

Application for approval to provide Home Medication Review (HMR) services

This is an application form for approval as a HMR service provider.

A HMR is also known as Domiciliary Medication Management Review (DMMR).

Before applying for approval as a HMR service provider, you must ensure that you satisfy the eligibility criteria specified in Clause 2 of the HMR terms and conditions, which are attached to this application form.

Applications for approval will be assessed in accordance with those eligibility criteria, however, all approvals are at the complete discretion of the Commonwealth.

If your application is approved, you will be notified by HIC in writing.

If your application is not approved, HIC will provide you with the reasons (in writing) why your application has been rejected and you will be given the opportunity to reapply.

1. Pharmacy details

Please note that only one approval to provide HMR services will be granted per approved pharmacy.

All owners of the approved pharmacy must sign this application form.

APPLICANT DETAILS

Pharmacy name	<input type="text"/>		
Name of owners	<input type="text"/>		
Street address	<input type="text"/>		
	<input type="text"/>		
Contact phone number	<input type="text"/>		
Fax number (if available)	<input type="text"/>		
E-mail address (if available)	<input type="text"/>		
NHA* section 90 approval number	<input type="text"/>		
Any previous NHA* section 90 approval numbers	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

Privacy Note: The information provided by you on this form and the attached documents will be used to assess your HMR application for approval and, should approval be granted, for maintaining HIC's pharmacy approvals database. Its collection is authorised by law and may be disclosed to the Department of Health and Ageing and to the Australian Community Pharmacy Authority.

2. Bank account details

Bank account details are not required on this application form. HIC will pay service fees into the bank account it currently holds the details on for your pharmacy. If there are changes to your bank account, you should adhere to normal HIC procedures for PBS payments.

3. Applicant's address for correspondence

An address for correspondence is not required on this application form. HIC will use the details that are currently held for your pharmacy. If there are changes to your address for correspondence details, you should adhere to normal HIC procedures for PBS payments.

Declaration — all owners must sign

I/We apply for approval as a HMR service provider and agree to comply with the HMR terms and conditions as amended from time to time by the Commonwealth. (Refer to clause 16 of the terms and conditions).

I/We certify that the information provided by me/us in this application form is true, correct and complete.

I/We agree to inform HIC immediately of any changes in the information provided in this application form or of any changes in circumstances that mean I/we may no longer satisfy the eligibility criteria for HMR service providers. This includes notification of a change in section 90 approval number.

All owners of the pharmacy have signed this application form.

Signature of owner	<input type="text"/>	Date
		<input type="text" value="/ /"/>
	Name <input type="text"/>	

Signature of owner	<input type="text"/>	Date
		<input type="text" value="/ /"/>
	Name <input type="text"/>	

Signature of owner	<input type="text"/>	Date
		<input type="text" value="/ /"/>
	Name <input type="text"/>	

Signature of owner	<input type="text"/>	Date
		<input type="text" value="/ /"/>
	Name <input type="text"/>	

When you have completed and signed this form, please send it to:

HMR Officer
Pharmaceutical Benefits Branch
Health Insurance Commission
PO Box 9826
ADELAIDE SA 5001

Terms and conditions

These are the terms and conditions governing the service provided by service providers who participate in the Home Medication Review programme.

You agree to be bound by these terms and conditions for each HMR service you provide.

Clause 1. Definitions

1.1 The following definitions apply to these terms and conditions:

Word or acronym	Definition
AACP	Australian Association of Consultant Pharmacy
Accreditation body	AACP or the Society of Hospital Pharmacists Australia
Accredited pharmacist	A pharmacist who has current accreditation to conduct medication reviews from an approved accreditation body.
Approval	An approval to perform HMR services granted by the Department of Health and Ageing under these terms and conditions.
Approved pharmacy	The pharmacy business carried on, at or from, the particular premises in respect of which a pharmacist is approved under Section 90 of the <i>National Health Act 1953</i> .
Consumer	A person, including a patient who has been referred to a HMR service provider by their treating general practitioner for a HMR service in writing with relevant clinical information.
DMMR	Domiciliary Medication Management Review
HMR interview	The interview between the consumer and the accredited pharmacist to review the consumer's use of medications.
HMR service provider or you	A person or persons who has been approved to provide HMR Services
HMR service	The service described in Attachment A to these terms and conditions
HMR service implementation module	The Quality Care Pharmacy Program HMR service implementation module, as amended from time to time, which is available from the Australian Association of Consultant Pharmacy and the Society of Hospital Pharmacists of Australia.
Eligibility criteria	The criteria for eligibility to supply HMR services set out in clause 2
HIC	Health Insurance Commission
HMR	Home Medication Review
Guild	Pharmacy Guild of Australia
Owner	A person or body of persons whether corporate or unincorporate who owns and carries on the business of an Approved Pharmacy.
PSA	The Pharmaceutical Society of Australia
QCPP	The Pharmacy Guild of Australia Quality Care Pharmacy Program
Registered pharmacist	A person who is currently registered as a pharmacist with a registration authority in Australia.
Section 90 approval	The approval of a pharmacy to dispense pharmaceutical benefits, under section 90 of the <i>National Health Act 1953</i> .
Service fee	Is the amount of \$140 plus GST per HMR service paid to the HMR service provider by HIC for performing HMR services.
SHPA	The Society of Hospital Pharmacists of Australia
\$	Australian dollars

- 1.2 In these terms and conditions, unless the context requires otherwise, words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies.

Clause 2. Who is eligible to be a HMR service provider?

- 2.1 In order to be approved as a HMR service provider, you must meet all of the following criteria:
- (a) you are the owner of an approved pharmacy;
 - (b) you are an accredited pharmacist or have access to the services of accredited pharmacists through employment or service contract relationships;
 - (c) your approved pharmacy has adopted the processes, standards and guidelines of the HMR service set out in these terms and conditions;
 - (d) you certify that all registered pharmacists who will participate in any step of the HMR service you provide will adhere to the QCPP HMR processes and standards and to the PSA professional practice guidelines for HMR (as modified from time to time) or equivalent documents published by the SHPA;
 - (e) you certify that all registered pharmacists participating in any step of the HMR service you provide have undertaken or are undertaking the communication and concordance module and HMR process assessments contained in the HMR service implementation module or equivalent course of study available from the SHPA;
 - (f) you certify that only an accredited pharmacist will conduct the clinical assessment and report writing steps of the HMR service you provide;
 - (g) you can present evidence of current insurance policies that are adequate for the purposes of conducting HMR services and meet the requirements of clause 11;
 - (h) you agree to cooperate in providing information requested by the Department of Health and Ageing or HIC as specified in clause 17;
 - (i) you meet professional standards for the protection of consumers' rights to privacy and protection of information and will comply with clauses 14 and 15; and
 - (j) you certify that you have received or intend to pursue QCPP accreditation within two years of commencement of the HMR program.

Clause 3. Applying for approval to conduct HMR services

- 3.1 A copy of the application form is attached to these terms and conditions.
- 3.2 Before you provide a HMR Service, you must:
- (a) apply to HIC for Approval as a HMR Service Provider; and
 - (b) receive from HIC confirmation that you have been approved as a HMR service provider
- 3.3 Only one approval as HMR service provider will be granted per section 90 approval number.

Clause 4. Your responsibilities as a HMR service provider

- 4.1 In providing HMR services, you must:
- (a) comply with these terms and conditions and any other reasonable requirements notified in writing to you by the Department of Health and Ageing or HIC (see Clause 16.1) The Department of Health and Ageing will consult with the Guild before making any changes to these terms and conditions;
 - (b) following approval as a HMR service provider, perform the HMR services in a timely and efficient manner and to the standards of the pharmacy profession;
 - (c) ensure that only accredited pharmacists perform the clinical assessment and report writing steps of the HMR services performed under your approval; and
 - (d) not transfer or assign your HMR service provider approval to any other person or other approved Pharmacy. The HMR approval will lapse if there is a transfer.

Clause 5. HMR service definition

5.1 The HMR service definition is included in Attachment A.

Clause 6. The HMR service provider who is an accredited pharmacist

6.1 The steps involved in you providing a HMR service if you are an accredited pharmacist are shown in Attachment A.

Clause 7. The HMR service provider who is not an accredited pharmacist

7.1 The steps involved in you providing a HMR service if you are not an accredited pharmacist are shown in Attachment A.

Clause 8. Employees and subcontractors

8.1 If a registered pharmacist or accredited pharmacist employed by you provides HMR services, you must ensure that they comply with these terms and conditions.

8.2 You may enter into a subcontract with:

(a) a registered pharmacist or an accredited pharmacist; or

(b) an entity able to provide a registered pharmacist or accredited pharmacist, to provide HMR services under your approval to conduct HMR services; provided that

(c) you ensure that any such registered pharmacist or accredited pharmacist complies with these terms and conditions; and

(d) you remain solely responsible to the Department of Health and Ageing and HIC for the proper performance of HMR services under your approval.

8.3 You must ensure that all HMR services provided under your approval are provided by appropriately qualified registered pharmacists or accredited pharmacists.

Clause 9. Invoices and payment

9.1 You will be paid a service fee for each HMR service performed under your approval. The service fee is full payment for the provision of a HMR service. The HMR service provider may not claim any amount from the consumer for providing a HMR service.

9.2 The Department of Health and Ageing (via HIC) will pay an additional amount of \$14 to cover the GST for each review undertaken, where the Australian Business Number and Recipient Created Tax Invoice details of the HMR service provider are held by HIC.

9.3 For claims purposes, a HMR service has been provided when the written HMR report compliant with these terms and conditions has been provided to the general practitioner who referred the consumer.

9.4 Claims for payment may only be submitted quarterly in arrears (on or after 1 January, 1 April, 1 July and 1 October each year) unless otherwise notified by HIC.

9.5 Payments will be made within 30 days of HIC receiving a correctly completed and submitted claim form. If your invoice is incorrectly completed, no service fee is payable. You will only be paid after you have submitted a correctly completed invoice.

9.6 Payment will be made into the bank account specified to HIC for your current section 90 approval.

9.7 Your claim must be made on an official claim form (available from HIC at www.hic.gov.au) and must include the following information:

(a) name of HMR service provider;

(b) your section 90 approval number;

(c) for each HMR Service included in the claim form:

i. the name of the accredited pharmacist who performed the HMR service;

ii. the date of the consumer interview undertaken by the HMR service provider;

iii. the name and prescriber number of the general practitioner who referred the consumer;

iv. the name of the consumer; and

v. Medicare number of the consumer (including patient identifier and card issue number) and/or (where applicable) Veterans' Entitlement Number.

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- 9.8 In order for your claim to be paid, you must sign the verification statement included in the claim form.
- 9.9 Your invoice must be submitted in hard copy to:
- HMR Officer
Pharmaceutical Benefits Branch
Health Insurance Commission
PO Box 9826
ADELAIDE SA 5001

Clause 10. Overpayments

- 10.1 Any amounts overpaid to you by the Department of Health and Ageing must be repaid within 30 days of HIC notifying you that an amount has been overpaid or may, if the Department of Health and Ageing decides, be offset against your future claims for payment of service fees.

Clause 11. Insurance

- 11.1 You are required to maintain the following insurance while you are a HMR service provider and for three years after your approval ends:
- (a) public liability insurance in the amount of \$10 million;
 - (b) workers compensation insurance as required by law; and
 - (c) professional indemnity insurance in the amount of \$10 million.
- 11.2 You must also ensure that any accredited pharmacists who perform HMR services under your approval maintain these levels of insurance.
- 11.3 You must provide to the Department of Health and Ageing or HIC, on request, evidence of your current insurance policies, and those of accredited pharmacists who perform HMR services under your approval, to show that you satisfy these insurance requirements.

Clause 12 Indemnity

- 12.1 You must indemnify the Department of Health and Ageing and HIC and their 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 HMR services by you, or by any person acting on your behalf.

Clause 13. Termination

- 13.1 The Department of Health and Ageing may cancel your approval to provide HMR services at any time on 30 days' notice.
- 13.2 You may terminate this arrangement on seven days' notice to the Department of Health and Ageing.
- 13.3 If for any reason you believe you may no longer satisfy the eligibility criteria, you must immediately notify HIC. Your approval to provide HMR services terminates from the time you cease to satisfy the eligibility criteria.
- 13.4 You will be paid a service fee for HMR services performed up until the date of termination of your approval.
- 13.5 The Department of Health and Ageing will consult with the Guild throughout the operation of the scheme and discuss the exceptional circumstances that may result in termination of individual contracts.

Clause 14 Consumer Information

- 14.1 You must give the consumer information about what the HMR will involve and explain that the results will be forwarded to their general practitioner. You must also explain that you will need to collect their Medicare (or DVA entitlement) number to verify to HIC that the service has been provided. You must obtain the consumer's consent to the conduct of the HMR interview and to the disclosure of the results to the referring general practitioner and the Medicare or DVA entitlement number to HIC.

Clause 15. Privacy and confidentiality

- 15.1 You must use and disclose information about consumers only for the purposes of providing the HMR service, unless you are required to disclose it by law.
- 15.2 You must comply with the provisions of the *Privacy Act 1988* (Cth) as if you were an agency under that Act and must not do anything that would constitute a breach of that Act by the Department of Health and Ageing.
- 15.3 You must ensure that any person providing HMR services on your behalf complies with this clause.

Clause 16. Variation of these terms and conditions

- 16.1 The Commonwealth may amend these terms and conditions at any time and will give you 30 days' notice of any change in writing.
- 16.2 If you do not wish to accept a change to these terms and conditions, you can terminate your approval as a HMR service provider under clause 13.

Clause 17. Keeping and providing information

- 17.1 You must keep all records necessary to show that you have complied with these terms and conditions.
- 17.2 You must keep records of each HMR service you provide for at least seven years. Those records must include:
 - (a) the referral signed by the referring general practitioner;
 - (b) a record that the consumer participated in the HMR interview, which has been signed and dated by the consumer or their carer or legal guardian;
 - (c) a copy of the HMR report to the referring general practitioner signed by the accredited pharmacist who performed the HMR assessment and report writing;
 - (d) a copy of the medication management plan (if any); and
 - (e) a copy of your claim for payment.
- 17.3 You agree that HIC or the Department of Health and Ageing, or their authorised representatives, may visit you for commercial and audit purposes regarding HMR services. You must co-operate in providing information to HIC or the Department of Health and Ageing or their representatives, and allow them to take copies of information to support any claim for payment and other information in connection with providing HMR services.

Clause 18. Information

- 18.1 If you believe you have not been paid correctly, or would like HIC to explain any information in connection with payment of the service fee, please contact HIC by calling 132 290 (local call rates, normal mobile and public phone charges apply) or writing to:

HMR Officer
Pharmaceutical Benefits Branch
Health Insurance Commission
PO Box 9826
ADELAIDE SA 5001

Clause 19. Waiver of rights

- 19.1 If either you or the Department of Health and Ageing 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 20. Continuing obligations

- 20.1 Clauses 10, 11, 12, 15 and 17 will continue to operate after the termination of these terms and conditions.

Clause 21. Governing law

- 21.1 The laws of the Australian Capital Territory govern these terms and conditions.

Attachment A

6. The HMR service provider(s) who is an accredited pharmacist will:
 - 6.1 receive the referral for a HMR service either directly from the general practitioner or from the consumer;
 - 6.2 arrange an appointment to visit the consumer at home (unless the consumer prefers another location or other exceptional circumstances apply);
 - 6.3 advise the general practitioner of the date of the appointment and details of the HMR service provider(s) unless the referring general practitioner indicates a preference not to receive this information;
 - 6.4 gather information from all relevant data and information sources as consented to by the consumer and maintain appropriate records;
 - 6.5 conduct a consumer interview, review of medications and medication use and provide education and advice;
 - 6.6 assess the information gathered;
 - 6.7 prepare a written HMR report making findings and recommendations as a basis for a medication management plan;
 - 6.8 provide a copy of the written HMR report to the referring general practitioner and discuss the report with the general practitioner as appropriate;
 - 6.9 contribute to the implementation of any medication management plan, agreed by the general practitioner with the consumer, through reinforcing advice and information provided by the general practitioner and, where appropriate, providing additional information and advice about medications, aids and devices;
 - 6.10 use such an agreed management plan in the normal course of contact with the consumer as the basis for ongoing monitoring of the impact on the health and well being of the consumer, including assessment of whether the changes have had beneficial consequences for the consumer and are producing the desired outcomes; and
 - 6.11 involve the consumer, community nurses and other members of the health care team as appropriate when performing steps 6.1 to 6.10.
7. The HMR Service Provider(s) who is not an accredited pharmacist will:
 - 7.1 ensure that all HMR services provided under their approval are provided by appropriately qualified registered pharmacists or accredited pharmacists;
 - 7.2 receive the referral for a HMR service either directly from the general practitioner or from the consumer;
 - 7.3 arrange an appointment for a pharmacist to visit the consumer at home (unless the consumer prefers another location or other exceptional circumstances apply) and coordinate the HMR service delivery, including nominating an accredited pharmacist who must undertake the clinical assessment and report writing (including the findings and recommendations) components of the HMR service;
 - 7.4 advise the general practitioner of the details of that accredited pharmacist as well as the date of the consumer interview unless the referring general practitioner indicates a preference not to receive this information;
 - 7.5 provide relevant consumer information to the accredited pharmacist to enable them to undertake the review;
 - 7.6 Where there is a clear consumer preference or no reasonable access to an accredited pharmacist, conduct the consumer interview and review of medications, medication use and provision of education and advice, with the full agreement of the accredited pharmacist who has been employed or contracted by them to undertake the clinical assessment and report writing components of the HMR Service;

- 7.7 accept the written report prepared by the accredited pharmacist and if appropriate discuss the report with the accredited pharmacist and provide the written report to the referring general practitioner;
- 7.8 participate in discussion of the report with the general practitioner as appropriate;
- 7.9 contribute to implementing any medication management plan agreed by the general practitioner with the consumer through reinforcing advice and information provided by the general practitioner and, where appropriate, providing additional information and advice about medications, aids and devices;
- 7.10 use such an agreed management plan in the normal course of contact with the consumer as the basis for ongoing monitoring of the impact on the health and well being of the consumer, including assessment of whether the changes have had beneficial consequences for the consumer and are producing the desired outcomes; and
- 7.11 involve the consumer, community nurses and other members of the health care team as appropriate when performing steps 7.1 to 7.9 above.