 Claim Amendments

HMR Service claims that are lodged with incomplete information or incorrect Patient or HMR Service Provider details will be required to be amended within thirty (30) days of the amendment notification. Claims that are not amended within thirty (30) days of the amendment notification will not be paid.

HMR Service claims that are rejected due to lodgment more than thirty (30) days from date of the Patient interview as per clause 5.1, or because the HMR interview was conducted more than ninety (90) days after the date of referral as per clause 3.5, or submitted without prior approval being granted as per clause 7, cannot be resubmitted.

HMR Service claims submitted that exceed a HMR Service Provider's or an Accredited Pharmacist's monthly cap of twenty (20) HMR Services as per clause 3.1, will not be paid and cannot be resubmitted.

6.3 Number of HMR Services that may be claimed

Each approved HMR Service Provider may claim up to a total of twenty (20) HMR Services that have been conducted within a calendar month as per clause 5.1.

6.4 Number of HMR Services that may be conducted

Each Accredited Pharmacist may conduct no more than a total of twenty (20) HMR Services that can be claimed by an approved HMR Service Provider per calendar month irrespective of the number of approved HMR Service Providers they provide HMR Services on behalf of.

7. Rural Loading Allowance

If the Patient's home is located in a rural or remote area, the HMR Service Provider may be eligible for the HMR Rural Loading Allowance. The HMR Rural Loading Allowance Programme Specific Guidelines and electronic Application Form are available at www.5cpa.com.au

8. Prior Approval

To seek prior approval on a case by case basis for a Patient interview to be conducted outside the Patient's home or for the Patient interview to be conducted at the Patient's home by a Registered Pharmacist, the HMR Service Provider must submit a Prior Approval Request via email to prior.approval@5cpa.com.au. The Prior Approval form and a submission must be provided and a detailed and reasonable justification must be outlined.

HMR Service Providers who conduct Patient interviews outside a Patient's home or by utilising a Registered Pharmacist without prior approval will not be remunerated for those reviews. Approval will not be granted retrospectively. Receiving prior approval in either situation should not be construed as a guarantee that any future application, even for identical circumstances, will be approved.

Evidence of prior approval must be included in the claim for payment where required.

8.1 Submissions for Prior Approval

Submissions must be made via email to prior.approval@5cpa.com.au at least ten (10) working days prior to the proposed date of interview. As part of the assessment process, some information contained in the submission may be shared with the Department of Health. Requests will be assessed on the evidence provided and the HMR Service Provider will be advised of the outcome via email within seven (7) working days from the date of submission.

It is the responsibility of the HMR Service Provider to explain the prior approval process to the patient (and to the Registered Pharmacist if one is to be involved at the interview stage) and seek consent for their details to be shared with the Department of Health and the Guild for the purpose of assessing the request for prior approval.

9. Resources

The PSA has developed Standards and Guidelines that intend to support pharmacists providing Home Medicines Reviews. These are available for download at www.5cpa.com.au

HMR Programme resources are available for download at www.5cpa.com.au

