Knowledge and management in one medication review system.

HMRAlert Terms and Conditions - GP

1 Definitions

1.1 HMR

In this agreement HMR means Home Medicines Reviews as defined by Medicare

1.2 The Practice

In this agreement, the term the Practice refers to any officer or GP employed by:

Name of Practice: _____

ABN: _____

Mailing Address: _____

1.3 The HMR Service Provider

In this agreement, the term the HMR Service Provider refers to any person or entity authorized to conduct HMRs as per the terms and conditions set out by Medicare.

1.4 The Service

In this agreement, a reference to the Service relates to elements of *HMRAlert*, which is a practice based system designed to facilitate, standardise and manage home medication review (HMR) referrals. Any reference to the Service implies reference to any and/or all of the components listed below

1.4.1 Components:
a) Installation package that installs the HMRAlert onto the GP desktop (or terminal server).
b) HMRAlert configuration. A software application that:
   a. Saves the clinic HMRAlert configuration settings on the Medscope support server, thus allowing subsequent GP desktop installations to be implemented more efficiently.
c) HMRAlert. A software application installed on the GP desktop (or terminal server) that:
   a. Registers GPs as HMRAlert users.
   b. Allows the GP to configure the HMRAlert alarm settings.
   c. Scans the GP clinical system for patients that meet the HMRAlert alarm settings.
   d. Notifies the GP (by pop-up) when a patient record is opened (in the clinical system) that matches the selected HMR criteria.

e. Automatically notifies the Medscope support server that the HMRAlert GP client is operational.

f. Automatically notifies the Medscope support server if an error is detected.

d) MMRClient. A software application that allows:

a. the GP to identify the clinical need for the HMR eReferral.

b. the GP to select the receiving HMR service provider.

c. the GP to provide additional information and instructions to the receiving HMR service provider

d. the GP to send the HMR referral to a HMR service provider electronically using PKI encryption

1.4.2 Key functions

a) Facilitation

A desktop software application installed on the GP computer that enables individual GPs to define the characteristics of a patient that would indicate they would benefit from a home medicines review (based on demographics, diagnosis or treatment). HMRAlert notifies the GP when a clinical record for a patient meeting the criteria is opened.

The referral sent to the selected HMR service provider consists of an electronic xml representation of the referral that can be imported into third-party software.

b) Management

HMRAlert provides a mechanism by which every referral initiated by the Practice using the system can be tracked and audited. HMRAlert provides a reporting mechanism that allows the Practice to determine the number of patients identified by the system as eligible for HMRs versus the number of referrals initiated for each GP.

2   Terms of use

By installing the Service the Practice agrees to be bound by the following terms and conditions.

The Practice further acknowledges that Medscope Pty Ltd ACN 124 460 840 (Medscope) reserves the right to change these terms and conditions from time to time and that any changes will be notified to the Practice in writing.

2.1   Eligible persons

The Service is intended for exclusive use by a registered medical general practitioners or GPs (who have acquired Fellowship of the Royal Australian College of General Practitioners) working in Australia.

2.2 The Practice's general obligations

2.2.1 The Practice must:

a) Comply at all times with all laws and obligations applicable to the Services and their Use.

b) Not use the Service to transmit or publish any material which is defamatory of any person, or any material in breach of copyright or otherwise in breach any law and the practice will indemnify Medscope for any loss or expense if it suffers as a result of the Practice doing so.

c) Make all reasonable attempts to ensure all information provided to Medscope is true, accurate and complete.

d) Use the Service in accordance with the instructions and recommendations provided by Medscope.

e) Abide by the relevant Medicare terms and conditions that govern HMRs.

f) Take full responsibility for deciding whether a patient should or should not be recommended for a medication review.

g) Take full responsibility for ensuring that a referral has been received by the intended HMR service provider.

h) Take full responsibility for determining whether a medication review alerted by the Service can be claimed under MBS item number 900 (or any other MBS item number).

2.2.2 The Practice must not:

a) Rely on the Service to alert and/or identify patients who require a medication review.

b) Assume that referrals sent to HMR service providers using the Service will be received and/or completed by the receiving HMR service provider.

c) Use the Service for any purpose other than the purpose for which it is expressly provided.

d) Do anything that could give rise to criminal or civil liability for either the Practice or Medscope.

e) Copy, reproduce, translate, adapt, vary or modify the HMRAlert system, or any part of it;

f) Disassemble, decompile or reverse engineer the HMRAlert system software;

g) Provide, transfer or make available all or part of the HMRAlert system software, or any other documentation or software provided to the Practice to a third party.

2.3 Indemnity

The Practice indemnifies Medscope and its officers, employees and agents, against all loss suffered (including reasonable legal costs on a solicitor-client basis) and liability incurred by any of them arising from any breach by the Practice of their obligations under this agreement.

2.4 Digital signature

The issuing Doctor acknowledges that by pressing the *Refer* button on the HMRAlert alert pop-up, the Doctor is placing their signature on the eReferral. That is to say eReferrals issued through HMRAlert are *signed* referrals and the action of clicking the Referral button is to be interpreted as a digital signature.

2.5 Access to Clinic data

Read only access to the clinical database is granted for the sole purpose of enabling HMRAlert to function as designed.

2.5.1 Data extracted from Clinic

The following data is extracted from the clinical system during normal operation of HMRAlert.

Data:	HMR Alert site installation ID and authentication code
When:	During installation/registration process and for every version update *check ping*
Purpose:	Authentication and software support.

Data:	Copy of HMR referral form
When:	When a HMR referral is generated by GP.
Purpose:	To enable the pharmacist to print a hard copy of the referral.

Data: eReferral. An atomized XML representation of the referral including:

- Patient name, gender, date of birth, medicare number, address
- Referring Doctor name, practice details, provider number
- Pharmacy details
- Patient medical history
- Patient observations (height / weight, Blood pressure etc)
- Pathology
- Medications
- Allergies

When:	When an HMR referral is sent to the HMR Service Provider
Purpose:	To enable the HMR Service Provider to load the HMR referral electronically into the Medication Review Management system.

Data:	Alert ping
When:	When an HMR Alert is activated.
Purpose:	Reporting and invoicing

3 Warranties

Medscope does not warrant or make any representations:

a) that the Service is of merchantable quality, suitable for the Practice's use, or is fit for any other purpose;

b) that the Service will be uninterrupted or that the Service is error free;

c) regarding the results of any Use of the whole or any part of the Service;

4 Limitation of Liability

4.1 Liability

Medscope has no liability (whether for direct, indirect or consequential loss or damage) to the Practice, nor any obligation to remedy any problem resulting from:

a. Use of the Service by the Practice or any other person, otherwise than in accordance with the instructions and recommendations provided by Medscope from time to time;

b. Any breach by the Practice of your obligations under this agreement;

c. The Practice's own data not being copied or backed up;

d. Reliance by the Practice or any other person, on the delivery and/or completion of a referral initiated and/or sent using the Service.

4.2 Exclusion of liability

Medscope is not liable to the Practice (or to any third party) for, and the Practice releases Medscope from, any loss, liability, damage, expense or cost whatsoever, including (without limitation) indirect or consequential loss or damage, loss of profits or business opportunity caused by any act or omission of Medscope, its officers, employees or agents, and whether based on negligence or other tort, contract or otherwise.

4.3 Exclusion of implied terms

To the extent allowed by law, any term that would otherwise be implied in this agreement is excluded.

5 Intellectual Property Rights and Obligations

5.1 Grant of software license

Medscope grants to the customer a non-exclusive non-transferable license to the Service in accordance with the terms of the agreement, unless otherwise agreed by both parties.

5.2 Intellectual property rights

a) Medscope retains all rights not expressly granted to the customer and retains ownership of the copyright and all other Intellectual Property Rights in the Service.

b) The Practice's license confers no title or ownership in the Service and is not a sale of any rights in the Service.

c) The Practice must not cause Medscope's Intellectual Property Rights to be infringed.

5.3 Trade Marks

Medscope owns the trademarks Medscope™, Medication Review Mentor™, MRM™, HMRAlert™ and reserves all rights in relation to them.

5.4 Claims of infringement

If any person other than Medscope claims that the Practice is in breach of that person's intellectual property rights by use of the Service:

a) the Practice must inform Medscope of that claim as soon as the Practice become aware of it;

b) the Practice must cease using the Service at Medscope's request; and

c) Medscope indemnifies the Practice against all liability under any final judgment in proceedings brought by that person so long as the Practice has:

    a. met all their obligations under this agreement;

b. given Medscope the option to conduct the defense of the person's claim (including any settlement or compromise negotiations);

c. provided Medscope with reasonable assistance in conducting the defense of the claim; and

d. permitted Medscope to modify or substitute the Service at Medscope's expense to avoid continuing infringement.

6 Charges

Medscope charges $5.00 for every HMR referral sent using HMRAlert.

All charges are in Australian dollars and are subject to GST.

6.1 Varying charges

Medscope may vary its charges from time to time and must use reasonable endeavours to draw the Practice's attention to the fact that its charges have changed. It may do this by means of a notice on its web site or otherwise. Medscope may vary charges at any time without notice as a result of any introduction of or change in any State or Federal taxes.

7 Termination

Medscope may terminate the Service and delete any content or information that the Practice has uploaded for any breach of this agreement by the Practice.

8 General

8.1 Governing law

Any right or obligation under these terms and conditions is governed by the laws in force in the state of Tasmania, Australia and the parties submit to the non-exclusive jurisdiction of the courts of Tasmania, Australia in respect of any action that arises under these terms and conditions.

8.2 No waiver

The failure of Medscope to exercise or enforce any right or provision of these terms and conditions does not constitute a waiver of such right or provision in that or in any instance.

8.3 Severability

If any provision of these terms and conditions are held to be invalid, unlawful void or otherwise unenforceable, then that provision will be deemed severed from these terms and conditions and will not affect the validity and enforceability of any remaining provisions.

8.4 Interpretation

In these terms and conditions, the singular includes the plural and vice versa, reference to a person includes any legal or business entity, the words "including" and "for example" have no limiting effect.

9   Signatures

Signed for the Practice:

Name and Position: _____

Signature: _____

Date: _____

Signed for the Medscope:

Name and Position: _____

Signature: _____

Date: _____