

26 May 2023

Australian Competition & Consumer Commission
23 Marcus Clarke Street
Canberra ACT 2601

Attention: David Hatfield and Sophie Magliano

By email: exemptions@acc.gov.au

David.hatfield@acc.gov.au

Sophie.magliano@acc.gov.au

Dear Mr Hatfield and Ms Magliano

APPLICATION BY FRED IT GROUP PTY LTD AND RELATED ENTITIES (FRED IT) FOR AUTHORISATION: AA1000641.

Thank you for the opportunity to provide this submission in respect of Fred IT's application for interim authorisation to negotiate with MediSecure Ltd and its related entities (**MediSecure**) in respect of the matters set out on page 4 of the Application.

For the reasons set out in this submission, MediSecure considers that the grant of interim authorisation should not be made.

1. Background

- 1.1. The description of the background to the Application contained in paragraphs 14 to 17 of the Application is correct, insofar as it goes.
- 1.2. It is important to note that the development of the market for an electronic prescription exchange system or Prescription Delivery Service (**PDS**) in Australia occurred at the behest of the Department of Health and Aged Care (**Department**) and that MediSecure's entry into, and participation in that market has occurred without any formal agreement between it and the Department, or any direct funding from the Department, with the exception of the funding provided to MediSecure and eRx Script Exchange (eRx) to build the interoperability service between the two exchanges.
- 1.3. In order to participate in that market MediSecure has, at its own cost, and with the knowledge and 'blessing' of the Department, developed its own electronic exchange system, entered into arrangements with necessary clinicians and vendors, including prescribers, dispensers, software providers (both prescribing and dispensing) and others. As of the date of this submission, MediSecure has arrangements with over 50 vendors, a significant proportion of whom have chosen to work solely with us. It has invested substantial funds in that development.
- 1.4. As one of the two providers of PDS in Australia, MediSecure competes directly with Fred IT (specifically eRx). As such, it has offered Australian doctors, pharmacies and consumers, as well as vendors, a choice and has contributed meaningfully to a system which benefits the Australian healthcare industry and its users.

- 1.5. MediSecure relies upon its ability to provide its PDS as its sole source of revenue and to recoup the substantial investment it has made in the development of the system which is to be the subject of the transition described in the Application. It currently has over 28 million scripts in its system.

2. The Department's Request for Tender and the appointment of Fred IT as the sole provider of PDS

- 2.1. MediSecure participated in the tender process described in paragraphs 18 and 19 of the Application, which resulted in Fred IT being appointed as sole provider. Although disappointed at the outcome (especially in circumstances where it has invested considerably in the provision of the PDS to the benefit of the healthcare industry, Australian consumers, and the Department) and is concerned at the creation of a monopoly, it accepts that it is the Department's right to do so.
- 2.2. MediSecure was informed by the Department in December 2022 that Fred IT was the preferred tenderer and informed the Department that, should that result in Fred IT being officially appointed (by way of entry into an agreement with the Department), it would cooperate to ensure that transition of the scripts on its system to Fred IT. It has been very open in informing the Department that once the appointment of Fred IT as sole provider became effective, there would be an immediate loss of all revenue to MediSecure and that, in order to effect a transition, it would need funding to be able to do so. That funding is needed to ensure that MediSecure is able to continue to operate and employ the necessary staff and meet its debts arising from the continued operation while the transition takes place.
- 2.3. On 28 February 2023, the Department offered a sum that would be paid to MediSecure to cover the costs of transition that was accepted by the board.
- 2.4. At the time of the 28 February 2023 meeting with the Department, it had yet to conclude its agreement with Fred IT, which did not occur until 8 May 2023. This may be taken to indicate that the matters involved in being a sole provider and the requirements of transition took some time to be negotiated and agreed upon. This time lag is not something for which MediSecure has had any involvement or responsibility, and yet it and its vendor partners now face a rushed timetable for commencing transition discussions under the imprimatur of an interim authorisation.
- 2.5. At the end of March 2023, MediSecure was provided with a copy of a draft authorisation application by an external lawyer on behalf of Fred IT. It did not include any reference to the timing of or other terms (including payment) on which transition services were to be provided. It was not possible for MediSecure to engage in respect of that draft application in such circumstances and where no formal award of the contract for provision of PDS had been made by the Department to Fred IT. MediSecure did not learn of the Application until it reviewed the ACCC website on 17 May 2023.

3. Consequences of Interim Authorisation – the future with interim authorisation

- 3.1. Any grant of interim authorisation will effectively be a grant of final authorisation without the proper processes which are required to be undertaken before final authorisation can be granted having been undertaken. Put simply, should the Commission grant interim authorisation but subsequently determine that final authorisation should not be granted,

it will not be possible to undo the consequences which will flow from interim authorisation. The reasons for this are described below.

- 3.2. As a preliminary note, MediSecure notes that at paragraph 24 of the Application, Fred IT states that a smooth transition can be effected in either of the following ways, one of which is said to be “unilateral direction issued to each of Fred IT Group and MediSecure by the Department”. Fred IT has not articulated the basis upon which such unilateral directions could be issued by the Department and, absent legislation or a contractual right, MediSecure does not believe such an option could apply to it. Paragraph 24 also fails to refer to the possibility of a smooth transition occurring pursuant to an agreement between the Department and MediSecure, something which MediSecure has been trying to achieve since it was informed by the Department of its decision to appoint Fred IT sole provider in December 2022.

Interim authorisation will result in conduct which cannot be undone if final authorisation is not granted.

- 3.3. The stated need for interim authorisation in paragraph 37 of the Application is that: “*Fred IT Group wishes to do all it can to support the Department’s desired timeframe [of 1 July 2023]. Interim authorisation will enable the parties to progress the transition process as much as possible pending a final decision being made by the ACCC” (emphasis added).*
- 3.4. This implied urgency to achieve an interim authorisation to meet a 1 July 2023 date for commencement of the sole provider model is an artificial construct based solely on a date agreed by the Department and Fred IT into which MediSecure or the broader software industry has had no input.
- 3.5. MediSecure submits that the statement in paragraph 37 of the Application that “... *the granting of interim authorisation will not give rise to any conduct that cannot be undone*” is incorrect and misleading. Transition in advance of a final authorisation forces vendors and clinical end-users to accept new commercial arrangements, execute changed technical workflows, and implement change management processes. In combination with the global reduction in revenue vendors will experience under arrangements for the new electronic prescribing ecosystem, the unfunded costs of transition will not be incurred a second time should the grant of an interim authorisation be reversed. Put simply, once vendors incur the costs of transition, there will be no turning back.

Interim Authorisation will result in a disorderly transition and result in disruption to end-user prescribers, dispensers and consumers.

- 3.6. It appears from the Application that Fred IT has agreed to a commencement date of 1 July 2023 for a transition to be completed in five months, in circumstances where it admits (in paragraph 41 of the Application) that “*complete transition may take in the order of 12 months, with MediSecure possibly being asked to maintain all data stored via its PDS for a further 12 months*” and considers it “*prudent to incorporate significant allowance for slippage*”.
- 3.7. The success of any transition process is dependent on a plan that has undergone rigorous development and quality assurance, including consultation and review across the system vendors that build and maintain the prescribing and dispensing system endpoints upon which the electronic prescribing ecosystem is entirely dependent, and who will be materially affected by the proposed conduct. Any grant of interim authorisation

necessarily anticipates a rushed development, quality assurance and industry review process for transition planning. MediSecure already has correspondence on file from Fred IT that corroborates the requirement to rush transition planning to meet the timeframe required by the contract it has signed with the Department.

- 3.8. If interim authorisation is granted, the risk of transition being neither smooth nor undisrupted is increased, increasing the likelihood of the concerns regarding “the alternative of a disorderly transition” expressed in the Application being realised. Put simply, the balance of public benefit will not be well served by the rush to transition that will occur under an interim authorisation.

Interim authorisation will have flow-on, anti-competitive effects for non-PBS prescriptions that form a significant component of the affected market.

- 3.9. During the tender process for Health/E21-576909, in Fred IT’s Application and the ACCC’s letter to interested parties, the scope of the procurement and the subject of interim authorisation is clear: It applies only to publicly funded prescriptions.
- 3.10. Publicly funded prescriptions do not represent the totality of the electronic prescriptions market. Data suggest that the non-publicly funded prescription component of the total electronic prescriptions market comprises at least 25 per cent of the total number of prescriptions written in Australia.
- 3.11. In correspondence between MediSecure and the external lawyer representing Fred IT, and shared with the Department, MediSecure reserved its right to “explore opportunities to provide PDS services for non-PBS prescriptions that will deliver economic efficiencies and public benefits that will not otherwise be available to enhance the welfare of Australians should it exit the market”.
- 3.12. MediSecure notes that while maintaining a publicly articulated scope constrained to publicly funded prescriptions, Schedule 5, Section 5 (a) of the contract between the Department and Fred IT requires all Transacting Entity sites to exclusively use Fred IT’s PDS.
- 3.13. This condition effectively grants Fred IT a monopoly over the total PDS market and prevents competition from delivering benefits to the Australian public. In short, if interim authorisation is granted, this condition will shut MediSecure out of part of the market not under the purview of the Department’s tender should it wish to and be able to participate in it.

Interim authorisation risks a premature exit by MediSecure.

- 3.14. As noted in paragraph 2.3 above, MediSecure and the Department agreed a sum that would be paid to MediSecure to cover the costs of transition to enable the Department’s preferred outcome to be implemented in a manner to minimise/eliminate consumer harm or inconvenience.
- 3.15. Despite MediSecure’s repeatedly expressed concerns regarding being placed in a commercially dependent position with its primary competitor, the Department is forcing MediSecure into a subcontracting relationship with Fred IT.
- 3.16. Neither the Department nor Fred IT will disclose the value of the sum for transition services included in their contract to MediSecure, citing commercial-in-confidence

- provisions. MediSecure is, therefore, unable to confirm if the sum agreed upon with the Department to enable transition in February 2023 is assured.
- 3.17. Further, the Department has stated that any funding, and by inference, the timing for receipt of such funding as MediSecure may receive is subject to reaching an agreement with Fred IT, whose behaviour it is unable to warrant or guarantee.
 - 3.18. Finally, as noted in paragraph 3.5 above, Fred IT foreshadows a significantly extended transition timeframe. Paragraph 41 seeks authorisation for three years, anticipates complete transition taking in the order of 12 months, and proposes MediSecure maintaining all data stored via its PDS for a further 12 months. All while having sole jurisdiction over transition milestone payments, their dates and amounts (paragraph 30.5).
 - 3.19. These facts place MediSecure in an unacceptable, highly compromised, and dependent position with Fred IT without any Commonwealth-controlled governance arrangements that would otherwise protect its interests during a process MediSecure has sought, in good faith, to facilitate without being unreasonably compromised.
 - 3.20. These concerns, coupled with the fact that MediSecure's revenue stream will cease as soon as the sole provider model comes into effect, raise the very real risk that MediSecure will be unable to agree a suitable fee and timetable for payment for transition services with Fred IT and will be unable to meet the costs associated with provision of those services. A grant of interim authorisation raises the very real risk that MediSecure will be forced to cease trading and shut down the system on which the scripts are currently held.

4. Consequences of interim authorisation – the future without interim authorisation

- 4.1. MediSecure submits that the complexities involved in the transition require the full and complete consideration that the final authorisation process contemplates. It will also provide a more appropriate timeframe for the technical and legal complexities involved to be considered. Set out below is a discussion of some of those complexities.

Viability of Technical and Operation Transition Timelines

- 4.2. During its conversations with the Department, MediSecure has consistently advised that the complexity and scale of the transition activities necessary to achieve a smooth and undisrupted transition of services requires a minimum twelve-month timeframe. As noted in paragraph 3.17 above, Fred IT has corroborated this advice.
- 4.3. Schedule 5 of the contract between the Department and Fred IT, however, sets a 100% completion target for all transition activities.
- 4.4. Further, paragraph 65 of Fred IT's Application states its onboarding transition capacity to be "5 – 6 vendors ... through the conformance process ... in a 3-month period".
- 4.5. Based on evidence shared with the Department and the Australian Digital Health Agency in December 2022 and updated in January 2023, over 50 system vendors are integrated with or have been integrating exclusively with MediSecure.
- 4.6. Using Fred IT's stated onboarding transition capacity, the MediSecure exclusive vendor population, a significant proportion of whom represent innovation-focused new entrants to their respective prescribing or dispensing markets, will take 25 – 30 months to complete transition.

- 4.7. As small, innovating market entrants, a significant proportion of these businesses will lack the financial resilience to fund the reengineering of their system at sufficient velocity to prevent the loss of clients to systems capable of supporting the electronic prescribing ecosystem.
- 4.8. The result of this dissonance between technical and operational capacity at both ends of the transition equation, Fred IT and the transitioning vendors, and the timeline specified as a contractual requirement by the Department will inevitably decrease the type of competition in the market the Department seeks as one of the underpinning goals of the RFT. I.e. "Support further scale and innovation".
- 4.9. In addition to the technical and operational capacity issues described above, the extended transition timeframe foreshadowed by Fred IT, between 12 and 36 months, reinforces that a commencement date of 1 July 2023 is an artificial construct. A transition that may take up to three years to complete does not require the urgent implementation requested by Fred IT.
- 4.10. This foreshadows a much more complex and protracted negotiation between MediSecure and Fred IT to agree on the transition contract, with the necessary involvement of the Department. It may inevitably mean that, even if final Authorisation is granted, the purpose behind the Application will not be able to be met. That is not a reason to grant interim authorisation but is a reason to ensure that the Application is considered thoroughly and comprehensively, having regard to all of its complexities as part of a final authorisation process and that proper consideration is given to what public benefits, if any, will flow from the grant of authorisation.

Privacy Act 1988 Obligations

- 4.11. By its nature, the MediSecure database holds sensitive personal information relating to the patient that is the subject of the care to which the prescription relates. It also contains personal information relating to the doctor prescribing the medication. There are a number of issues which need to be considered in respect of this information in the context of a transition. They are not simple issues which an interim authorisation will overcome.
- 4.12. It is not correct to state, as Fred IT states in paragraph 40 of the Application, that the interim authorisation currently on foot between eRx and MediSecure would allow the transfer. That authorisation covers the necessary requirements for interoperability. The circumstance when interoperability is invoked occurs only when the patient presents their prescription at a pharmacy for dispensing. At that point, they are explicitly allowing the pharmacist to access their data. I.e., providing consent. Interoperability enables that data to flow at runtime between MediSecure and eRx and into the pharmacy system they are approving to access their sensitive personal information. The wholesale transfer of sensitive personal data between one organisation and another is not a runtime activity to facilitate the authorisation and consent they have enacted by requesting the prescription to be filled.

- 4.13. Consistent with its obligations under the Privacy Principles, MediSecure publishes and adheres to its privacy policy. ¹ This policy clarifies how MediSecure will protect the privacy of those individuals whose sensitive personal information is entrusted with.
- 4.14. Consistent with the privacy principles and its privacy policy, it is unclear whether MediSecure would be deemed to be in breach of the Privacy Act were it to transfer the sensitive personal information it holds to another party without having first obtained the informed consent of the individuals to whom the information relates. I.e. the patient and, potentially, concerning their personal information, the prescribing physician.
- 5. There is no compelling public benefit argument which supports the grant of interim authorisation.**
- 5.1. The public benefits articulated in paragraphs 54 and 55 of the Application are constrained to the following:
- The cost savings anticipated by the Department to arise from its tender process as a component of “the best use of society’s resources”; and
 - The avoidance of disruption facilitated by “a smooth and uninterrupted move to the Department’s preferred model for operating the electronic prescribing ecosystem”, which are said to enhance the prospects of individuals accessing their prescriptions.
- 5.2. These “public benefits” only arise because of the arbitrary Commencement Date of 1 July 2023. Allowing for an orderly transition will be the only way to ensure that the “vital consequences to [the] overall health” which flow from ability to access prescriptions” and that will not be achieved by the grant of interim authorisation.
- 5.3. In terms of cost saving, comparing the funding announced for electronic prescribing initiatives in the recent Commonwealth budget - \$111.8 million over four years – with historic spending under the 7th, 6th and 5th Community Pharmacy Agreements, MediSecure estimates the total saving in FY24 \$4 million. The additional savings that will accrue to society’s resources by initiating transition in July 2023 compared to October 2023, assuming the Commission grants final authorisation, are \$1 million, or 0.9% of the four-year budget.

Conclusion

For the reasons set out in this submission MediSecure submits that a grant of interim authorisation is unlikely to achieve any of the ends sought by Fred IT in the Application and that the complexities involved mean that, if those ends are sought to be achieved, it should not be through the interim authorisation process. At the least, the Application should only be considered on a final basis after all required processes are met.

Yours sincerely,



Paul Frostdick

Chief Executive Officer

¹ MediSecure-Privacy-Policy-V2.0.pdf

1 June 2022

PRIVACY POLICY

MediSecure® is totally committed to protecting your privacy in the electronic prescription process it conducts of collecting, storing and transmitting your personal prescription data.

MediSecure® is highly aware that prescription information is sensitive and intensely personal to you, the patient, and you would only wish your doctor and pharmacist to be aware of the fact that the medicine had been prescribed and /or dispensed for you. MediSecure is fully compliant with the National and Victorian Privacy and health data principles and legislation.

The purpose of this Privacy Policy is to tell you what kind of information we may collect about you in the e-prescription process, how we may use that information and whether we disclose it to anyone. We also advise how long we will hold the information.

We want you to be fully informed about what information we have about you and what we do with that information. We also want you to understand that MediSecure has adopted the process and protocols that are included in Australian Technical Specification ATS4888 for electronic prescription messages.

For further information on these technical standards, you should go to the Standards Australia website and refer to the published documents that set out the prescription content, format, process and security required to meet the ATS4888 specifications.

1. What MediSecure Does

MediSecure® provides a safe, secure and simple electronic transmission of prescription system that has been approved by the Commonwealth of Australia as meeting the privacy and security requirements. The MediSecure e-prescription system links the doctors and pharmacists through a secure Script Vault where a prescription is held as an encrypted secure message until it is called for by the patient's pharmacy dispensing system.

The MediSecure system prints a barcode on the paper prescription and this barcode links the paper prescription to the electronic prescription message.

2. Collection of Information

MediSecure® only collects non-personal information about your prescription. This transmission information, just like the delivery address and sender information on a traditional letter or parcel, is stored on the outside of the securely encrypted e-prescription message. It is placed outside the e-prescription during the encryption and authentication process before it leaves your doctor's computer.

This information is necessary to identify your prescription (the barcode), the expiry date of your prescription, the source of the prescription (the doctor's clinic) and the time and date the prescription was written. Before the information leaves your doctor's computer to go to the MediSecure Script Vault®, it is encrypted and authenticated.

The secure information package (i.e., the prescription) is carried via the internet to the

MediSecure Script Vault® where it is safely stored in a secure facility in Sydney, N.S.W.

This transmission information is the only information that MediSecure® collects from your prescription. The rest of the information that is written on the paper prescription remains encrypted and is forwarded as an encrypted bundle to the pharmacy where you present your paper prescription.

The other piece of information held by MediSecure® is collected when your prescription has been dispensed at a pharmacy.

MediSecure® receives notification that this particular prescription has been filled, on what date and at which pharmacy. This dispense notification relates only to a prescription number. It does not directly relate to you.

MediSecure® does not collect any additional information about you.

3. Deletion of Personal Information

MediSecure® disposes of the unused e-prescriptions in the Script Vault® after the expiry date held on the outside of the secure e-prescription.

4. Use of Personal Information

MediSecure® does not make your personal information available in any form for any purpose other than to transmit your prescription from your doctor to the pharmacy you choose.

MediSecure® itself does not access or use the information it holds (except as detailed in 5. below). Its sole function is to transfer your prescription information from the doctor's computer to the computer used by the pharmacist and to provide an audit trail of this process.

5. Use of Non-Identifiable Information

MediSecure® does not use your prescription information in any other way than that described.

MediSecure® may be required in the future to extract information that could be used anonymously but used for very limited purposes. The sole purpose for which MediSecure® would decide to release de-personalised data would be research purposes and then only to a limited number of institutions that are legally authorised to collect such information from the MediSecure Script Vault®.

Any information released by MediSecure® for research purposes will not contain your name or your address, it is anonymous data, aggregated with similar information, for analytical and statistical purposes only.

MediSecure® does not make your personal information available in any form for any purpose other than to transmit your prescription from your doctor to the pharmacy you choose.

6. Can MediSecure View Your Information?

MediSecure® has designed its system so that it cannot view any information inside the prescription message. All MediSecure® sees in practice is the transmission particulars of a prescription [the barcode, expiry date, source of prescription and time and date when the prescription was written], not to whom the prescription relates. This is the process set out in

the Australian Technical Specification for electronic prescription messages.

We take this approach so that the prescription can only be linked to you when you attend your pharmacy-of-choice, and the doctor can be identified.

7. Disclosure

MediSecure® will disclose your information to the pharmacy you choose to visit to have your prescription filled. That applies to the initial prescription and all repeats.

MediSecure® may advise the prescribing doctor the prescription has been filled if the doctor requests that information.

MediSecure® will not disclose the information to any other person.

MediSecure has the capability to send prescription data to a third party electronic health record; this will only be done at your request. The electronic script is still held and processed by MediSecure in an encrypted format and cannot be viewed by MediSecure. MediSecure undertakes this transfer of your data in accordance with the rules and technical specifications as set out by the National eHealth Transition Authority and in accordance with the process determined by that Authority under the Person Controlled Electronic Health record legislation.

Your consent to do this must be obtained from and recorded by the doctor or pharmacist involved.

MediSecure® will comply with any laws or regulations in force from time to time requiring information to be disclosed.

8. No Sale of Personal Information

MediSecure® does not sell or receive payment for disclosing your personal information. The information will not be made available by MediSecure® for commercial purposes in any form.

9. Direct Marketing

Under no circumstances will MediSecure® access or use your personal information for the purposes of direct marketing of products and/or services in any form.

10. International Data Transfer

MediSecure® data is retained in the MediSecure Script Vault located in NSW Australia. Your data is not transferred to any third parties located offshore.

11. Security

MediSecure® operates a secure data transmission system that comes into operation from the time the information leaves the doctor's computer until it arrives at the pharmacists' computer. The information does not enter the control of any other party.

The MediSecure® system is of a standard that complies with the Australian Standards for the transmission of clinical data over the internet.

12. Complaints

If you have a complaint about how MediSecure® has collected or handled your personal

information, please contact our Privacy Officer (details under heading 13 below).

Our Privacy Officer will endeavour in the first instance to deal with your complaint and take any steps necessary to resolve the matter within a week.

If your complaint can not be resolved at the first instance, we will ask you to complete a Privacy Complaint Form, which details (for example) the date, time and circumstances of the matter that you are complaining about, how you believe your privacy has been interfered with and how would you like your complaint resolved.

Complaints process

We will endeavour to acknowledge receipt of the Privacy Complaint Form within five business days of receiving it and to complete our investigation into your complaint in a timely manner. This may include, for example, gathering the facts, locating and reviewing relevant documents and speaking to relevant individuals.

In most cases, we expect that complaints will be investigated and a response provided within 30 days of receipt of the Privacy Complaint Form. If the matter is more complex and our investigation may take longer, we will write and let you know, including letting you know when we expect to provide our response.

Our response will set out:

- whether in the Privacy Officer's view there has been a breach of this Privacy Policy or any applicable privacy legislation; and
- what action, if any, MediSecure® will take to rectify the situation

If you are unhappy with our response, you can refer your complaint to the **Office of the Australian Information Commissioner** or, in some instances, other regulatory bodies, such as the Victorian Health Services Commissioner or the Australian Communications and Media Authority.

13. Contacting us

Please contact MediSecure® if you have any queries about the personal information that MediSecure® holds about you or the way we handle that personal information. Our contact details for privacy queries are set out below.

Privacy Officer MediSecure

2/133 Market St, South Melbourne VIC 3205

Phone: 1800 47 27 47

E: enquiries@medisecure.com.au

14. References

National Privacy Principles, from schedule 3 of the Privacy Act 1988

<http://www.oaic.gov.au/privacy/privacy-act/national-privacy-principles>

National Privacy Act 1988

<http://www.comlaw.gov.au/Details/C2015C00089>

Victorian Health and Information Privacy Principles

<http://www.dhs.vic.gov.au/about-the-department/documents-and-resources/policies-guidelines-and-legislation/health-and-information-privacy-principles>

Victorian Information Privacy Act 2000

[http://www.legislation.vic.gov.au/Domino/Web_Notes/LDMS/PubStatbook.nsf/f932b66241ecf1b7ca256e92000e23be/4BE13AE4A4C3973ECA256E5B00213F50/\\$FILE/00-098a.pdf](http://www.legislation.vic.gov.au/Domino/Web_Notes/LDMS/PubStatbook.nsf/f932b66241ecf1b7ca256e92000e23be/4BE13AE4A4C3973ECA256E5B00213F50/$FILE/00-098a.pdf)

Victorian Health Records Act 2001

[http://www.legislation.vic.gov.au/Domino/Web_Notes/LDMS/PubStatbook.nsf/f932b66241ecf1b7ca256e92000e23be/E57A0A1DDCD389FBCA256E5B00213F4D/\\$FILE/01-002a.pdf](http://www.legislation.vic.gov.au/Domino/Web_Notes/LDMS/PubStatbook.nsf/f932b66241ecf1b7ca256e92000e23be/E57A0A1DDCD389FBCA256E5B00213F4D/$FILE/01-002a.pdf)

Victorian Privacy and Data Protection Act 2014

http://www.austlii.edu.au/au/legis/vic/num_act/padpa201460o2014317/

AMA Privacy and Health Record Resource Handbook

https://ama.com.au/sites/default/files/documents/2014_privacy_health_record_resource_handbook_final_april_2014.pdf

Pharmacy Board of Australia, Codes and Guidelines

<http://www.pharmacyboard.gov.au/Codes-Guidelines.aspx>

15. Changes to MediSecure Privacy Policy

This Privacy Policy was approved on the 16/12/2014. Should this Privacy Policy change in any way MediSecure® will publish the change here.

Visitors to our website are invited to check back from time to time to review any changes