Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

between

Commonwealth of Australia represented by and acting through the Department of Health

ABN 83 605 426 759 (**Health**)

and

Telstra Corporation Limited

ABN 33 051 775 556 (**Service Provider**)

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Deed of Agreement for the provision and management of the National Cancer Screening Register (Services Agreement)

PARTIES

The **Commonwealth of Australia** as represented by the **Department of Health** (ABN 83 605 426 759) of Scarborough House, Atlantic Street, Woden Town Centre, Australian Capital Territory (**Health**)

and

Telstra Corporation Limited (ABN 33 051 775 556) of Level 41, 242 Exhibition Street, Melbourne, Victoria (**Service Provider**)

AGREED TERMS

BACKGROUND

A. Health requires a contract for the provision of Services to manage and facilitate Commonwealth, State and Territory based cancer screening programs and a service provider who will meet the Outcomes in the provision of those Services. The Service Provider will be responsible for the provision of the services on a fully managed basis, including the provision of:

i. an ICT capability to deliver the National Cancer Screening Register;

ii. ICT Services to maintain and support the Register; and

iii. the operational and support services required to deliver the Commonwealth, State and Territory based cancer screening programs.

Aa. The Register (Operator Services and Register ICT Services) must be built so that it is scalable and will enable new screening programs to be added over time at Health's request and subject to a Project being agreed.

B. The Outcomes are designed to ensure that Health receives the Services necessary for it to effectively and efficiently perform its portfolio responsibilities. In summary, the Outcomes are that:

i. Services are accessible, reliable and Available (Outcome 1);

ii. End Users are satisfied with the Services (Outcome 2);

iii. quality Data (Outcome 3);

iv. there is demonstrated improvement in the value of the Services (Outcome 4); and

v. the relationship between Health, the States and Territories, key Stakeholders and Other Service Providers is strategic and based on trust (Outcome 5).

Ba. [redacted] notwithstanding any other provision in this Services Agreement, the Service Provider's performance against the Outcomes will be measured by reference to the applicable Service Levels and Service Standards that are aligned to and measure each of the Outcomes as set out in **Schedule 5 - Service Level and Service Standard Framework**.

C. Health requires the Service Provider to provide:

i. the Register and Register ICT Services for all in-scope National Cancer Screening Programs;

ii. the Operator Services for the National Bowel Cancer Screening Program;

iii. at the discretion of each State and Territory government, the Operator Services for the National Cervical Screening Program; and

iv. capability and capacity to support other cancer screening initiatives as required by Health from time to time.

D. Although this Services Agreement, including its Schedules, describes some minimum requirements for the Services, the Service Provider will be given flexibility and autonomy to determine how to best perform the Services in order to deliver the Outcomes having regard to the Key Requirements. Because of this flexibility and autonomy:

i. the Service Provider is expected to deliver the Services in a manner that is efficient, highly responsive, technologically contemporary, cost effective and offers ongoing increased value to Health (including so as to be responsive to and consistent with current and future Whole of Government Arrangements) to the extent prescribed under clause 4;

ii. the Services and Service Levels focus on meeting business needs and providing ongoing assurance to Health that its business priorities can be achieved;

iii. Health only pays for what it consumes rather than on a provisioned basis (subject to any exceptions where an alternative pricing mechanism is better suited to Health's requirements); and

iv. the Service Provider accepts that its performance will be measured both quantitatively and qualitatively.

E. Health has conducted a Request for Tender (**RFT**) process for the provision of the Services, and the Service Provider was successful in that RFT process.

F. The Service Provider has fully informed itself on all aspects of the Services and the Outcomes that must be met, and has agreed to provide them in accordance with the terms and conditions contained in this Services Agreement.

G. Health has agreed to engage the Service Provider to provide the required Services on the terms and conditions of this Services Agreement.

PART 1 - INTERPRETATION AND TERM

1. Definitions and Interpretation

1.1 Definitions

1.1.1 In this Services Agreement, unless the contrary intention is expressed, the definitions in **Schedule 8 - Glossary** apply.

1.2 Precedence

1.2.1 Except as expressly specified otherwise in this Services Agreement, in the event of any inconsistency between:

(a) clauses 1 to 86 of this Services Agreement;

(b) Schedule 8 - Glossary;

(c) Schedule 2 - Statement of Requirement;

(d) Schedule 5 – Service Level and Service Standard Framework;

(e) Schedule 4 – Pricing Framework;

(f) Schedule 1 – Overview and Outcomes ;

(g) the other Schedules; and

(h) any Document referred to or incorporated by reference,

the clause or Document that is referenced earlier in this clause will prevail to the extent of any inconsistency with Documents referenced lower in this clause.

1.2.2 To avoid doubt in interpreting whether the Service Provider has performed its obligations regard will be had to **Schedule 2 - Statement of Requirement**, **Schedule 4 - Pricing Framework** and **Schedule 5 - Service Level and Service Standard Framework** and not **Schedule 1 - Overview and Outcomes** where the obligations are specifically addressed in **Schedule 2 - Statement of Requirement**, **Schedule 4 - Pricing Framework** or **Schedule 5 - Service Level and Service Standard Framework**. **Schedule 1 - Overview and Outcomes** will reflect a statement of future vision and intent that the Parties will work towards.

1.3 Rules for interpreting this Services Agreement

1.3.1 Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Services Agreement, except where the context makes it clear that a rule is not intended to apply.

1.3.2 A reference to:

(a) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(b) a Document or agreement, or a provision of a Document or agreement, is to that Document, agreement or provision as amended, supplemented, replaced or novated;

(c) a Party to this Services Agreement or to any other Document or agreement includes a permitted substitute or a permitted assign of that Party;

(d) a person includes any type of entity or body or persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in Law of the person;

(e) anything (including a right, obligation or concept) includes each part of it, provided that nothing in this clause 1.3.2(e) implies that performance of part of an obligation constitutes performance of that obligation;

(f) words 'includes' or 'including' means without limitation; and

(g) how numbers are written, e.g. five (5) if under 10 and are given numerical form if 10 or greater except for time, date, clause or schedule numbers which are numerical.

1.3.3 A singular word includes the plural, and vice versa.

1.3.4 A word which suggests one (1) gender includes other genders.

1.3.5 A reference to the background, a recital, clause, schedule or appendix is to the background, a recital, clause, schedule or appendix (as amended from time to time) of or to this Services Agreement.

1.3.6 If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

1.3.7 The word "**agreement**" includes an undertaking or other binding arrangement or understanding in writing.

1.3.8 The words "**subsidiary**", "**holding company**" and "**Related Body Corporate**" have the same meanings as in the *Corporations Act 2001* (Cth).

1.3.9 A reference to monetary units is to units of Australian currency.

1.3.10 A reference to time for delivery is to Australian Eastern Standard Time or Australian Eastern Daylight Time as appropriate.

1.3.11 A reference to a matter being to the knowledge of a person means that the matter is to the best of the knowledge and belief of that person after proper inquiry, including inquiry which a reasonable person would be prompted to make by reason of knowledge of a fact.

1.3.12 A Document will be incorporated into and form part of this Services Agreement if the Parties sign the Document, and it is referred to in this Services Agreement, or the Parties expressly intend it to form part of this Services Agreement, and a reference to such a Document is to that document as amended from time to time in accordance with the provisions of this Services Agreement.

1.3.13 Where a term is defined in this Services Agreement, another part of speech or grammatical form of that term has a corresponding meaning.

1.3.14 If the day on or by which a person must do something under this Services Agreement is not a Business Day, the person must do it on or by the next Business Day.

1.3.15 Service descriptions use ITIL terms where ITIL terms are applicable.

1.3.16 Notes are used in this Services Agreement to provide guidance on interpretation of clauses.

2. Term

2.1.1 This Services Agreement begins on the Commencement Date and ends on 30 June 2021 unless terminated in accordance with clause 76 or extended in accordance with this clause 2.

2.1.2 The Initial Term may be extended for further period(s) of:

(a) one (1) year each; or

(b) multiple years (**Extended Term**),

up to a maximum of an additional six (6) years, on the terms and conditions then in effect except as to price, by Health giving written Notice to the Service Provider. Such Notice must be provided:

(c) at least 20 Business Days before the end of the then current Term; or

(d) within another period agreed in writing between the Parties.

2.1.3 Any extension exercised in accordance with clause 2.1.2 takes effect from the end of the then current Term.

2.1.4 Prior to Health exercising an option under clause 2.1.2 the Service Provider must, after it receives a request by Health and at least 60 Business Days prior to the end of the then current Term, submit a list of the prices it proposes to be paid by Health for the Services for the Extended Term. The price for the provision of the Services for the Extended Term will be negotiated in good faith between the Parties, but must not exceed the previous year's Charges/COLA in respect of each Resource Unit.

2.1.5 For the avoidance of doubt, any perpetual licences granted under this Services Agreement continue beyond the expiry or early termination of this Services Agreement.

2.2 No expectation of extension

2.2.1 The Service Provider acknowledges and agrees that despite:

(a) the extension option in clause 2.1.2;

(b) any representations made by Health, expressly or implicitly; or

(c) the performance by the Service Provider of its obligations in this Services Agreement,

the Service Provider is not entitled to expect that the Term will be extended or that the Service Provider will be offered any right to extend or negotiate for any extension of the Term.

2.3 Base Spend

[redacted]

[redacted]

[redacted]

2.4 Non-exclusivity of Services and no minimum purchase guarantee

[redacted]

[redacted]

PART 2 - OUTCOMES BASED SERVICES AGREEMENT

3. Overview

3.1.1 **Schedule 1 - Overview and Outcomes** supports the Outcomes by providing a high level overview of Health's requirements for the Services, and a description of the outcomes-based contracting approach it requires for the delivery of these requirements.

3.1.2 The Service Provider must perform the Services so as to meet the Outcomes. In this regard, the Parties acknowledge the importance that:

(a) opportunities for change are identified;

(b) objectives with respect to the National Cervical Screening Program are met;

(c) objectives with respect to the National Bowel Cancer Screening Program are met;

(d) the scope of the National Cancer Screening Project and project delivery phases is accurate;

(e) the basis for performance measurement and payment is accurate; and

(f) Key Requirements are met,

as referenced in **Schedule 1 - Overview and Outcomes**.

3.1.3 The Parties acknowledge and agree that:

(a) although this Services Agreement describes certain Services, tasks and obligations that must be performed by, or met by, the Service Provider, it is not intended for this Services Agreement to describe every service, function or responsibility that is within the scope of the Service Provider's obligations to meet the Outcomes and perform the Services;

(b) the Service Provider has, subject to this Services Agreement, the ability to determine how it will perform the Services to meet the Outcomes and perform the Services; and

(c) the Service Provider may use its experience, resources and expertise to determine how to best perform the Services in order to meet the Outcomes (subject to any Key Requirements as set out in this Services Agreement).

3.1.4 The Parties acknowledge and agree that it is critical to Health that Health, the Service Provider, Other Service Providers and key Stakeholders establish and maintain a collaborative and strategic relationship based on trust.

3.1.5 Except in respect of the calculation of Bonuses, notwithstanding any other provision in this Services Agreement, the Service Provider's performance against the Outcomes will be measured by reference to the applicable Service Levels and Service Standards that are aligned to and measure each of the Outcomes as set out in **Schedule 5 - Service Level and Service Standard Framework.** However, the Bonus in **Schedule 5 - Service Level and Service Standard Framework** will be measured against the Outcomes.

4. Whole of Government (WoG) Arrangements

4.1 Service Provider acknowledgement

4.1.1 The Service Provider acknowledges that the Commonwealth has, and will continue to, set up WoG Arrangements that enable or facilitate the provision of certain goods and services to one or more Agencies.

4.1.2 The Service Provider acknowledges and agrees that:

(a) part or all of the Services under this Services Agreement may fall within the scope of a WoG Arrangement; and

(b) if part or all of the Services fall within the scope of a WoG Arrangement, Health, in its discretion, may exercise any option available to it under this clause 4 or otherwise, as required to deliver value for money to the Commonwealth.

4.2 Incorporating terms from WoG Arrangement

4.2.1 The Parties agree that if:

(a) during the Term the Commonwealth has entered, or enters, into a WoG Arrangement with the Service Provider for a combination of services that in aggregate are substantially similar to the Services (including end to end responsibility for the provision of the combination of services to a substantially similar set of requirements);

(b) Health, in its absolute discretion, considers that the terms and conditions under which the Services are provided to it should be those which would be provided to it by the Service Provider under an agreement made pursuant to that WoG Arrangement; and

(c) Health Notifies the Service Provider that it requires some or all of the Services to be provided under that WoG Arrangement,

then:

(d) subject to agreement by the Parties acting reasonably, this Services Agreement will be amended in accordance with the Notice given in clause 4.2.1(c), to take effect at the date agreed by the Parties so that:

(i) to the extent of any inconsistency between the terms of this Services Agreement and the terms of the WoG Arrangement that Health requires the Services to be provided under, the terms of this Services Agreement will be replaced with the terms of the WoG Arrangement; and

(ii) to the extent that there is no inconsistency, the terms of this Services Agreement will continue.

4.2.2 The Notice referred to in clause 4.2.1(c) may provide that this Services Agreement will only be changed to replace all amounts payable by Health for the Services with the amounts that would be payable under the applicable WoG Arrangement.

4.2.3 If Charges are reduced in accordance with this clause 4:

(a) the Charges will be reduced to reflect the Charges in the WoG Arrangement on a like-for-like basis, so that the categories of Charges in this Services Agreement (and their components if specified) are reduced to reflect the amounts for the same categories (or their components if specified) in the WoG Arrangement;

(b) discounts applicable to a WoG Arrangement for categories of products and services will apply to the same categories of products and services in this Services Agreement; and

(c) any additional discounts specified in the WoG Arrangement will apply from the date of the Notice referred to in clause 4.2.1(c) (in addition to discounts referred to in clause 4.2.3(b)).

4.2.4 The Parties acknowledge and agree that a WoG Arrangement may include standing offers under which goods and services are offered to Agencies.

4.3 Acquiring services from the WoG Arrangement

4.3.1 The Parties agree that if:

(a) during the Term there exists, or the Commonwealth implements, a WoG Arrangement in respect of good or services similar to or included in the Services;

(b) Health, in its absolute discretion, decides to obtain the Services from another service provider on the panel of a WoG Arrangement rather than under this Services Agreement; and

(c) Health Notifies the Service Provider that the Services under this Services Agreement are no longer required from the Service Provider,

then:

(d) subject to agreement by the Parties acting reasonably, this Services Agreement will be amended to reflect the Notice given in clause 4.3.1(c), so that:

(i) the services to be provided by a service provider on the panel of a WoG Arrangement will be removed from the Services to be provided by the Service Provider under this Services Agreement; and

(ii) this Services Agreement will be amended to reflect the change in the scope of the Services to be provided by the Service Provider under this Services Agreement (including any relevant adjustments in the Charges).

4.3.2 The Notice referred to in clause 4.3.1(c) must include details of the Services to be provided to Health under the WoG Arrangement, rather than under this Services Agreement.

4.3.3 Clause 76.3.1 applies to any amendment to this Services Agreement under this clause 4 as a result of a WoG Arrangement.

4.4 Variation process

4.4.1 Health will prepare the necessary Documentation to reflect any amendment to this Services Agreement effected by any Notice given under this clause 4 and forward that Documentation to the Service Provider.

4.5 Subcontractors

4.5.1 The Service Provider must ensure that each Subcontract includes a clause substantially in the same terms as this clause 4 which allows:

(a) Health to take advantage of any WoG Arrangement to which any of the Subcontractors are a party; and

(b) the Service Provider to reduce the scope of the Subcontract in the event that Health exercises its rights in this clause 4 to reduce the scope of this Services Agreement in order to transfer part of the Services to a WoG Arrangement.

5. Other Agency Contracts ('Piggy-backing' clause)

5.1.1 The Service Provider acknowledges that the Services provided under this Services Agreement may be of value to other Agencies.

5.1.2 The Service Provider offers to provide Similar Services to any Agency in accordance with clause 5.1.3 and clause 5.1.4.

5.1.3 An Agency that requires Similar Services may request a quotation for the Similar Services from the Service Provider. If such a request is made, the Service Provider must negotiate in good faith with that Agency the terms of a separate contract with provisions that are equal to, or are no less favourable than, those set out in this Services Agreement.

5.1.4 Each contract agreed and executed in accordance with clause 5.1.3 will create a separate contract between the Service Provider and the relevant Agency (or the Commonwealth, State or Territory as represented by that Agency, if applicable) for the supply by the Service Provider of the required Similar Services to the Agency. Health will have no involvement in, and will not be a party to, any such contract.

5.1.5 This clause 5 does not limit the scope of any rights granted to Health, or obligations of the Service Provider, in accordance with this Services Agreement for the provision of Services.

PART 3 - IMPLEMENTATION

6. Implementation - General

6.1.1 On and from the Commencement Date, the Service Provider must do all things necessary to provide the Implementation Services for Implementation of the Register in accordance with **Schedule 6 – Implementation and Transition Requirements**, **Schedule 2 - Attachment B - Register ICT Service Requirements** and the Implementation Documentation, so that the Register is ready for operation in the Production Environment by the Go Live Date.

6.1.2 Implementation comprises the following phases, as detailed in **Schedule 6 – Implementation and Transition Requirements**:

(a) Phase 1A - Design;

(b) Phase 1B - Build;

(c) Phase 1C - Testing; and

(d) Phase 1D - Production Readiness.

6.1.3 The Service Provider must provide and comply with the minimum Implementation Documentation as set out in **Schedule 6 – Implementation and Transition Requirements**.

6.1.4 The Service Provider must develop a Master Project Management Plan in consultation with Health in accordance with **Schedule 6 – Implementation and Transition Requirements**. The Service Provider must maintain the Master Project Management Plan for the Term of this Services Agreement.

7. Implementation Services

7.1 General

7.1.1 The Service Provider must provide the Implementation Services set out in **Schedule 2 - Attachment B - Register ICT Service Requirements**, to design, build, test and implement the Register including the:

(a) Planning Services;

(b) Design Services;

(c) Build Services;

(d) Testing Services; and

(e) Deployment Services.

7.1.2 The Service Provider must comply with all requirements for the conduct of Acceptance Testing during the Implementation Period, as set out in **Schedule 2 - Attachment B - Register ICT Service Requirements**, **Schedule 6 – Implementation and Transition Requirements**, clause 25 and the Acceptance Test Plan, to determine whether the Service Provider has met the Acceptance Criteria.

7.1.3 If the Service Provider has not met all Acceptance Criteria, the Service Provider must do all things necessary (at no cost to Health) to rectify any problem and the Acceptance Tests must be repeated.

7.1.4 The Service Provider must use reasonable endeavours to perform the Services during any delay in the passage of the New Law.

7.2 Planning Services

7.2.1 The Service Provider must provide the Implementation planning services in accordance with **Schedule 2 - Attachment B - Register ICT Service Requirements**.

7.2.2 The following Service Levels and Service Standards specified in **Schedule 5 - Attachment A - Service Levels and Service Standards** are agreed to apply after Implementation and Transition:

(a) 1-a: Accessibility, reliability and Availability of Services to End Users – 2, 4, 6 and 7;

(b) 1-b: Stability and reliability of the Register – 1, 2, 3, 4 and 5;

(c) 1-c: Feedback, queries and complaints for the National Cancer Screening Programs are Resolved, accurately, effectively and promptly – 1;

(d) 1-d: Operational delivery of NCSR Services – 1, 2, 3, 4, 5 and 6;

(e) 1-e: Policies and Procedures – 1;

(f) 2-a: Highly Satisfied Users – 1;

(g) 2-b: Call Centre Quality (as per 2-a);

(h) 2-c: Call Centre Quality – 1 and 2;

(i) 3-a: Timely, accurate and reliable Data and reporting on National Cancer Screening Programs – 1, 2, 3, 4, 5, 6 and 7;

(j) 4-a: Demonstrated Reduction in costs – 1;

(k) 4-b: Demonstrated improvement in value through progressive improvement, optimisation and innovation of the Services – 1 and 2;

(l) 5-a: Demonstrated Strategic Relationship;

(m) 5-b: Knowledge of National Cancer Screening Program; and

(n) Service Standards: 5, 8, 9 (subject to being limited to Register ICT Incidents), 10, 11, 14, 15, 16, 17, 18, 19, and 20.

7.2.3 The Parties will negotiate the following draft Service Levels and Service Standards specified in **Schedule 5 - Attachment A - Service Levels and Service Standards** in good faith over the first three (3) Months of the Implementation Period and the applicable agreed Service Levels and Service Standards will apply after Implementation and Transition:

(a) 1-a: Accessibility, reliability and Availability of Services to End Users – 1, 3 and 5;

(b) 1-c: Feedback, queries and complaints for the National Cancer Screening Programs are Resolved, accurately, effectively and promptly – 2;

(c) 3-a: Timely, accurate and reliable Data and reporting on National Cancer Screening Programs – 8; and

(d) Service Standards: 1, 2, 3, 4, 6, 7, 12, 13 and 21.

7.2.4 For the purposes of the Parties' negotiations pursuant to clause 7.2.3:

(a) the Parties will have regard to:

(i) industry standard measures;

(ii) any relevant existing performance Data;

(iii) any objective Data the Service Provider or any other third party can provide based on similar measures for other organisations similar to Health; and

(iv) technical feasibility (in terms of the existing measurement or reporting capability within the Register) and the costs of implementation (including once-off configuration costs and additional resourcing that may be required; and

(b) if the Parties are unable to agree the relevant Service Levels and Service Standards set out in clause 7.2.3, discussion at Health / Service Provider senior representative level will occur in accordance with Schedule 3 - Management and Governance.

7.2.5 If any draft Service Levels and Service Standards listed in clause 7.2.3 are not agreed within the first three (3) Months of the Implementation Period, then the more favourable of:

(a) the average level of performance that Health received in respect of that draft Service Level or Standard in the 12 month period prior to the Commencement Date (as demonstrated by Health); or

(b) the applicable Service Level or Service Standard proposed by the Service Provider during the negotiations,

will apply as the applicable Service Level or Service Standard after Implementation and Transition.

7.2.6 If the Parties agree to vary the draft Service Levels or Service Standards specified in **Schedule 5 - Attachment A - Service Levels and Service Standards** during the Implementation and Transition Period no costs arising from those changes will be attributed or passed on to Health.

7.3 Design Services

7.3.1 The Service Provider must provide the Design Services in accordance with **Schedule 2 - Attachment B - Register ICT Service Requirements**.

7.3.2 The Service Provider must develop a Solution Architecture for Health's Acceptance, addressing at a minimum the requirements set out in **Schedule 2 - Attachment B - Register ICT Service Requirements**.

7.3.3 The Service Provider must finalise the Solution Architecture in accordance with the timeframe agreed under the Project Schedule. Once the Solution Architecture is Accepted by Health, the Service Provider must comply with the Solution Architecture and the requirements in **Schedule 2 - Attachment B - Register ICT Service Requirements**.

7.3.4 The Solution Architecture must be consistent with and address the design and architecture requirements specified in **Schedule 2 - Attachment E - High Level Design**.

7.3.5 The Register must be built, deployed and tested in accordance with the Accepted Solution Architecture.

7.4 Build Services

7.4.1 The Service Provider must provide the Build Services in accordance with **Schedule 2 - Attachment B - Register ICT Service Requirements**, which includes:

(a) Infrastructure Build Services;

(b) Configuration Services;

(c) Development Services, where required; and

(d) Integration Services.

7.4.2 The Build Services include those Services required for the build of the Register, and the capabilities for the Call Centre Services and Mailhouse Management Services.

7.4.3 Without limiting the requirements in **Schedule 2 - Statement of Requirement**, the Service Provider must:

(a) develop the Developed Software and deliver, install and implement all relevant Software and Equipment in accordance with any relevant Milestone Dates and otherwise in accordance with **Schedule 2 - Statement of Requirement**; and

(b) ensure that the Software, when installed and implemented, and for so long as it is maintained under this Services Agreement, provides the functions and meets the performance and other requirements of **Schedule 2 - Statement of Requirement** and relevant Documentation.

7.4.4 Without limiting any other rights of Health, the Service Provider will promptly rectify any Defect in the Register that occurs as a result of the integration Services during the first 90 calendar days after Acceptance of the Register and provision of the integration Services.

7.5 Testing Services

7.5.1 The Service Provider must develop, maintain and manage an Acceptance Test Plan for Acceptance of the Register in accordance with the Implementation and Transition Plan and **Schedule 2 - Attachment B - Register ICT Service Requirements**.

7.5.2 Once the Acceptance Test Plan is Accepted by Health, the Service Provider must comply with the Acceptance Test Plan, and deliver the test services in accordance with the Acceptance Test Plan and **Schedule 2 - Attachment B - Register ICT Service Requirements**.

7.6 Deployment Services

7.6.1 The Service Provider must develop, maintain and manage a Deployment Plan in accordance with **Schedule 2 - Attachment B - Register ICT Service Requirements**.

7.7 Data Migration Plan

7.7.1 The Service Provider must develop, maintain and manage a Data Migration Plan in accordance with **Schedule 2 - Attachment B - Register ICT Service Requirements**.

8. Other Activities

8.1 Project Management

8.1.1 The Service Provider must develop and maintain a detailed work breakdown structure (**WBS**) in the Implementation and Transition Project Schedule outlining core streams of work, proposed Milestones, sub-activities at a level of detail showing an accurate and time-based allocation of resources, monitoring processes and strategies for managing dependencies in accordance with **Schedule 6 – Implementation and Transition Requirements** and **Schedule 2 - Attachment B - Register ICT Service Requirements**.

8.2 Resource Management

8.2.1 The Service Provider must develop a Resource Plan for Health's Acceptance, addressing at a minimum the requirements set out in **Schedule 6 – Implementation and Transition Requirements**.

8.2.2 The Service Provider must finalise the Resource Plan in accordance with the timeframe agreed under the Project Schedule.

8.2.3 Once the Resource Plan is Accepted by Health, the Service Provider must comply with and maintain the Resource Plan (including any updates or amendments Approved by Health).

8.3 Risk Management Plan

8.3.1 The Service Provider must develop a Risk Management Plan for Health's Acceptance, addressing at a minimum the requirements set out in **Schedule 6 – Implementation and Transition Requirements**.

8.3.2 The Service Provider must finalise the Risk Management Plan in accordance with the timeframe agreed under the Project Schedule.

8.3.3 The Service Provider must attend the Risk Management workshops as required under **Schedule 6 – Implementation and Transition Requirements**.

8.4 Quality Management

8.4.1 The Service Provider must develop a Quality Management Plan for Health's Acceptance, addressing at a minimum the requirements set out in **Schedule 6 – Implementation and Transition Requirements**.

8.4.2 The Service Provider must finalise the Quality Management Plan in accordance with the timeframe agreed under the Project Schedule.

8.4.3 On and from the Commencement Date, the Service Provider must do all things necessary to apply appropriate quality management practices to its Implementation of the Register, Transition and provision of the Services in accordance with **Schedule 6 – Implementation and Transition Requirements**, including to cooperate with any quality assurance reviews as required. Once the Quality Management Plan is Accepted by Health, the Service Provider must comply with the Quality Management Plan (including any updates or amendments Approved by Health).

8.5 Education and Training Plan

8.5.1 The Service Provider must develop an Education and Training Plan for Health's Acceptance, addressing at a minimum the requirements set out in **Schedule 6 – Implementation and Transition Requirements**.

8.5.2 The Service Provider must finalise the Education and Training Plan in accordance with the timeframe agreed under the Project Schedule.

8.5.3 Once the Education and Training Plan is Accepted by Health, the Service Provider must comply with and maintain the Education and Training Plan (including any updates or amendments Approved by Health).

8.6 Dr Foster Trial

8.6.1 Subject to the Health executive being satisfied with the demonstration of the existing Dr Foster tool by the Service Provider, a Dr Foster Trial will be implemented and conducted for a period of 6 months after the development of the Dr Foster Register Tracker tool. As part of any Dr Foster Trial the Service Provider will develop the Dr Foster Register Tracker tool in consultation with States and Territories by January 2018.

8.6.2 Any Dr Foster Trial will be conducted in accordance with methodology to be agreed by the Parties.

8.6.3 Health is not required to implement Dr Foster into the Register following any Dr Foster Trial.

9. Policies and Procedures Manual

9.1 Policies and Procedures Manual

9.1.1 During the Implementation Period, and in accordance with any timeframe specified in the Implementation and Transition Plan, the Service Provider must develop and maintain the Policies and Procedures Manual for Acceptance by Health, that includes the procedures described in **Schedule 6 - Implementation and Transition Requirements** and:

(a) describes how the Parties will work together and how the Services are to be performed and delivered. This includes details of Service methodology developed for Health;

(b) is of a nature and form, and in terms which comply with the requirements of this Services Agreement for the Policies and Procedures Manual and is acceptable to the Health Representative;

(c) clearly defines the Service Provider's roles and responsibilities including in relation to each Other Service Provider and Health Personnel;

(ca) defines Service Provider knowledge management and transfer within the Service Provider Personnel. In particular, this must include all back up Service Provider Personnel for Service Provider Key Personnel;

(cb) explains the role and responsibilities of Service Provider Personnel in the governance structure and confirm to Health which Service Provider Personnel have authority to agree particular Documentation, for example, variations to this Services Agreement;

(d) specifies the timeframes for delivery of the Services;

(e) articulates how the Program Policy will be operationalised;

(f) sets out how the Service Provider, Other Service Providers, the States and Territories and Health Personnel will work together in connection with this Services Agreement; and

(g) is able to be utilised by Health without reference to Service Provider Material or to Third Party Material that are not also provided to Health - that is, the Policies and Procedures Manual is effective and able to be used by Health without the need to refer to other Material that Health does not have or have a license to use perpetually.

9.1.2 Provision of the Policies and Procedures Manual is an Implementation Deliverable.

9.2 Commonwealth Data Protection Plan

9.2.1 The Service Provider must develop a CDPP that sets out how the Service Provider, its Subcontractors and Health will deal with and discharge their obligations in respect of Health Data (including Personal Information) during the provision of the Services.

9.2.2 The CDPP must:

(a) be consistent with the requirements of this Services Agreement;

(b) be consistent with the requirements of the *Privacy Act 1988* (Cth) and clause 63;

(c) specifically deal with minimising cybercrime risks;

(d) be consistent with the Protective Security Policy Framework (**PSPF**), the Information Security Manual (**ISM**) and any other applicable Health policy relating to security or the protection of data as amended or replaced from time to time, provided that the Service Provider is reimbursed for any additional substantive costs (if any, and as demonstrated to Health's satisfaction) of complying with the new or varied requirement; and

(e) set out the steps and processes that Health and the Service Provider must follow to protect the Health Data and other relevant information from any unauthorised access, misuse, damage, destruction, loss, alteration or corruption.

9.2.2A Health may from time to time, at its absolute discretion, add to or vary Health policy relating to security or the protection of data and the Service Provider must comply with the variation as notified to the Service Provider. The Service Provider is entitled to recover its additional substantiated (to Health's satisfaction) costs (if any) of complying with the new or varied requirements from Health.

9.2.3 Within 40 Business Days after the Commencement Date, the Service Provider must provide a draft of the CDPP and deliver it to Health for review. A final of the CDPP must be delivered in accordance with the timeframe agreed under the Project Schedule for Health Acceptance. Once Accepted, the CDPP forms part of this Services Agreement and each Party must comply with it unless Health gives written Approval otherwise.

9.2.4 Where a new security requirement is added or an existing security requirement is changed (other than a Statutory requirement), Health will provide as much notice as possible of the addition or change. However, the Service Provider acknowledges that Health may have limited ability to provide advance notice. The Service Provider will implement the addition or change in a timely manner.

PART 4 - TRANSITION

10. Transition - General

10.1.1 On and from the Commencement Date, the Service Provider must do all things necessary to provide the Transition Services for Transition to the Register in accordance with **Schedule 6 – Implementation and Transition Requirements** and the relevant Transition Documentation.

10.1.2 Transition comprises the following phases, as detailed in **Schedule 6 – Implementation and Transition Requirements**:

(a) Phase 2A - Planning and preparation; and

(b) Phase 2B - Program Transition.

10.1.3 Phase 2B - Program Transition includes Transition of the National Bowel Cancer Screening Program and Transition of the National Cervical Screening Program from the existing registers to the Register.

10.1.4 The Service Provider must develop an Implementation and Transition Plan for each program to be transitioned for Health's Acceptance, addressing at a minimum the requirements set out in **Schedule 6 – Implementation and Transition Requirements**.

10.1.5 The Service Provider must finalise the Implementation and Transition Plan for the National Bowel Cancer Screening Program register in accordance with the timeframe agreed under the Project Schedule. Once the Implementation and Transition Plan is Accepted by Health, the Service Provider must comply with the Implementation and Transition Plan (including any updates or amendments Approved by Health).

10.1.6 The Service Provider must provide and comply with the minimum Transition Documentation as set out in **Schedule 6 – Implementation and Transition Requirements**.

10.1.7 The Service Provider must provide Health with the Transition progress reports and arrange progress meetings as required under **Schedule 6 – Implementation and Transition Requirements**.

10.1.8 During the Transition Period, the National Cervical Screening Program registers will be Transitioned to the Register. The Service Provider must develop a Implementation and Transition Plan for the Transition of each State and Territory register to the Register.

11. Transition Services

11.1 General

11.1.1 The Service Provider must provide the Transition Services set out in **Schedule 2 - Attachment A - Operator Service Requirements** and **Schedule 6 – Implementation and Transition Requirements**, to Transition the National Bowel Cancer Screening Program and Transition of the National Cervical Screening Program from the existing registers to the Register.

11.1.2 The Service Provider must comply with all requirements for the conduct of Acceptance Testing during the Transition Period, as set out in the Acceptance Test Plan and **Schedule 6 – Implementation and Transition Requirements** and

clause 25, to determine whether the Service Provider has met the Acceptance Criteria.

11.1.3 If the Service Provider has not met all Acceptance Criteria, the Service Provider must do all things necessary (at no cost to Health) to rectify any problem and the Acceptance Tests must be repeated.

11.2 Data Cleansing

11.2.1 If the Solution Architecture requires that data cleansing is to be performed by the Service Provider, the Service Provider must process the Health Data and make Modifications to the Health Data by:

(a) eliminating records that are clearly duplicates;

(b) correcting obvious misspellings and errors;

(c) ensuring that there are consistent descriptions, punctuation and syntax; and

(d) resolving any other obvious inaccuracy, omission or inconsistency issues,

to meet the level of accuracy and consistency stated in the Solution Architecture.

11.3 Data Migration

11.3.1 The Service Provider must perform the data conversion and migration Services described in the Data Migration Plan, **Schedule 2 - Attachment B - Register ICT Service Requirements** and **Schedule 2 - Attachment C - Functional Requirements**.

11.3.2 For data conversion and migration, the Data Migration Plan may include the following stages:

(a) assessment and definition of the:

(i) the Incumbent Service Provider's existing system;

(ii) Health Data migration goals;

(iii) required Deliverables; and

(iv) complexity of the project, End User experience and requirements;

(b) development of a data conversion and migration strategy that is appropriate for Health's needs and End Users covering all appropriate planning and timetabling issues associated with the data conversion and migration including:

(i) identification of the Services to be performed;

(ii) identification and procurement of any necessary products;

(iii) allocation of responsibilities within each Party's organisation;

(iv) staging of the project;

(v) whether a data warehouse will be used as a staging mechanism in the migration of data;

(vi) development of a Milestones; and

(vii) implementation of the Services;

(c) preparation/pre-migration which may include recovering data, designing extraction and functional specifications, and developing contingency arrangements should the migration of the Health Data not be successful;

(d) procurement or design and development of relevant software and systems to effect the data conversion and migration;

(e) migration including installation of the migrated data including (as applicable) development of associated Documentation and training of users; and

(f) testing and Acceptance of the migrated data in accordance with clause 25.

11.3.3 Once the Service Provider receives the Health Data, thereafter the Service Provider is responsible for backing up any Health Data on which it has performed any Services.

11.3.4 Where the data migration and deployment Services are to be performed using Third Party Software, software tools, object libraries, other items or methodologies owned by the Service Provider or any other party, the Service Provider must use reasonable endeavours to provide Health with an overview of the Third Party Software, software tools, object libraries, other items or methodologies that are used by the Service Provider.

11.4 Stakeholder Management Support

11.4.1 The Service Provider must develop a Stakeholder Management Plan for Health's Acceptance, addressing at a minimum the requirements set out in **Schedule 6 – Implementation and Transition Requirements**.

11.4.2 The Service Provider must finalise the Stakeholder Management Plan in accordance with the timeframe agreed under the Project Schedule.

11.5 Exceptions

11.5.1 The Service Provider is not responsible for any errors or omissions that are contained in the Health Data that the Service Provider is not required to correct under the Services.

11.5.2 Nothing in this Services Agreement requires the Service Provider to verify the Health Data against the independent original source of the data (e.g. correcting the spelling of a person's name does not require the Service Provider to contact the person to ascertain the correct spelling), unless stated otherwise under this Services Agreement.

11.6 Dependencies

11.6.1 The enactment of relevant Statutes to allow the Register to access and use the Data without any further need for individual consent.

11.6.2 Relevant Stakeholders agreeing to the Data Migration Plan.

PART 5 - PROVISION OF REGISTER ICT SERVICES TO MEET THE OUTCOMES

12. Register ICT Services

12.1.1 The Service Provider must do all things necessary to meet its obligations under this Services Agreement and provide the Services to deliver the Outcomes through the provision of the Register ICT Services and must provide the Register ICT Services to maintain and support the Register in accordance with **Schedule 2 - Attachment B - Register ICT Service Requirements** including provision of:

(a) Infrastructure Services;

(b) Software Support Services;

(c) IT Service Desk Services;

(d) IT Service Management Services;

(e) IT Application Lifecycle Services;

(f) Continual Service Improvement (**CSI**); and

(g) Additional Services and Project Services.

12.1.2 In providing the Register ICT Services, the Service Provider must deliver the Functional Requirements and Non-Functional Requirements set out in **Schedule 2 - Attachment C - Functional Requirements** and **Schedule 2 - Attachment D - Non-Functional Requirements**.

12.1.3 The Service Provider must:

(a) provide the Register ICT Services (including their overall design, compatibility, interoperability, integration and operation) to meet the requirements of this Services Agreement at all times;

(b) provide suitable Register ICT Services including any conclusions, recommendations, advice, assumptions or interpretations made by the Service Provider in relation to the Register ICT Services;

(c) resolve any incompatibility, integration, interoperability or other design issue that may arise during the performance of the Register ICT Services; and

(d) manage any proposed Changes to the Register in accordance with clause 28.

12.1.4 The Service Provider must refresh Equipment and Software in the Register throughout the Term as required to meet its obligations under this Services Agreement. The Service Provider must provide evidence to Health that it is meeting its responsibilities in this regard as required by Health and as part of any audit conducted under clause 58.

PART 6 - PROVISION OF OPERATOR SERVICES TO MEET THE OUTCOMES

13. Operator Services

13.1.1 The Service Provider must do all things necessary to meet its obligations under this Services Agreement and provide the Services to deliver the Outcomes through the provision of the Operator Services and must provide the Operator Services to operate and support the Register in accordance with **Schedule 2 - Attachment A - Operator Service Requirements** including provision of:

(a) Call Centre Services;

(b) Manual Processing Services;

(c) Training;

(d) Web Content Management Services;

(e) Mailhouse Management Services;

(f) Reporting Services;

(g) Participant Recruitment Services;

(h) Program Participation Management Services;

(i) Screening Management Services;

(j) Screening Assessment Management Services;

(k) Screening Diagnosis Management Services;

(l) Participant Outcome Management Services;

(m) Ongoing Review and Assessment Services;

(n) Continuous Improvement; and

(o) Additional Services and Project Services.

13.1.2 The Service Provider must ensure that the Operator Services are functioning in accordance with the Functional Requirements and Non-Functional Requirements set out in **Schedule 2 - Attachment C - Functional Requirements** and **Schedule 2 - Attachment D - Non-Functional Requirements**.

13.1.3 The Service Provider must provide and maintain the Operations Manual in accordance with **Schedule 2 - Attachment A - Operator Service Requirements**.

PART 7 - GENERAL SERVICE PROVISION REQUIREMENTS

14. General

14.1.1 The Service Provider acknowledges that it is responsible for providing all goods and services necessary to meet its obligations under this Services Agreement, and that the Service Provider must do all things reasonably necessary to ensure that Health is not required to expend significant resources in discussing the scope of the Services with the Service Provider.

14.1.2 Except as otherwise expressly provided in this Services Agreement, the Service Provider must provide all accommodation, Personnel, Equipment, Hardware, Software, storage, Network Services, Data Centre facilities and other resources necessary to meet its obligations under this Services Agreement and provide the Services.

14.1.3 If incidental services or functions are required for the proper performance of the Services, they will be taken to be included in the scope of the Services, and where Health considers that incidental services or functions are so required, acting in accordance with clause 85.5, Health may request that the Service Provider provides those Services.

14.1.4 Without limiting its other obligations and liabilities under this Services Agreement, the Service Provider must correct at its cost any failure to comply with its obligations to provide the Services in accordance with this Services Agreement as soon as practicable after becoming aware of the failure.

14.1.5 The Service Provider must ensure the Services operate in accordance with the Program Policy.

15. Provision of Services in Australia

15.1.1 The Service Provider must perform all of the Services in Australia, unless otherwise agreed by Health in writing at least six (6) Months prior to the proposed performance of the relevant Services outside Australia. Health's agreement may be subject to conditions.

16. Exceptions

16.1.1 The Service Provider is not liable for any breach of this Services Agreement which arises as the result of:

(a) Modifications to the Health Data that were effected or attempted by a person other than the Service Provider;

(b) the unlawful or negligent act or omission of Health or Health Personnel (except the Service Provider);

(c) any material failure of Health to comply with its obligations under this Services Agreement;

(d) the wilful concealment or wilful non-disclosure after the Commencement Date by Health, or Health Personnel of any information or material relevant to the provision of the Register and Services. To avoid doubt, the non-disclosure of government internal policy development or Cabinet decisions is not wilful concealment or wilful non-disclosure;

(e) any Harmful Code, denial of service attack or other malicious act that adversely affects the Health Data (except to the extent that the Harmful

Code, denial of service attack or malicious act is caused by the negligence of, or malicious act by, the Service Provider or Service Provider Personnel, or due to failure of the Service Provider to implement Harmful Code protection or due to the failure of the Service Provider to comply with the Commonwealth Data Protection Plan); or

(f) an Excusable Event.

17. Required Consents

17.1.1 Except for the consents listed in **Schedule 17 - Consents**, the Service Provider must obtain all required consents and approvals as may be necessary for the Service Provider to complete Implementation and Transition and perform all of the Services in accordance with this Services Agreement so as to allow the Service Provider to deliver all of its obligations under this Services Agreement.

17.1.2 Unless expressly stated in **Schedule 4 - Pricing Framework**, the Service Provider must pay any fees (including transfer, right to use, access or upgrade fees) that may be required to obtain a required consent or approval. If any required consent or approval is not obtained, the Service Provider must determine and adopt, subject to the requirements of this Services Agreement, alternative approaches that are necessary and sufficient to meet its obligations under this Services Agreement and provide the Services without that required consent.

17.1.3 The Parties will use their reasonable endeavours to work together to identify any consents or approvals required of End Users, Incumbent Service Providers, States and Territories and Other Service Providers in order for the Service Provider to complete Implementation and Transition and perform the Services in compliance with all relevant Laws, and once such consents or approvals are identified, use their reasonable endeavours to develop and implement a preferred process for obtaining those consents or approvals. However, as a general proposition Health expects the Service Provider to obtain those consents or approvals. If the Service Provider is unable to obtain such consents or approvals in a timely manner (in spite of having exercised all reasonable endeavours to do so), the Service Provider must promptly notify Health and Health will provide reasonable assistance to obtain the relevant consents or approvals or determine another course of action.

18. Risk Management

18.1.1 On and from the Commencement Date, the Service Provider must do all things necessary to apply appropriate Risk Management practices to its delivery of the Services during the Term of this Services Agreement and any Disengagement Period.

18.1.2 Once the Risk Management Plan is Accepted by Health in accordance with clause 8.3 and **Schedule 6 – Implementation and Transition Requirements**, the Service Provider must comply with the Risk Management Plan (including any updates or amendments Approved by Health) for the Term.

19. Education and Training

19.1.1 Once the Education and Training Plan is Accepted by Health in accordance with clause 8.5 and **Schedule 6 – Implementation and Transition Requirements**, the Service Provider must comply with and maintain the Education and Training Plan (including any updates or amendments Approved by Health) for the Term.

20. Stakeholder Management Support

20.1.1 On and from the Commencement Date, the Service Provider must work with and support Health, the States and Territories, Stakeholders and Other Service Providers in all Stakeholder engagement activities that are required to deliver the Services. Once the Stakeholder Management Plan is Accepted by Health in accordance with clause 11.4 and **Schedule 6 – Implementation and Transition Requirements**, the Service Provider must comply with the Stakeholder Management Plan (including any updates or amendments Approved by Health) for the Term.

21. Resource Management

21.1.1 Once the Resource Plan is Accepted by Health in accordance with clause 8.2 and **Schedule 6 – Implementation and Transition Requirements**, the Service Provider must maintain and comply with the Resource Plan for the Term of this Services Agreement and the Disengagement Period.

22. Recipients of Services

22.1 General

22.1.1 The Service Provider must provide the Services to the End Users.

22.2 Changes to Health or Portfolio Agencies

22.2.1 The Service Provider acknowledges and agrees that:

(a) the size, scope or operations of Health may change during the Term, including because of:

(i) amalgamation with other Agencies;

(ii) a restructure of Health by the Commonwealth;

(iii) all or part of Health becoming part of any other Agency;

(iv) a change in the functions that Health is required to perform;

(v) Health performing functions for other entities, including the provision of services to those entities; or

(vi) Health or any other Agency or part of Health or any other Agency being privatised; and

(b) similarly, the number, size, scope or operations of the In-Scope Health Portfolio Agencies may also change during the Term.

22.2.2 If Health Notifies the Service Provider of:

(a) a change to the size, scope or operations of Health;

(b) the addition of a new National Cancer Screening Program to the Register;

(c) a change to the number, size, scope or operations of the In-scope Health Portfolio Agencies; or

(d) additional Other Health Portfolio Agencies or End Users to whom the Services must be provided by the Service Provider,

and that alters the way the Program operates, then the Service Provider must provide the Services in accordance with the changed arrangements on the terms of this Services Agreement.

22.2.2A Health must provide the Service Provider with as much notice as possible of a change to which this clause 22.2 applies.

22.2.3 To the extent the flexibility in clauses 22.2.1 and 22.2.2 is not already built into this Services Agreement (e.g. covered by the variables in the Charges), the Parties must amend this Services Agreement to take into account any such changed arrangements. Any amendments must:

(a) equitably reflect the changes; and

(b) be consistent with the existing cost, resource, pricing and Outcomes focus of this Services Agreement.

22.3 Service Provider to continue to provide Services for transferred operations

22.3.1 If any part of the operations or business of Health or an In-scope Health Portfolio Agency is transferred to another Agency or a separate entity:

(a) the Service Provider must, if and as requested by Health, continue to provide the Services for the transferred operations or business to that new Agency or other entity on the terms of this Services Agreement (including so as to continue to meet the Outcomes) for the remainder of the Term;

(b) if necessary, the Service Provider and the new Agency or other entity will enter into a new agreement on substantially the same terms as this Services Agreement (the amount of Charges payable under any such new agreement must reflect the scope of the transferred operations or business as a result of the transfer to a new entity or other Agency);

(c) the Charges under this Services Agreement will be changed to reflect the reduced scope of the Services provided to Health or the In-Scope Health Portfolio Agency;

(d) subject to clause 22.2.3, the Service Provider is entitled recover from Health or the In-Scope Health Portfolio Agency any additional substantiated (to Health's satisfaction) costs (if any) incurred, or as a consequence of, the transfer;

(e) Health will provide the Service Provider as much notice as possible of the transfer; and

(f) Health may remove the affected Services from the scope of this Services Agreement in accordance with clause 76.3.1 to 76.3.7.

22.4 Effect of changes on Outcomes

22.4.1 If any changes under this clause 22 impact upon the ability of the Service Provider to meet the Outcomes, the Parties will discuss those impacts in good faith and may amend this Services Agreement in accordance with clause 82 as required to ensure the Service Provider continues to meet the Outcomes. If the Service Provider seeks any amendment to this Services Agreement, it must do so within three (3) Months from the date the impact upon the ability of the Service Provider to meet the Outcomes is known.

22.5 No effect on variable Charges

22.5.1 Nothing in this clause 22 limits any process set out in this Services Agreement for determining variable Charges payable by Health (including any Charges which are based on the number of units of resources that are consumed by Health in a given period).

23. Technical Documentation

23.1.1 The Service Provider must provide Health with up to date technical and operator Documentation containing sufficient information to enable Health to make full use of the Register at all times and to exercise its rights under this Services Agreement. The Documentation must be provided in accordance with **Schedule 2 - Statement of Requirement**.

23.1.2 The Service Provider must provide Documentation to End Users as required to enable End Users to gain access to the Register in accordance with **Schedule 2 - Statement of Requirement**.

23.1.3 The Documentation must at all times:

(a) be current and accurate and consistent with **Schedule 2 - Statement of Requirement** and the Outcomes;

(b) adequately explain key terms and symbols; and

(c) be in English.

23.1.4 The Services include providing all necessary amendments, revisions and updates of the Documentation.

23.1.5 The Service Provider must amend or substitute the Documentation promptly as required by Health or **Schedule 2 - Statement of Requirement.**

24. Policies and Procedures Manual

24.1.1 The Service Provider must comply with the Policies and Procedures Manual during the Term and Disengagement Period in the delivery of the Services.

24.1.2 The Service Provider must update the Policies and Procedures Manual regularly as material changes occur, and as agreed by the Parties, and at least on a quarterly basis.

24.1.3 The Service Provider acknowledges and agrees that up to date copies of the Policies and Procedures Manual will be made available electronically to:

(a) Health and other Agencies; and

(b) Other Service Providers, including any Step In Party or new Service Provider after the end of the Term, if required by Health.

24.1.4 The Service Provider acknowledges and agrees that neither the content of, nor adherence to, any Policies and Procedures Manual will limit or affect any of Health's rights or the Service Provider's obligations under or in connection with this Services Agreement.

24.1.5 The Service Provider must not implement any variations made to the Policies and Procedures Manual unless Health has Approved the variation. Approval of a

variation does not amend this Services Agreement except in relation to the list of Approved Subcontractors, Service Provider Personnel or Health Supplied Items.

Note: The first Policies and Procedures Manual is subject to Acceptance. Variations are subject to Approval.

25. Acceptance of Services and Deliverables provided by the Service Provider

[Note: Documentary Deliverables will usually be subject to Approval. Acceptance will normally apply to an event e.g. a testing event such as Go Live. However, Documentary Deliverables may be part of the Acceptance of an event and thus may be captured in Acceptance Tests]

25.1 General

25.1.1 The Service Provider must submit Implementation, Transition and Project Services and Deliverables to Health for Acceptance:

(a) where this Services Agreement indicates they are subject to Acceptance or Acceptance Testing; or

(b) not used.

25.1.2 The process for Acceptance of Services and Deliverables is:

(a) the Service Provider must carry out the Acceptance Testing as specified in **Schedule 2 - Statement of Requirement** or the relevant Acceptance Test Plan;

(b) if required by Health, the Service Provider must allow Health or its authorised representatives to observe the performance of the Acceptance Testing or other tests conducted by the Service Provider;

(c) the Service Provider agrees that Health, or any Health representative at the request of Health, may also carry out the Acceptance Testing or any part of the Acceptance Testing within the timeframes for Acceptance Testing as set out in the Acceptance Test Plan. The costs of Health (or its service provider) undertaking the Acceptance Testing will be borne by Health, unless the Acceptance Testing shows that the Service Provider failed to comply with the applicable Acceptance Criteria, in which case the cost of the Acceptance Testing must be borne by the Service Provider;

(d) the Service Provider must comply with any reasonable request by Health for further Acceptance Testing. Any further Acceptance Tests will be conducted in accordance with the relevant Acceptance Test Plan. If that Acceptance Test Plan is silent on this point, the further Acceptance Testing will be conducted in accordance with processes and criteria to be Notified by Health and will be at the expense of Health, unless the further Acceptance Testing shows that the Service Provider failed to comply with the provisions of this Services Agreement, in which case the costs of the further Acceptance Tests must be borne by the Service Provider;

(e) if, in accordance with the relevant Acceptance Test Plan, the Service Provider:

(i) has complied with the Acceptance Criteria, Health will issue an Acceptance Certificate in respect of the relevant Service or Deliverable; or

(ii) has not complied with the Acceptance Criteria, Health will Notify the Service Provider and the Service Provider must (at no cost to Health) then do all things necessary to ensure that the Acceptance Criteria are met. The Acceptance Testing must be repeated as soon as practicable after Notification from the Service Provider to Health that it believes it has been corrected and meets the Acceptance Criteria, and this clause 25 will apply to the repeated Acceptance Testing;

(f) if the Service Provider does not comply with the Acceptance Criteria for a Service or Deliverable within:

(i) 15 Business Days after the commencement of Acceptance Testing for a Service or Deliverable; or

(ii) if further Acceptance Testing is required under this clause 25, such further period as is Notified by Health,

Health may treat the non-compliance as a failure by the Service Provider to comply with the relevant obligation under this Services Agreement;

(g) the issuing of an Acceptance Certificate in accordance with clause 25.1.2(e) is not a waiver of rights and an Acceptance Certificate may impose such conditions and qualifications as Health reasonably requires and the Service Provider must comply with these conditions and qualifications; and

(h) the Service Provider must create and maintain comprehensive records of the Acceptance Testing undertaken, including any faults identified and the outcomes, and provide a copy to Health upon request by Health.

25.1.3 If, prior to Acceptance, Health uses a Deliverable or Service (other than in a test environment which includes a soft launch in a Production Environment for a period of up to 30 calendar days or as otherwise agreed in an Acceptance Test Plan) for more than 30 calendar days, then notwithstanding any other provision to the contrary in this Services Agreement, the Service Provider may commence charging for that Deliverable or Service, with effect from the date Health first used the Deliverable or Service. To avoid doubt, the use of the Deliverable or Service in a Production Environment as described in this clause 25.1.3 does not itself constitute Acceptance.

25.1.4 Where this Services Agreement states that any Document (including a plan) or a proposed course of action must be submitted by the Service Provider to Health for Acceptance, the Service Provider must submit that Document or proposed course of action for Acceptance by the Health Representative.

25.1.5 The Service Provider must bear all costs associated with rectifying a Service not Accepted pursuant to this clause 25.

25.1.6 The Service Provider must submit a Document or proposed course of action for Acceptance sufficiently in advance of the date by which it is required to be Accepted so as to enable Health to conduct, by that date, any tests or other activities required to determine whether the Document or proposed course of action can be Accepted by the Health Representative.

25.2 Conditional Acceptance

25.2.1 Despite clauses 25.1.2(e) and 25.1.2(f), Health may agree to conditional Acceptance.

25.2.2 If Health agrees to conditional Acceptance, the Service Provider must complete, at its own cost, any set of procedures required by Health described in the Acceptance Certificate to rectify any failure of the Service or Deliverable to meet the Acceptance requirements of that Service or Deliverable.

25.2.3 If the Service Provider fails to complete the set of procedures described in the Acceptance Certificate by the date specified in the Acceptance Certificate (**Rectification Date**), Health may by Notice to the Service Provider:

(a) withdraw Acceptance, in which case Health may exercise its other rights under this clause 25;

(b) extend the Rectification Date by a period of up to 30 calendar days, or otherwise by agreement (**Extended Rectification Date**), and if the Service Provider fails to complete the set of procedures described in the Acceptance Certificate by the Extended Rectification Date, Health may exercise its other rights under this clause 25; or

(c) Accept the Service or Deliverable (without prejudice to its other rights or remedies), in which case the Service Provider must still complete the set of procedures described in the Acceptance Certificate as soon as reasonably possible (unless otherwise agreed), but Health will not be able to withdraw Acceptance after that date.

25.2.4 If the Service Provider:

(a) does not complete the set of procedures described in the Acceptance Certificate by the Rectification Date (or the Extended Rectification Date if applicable), the Charges will be reduced proportionally to reflect the reduction in value of the relevant Service or Deliverable as determined by Health acting reasonably; and

(b) completes the set of procedures described in the Acceptance Certificate by the Extended Rectification Date, then any reduction of Charges applied in accordance with clause 25.2.4(a) will cease to apply from the date those procedures are completed.

25A Approval of Documentary Deliverables

25A.1 General

25A.1.1 The Service Provider must submit Implementation, Transition and Project Documentary Deliverables to Health for Approval where this Services Agreement indicates they are subject to Health's Approval.

25A.1.2 The process for Approval of Documentary Deliverables is:

(a) the Service Provider must submit the draft Documentary Deliverables as specified in **Schedule 2 - Statement of Requirement** or the relevant Plan;

(b) the Service Provider must comply with any reasonable request by Health (if any) to amend the draft Documentary Deliverable, within the timeframe specified in the Project Schedule or the Policies and Procedures Manual after Health's request to amend the draft

Documentary Deliverable and resubmit the draft Documentary Deliverable for Approval by Health; and

(c) if Health Approves the draft Documentary Deliverables, the Service Provider must prepare the final Documentary Deliverable within 20 Business Days of Health providing its Approval or such other time period as agreed by the Parties.

25A.1.3 Health may treat any non-compliance of the Service Provider with this clause 25A as a failure by the Service Provider to comply with the relevant obligation under this Services Agreement.

25A.1.4 Health's Approval of the draft Documentary Deliverables is not a waiver of rights or an acceptance of responsibility by Health of the Service Provider's compliance with this Services Agreement and Health may impose such conditions and qualifications on Health's Approval as Health reasonably requires and the Service Provider must comply with these conditions and qualifications

25A.1.5 The Service Provider must create and maintain comprehensive records of the Approval process undertaken, including any amendments identified by Health to be made to the draft Documentary Deliverables and the outcomes, and provide a copy to Health upon request by Health.

26. Additional Services

Note: Health intends that Additional Services would only be used at the initiation of Health, as the flexibility provided to the Service Provider in delivering the Services means that the Service Provider is responsible for providing all Services needed to meet the Outcomes (i.e. all the Services are within scope). Additional Services may be considered for major new or change initiatives that Health initiates.

26.1.1 At any time, Health may request the Service Provider to provide Additional Services. Any other or new Program(s) will be added to the Register as a Project under clause 27.

26.1.2 In the event that Health requires Additional Services to be provided by the Service Provider pursuant to the terms of this Services Agreement, the Parties will negotiate in good faith to reach agreement on the details for the Additional Services and any necessary amendment to this Services Agreement. The following and any other relevant items (including those set out in **Schedule 4 - Pricing Framework**) may need to be negotiated and agreed:

(a) the specifications for the Additional Services;

(b) the price;

(c) any Milestone Dates or other timeframes to apply; and

(d) any consequential amendment to this Services Agreement (if any).

26.1.3 Where an Additional Service will result in a change to this Services Agreement, this change must be agreed in accordance with clause 82. Unless agreed otherwise in writing, changes which result from Additional Services implemented in accordance with this clause 26 will become part of the Services and will be subject to this Services Agreement.

26.1.4 Where agreed in writing between the Parties, the Service Provider must perform the Additional Services from the date specified by Health and in accordance with the relevant Documentation.

26.1.5 Charges for provision of the requested Additional Services will be calculated in accordance with the Labour Rates in **Schedule 4 - Pricing Framework**.

26.1.6 Health will consult with the Service Provider about how payment arrangements for the Additional Services will occur, including if payment for the Additional Services is intended to be included in the Outcomes payment arrangements.

26.1.7 The Service Provider:

(a) warrants that Health will not be charged any amount for Service Provider Personnel or Subcontractor Personnel providing any Additional Services if Health is already being charged for those Personnel on a Full Time Equivalent basis; and

(b) must ensure that it first seeks to use the spare capacity of any Personnel that Health are already paying for on a Full Time Equivalent basis to satisfy any request by Health for the performance of any Additional Service and any response to a request for Additional Services must include a price that reflects the use of those Personnel at no additional charge.

26.1.8 At Health's request, the Service Provider must provide Health with documentary proof, to Health's reasonable satisfaction, that the Charges for Additional Services satisfy the criteria set out in this clause 26.

26.1.9 Existing Service Levels, Services requirements in **Schedule 2 - Statement of Requirement** and Acceptance Testing will apply to the Additional Services unless otherwise agreed by the Parties.

26.1.10 The Parties agree that Additional Services do not include anything required to remedy any failure by the Service Provider to perform the Services.

27. Project Services

Note: Health intends that Project Services would only be used in exceptional circumstances and only at the initiation of Health, as the flexibility provided to the Service Provider in delivering the Services means that the Service Provider is responsible for providing all Services needed to meet the Outcomes (i.e. all the Services are within scope).
Project Services may be considered for major new or change initiatives that Health initiates, and will include the addition of another register to the Register.

27.1.1 At any time, Health may request the Service Provider to provide Project Services which:

(a) may be standalone items that do not continue beyond the performance of the Project; or

(b) become part of the Services after the Project is completed.

27.1.1A Project Services may include the addition of other or new register(s) to the Register.

27.1.2 In the event that Health requires Project Services to be provided by the Service Provider pursuant to the terms of this Services Agreement, the Parties will negotiate in good faith to reach agreement on the details to be included in a Work Order including a Statement of Work for the Project Services and any necessary amendment to this Services Agreement. The following and any other relevant items may need to be negotiated and agreed:

(a) the specifications for the Project Services;

(b) the price, including any Resource Units;

(c) any Milestone Dates or other timeframes to apply; and

(d) any consequential amendment to this Services Agreement (if any).

27.1.3 Where a Project Service will result in a change to this Services Agreement, this change must be agreed in accordance with clause 82. Unless agreed otherwise in writing, changes which result from Project Services implemented in accordance with this clause 27 will become part of the Services and will be subject to this Services Agreement.

27.1.4 Where a Statement of Work for the Project Services is agreed in writing between the Parties, the Service Provider must perform the Project Services from the date agreed in the Project Documentation and in accordance with the relevant Statement of Work for the Project Services.

27.1.5 Charges for provision of the requested Project Services will be calculated in accordance with **Schedule 4 - Pricing Framework**. However, Health expects the Service Provider to provide Health with the benefit of scalability of the Register and economies of scale. Any ongoing Charges will be consumption based.

27.1.6 If no such pricing mechanism or metric exists within this Services Agreement:

[redacted]

[redacted]

27.1.7 Payment of all Charges in accordance with this clause 27 is subject to the Service Provider:

(a) performing the relevant Project Services; and

(b) meeting any Acceptance Criteria for Milestones where specified in the Statement of Work for the Project Services, including the relevant Acceptance Tests under clause 25 which apply to the relevant Milestone.

27.1.8 The Service Provider must:

(a) use Project Management tools, including Project Management systems, as reasonably necessary to perform the Services;

(b) provide Health during the Term and any Disengagement Period with reports on the performance of the Project, including information and data contained within or available through the Project Management tools, to enable Health or its nominee to:

(i) make use of the Services; or

(ii) review or audit the Services; and

(c) cooperate and work with Health and any Other Service Provider that is involved in the delivery of the Project.

27.1.9 Where Health requires Service Levels and At Risk Amounts in respect of the Project, and except to the extent otherwise agreed by Health:

(a) agreed Service Levels or At Risk Amounts will be added to the Statement of Work for the Project Services and this Services Agreement as required; and

(b) agreed At Risk Amounts will be calculated,

in accordance with **Schedule 5 - Service Level and Service Standard Framework**.

27.1.10 At Health's request, the Service Provider must provide Health with documentary proof, to the reasonable satisfaction of Health, that the Charges, Service Levels and At Risk Amounts for a Project satisfy the criteria set out in this clause 27.

27.1.11 The Parties agree that Project Services do not include anything required to remedy any failure by the Service Provider to perform the Services.

27.1.12 The Service Provider acknowledges that Health may obtain services the same as or similar to one or more of the Project Services from a person other than the Service Provider.

27.1.13 For the purpose of requesting, quoting and agreeing to any Project Services provided under this Services Agreement, the Parties must use the form Notified to the Service Provider by Health from time to time.

27.1.14 In accordance with the Service Provider's Tender Response Refinement dated 10 March 2016 the Service Provider will develop a Project during the Implementation Period aimed at reducing the numbers of issued FOBT Kits for Health Approval and then implementation by the Service Provider.

27.1.15 The Project will be funded by the Service Provider [redacted] in each Contract Year during the Initial Term) and will focus on proposals to reduce the number of FOBT Kits sent to Participants who do not want to receive them.

27.1.16 The Project referred to in clause 27.1.14 is aimed at achieving a 10% reduction per annum in issued FOBT Kits.

28. Change Management

28.1.1 The Service Provider:

(a) must not take an action or make a decision, including implementing Changes in the Register, which may adversely affect the function or performance of the Services without first obtaining Health's written Approval to such Changes, which Approval Health may withhold at its absolute discretion;

(b) must move applications from non-production environments to the Production Environment in a controlled and Documented manner, so that

no unapproved changes are introduced into the applications during any such move; and

(c) must comply with the requirements of this clause 28 throughout the Change Management process and, if applicable, this Services Agreement variation process (as the case may be).

28.1.2 The Service Provider must not make any Change to the Services or Register without:

(a) complying in full with the Change Management process; and

(b) conducting testing in a manner agreed between Health and the Service Provider to determine whether there is any adverse impact on the Services.

28.1.3 Health is not liable for any additional work undertaken or expenditure incurred by the Service Provider pursuant to a Change unless such Change has been effected in accordance with the Change Management process or this Services Agreement variation process (as the case may be).

28.1.4 The Change Management process does not apply to changes to the terms and conditions of this Services Agreement, pricing or the Service Levels. Rather, such changes must be made in accordance with clause 82.

28.1.5 The Service Provider must set out the details of the Change Management process in the Policies and Procedures Manual.

29. Health Assistance

29.1.1 Health will:

(a) where possible, make available, as reasonably requested by the Service Provider, any management decisions, information and Approvals that are reasonably necessary for the Service Provider to perform or provide the Services (**Assistance**); and

(b) provide the Service Provider with, or arrange for the provision of, any Assistance specified in this Services Agreement.

29.1.2 The Service Provider must comply with any terms set out or referred to in this Services Agreement, or notified in writing by Health, in relation to any provision of Assistance by Health. Subject to clause 29.1.3 Health will act reasonably in notifying terms. If the Service Provider does not accept those terms, the Service Provider acknowledges and agrees that Health is not able to provide the requested Assistance.

29.1.3 Health will use reasonable endeavours to require that Other Service Providers retained by Health, to the extent that they are performing work on Service Provider Material or Third Party Software licensed to the Service Provider or Equipment owned by or under the control of the Service Provider, comply with the Service Provider's reasonable security and confidentiality requirements and comply with the Service Provider's reasonable work standards, methodologies and procedures.

29.1.4 Health is responsible for establishing Program Policy.

30. Health Supplied Items (HSI)

30.1.1 Health must provide the Service Provider with any Health Supplied Items as specified in **Schedule 11 - Health Supplied Items**, or after the Commencement

Date as specified in the Policies and Procedures Manual. Updates to the list of Health Supplied Items after the Commencement Date will be made in the Policies and Procedures Manual and not through this Services Agreement variation process.

30.1.2 Health Supplied Items remain the property of the party supplying them to the Service Provider. If no longer required for the purposes of this Services Agreement, Health Supplied Items must be returned to Health as soon as practicable unless other arrangements are agreed in writing by the Parties.

30.1.3 The Service Provider must:

(a) not use or allow others to use any Health Supplied Item other than for the purposes of this Services Agreement without the prior written Approval of the party supplying it;

(b) not part with possession of any Health Supplied Items unless the party supplying them has provided its written consent, nor create or allow the creation of any lien, charge or mortgage over any Health Supplied Item;

(c) take all reasonable care of all Health Supplied Items including accounting for, preserving, installing or handling of Health Supplied Items;

(d) not Modify any Health Supplied Items without the prior written Approval of the party supplying them, unless expressly required by this Services Agreement;

(e) promptly inform the party supplying the Health Supplied Item of any loss, destruction or damage to that Health Supplied Item and, if requested by the party supplying the Health Supplied Item and to the extent that such loss, destruction or damage has been caused by the fault of the Service Provider, as soon as practicable replace the Health Supplied Items at no cost to Health;

(f) comply with any reasonable instructions of the party supplying a Health Supplied Item for preserving, forwarding or disposing of any damaged Health Supplied Items at its own cost (provided that such damage has been caused by the fault of the Service Provider); and

(g) indemnify Health for any loss, destruction of, or damage of a tangible nature caused by any act or omission of the Service Provider to any Health Supplied Items provided by Health.

30.1.4 The provision of Health Supplied Items does not limit or affect the Service Provider's obligations to achieve the Outcomes.

31. Asset Register

31.1.1 It is critical to Health that there be service continuity. The Service Provider notes the criticality of Health having transparency into the Assets used to provide the Services. By no later than 20 Business Days after the end of each Contract Year after the Go Live Date the Service Provider must provide Health with a current Asset Register for Assets used in the delivery of the Services. The Service Provider will use the Asset Register as the base Document for Asset Register updates.

31.1.2 On a periodic basis, at six (6) Monthly intervals (or more frequently if requested by Health), the Service Provider must update the Asset Register, and must continuously update the Asset Register as required to conduct the following actions:

(a) remove Assets that are no longer in use;

(b) Modify Asset information resulting from Asset relocation;

(c) Modify Asset information in response to upgrades and Software updates;

(d) add new Asset information upon implementation of new Equipment or Software;

(e) capture information about Software Licences and Software Licence usage;

(f) include details where Incidents relate to Assets; and

(g) track and report on the completion progress of Asset refresh by lease-end date (where applicable).

32. Third Party Items

32.1.1 The Service Provider must use reasonable endeavours to ensure that Health has the benefit of any warranties, indemnities and other protections provided by any third party in relation to any Equipment, Software or other items or services provided to Health by the Service Provider but this does not in any way relieve the Service Provider from meeting its obligations under this Services Agreement (including to meet the Outcomes).

32.1.2 Where the Service Provider is not able to provide Health with the benefit of any warranties, indemnities or other protections, the Service Provider must advise Health in writing of this fact before acquiring any Equipment, Software or other items or services.

PART 8 - RELATIONSHIPS AND MANAGEMENT OF THIS SERVICES AGREEMENT

33. Relationships

33.1 Meeting the Outcomes

33.1.1 The Parties acknowledge and agree that Health requires a strategic relationship with the Service Provider in order to ensure the Outcomes are met in an efficient, proactive and highly responsive, technologically contemporary and cost effective manner to Health for the Term and Disengagement Period of this Services Agreement as described in **Schedule 3 - Management and Governance**.

33.2 General Obligations of the Parties

33.2.1 The Parties must, at all times:

(a) comply with their obligations set out in **Schedule 3 - Management and Governance**;

(b) act reasonably and in good faith in performing their obligations and exercising their rights under this Services Agreement;

(c) diligently perform their respective obligations under this Services Agreement; and

(d) without limiting any other obligation in clauses 35 or 36, work together in a collaborative manner with each other and with other organisations involved with the delivery of the Services.

33.2.2 The Service Provider must provide all reasonable assistance consistent with the Service Provider's obligations under this Services Agreement and required by Health.

33.2.3 The Service Provider must ensure that the Service Provider Representative (or another person specified in **Schedule 2 - Statement of Requirement**) is reasonably available to attend meetings and answer any questions relating to the provision of the Services raised by Health.

33.2.4 The Service Provider must nominate the Governance roles and participate in the governance forums as required under **Schedule 3 - Management and Governance**.

33.3 Limitation of relationship

33.3.1 The Service Provider must not represent itself, and must ensure that its Service Provider Personnel and Subcontractors do not represent themselves, as being an officer, employee, partner or agent of Health, or as otherwise able to bind or represent Health unless authorised by Health in writing.

33.3.2 This Services Agreement does not create any relationship of employment, agency or partnership between the Parties.

33.4 Governance

33.4.1 In the interests of transparency and cooperation the Parties will meet through a governance forum as referenced in **Schedule 3 - Management and Governance** that will meet to discuss key decisions. Such key decisions include those relating to:

(a) delay (including Excusable Events and Health Conduct);

(b) suspension;

(c) step in;

(d) termination for any reason (except for a termination for an Insolvency Event);

(e) reduction in scope; and

(f) revoking of Approval of Subcontractors.

33.4.2 Health may urgently convene the governance forum to discuss key decisions.

33.4.3 The Service Provider and Health must attend such meetings and be available to discuss the issue and any potential resolution or proposal in good faith.

34. Directions by Health

34.1.1 If:

(a) Health reasonably considers that the Service Provider will not be able to, or has not met an Outcome that Health considers to be critically important; or

(b) Health reasonably considers that the Service Provider has failed or may fail to meet an Outcome or any other requirement of this Services Agreement,

then Health may, after consultation with the Service Provider, issue a direction to the Service Provider including one which clarifies:

(c) the actions that the Service Provider must take within a reasonable time period in order to meet the Outcomes or requirements of this Services Agreement;

(d) the Service Provider's co-operation requirements with Other Service Providers; and

(e) any governance, communication or reporting arrangements which Health reasonably considers necessary in order to facilitate the Service Provider providing the Services and meeting the Outcomes in accordance with this Services Agreement.

34.1.2 If a direction given by Health is unclear (e.g. the direction could be implemented in more than one (1) way), may adversely affect the achievement of the Outcomes or the Service Provider considers the direction is inconsistent with this Services Agreement, the Service Provider must:

(a) consult with Health; and

(b) follow any subsequent direction by Health as to how the initial direction must be implemented.

34.1.2A A direction given by Health under this clause 34 does not limit the Service Provider's obligations under this Services Agreement.

34.1.3 If a direction given by Health under this clause 34 is inconsistent with **Schedule 2 - Statement of Requirement**, the Parties must vary **Schedule 2 - Statement of**

Requirement in accordance with clause 27 or 82 of this Services Agreement except that the change must be implemented.

35. Cooperation with States and Territories and Other Service Providers

35.1.1 The Service Provider must, at no additional cost to Health, cooperate with the States and Territories and Other Service Providers as necessary to achieve the Outcomes. Without limiting this obligation, the Service Provider must comply with the specific obligations set out in **Schedule 2 - Statement of Requirement**, and **Schedule 3 - Management and Governance**.

35.1.2 If, during the Service Provider's performance of its obligations under this Services Agreement, any issue in relation to the performance of the Services or the Service Provider's ability to meet the Outcomes arises that is caused by a State, Territory or Other Service Provider(s), the Service Provider must, at no additional cost to Health, work with the State, Territory or Other Service Provider(s) in a timely manner to:

(a) resolve the issue in a timely manner; and

(b) Notify Health if the issue is likely to affect the Service Provider's ability to meet the Outcomes.

35.1.3 The Service Provider must respond to reasonable requests for information, assistance or support from the States and Territories or Other Service Providers, including as requested by Health, on the terms of this Services Agreement.

35.1.4 If Health engages Other Service Providers to perform any services related to or interacting with this Services Agreement, the Service Provider must cooperate with Health or the Other Service Provider to assist Health ensure that all services (including the Services) are able to be carried out in a co-ordinated, effective and timely manner, including by:

(a) providing access to all necessary Equipment, Software, Documentation, Service Provider Personnel, accommodation and facilities, subject to the Service Provider's reasonable intellectual property, confidentially and security requirements and procedures;

(b) providing any information regarding the operating environment, system constraints, protocols, interfaces, design, architecture and other operating parameters which a person with reasonable technical and commercial skills and expertise would find reasonably necessary for Health or the Other Service Provider to perform the relevant services;

(c) providing any assistance to Health or the Other Service Providers as required to:

(i) connect or interface any Equipment or Software;

(ii) make any Equipment, Software or the output of any Services compatible with Equipment, Software or the Services; and

(iii) otherwise perform its services; and

(d) agreeing on procedures with Health and Other Service Providers for the division of responsibilities in relation to services and functions that may overlap between the Service Provider and those Other Service Providers.

36. Subcontractors

Note: Approved Subcontractors will be listed in the Statement of Requirement.

36.1.1 The Service Provider must:

(a) not subcontract any aspect of the performance of this Services Agreement without the prior written Approval of Health, which will not be unreasonably withheld. For the purpose of this clause, Health may pre-approve categories of acceptable Subcontractors. Initial Approved Subcontractors will be listed in **Schedule 2 - Statement of Requirement** and subsequent Approved Subcontractors will be listed in the Policies and Procedures Manual;

(b) not subcontract on terms that would permit the Subcontractor to do or omit to do something that would, if done or omitted to be done by the Service Provider, constitute a breach of this Services Agreement;

(c) not subcontract with an entity that has had a judicial decision against it (not including decisions under appeal) relating to employee entitlements in respect of which it has not paid any judgment amount;

(d) not subcontract with an entity that is, or which has one (1) or more employees that are member(s) of an entity that is an Inappropriate Person;

(e) comply with its obligations under clause 84.3.1(a)(ii);

(f) include in the Subcontract provisions that require the Subcontractor to comply with all Laws applicable to the provision of the Services and any rules, policies, guidelines, processes and procedures of Health that are relevant to the Subcontractor's performance of the Services;

(g) not allow further subcontracting by any Subcontractor Approved under this Services Agreement without the prior written Approval of Health;

(h) agree to the public disclosure of the names of any Approved Subcontractors;

(i) ensure that all Subcontractors are informed that the Subcontractor's participation in fulfilling this Services Agreement may be publicly disclosed;

(j) obtain from the Subcontractor and provide Health with original versions of signed undertakings in the form of **Schedule 9 - Health Deed of Confidentiality and Privacy**; and

(k) without limiting clause 36.1.1(f), ensure that any Subcontractor Approved under this Services Agreement complies with the following clauses of this Services Agreement:

(i) clause 58 (Audit and access);

(ii) clause 59 (Data Management);

(iii) clause 59.4 (Compliance with Health Security requirements);

(iii)A clause 60 (Supply Chain Integrity and Security);

(iv) clause 61 (Confidentiality);

(v) clause 63 (Privacy);

(vi) clause 77 (Disengagement);

(vii) clause 78 (Knowledge transfer);

(viii) clause 83 (Conflict of Interest); and

(ix) during the Transition Period enter into a Key Contract Side Deed substantially in the form of **Schedule 16 - Key Contract Side Deed** with Subcontractors named by Health. ***[Note: the named Subcontractors are those providing Mailhouse and Call Centre Services]***

36.1.2 For the avoidance of doubt, where any part of the Services is directly or indirectly provided to Health by a Subcontractor:

(a) the Service Provider is and remains fully responsible in accordance with this Services Agreement for providing those Services, meeting the Outcomes and meeting the Service Levels with respect to those Services, regardless of the legal relationship (if any) between Health and the Subcontractor;

(b) any Approval of a Subcontractor by Health does not in any way relieve the Service Provider of any of its obligations or responsibilities under this Services Agreement, or create a contractual relationship between Health and the Subcontractor;

(c) the rights and remedies of Health under this Services Agreement against the Service Provider for any default in the Service Provider's obligations under this Services Agreement are not affected or in any way diminished by any such legal relationship between Health and the Subcontractor; and

(d) the Service Provider must manage the delivery of Services by the Subcontractor as if it were the Service Provider. In particular, the Service Provider must maintain full responsibility for managing procurement, billing, fault management, Service requests, Intellectual Property Rights issues, privacy and confidentiality issues, Service Levels attainment and defaults.

36.1.3 The Service Provider must ensure that it, and each of the Subcontractors, complies with all obligations relating to payments of Tax instalment deductions, deductions from prescribed payments, fringe benefits Tax, superannuation, payroll Tax and any other Taxes or levies imposed upon an employer which arise in respect of the Service Provider Personnel or otherwise in respect of any amounts paid to the Service Provider under this Services Agreement and that it complies with all requirements imposed on an employer under the relevant legislation to keep records, lodge returns and provide information in relation to such obligations. Upon request, the Service Provider must provide to Health proof that it has complied with these obligations.

36.1.4 Health may revoke its Approval of a Subcontractor, on reasonable grounds, at any time and the Service Provider must cease using that Subcontractor to perform the Services within the timeframes reasonably required by Health. For the purposes of this clause 36.1.4, reasonable grounds include the following:

(a) if the Approved Subcontractor fails to comply in any material respect with any of its obligations under its Subcontract;

(b) if the Approved Subcontractor's performance is materially deficient;

(c) if the Approved Subcontractor assigns or delegates performance of its obligations under the Subcontract to another entity that is not Approved in writing by the Health Representative;

(d) if the Approved Subcontractor contravenes any obligation of the Service Provider under this Services Agreement in respect of Personal Information, security (including Data security) or Harmful Code protection;

(e) if there have been material misrepresentations by or concerning the Approved Subcontractor;

(f) without limiting the above, if the Approved Subcontractor or any of its Personnel is suspected of breaching or breaches confidentiality or related obligations to Health or the Service Provider in relation to Health Confidential Information, privacy obligations, Data protection obligations or otherwise engages in conduct that:

(i) infringes or prejudices any of Health's Intellectual Property Rights or any rights Health may have in relation to any third party's Intellectual Property Rights or exposes Health to a third party Intellectual Property Rights claim; or

(ii) detrimentally affects or might reasonably be expected to detrimentally affect the reputation of Health or the Australian Government; or

(g) if Health determines that the relevant Approved Subcontractor is, or will be:

(i) unable to effectively perform its responsibilities; or

(ii) in breach of the Subcontract.

36.1.5 Any updates or changes to Approved Subcontractors will be detailed in the Policies and Procedures Manual.

36.1.6 Clause 36.1.2 is in addition to, and does not waive, Health's right to seek any other remedy under this Services Agreement, at Law, or in equity.

37. Personnel

37.1 General

37.1.1 The Parties must each utilise such Personnel as are necessary to enable them to fulfil their respective obligations under this Services Agreement.

37.1.2 The Service Provider must ensure that the Service Provider Personnel that it utilises pursuant to this clause 37 have the requisite skills, qualifications, experience and security clearances necessary to properly perform the Services in accordance with this Services Agreement. The Service Provider must obtain any necessary security clearances, including as required under **Schedule 3 - Management and Governance**, at its own cost.

37.1.3 Health may, from time to time, Notify the Service Provider of additional or varied levels of security or access clearance required for the Service Provider Personnel, and the date from which, or the period during which, that clearance will be effective and the Service Provider must comply with and ensure its Subcontractors and Service Provider Personnel act in accordance with that Notice. The Service

Provider is entitled to recover its additional substantiated (to Health's satisfaction) costs (if any) of complying with the additional or varied requirements from Health.

37.1.4 The Service Provider must:

(a) provide, or procure the provision of, such information as can be lawfully provided (such as details of their education, training and qualifications) and which is reasonably requested by Health concerning the Service Provider Personnel (if any) it proposes to use for the purposes of this Services Agreement;

(b) provide suitable replacement Service Provider Personnel should Health, for security reasons, deny access to, or request removal of, any Service Provider Personnel. If Health requests the removal of any Service Provider Personnel for reasons not related to security, the Service Provider must address the matter to Health's reasonable satisfaction, which may involve replacement of any Service Provider Personnel Approved by Health;

(c) ensure that Service Provider Personnel comply with the obligations in this Services Agreement (including with respect to privacy, security and confidential information) and all applicable Laws relating to the Services;

(d) ensure that Service Provider Personnel comply with any policies, protocols, codes of conduct or procedures specified by Health from time to time;

(e) ensure that Service Provider Personnel have, if requested by Health, signed an undertaking in the form of **Schedule 9 - Health Deed of Confidentiality and Privacy**; and

(f) ensure that Service Provider Personnel, when on Health's premises or when accessing Health's facilities and information, comply as necessary with the reasonable requirements and directions of Health with regard to conduct, behaviour, safety and security (including submitting to security checks as required) and complying with any obligation imposed on Health by Law.

38. Key Personnel

38.1.1 If Key Personnel are specified in **Schedule 2 - Statement of Requirement** or **Schedule 3 - Attachment A - Key Personnel** as being responsible for the performance of key roles or tasks under this Services Agreement, the Service Provider must:

(a) provide those individuals to perform those roles or tasks;

(b) ensure that the Key Personnel that it uses have the necessary education, training, qualifications and skills to fulfil those tasks;

(c) ensure that the Key Personnel comply with the obligations of this Services Agreement; and

(d) comply with any requirements or obligations in **Schedule 3 - Management and Governance**.

38.1.2 If a person specified as Key Personnel is unavailable at any time, the Service Provider must promptly advise Health and propose a substitute. The substitute provided must also have the necessary education, training, qualifications and skills to fulfil those tasks.

38.1.3 Any substitute Key Personnel must be Approved by Health. Health may not unreasonably withhold its Approval of a substitute but it may give its Approval subject to such conditions as it reasonably considers necessary to protect its interests under this Services Agreement.

38.1.4 Health may, from time to time, designate new or alternative positions as Key Personnel, provided that:

(a) the Parties agree to the timing for the commencement of the appointment; and

(b) the Service Provider is entitled to recover from Health any additional substantiated (to Health's satisfaction) costs of the appointment, unless the appointment is required because of failures of that person to perform his/her/its obligations or the Service Provider's obligations under this Services Agreement, or criminal conduct by the current Service Provider Personnel.

38.1.5 Any updates or changes to Approved Key Personnel will be detailed in the Policies and Procedures Manual.

38.1.6 The unavailability of Key Personnel during the substitution process will not limit the Service Provider's obligations to provide the Services or meet the Outcomes under this Services Agreement.

38.2 Replacement of Personnel

38.2.1 Health may, in its discretion after having consulted with the Service Provider, Notify the Service Provider that it requires the Service Provider to replace any of the Service Provider Personnel (including Key Personnel) from the performance of the Services and will provide reasons for such requirement if that is appropriate in the circumstances.

38.2.2 Subject to this clause 38.2, after receipt of that Notice, the Service Provider must promptly make arrangements to replace that person with another person of suitable ability and qualifications.

38.2.3 Health may, at its discretion and having regard to the reasons for the requirement to remove any particular Key Personnel, give the Service Provider and the relevant Key Personnel an opportunity to rectify an issue that has caused Health to ask the Service Provider to replace any Key Personnel.

38.2.4 The Service Provider remains obliged to perform the Services and meet the Outcomes in accordance with this Services Agreement in the event that Health requires the Service Provider to replace any of the Service Provider Personnel. The unavailability of Personnel during any replacement process will not limit the Service Provider's obligations to provide the Services or meet the Outcomes under this Services Agreement.

38.3 Restraints on Engagement of Key Commonwealth Personnel

38.3.1 Subject to clause 38.4.1, the Service Provider must not, and must ensure that its Service Provider Personnel, Subcontractors and any Related Body Corporate do not:

(a) solicit, entice away or attempt to solicit or entice away any Key Commonwealth Personnel from continuing to be Engaged by Health or the Commonwealth (as applicable), either on behalf of the Service Provider or any other person; or

(b) Engage any Key Commonwealth Personnel,

during the period:

(c) commencing on the Commencement Date and continuing for six (6) Months after the Commencement Date;

(d) commencing on the Commencement Date and continuing for three (3) Months after the Commencement Date;

(e) commencing on the Commencement Date and continuing for two (2) Months after the Commencement Date; or

(f) commencing on the Commencement Date and continuing for one (1) Month after the Commencement Date.

38.4 Enforceable restraint

38.4.1 The Service Provider will not be in breach of a restraint contained in clause 38.3.1 if Health gives its prior written consent (such consent not to be unreasonably withheld) to the Service Provider, Service Provider Personnel, Subcontractors or Related Body Corporate to:

(a) solicit any Key Commonwealth Personnel; or

(b) Engage any Key Commonwealth Personnel,

who is specified by Health in giving such consent.

38.4.2 The restraints contained in clause 38.3.1 will be regarded as separate, distinct and several as regards each time period so that the unenforceability of a restraint in respect of one time period will not affect the enforceability of the others.

38.4.3 For the purposes of clause 38.3.1 and clause 38.4.1:

(a) 'Key Commonwealth Personnel' means any Health Personnel or other personnel of the Commonwealth who are or have been:

(i) members of the steering committee or evaluation committee for the evaluation process for this Services Agreement;

(ii) team leaders for the evaluation process for this Services Agreement;

(iii) the evaluation co-ordinator for the evaluation process for this Services Agreement;

(iv) the delegate for the evaluation process for this Services Agreement; or

(v) in a position of substantial influence in relation to the evaluation process for this Services Agreement that is like or greater than that of the positions specified in clauses 38.4.3(a)(i) to 38.4.3(a)(iv) inclusive above; and

(b) 'Engagement' means to engage in any capacity including without limitation as an employee, consultant, adviser, partner, contractor or agent, and 'Engage', 'Engaged' and 'Engaging' have a like meaning.

39. Representatives

39.1.1 The Service Provider and Heath must each appoint a representative with the authority to represent it and to:

(a) give and receive Notices under this Services Agreement;

(b) exercise rights and give approvals under this Services Agreement; and

(c) conduct the day-to-day administration of this Services Agreement.

39.1.2 The Service Provider Representative is responsible for administration of this Services Agreement on behalf of the Service Provider.

39.1.3 The Health Representative is responsible for administration of this Services Agreement on behalf of Health.

39.1.4 The Health Representative and the Service Provider Representative must meet and communicate as required by Health or as specified in **Schedule 2 - Statement of Requirement** or **Schedule 3 - Management and Governance**.

39.1.5 The Health Representative and Service Provider Representative may each delegate their functions, or authorise that their functions be carried out on their behalf, and will Notify the other Party of any such delegation or authorisation.

39.1.6 Any oral directions given by a Party that, in the other Party's opinion will impact scope, costs, timing or resources relevant to this Services Agreement, must (if requested by that other Party) be confirmed by Notice within a reasonable period.

39.1.7 The Parties must comply with any requirements or obligations in **Schedule 3 - Management and Governance** in relation to the appointment, replacement or authority of the Service Provider Representative or the Health Representative.

40. E-commerce

40.1.1 The Parties will cooperate in performing their respective obligations under this Services Agreement in an electronic environment. This does not relieve either Party of its obligations under this Services Agreement.

41. Reporting

41.1.1 The Service Provider must provide Health with reports in accordance with the reporting requirements specified in this Services Agreement, including the governance and management reporting required under **Schedule 3 - Management and Governance**.

42. Services Agreement Review

42.1.1 The Parties will, at least annually, comprehensively review the operation of this Services Agreement, including for compliance by the Service Provider with the obligations specified in this Services Agreement and appropriate allocation of Key Personnel to ensure the Outcomes are met.

42.1.2 The annual review of the Service Provider's obligations referred to in clause 42.1.1 includes review of the Service Provider's performance against the Outcomes and the reporting obligations in accordance with clause 41.

42.1.3 The Service Provider must comply with any reasonable obligations for review specified by Notice from Health.

42.1.4 Each Party must bear its own costs of any review conducted under this clause 42.

PART 9 - PAYMENTS AND PERFORMANCE

43. Charges, Payment and Invoicing

43.1 Charges and Payment

43.1.1 In consideration for the performance of the Services by the Service Provider, but subject to this Services Agreement:

(a) Health must pay the Charges and any Pass Through Expenses (if any) set out in **Schedule 4 - Pricing Framework** to the Service Provider;

(b) Health will pay the Charges and any Pass Through Expenses (if any) within 30 calendar days after receiving a Correctly Rendered Invoice from the Service Provider; and

[redacted]

43.1.2 The Parties acknowledge and agree that:

(a) the Charges and any Pass Through Expenses fully compensate the Service Provider for performing all of the Services in accordance with this Services Agreement however the Service Provider chooses to perform those Services or meet the Outcomes;

(b) the Service Provider is not entitled to charge Health any amount in addition to the Charges (including any amounts associated with any changes in the way the Services are performed or the Outcomes are met by the Service Provider) and Pass Through Expenses unless:

(i) this Services Agreement has been varied as set out in clause 82; or

(ii) Health has Approved a request for Additional Services in accordance with clause 26 or Project Services in accordance with clause 27; and

(c) in certain circumstances, in recognition of the nature of the Outcomes, Health will be required to subjectively assess whether the Outcomes have been met.

43.1.3 The Service Provider is not entitled to be paid Charges or Pass Through Expenses more than once for any Services provided and must not invoice Health for any such Charges or Pass Through Expenses.

43.1.4 Except as expressly provided in this Services Agreement, if the Service Provider is obliged to do anything under this Services Agreement:

(a) it must do so at no additional cost to Health; and

(b) the only consideration the Service Provider is entitled to is the Charges or Approved Pass Through Expenses.

43.1.5 The Parties agree that payments may be effected by electronic transfer of funds.

43.2 Invoices

43.2.1 An invoice is a Correctly Rendered Invoice if it is a Tax Invoice and meets the requirements for invoices specified in **Schedule 4 - Pricing Framework**.

43.2.2 The Service Provider must provide Correctly Rendered Invoices to Health for all amounts payable by Health under this Services Agreement.

43.2.3 Health is not required to pay any amount which is not invoiced in accordance with this Services Agreement.

43.3 Disputed invoices

43.3.1 Health will act in good faith in reviewing invoices. If Health disputes an invoice or an amount payable pursuant to an invoice:

(a) Health will promptly Notify the Service Provider of the details and nature of the disputed portion;

(b) Health may withhold the disputed portion pending resolution of the dispute but will pay the undisputed portion;

(c) if required by Health, the Service Provider must cancel the original invoice and issue a new Correctly Rendered Invoice for the undisputed portion, and Health will pay the new invoice within the period specified in clause 43.1.1; and

(d) the provisions of clause 81 will apply in relation to the disputed portion and if that dispute resolution process results in a determination that Health should pay the disputed portion, the Service Provider may issue a new Correctly Rendered Invoice for that amount and Health must pay that invoice in accordance with clause 43.1.1.

43.4 Stale invoices

43.4.1 The Service Provider must provide Correctly Rendered Invoices within the time period specified in **Schedule 4 - Pricing Framework** (if any). Health is not obliged to pay the amount specified in any invoice for Services where the invoice is provided after the time period specified in **Schedule 4 - Pricing Framework**.

43.5 Charges are all inclusive

43.5.1 The Charges include all costs and resources required by the Service Provider to perform this Services Agreement. Unless specified otherwise in this Services Agreement, the Service Provider must not charge Health for any fees, charges or expenses (including travel and accommodation, Document reproduction, meeting attendance, transportation and courier charges, and telecommunications charges) in addition to the Charges. Health is under no obligation to pay any amount in excess of the Charges.

43.6 Not Used

43.7 Payment not evidence

43.7.1 Any payment of moneys under this Services Agreement is not:

(a) evidence of the value of Services or that the Services have been satisfactorily carried out in accordance with this Services Agreement;

(b) an admission of liability; or

(c) Approval by Health of the Service Provider's performance or compliance with this Services Agreement.

44. Performance Management

44.1.1 The Service Provider acknowledges and agrees that:

(a) Health has relied on the Service Provider's representations, as reflected in this Services Agreement, and on the Service Provider's ability to:

(i) meet the Outcomes;

(ii) comply in full with the quality, architectural, functional and performance requirements for the Services; and

(iii) meet the performance management framework specified in this Services Agreement (including the Service Levels or other performance standards described in that framework);

(b) Health's value for money assessment of the Service Provider's representations depends on the Service Provider complying in full with this Services Agreement; and

(c) not used.

44.1.2 The Parties agree that the Charges will be adjusted to reflect the application of At Risk Amounts in accordance with the performance management framework specified in **Schedule 5 - Service Level and Service Standard Framework**. The Parties acknowledge that any adjustment on this basis is reasonable and represents the reduced level of value provided to Health.

44.1.3 The Parties will comply with the details in the performance management framework specified in **Schedule 5 - Service Level and Service Standard Framework** including in relation to measuring and reporting on the Service Provider's performance under this Services Agreement.

44.2 Failure to meet the Service Levels

44.2.1 If the Service Provider fails to meet any Outcome or Service Level the Service Provider must, at no additional cost to Health, promptly:

(a) investigate the underlying causes of the failure to meet the Outcome or Service Levels (**Performance Issue**) and preserve any data indicating the cause of the Performance Issue;

(b) promptly prepare and deliver to Health a report identifying the Performance Issue;

(c) take whatever action is reasonably necessary to minimise the impact of the Performance Issue and prevent it from recurring;

(d) deploy at its own cost all additional resources and take all remedial action that is necessary to correct the Performance Issue and meet the Outcome or Service Levels;

(e) advise Health, as and to the extent requested by Health, of the status of remedial efforts being undertaken with respect to the underlying cause of the Performance Issue; and

(f) show in the next invoice submitted by the Service Provider the At Risk Amount (if any) payable in accordance with this Services Agreement and adjust in the second subsequent Month's invoice or pay to Health on demand by Health if there is no such invoice any At Risk Amount that is due in accordance with this Services Agreement.

44.3 Performance management reporting

44.3.1 The Service Provider must:

(a) measure and report on its performance as specified in **Schedule 5 - Service Level and Service Standard Framework**;

(b) report on its performance to Health as frequently and in as much detail as required by Health in the manner and at the times specified by this Services Agreement;

(c) use appropriate measurement and monitoring tools and procedures to measure its performance accurately including to provide the detail required by clause 44.3.1(b); and

(d) provide the Health Representative with information about and access to those measurement and monitoring tools and procedures on request, to verify that they accurately measure the Service Provider's performance.

45. Periodic Reviews

45.1.1 From time to time, Health and the Service Provider will review the Service Levels in accordance with **Schedule 5 - Service Level and Service Standard Framework** and make adjustments to them, as agreed between the Parties acting reasonably, as appropriate to reflect:

(a) the Outcomes; and

(b) improved performance capabilities,

and, in doing so, may consider any available benchmarking reports or other market information available to Health or the Service Provider.

46. Reductions in Charges - At Risk Amounts

46.1.1 The Service Provider acknowledges that:

(a) its failure to comply with this Services Agreement may have a material adverse impact on the business and operations of Health;

(b) At Risk Amounts:

(i) represent a reduction in Charges to reflect the provision by the Service Provider of a lower level of service than is required of it under this Services Agreement; or

(ii) are a reasonable pre-estimate of the Loss likely to be suffered by Health as a result of the Service Provider's actions (including a failure to meet the Outcomes),

and whether or not they are a reasonable pre-estimate of the Loss, constitute an agreed amount by which the Charges may be reduced in accordance with this Services Agreement, and:

(c) the payment of any At Risk Amounts by the Service Provider will be taken into account for the purposes of quantifying any Losses which are incurred in respect of the same event giving rise to the damage.

46.1.2 If the Service Provider fails to achieve an Outcome, a Service Level or Services requirement in **Schedule 2 - Statement of Requirement** the Charges will be reduced in accordance with **Schedule 5 - Service Level and Service Standard Framework**, and **Schedule 4 - Pricing Framework**.

46.1.3 If At Risk Amounts apply then:

(a) the Service Provider must adjust in the second subsequent Month's invoice, or pay to Health on demand by Health if there is no such invoice, any At Risk Amount that corresponds to the failure to meet that Outcome or Service Level; or

(b) Health may deduct any At Risk Amount that corresponds to the failure to meet that Outcome or Service Level from Charges payable to the Service Provider.

46.1.4 Health's rights under clauses 46.1.1 and 46.1.2 are in addition to, and do not waive, Health's right to seek any other remedy under this Services Agreement, at Law, or in equity.

46.1.5 To avoid any doubt, where clause 46.1.1 applies, Health may exercise any right it has under any Financial Undertaking provided under this Services Agreement. Health will consult with the Service Provider and in the case of the At Risk Amounts, provide the Service Provider with 30 calendar days to pay the At Risk Amounts owing before exercising its rights under this clause 46.1.5.

46.1.6 On or before the expiry or earlier termination of this Services Agreement, the Service Provider must pay any outstanding At Risk Amounts to Health.

46.1.7 The payment of At Risk Amounts does not relieve the Service Provider from its obligations to provide the Services or from any other obligations or liability under this Services Agreement.

47. Liquidated Damages

47.1.1 The Service Provider acknowledges that failure to achieve a Milestone Date in accordance with the Implementation Documentation, Transition Documentation or Project Documentation (as appropriate) will have a material adverse impact on the business and operations of Health.

47.1.2 If the Service Provider fails to achieve a key Milestone including a Project Milestone or a Critical Implementation and Transition Milestone by the relevant Milestone Date then Health:

(a) may claim in accordance with clause 47.1.4 as liquidated damages and not as a penalty the amount specified (if any) in **Schedule 4 - Pricing Framework**, the Implementation Documentation, Transition Documentation or Project Documentation as the case may be for that Milestone for each Business Day of the delay;

(b) is not obliged to make any payment to the Service Provider for Services not properly or completely performed by the Service Provider in accordance with the Implementation Documentation, Transition Documentation or Project Documentation (as appropriate); and

(c) no amount will be owing to Health until Health elects, in accordance with clause 47.1.4, to claim any liquidated damages under this clause 47.1.2.

47.1.3 Subject to clause 47.1.8, the Parties agree that any liquidated damages claimed in accordance with clause 47.1.2:

(a) cover the lower level of performance by the Service Provider;

(b) are to compensate Health for the Service Provider's delay in achieving the Milestone Date for a period of up to four (4) Months; and

(c) are a reasonable pre-estimate of the Loss likely to be suffered by Health as a result of the Service Provider's failure to achieve the Milestone Date during that period.

47.1.4 Where Health becomes entitled to claim liquidated damages under clause 47.1.2, Health may at its absolute discretion elect to do either or both of the following:

(a) recover all or part of the amount of liquidated damages under clause 47.1.2 as a debt due to Health; and/or

(b) direct the Service Provider to provide Additional Services and/or Project Services to Health as required by Health.

47.1.5 Any Additional Services and/or Project Services provided under clause 47.1.4 may, at Health's absolute discretion, be provided to Health as a single instance of Services or as a series of Services. In any event, the total value of any Additional Services and/or Project Services to be provided under clause 47.1.4(b), together with any liquidated damages elected to be recovered under clause 47.1.4(a) (if any), will not exceed the amount of liquidated damages that Health is entitled to recover under clause 47.1.2.

47.1.6 The Service Provider will not be liable to pay any liquidated damages arising from the Service Provider's failure to achieve a Milestone Date to the extent that failure amounts to an Excusable Event under clause 48.

47.1.7 Health may claim the liquidated damages owing under clause 47.1.4 from the Financial Undertaking required to be provided under clause 68.2. Health will consult the Service Provider, and provide the Service Provider with 30 calendar days to pay the liquidated damages owing before exercising its rights under this clause.

47.1.8 Nothing in clauses 46 or 47 in any way limit or affect Health's rights to take other action in respect of this Services Agreement, including to claim additional Losses.

47.1.9 Liquidated damages that are payable under this clause 47 are payable per Business Day and capped at four (4) Months liquidated damages except as otherwise expressed in a Work Order for a Project.

48. Excusable Events

48.1 Neither Party Liable

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

48.1A Health Conduct

[redacted]

[redacted]

48.2 Notification

[redacted]

[redacted]

[redacted] [redacted]

48.3 Period of Relief

[redacted] [redacted]

[redacted] [redacted]

[redacted] [redacted]

[redacted]

[redacted] [redacted]

[redacted] [redacted]

[redacted] [redacted]

[redacted] [redacted]

[redacted] [redacted]

[redacted]

[redacted]

[redacted]

48.4 Health's Option

[redacted]

[redacted]

48.5 No Compensation

[redacted]

[redacted]

[redacted]

[redacted]

48.6 Service Provider's Suppliers

4[redacted]

48.7 Rectification

[redacted]

[redacted]

[redacted]

48.8 Delay

[redacted]

48.9 Dependencies Matrix

[redacted]

49. Not Used

50. Set Off

50.1.1 If under this Services Agreement:

(a) any amount is payable by the Service Provider to Health; or

(b) an invoice is found to have been rendered incorrectly after payment,

any payment due to Health or overpayment by Health will be a debt due to Health under this Services Agreement and, without limiting recourse to other available means, may be offset against any amount subsequently due by Health to the Service Provider under this Services Agreement.

51. Competitive Pricing

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

The Parties acknowledge and agree that the provision of the Services allows the Service Provider to meet the Outcomes and consequently, the requirement for the Service Provider to meet the Outcomes does not:

(a) deprive a service from being a Similar Service; or

(b) constitute a unique requirement of Health.

[redacted]

52. Benchmarking

52.1.1 From time to time during the Term, Health may:

(a) test the market for any or all of the Services; and

(b) undertake Benchmarking to measure the standards of delivery and cost of the Services or any other part of this Services Agreement in the aggregate to determine if the performance of the Service Provider matches and the Charges are competitive with, then current market prices and standards of delivery for Similar Services.

52.1.2 The Service Provider acknowledges and agrees that Health may Benchmark the performance of the Service Provider in delivering the Services.

52.1.3 Subject to clause 61, without limiting the rights of Health, Health may release Benchmarking results to:

(a) other Agencies;

(b) Ministers and their advisors;

(c) Parliament or parliamentary committees; and

(d) advisers to Health who have executed an appropriate confidentiality undertaking who are not competitors of the Service Provider in respect of the Services.

52.1.4 Any Dispute in relation to Benchmarking must be resolved in accordance with clause 81 of this Services Agreement.

52.1.5 The Parties agree that:

(a) any Benchmark must be undertaken for the whole of the Services in aggregate and include consideration of the end to end responsibility to provide the Services;

(b) Health will Benchmark the Service Provider against the Service Level Framework (and any other areas agreed between the Parties);

(c) Health will pay the costs of engaging the benchmarker;

(d) the benchmarker will act as an expert and not an arbitrator;

(e) no more than one (1) Benchmark per year after the end of the first Contract Year after the Go Live Date will be conducted; and

(f) Health will provide the Service Provider with at least 30 calendar days' notice of Health's intention to undertake a Benchmark.

53. Taxes

53.1.1 All Taxes except GST (see clause 54) imposed or levied in Australia or overseas in connection with this Services Agreement must be met by the Service Provider and are included in the Charges.

54. GST

Note: Prices in the Price Tables are GST exclusive. GST may also be identified.

54.1 Interpretation

54.1.1 In this clause 54:

(a) a word or expression defined in the GST Act has the meaning given to it in that Act;

(b) unless expressly states otherwise, all consideration to be provided under any other provision of this Services Agreement is exclusive of GST;

(c) any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 54;

(d) a reference to GST payable by the Supplier includes GST payable by the representative member of any GST group of which the Supplier (or the entity on whose behalf the Supplier is acting) is a member; and

(e) a reference to input tax credits includes input tax credits to which an entity is notionally entitled in accordance with Division 177 of the GST Act and a reference to input tax credits to which an entity is entitled includes any input tax credits to which the representative member of any GST group to which that entity may belong is entitled.

54.2 GST gross up

54.2.1 If a Party (**Supplier**) makes a supply under or in connection with this Services Agreement in respect of which GST is payable by the Supplier, the Party who provides or is liable to provide the consideration for the supply (**Recipient**) must pay to the Supplier, an additional amount equal to the GST payable on the supply (**GST Amount**) at the same time as the other consideration is to be first provided for that supply.

54.2.2 Clause 54.2.1 does not apply to the extent that an amount payable or other consideration for the supply is expressly stated to be inclusive of GST.

54.3 Reimbursements

54.3.1 If a Party must reimburse or indemnify another Party for a Loss, cost, or expense, the amount to be reimbursed or indemnified is first reduced by the amount of any input tax credit the other Party is entitled to in connection with the Loss, cost or expense, and then increased in accordance with clause 54.2.1 if applicable.

54.4 Exclusion of GST from calculations

54.4.1 If a payment is calculated by reference to, or as a specified percentage of, another amount or revenue stream, that payment will be calculated by reference to, or as a specified percentage of, the amount or revenue stream exclusive of GST.

54.5 Adjustments

54.5.1 If the GST payable by a Supplier on any supply made under or in connection with this Services Agreement varies from the GST Amount paid or payable by the Recipient under clause 54.2.1 for any reason , then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient.

54.5.2 If an adjustment event occurs in relation to a supply, the Supplier must give an adjustment note to the Recipient in relation to that supply within 10 Business Days after becoming aware of the adjustment event.

54.6 Tax invoice

54.6.1 A Party need not make a payment for a taxable supply made under or in connection with this Services Agreement until it receives a Tax Invoice for the supply to which the payment relates.

54.7 Changes in Government Taxes

54.7.1 Subject to clause 54.7.5, if any new or existing government Tax (**Changed Tax**) levied in Australia in connection with the performance of the Services under this Services Agreement is introduced, increases, decreases or is removed in its entirety and this affects:

(a) the cost of an item included in the Charges; or

(b) the cost to the Service Provider of providing the Services,

the Service Provider:

(c) in the case of an increase or introduction of a Tax, may apply to vary the Charges to take account of the net effect of the change in the Changed Tax; or

(d) in the case of a decrease or a removal of a Tax, must give Health written notice of the decrease or removal together with evidence of the net effect of the decrease or removal on the Charges as soon as practicable after the change in the Changed Tax is announced or the Service Provider becomes aware of the decrease or removal, and the Charges will be reduced to take account of the effect of such decrease or removal.

54.7.2 The increase in the Charges under this clause 54.7 will not take effect, and Health is not obliged to pay the amount claimed to be attributable to the change in the Changed Tax, unless and until the Service Provider provides Health with evidence of the net effect of the change in the Changed Tax on the cost of an item or the costs of supplying the Services and Health is satisfied that:

(a) the claimed increase is actually attributable to that Tax and takes into account reductions in any other government Tax; and

(b) the change in the Changed Tax has affected the Charges,

and the increase will take effect from the date on which the Changed Tax became effective.

54.7.3 A decrease in the Charges under this clause 54.7 will take effect from the date on which the change in the Changed Tax becomes effective. To the extent that the decrease in the Charges becomes effective prior to the date on which the next payment due by Health is due to be made, the amount that represents the decrease in the Charges will be deducted from that payment and any subsequent payments due by Health.

54.7.4 The Charges applicable to those Services will be changed to reflect the net effect of the change in the Changed Tax on the cost of supplying those Services.

54.7.5 This clause 54.7 does not apply to income Tax, Taxes on turnover or revenue or similar Taxes imposed on or in respect of income, turnover or revenue, any employment-related Taxes (including, without limitation any Tax on or in respect of superannuation) or capital gains Taxes.

55. Not Used

PART 10 - NOT USED

56. Not Used

PART 11 - INFORMATION MANAGEMENT AND ACCESS

57. Books and records

57.1 Maintenance of Records

57.1.1 The Service Provider must, at all times, maintain full, true, and up-to-date accounts and records relating to this Services Agreement. Such accounts and records must:

(a) include appropriate audit trails for transactions performed;

(b) record all receipts and expenses in relation to the provision of Services and all matters on which the Service Provider is obliged to report;

(c) be kept in a manner that permits them to be conveniently and properly audited, and enables the amounts payable by Health under this Services Agreement to be determined;

(d) for financial records, be drawn in accordance with any applicable Australian Accounting Standards and where possible be certified as true and correct by the Service Provider or other appropriate person (e.g. auditor);

(e) in the case of any Services provided on a time and materials or cost plus basis, identify the time spent by the Service Provider Personnel (e.g. timesheets) in providing those Services;

(f) be in accordance with the relevant requirements set out in this Services Agreement and enable the extraction of all information relevant to the performance of, and compliance with, this Services Agreement;

(g) be made available to Health as required for monitoring and reviewing the performance of the Service Provider's obligations under this Services Agreement; and

(h) not used.

57.1.2 The Parties agree that the protections in clause 58 in relation to the Service Provider's records applies to any such records accessed pursuant to clause 57.1.

57.2 Subcontractor requirements

57.2.1 The Service Provider must securely retain and require its Subcontractors to securely retain, for a period of seven (7) years after termination or expiration of this Services Agreement, whichever is later, all accounts and records referred to in clause 57.1.1.

57.3 Archival Requirements

57.3.1 The Service Provider agrees to comply with, and to follow any reasonable directions by Health which are relevant to, any applicable Commonwealth, State or Territory legislation relating to archival requirements.

57.3.2 The Service Provider must maintain all accounts and records in relation to this Services Agreement for the Term and for a period of seven (7) years after the date of expiry or termination of this Services Agreement.

57.4 Costs

57.4.1 The Service Provider must bear its own costs of complying with this clause 57.

58. Audit and access

58.1 Right to conduct audits

58.1.1 Health, or a representative of Health may conduct audits, inspections or reviews (**audits**) relevant to the performance of the Service Provider's obligations under this Services Agreement at any time. Audits may be conducted of:

(a) the Service Provider's operational practices and procedures as they relate to this Services Agreement, including security procedures;

(b) the accuracy of the Service Provider's invoices. This includes substantiating whether the Charges payable or paid by Health are accurate and gathering such information as required to confirm whether the Charges payable or paid by Health are accurate (including the basis for the calculation of the Charges such as the unit resources consumed in any period);

(ba) the accuracy of the Service Provider's reports in relation to the performance of this Services Agreement including to determine whether the Outcomes are being met;

(c) the Service Provider's compliance with its confidentiality, privacy and security and other obligations under this Services Agreement;

(d) material (including books and records) in the possession of the Service Provider relevant to this Services Agreement; and

(e) subject to clause 58.1.4, any other matters determined by Health, or a representative to be relevant to this Services Agreement.

58.1.2 Health may, at its discretion, agree to an audit conducted by the Service Provider or a representative relevant to this Services Agreement and only after seeing and Approving the audit methodology.

58.1.3 Health will not use a Competitor of the Service Provider as its representative.

58.1.4 Notwithstanding any clause in this Services Agreement, audits will not be conducted more than once in any Contract Year unless Health has a reasonable concern that there is a breach of Statute or breach of this Services Agreement and Health will not seek and the Service Provider is not required to provide:

(a) cost models and information relating to the Service Provider's profit margin;

(b) information that is confidential to other customers of the Service Provider; or

(c) Personal Information of the Service Provider Personnel unless a security issue warrants such access.

58.2 Access by Health

58.2.1 Health, or a representative may, at reasonable times and on giving reasonable Notice to the Service Provider:

(a) access the premises of the Service Provider to the extent relevant to the performance of this Services Agreement;

(b) require the provision by the Service Provider, Service Provider Personnel, agents or Subcontractors, of records and information in a data format and storage medium accessible by Health, or a representative by use of Health's existing computer Equipment;

(c) inspect and copy relevant Documentation, books and records, however stored, in the custody or under the control of the Service Provider or Service Provider Personnel; and

(d) require assistance in respect of any inquiry into or concerning this Services Agreement. For these purposes an inquiry includes any administrative or Statutory review, audit or inquiry (whether within or external to Health's organisation as appropriate), any request for information directed to Health as appropriate, and any inquiry conducted by Parliament or any Parliamentary Committee.

58.3 Conduct of audit and access

58.3.1 The Service Provider must provide access to its premises to the extent necessary for Health or its representative to exercise its rights under this clause 58, and provide Health or its representative with any reasonable assistance requested by Health or its representative.

58.3.2 Health must use reasonable endeavours to ensure that:

(a) audits performed pursuant to clause 58.1.1; and

(b) the exercise of the general rights granted by clause 58.1.1,

do:

(c) not unreasonably delay or disrupt in any material respect the Service Provider's performance of its obligations under this Services Agreement; and

(d) comply with the Service Provider's reasonable security requirements.

58.4 Costs

58.4.1 Each Party must bear its own costs of any inspections, access and audits.

58.4.2 Not used.

58.5 Auditor-General, ANAO, Information Commissioner and Privacy Commissioner

58.5.1 The Auditor-General, the Australian National Audit Office, the Information Commissioner and the Privacy Commissioner, or their delegates, may for the purpose of performing their Statutory functions, at reasonable times and on giving reasonable notice to the Service Provider:

(a) require the provision by the Service Provider or Service Provider Personnel, of records and information which are directly related to this Services Agreement;

(b) have access to the premises of the Service Provider for the purpose of inspecting and copying documentation and records, however stored, in

the custody or under the control of the Service Provider or Service Provider Personnel, which are directly related to this Services Agreement; and

(c) inspect any Health Material held on the premises of the Service Provider.

58.5.2 The Service Provider must ensure that any subcontract entered into for the purposes of this Services Agreement contains an equivalent clause granting the rights specified in this clause (Auditor-General, ANAO, Information Commissioner and Privacy Commissioner).

58.5.3 This clause (Auditor-General, ANAO, Information Commissioner and Privacy Commissioner) applies for the Term of this Services Agreement and for a period of seven (7) years after the date of expiration or termination of this Services Agreement. The Service Provider must ensure that any records and documentation related to this Services Agreement are maintained for a minimum of seven (7) years.

58.6 No reduction in responsibility

58.6.1 The requirement for, and participation in, audits does not in any way reduce the Service Provider's responsibility to perform its obligations in accordance with this Services Agreement.

58.7 Subcontractor requirements

58.7.1 The Service Provider must ensure that any subcontract entered into for the purpose of this Services Agreement contains an equivalent clause granting the rights specified in this clause 58.

58.8 Consequences of audit

58.8.1 The Service Provider must promptly take, at no additional cost to Health, corrective action to rectify any error, non-compliance or inaccuracy identified in any audit in the way the Service Provider has performed its obligations under this Services Agreement, including but not limited to, the way the Service Provider has:

(a) provided any Service; or

(b) calculated Charges, and billed to Health accurately.

59. Data Management

59.1 Generally

59.1.1 The Parties acknowledge that the implementation of the Services may involve the access to or creation of information incorporating personal and other sensitive information and that compliance with this Services Agreement and applicable Laws, including in respect of privacy and security, are of paramount importance.

59.1.2 The Service Provider acknowledges and agrees that:

(a) Health holds and deals with highly sensitive information;

(b) Health is concerned to ensure that such information is not improperly damaged, destroyed, lost, used or disclosed contrary to this Services Agreement or any Laws;

(c) use or disclosure of such information contrary to this Services Agreement may constitute a breach to which clause 76.1.1 applies; and

(d) the Service Provider must notify Health immediately and comply with all directions of Health if the Service Provider becomes aware of any contravention of security requirements.

59.2 Ownership of Health Data

59.2.1 Health Data remains the property of Health at all times.

59.3 Protection of Health Data

59.3.1 The Service Provider must comply with all data security requirements in respect of access to and use of Health Data specified in **Schedule 2 - Statement of Requirement** or Notified to the Service Provider by Health from time to time. Individual Data classification of each item is "UNCLASSIFIED DLM of Sensitive: Personal". The aggregation of all the records will increase the risk associated with release of information, necessitating the implementation of additional controls which, subject to clause 59.4.5, are to be agreed between the Parties.

59.3.2 The Service Provider must not, and must ensure that its Subcontractors and Service Provider Personnel do not:

(a) remove Health Data or allow Health Data to be removed from Health's, or an End User's premises, otherwise than as required by, and in accordance with, this Services Agreement;

(b) take Health Data or allow Health Data to be taken outside of or stored outside of, or accessed from outside of, Australia or require Health to allow Health Data to be taken outside of or stored outside of Australia;

(c) use Health Data for purposes other than those directly related to the performance of the Services;

(d) sell, let for hire, assign rights in or otherwise dispose of any Health Data;

(e) make available any Health Data to any third party other than Subcontractors Approved in accordance with this Services Agreement and then only to the extent necessary to enable the Subcontractor to perform its part of the Services;

(f) allow any person who does not have the appropriate level of security clearance from gaining access to Health Data; or

(g) commercially or otherwise exploit Health Data,

without Health's prior written consent (from the Health Representative).

59.3.3 The Service Provider must ensure that it has in place, at all times, safeguards against the unauthorised access, misuse, damage, destruction, loss, alteration or corruption of Health Data (including by third parties) which is in the possession of the Service Provider or Service Provider Personnel. The Service Provider must ensure that such safeguards comply with any other security procedures or requirements specified by Health from time to time and all applicable Laws.

59.4 Compliance with Health Security requirements

59.4.1 The Service Provider must, and must ensure that its Subcontractors and Service Provider Personnel, comply with all relevant security procedures and other security requirements as set out in **Schedule 2 - Statement of Requirement** or as otherwise specified by Notice from Health.

59.4.2 The Service Provider must comply with any such security procedure or other security requirement immediately if directed by Health or, if no direction is given, within a reasonable time, having regard to the nature of the requirement.

59.4.3 The Service Provider must send Health a Notice identifying any potentially relevant security procedure or other security requirement of Health of which it is aware and which is not the subject of a Notice in accordance with clause 59.4.1.

59.4.4 The Service Provider must allow Health to undertake assessment visits from time to time to verify that the Service Provider complies with the requirements set out in clauses 59.4.1 to 59.4.3.

59.4.5 The Service Provider must:

(a) comply with all relevant requirements of the Commonwealth Protective Security Policy Framework at http://www.protectivesecurity.gov.au, as amended or replaced from time to time and its Protective Security Protocols, including the Protective Security Governance Guidelines - Security of outsourced services and functions and the Information Security Manual at http://www.asd.gov.au/infosec/ism/index.htm;

(b) comply with the requirements of the Information Security Manual, as amended from time to time;

(c) ensure that Service Provider Personnel and Subcontractors undertake any security checks, clearances or accreditations as required by Health; and

(d) notify Health of any changes to circumstances which may affect the Service Provider's capacity to provide the Services in accordance with Health's security requirements.

59.4.6 Not used.

59.4.7 Security Classified Information furnished or generated under this Services Agreement, must not be released to a third party, including a representative of another country, without prior written Acceptance of the originator through the Health Representative.

59.4.8 In giving any Acceptance to the Service Provider under clause 59.4.7, the Health Representative may impose such conditions as the Health Representative thinks fit, including conditions requiring any recipient of Security Classified Information to obtain a level of security clearance and to enter into a deed in a form acceptable to Health.

59.4.9 The Service Provider must promptly report to the Health Representative any instance in which it is known or suspected that Security Classified Information furnished or generated under this Services Agreement has been lost or disclosed to unauthorised persons, including a representative of another country.

59.4.10 All Security Classified Information transmitted between the Parties or a Party and a Subcontractor, located overseas, whether generated in Australia or by another country, must be subject to the Laws of the overseas country regarding the custody and protection of Security Classified Information, and to any bilateral security instrument between Australia and the overseas country.

59.4.11 If there has been a breach by the Service Provider, Service Provider Personnel or a Subcontractor of clause 59.4 the Health Representative may give the Service Provider a notice of immediate termination for default under clause 76.1.

59.4.12 The Service Provider must ensure that the requirements of this clause 59.4 are included in all Subcontracts where the Subcontractor requires access to any Commonwealth place, area or facility, or to Security Classified Information, in order to perform the obligations of the Subcontract.

59.5 Commonwealth Data Protection Plan

59.5.1 The Service Provider must comply with the CDPP in its provision of the Services.

59.5.2 The Service Provider must maintain and update the CDPP as material changes occur, and as agreed by the Parties, and provide the CDPP to Health for Acceptance.

59.6 Return of Health Data

59.6.1 Upon Health's request, or on expiry or termination of this Services Agreement, the Service Provider must:

(a) promptly return all Health Data and all physical and written records containing any Health Confidential Information, and all documentation relating to or concerning that Health Data and Health Confidential Information (or the part Health requests) (including copies) to Health in a form reasonably requested by Health; or

(b) if requested by Health:

(i) destroy that Health Data and Health Confidential Information (including copies) in the manner specified by Health or otherwise deal with these items in the manner specified by Health; and

(ii) promptly certify to Health in writing that it has done so.

59.6.2 Without limiting clause 59.6.1, upon Health's request, or on expiry or termination of this Services Agreement, the Service Provider must:

(a) provide Health with access to, and the ability to retrieve any Health Data (at no additional charge);

(b) comply with any directions of Health in relation to the destruction or de-identification of Health Data;

(c) not destroy any Health Data unless it has the prior written Approval of Health to do so; and

(d) return all Health Data in the format required by Health.

59.7 Breaches of data security

59.7.1 The Service Provider must Notify the Health Representative immediately and comply with all directions of Health if the Service Provider becomes aware of:

(a) any contravention of Health's data security requirements; and

(b) any requests from foreign governments or agencies for access to any Health Data (unless such Notification is prohibited by Law).

59.7.2 If the Service Provider becomes aware of any actual or suspected:

(a) action taken through the use of computer networks that result in an actual or potentially adverse effect on Health's systems (including those operated by the Service Provider to provide the Services to Health) or any Health Data (**Cyber Incident**); or

(b) any other unauthorised access, misuse, damage, destruction, loss, alteration or corruption of Health Data by any person (**Other Incident**),

the Service Provider must:

(c) Notify Health in writing immediately (and no later than 12 hours after becoming aware of the Cyber Incident or Other Incident); and

(d) comply with any directions issued by Health in connection with the Cyber Incident or Other Incident, including in relation to:

(i) notifying CERT Australia, or any other relevant body, as required by Health;

(ii) obtaining evidence about how, when and by whom Health's systems (including those operated by the Service Provider to provide the Services to Health) or Health Data has or may have been compromised, and preserving and protecting that evidence for no less than 12 Months;

(iii) implementing any mitigation strategies to reduce the impact of the Cyber Incident or Other Incident or the likelihood or impact of any future similar incident; and

(iv) preserving and protecting Health Data (including as necessary reverting to any backup or alternative site or taking other action to recover Health Data).

59.7.3 The Service Provider must ensure that:

(a) all Subcontracts and other supply chain arrangements, which may allow or cause access to Health Data, contain no provisions that are inconsistent with clauses 59.7.1 or 59.7.2; and

(b) all Service Provider Personnel and any Subcontractors who have access to Health Data act in a manner that is consistent with the Service Provider's obligations under this clause 59.

59.8 Misuse of Health Data

59.8.1 The Service Provider acknowledges and agrees that:

(a) any unauthorised access, alteration, removal, addition, possession, control, supply or impediment to the access, reliability, security or operation of information held in any computer (or, in some cases, any storage device) in the course of providing the Services may be an offence under Part 10.7 of the *Criminal Code Act 1995* (Cth) of which there are a range of penalties, including a maximum of 10 years imprisonment;

(b) the giving of false or misleading information to Health or Health Personnel is a serious offence under Division 137 of the *Crimes Act 1914* (Cth); and

(c) the publication or communication of any fact or Document by a person which has come to their knowledge or into their possession or custody by virtue of this Services Agreement (other than to whom the Service Provider is authorised to publish or disclose the fact or Document) may be an offence under sections 70 and 79 of the *Crimes Act 1914* (Cth), the maximum penalty for which is seven (7) years imprisonment.

60. Supply Chain Integrity and Security

60.1.1 To ensure the Integrity of Equipment, Software, people and process that are provided to Health through this Services Agreement the Service Provider must:

(a) provide Health with visibility of its local and global Equipment and Software supply chains as they relate to the Services to be delivered to Health, by reporting each quarter the names of its third party suppliers and Software providers with whom it has Subcontractor arrangements, alliances and partnerships;

(b) provide to Health any additional supply chain information in a timely manner at the request of Health at any time during the Term, subject to that information being held by the Service Provider and not being confidential. Where Confidential Information is held, the Service Provider will use reasonable endeavours to enable that information to be provide to Health subject to Health agreeing to maintain its confidentiality;

(c) allow Health to conduct a due diligence and risk review of suppliers and supply chain elements prior to entering into this Services Agreement and during the Term to acquire information regarding Register Equipment, Software, firmware, or services and ensure security risks are adequately addressed. Health, in its sole discretion, may require the Service Provider to remove suppliers and/or supply chain elements as a result of any due diligence or risk review. The Service Provider must not deliver Services, store Health Data or information about Health on Equipment or Software from specific suppliers when requested by Health;

Note: If Health requests the Service Provider to exclude any suppliers from its solution, Health will endeavour to provide notice. The period of this notice will be determined by Health, at its discretion.

(d) not used;

(e) provide Health on a Monthly basis forward plans associated with Infrastructure upgrades and Changes, Software patching and version upgrades or Changes for Software products used to provide the Services;

(f) protect the Integrity of the Equipment and Software, Health Data and information about Health from unauthorised interference;

(g) use secure shipping and warehousing for information systems, information system components, and information technology products;

(h) seek to minimise the time between purchasing decisions and delivery of information systems, information system components, and information technology products; and

(i) employ independent analysis and penetration testing against delivered information systems, information system components, and information technology products in accordance with **Schedule 2 - Statement of Requirement**.

60.1.2 Where Health makes a decision under clause 60.1.1(c) in relation to specific suppliers or supply chain elements after the Commencement Date:

(a) any changes will be reflected through this Services Agreement variation process; and

(b) the requirement will constitute Health Conduct for the purposes of clause 48.1A.

Note: In addition to the above requirements, Health may:
1. At the time of request for any information outlined above, apply At Risk Amounts to the non-delivery of requested information in accordance with Schedule 4 - Pricing Framework.
2. Define Service Levels to measure compliance against any of the above.

61. Confidentiality

61.1 Disclosure and care of Confidential Information

61.1.1 Subject to clause 61.3.1, a Party must not, without the prior written consent from the other Party, disclose any Confidential Information of the other Party to a third party.

61.1.2 In giving consent to the disclosure of Confidential Information, a Party may impose such conditions as it thinks fit, and the other Party must comply with these conditions if it proceeds to make the disclosure.

61.1.3 Each Party must take all reasonable steps to ensure that, subject to clause 61.3.1, its Personnel engaged to perform work under this Services Agreement do not disclose Confidential Information of the other Party obtained during the course of performing such work.

61.1.4 The Service Provider must:

(a) use due care to safeguard Health Confidential Information and comply with any security requirements specified by Health from time to time;

(b) implement security practices against any unauthorised copying, use, disclosure (whether that disclosure is oral, in writing or in any other form), access and damage or destruction of any of Health Confidential Information;

(c) immediately notify Health if the Service Provider:

(i) suspects or becomes aware of any unauthorised access to or copying, use, disclosure in any form, damage or destruction of any of Health Confidential Information; or

(ii) is required by law to disclose any Health Confidential Information;

(d) take all reasonable steps to enforce any obligation of confidence imposed or required to be imposed by this Services Agreement; and

(e) do all things, execute all Documents and give all assistance reasonably required by Health to enforce any obligation of confidence imposed or required to be imposed by this Services Agreement.

61.2 Written undertakings

61.2.1 A Party may, at any time, require the other Party to arrange for any of its Personnel (other than a person employed under the *Public Service Act 1999* (Cth)) to whom information may be disclosed pursuant to clauses 61.3.1(a) or 61.3.1(b) to give a written undertaking in the form set out at **Schedule 9 - Health Deed of Confidentiality and Privacy** or **Schedule 10 - Service Provider Deed of Confidentiality**, as the case may be, relating to the use and non-disclosure of the first Party's Confidential Information.

61.2.2 The Service Provider must arrange for its Service Provider Personnel to execute a deed in the form of **Schedule 9 - Health Deed of Confidentiality and Privacy** if any onsite access to Health premises is required, or where an offsite person will access Health Confidential Information.

61.2.3 If a Party receives a request under clause 61.2.1, it must promptly arrange for all such undertakings to be given and must provide copies to the requesting Party. ***[Note: Persons who access Health sites or Data should sign.]***

61.3 Exceptions to obligations

61.3.1 The obligations of the Parties under this clause 61 will not be taken to have been breached to the extent that Confidential Information:

(a) is disclosed by a Party to its Personnel solely in order to comply with obligations, or to exercise rights, under this Services Agreement, or to the extent necessary in order to obtain advice in relation to its rights under this Services Agreement;

(b) is disclosed to a Party's internal management Personnel, solely to enable effective management or auditing of Services Agreement-related activities;

(c) is shared by Health within Health's organisation, or with another Agency including the Auditor-General, where this serves the Commonwealth's legitimate interests;

(d) subject to any Law to the contrary, is disclosed by Health for governmental, reporting or public accountability reasons, including a request for information by the responsible Minister;

(e) is disclosed by Health, in response to a request by a House or a Committee of the Parliament of the Commonwealth or any State or Territory;

(f) is information for which disclosure is authorised or required by Law, including under this Services Agreement, under a licence or otherwise, to be disclosed;

(g) is in the public domain otherwise than due to a breach of this clause 61.3.1 or any other obligation of confidentiality; or

(h) in the case of the Service Provider, as part of its mandatory reporting requirements as a public company or under the rules of a stock exchange or is disclosed to a Related Body Corporate to the Service Provider.

61.3.2 Subject to **Schedule 14 - Confidential Information**, Health may disclose this Services Agreement, including the total amounts payable by Health under it, to the public.

61.4 Obligations on disclosure

61.4.1 If a Party discloses Confidential Information to another person:

(a) pursuant to clauses 61.3.1(a) or 61.3.1(b) the disclosing Party must:

(i) inform the receiving person that the information is Confidential Information; and

(ii) not provide the information, unless the receiving person agrees to keep the information confidential; or

(b) pursuant to clauses 61.3.1(c), 61.3.1(f) or 61.3.1(h), the disclosing Party must inform the receiving Party that the information is Confidential Information.

61.4.2 It is acknowledged that where disclosure is made under clauses 61.3.1(d), 61.3.1(e) and 61.3.1(f), no confidentiality undertaking will be required and no guarantee can be given that the information may not be further disclosed by the recipient.

61.5 Additional Confidential Information

61.5.1 The Parties may agree in writing at any time that certain additional information is to constitute Confidential Information for the purposes of this Services Agreement, and that information will be Confidential Information from the date agreed.

61.6 No reduction in privacy obligations

61.6.1 Nothing in clauses 61.1.1 to 61.5.1 derogates from any obligation which either Party may have either under the *Privacy Act 1988* (Cth) as amended from time to time, or under this Services Agreement, in relation to the protection of Personal Information.

61.7 Public Announcements

61.7.1 The Service Provider must, before making any public announcement in connection with this Services Agreement or any transaction contemplated by this Services Agreement, obtain Health's agreement to the announcement, except if the public announcement is required by Statute or a regulatory body (including a relevant stock exchange).

61.7.2 If the Service Provider is required by Law or a regulatory body to make a public announcement in connection with:

(a) this Services Agreement; or

(b) any transaction contemplated by this Services Agreement,

the Service Provider must limit the public announcement to the extent required by the relevant Law or regulatory body, and, to the extent practicable, first consult with and take into account the reasonable requirements of Health.

62. Disclosures under laws of a foreign country

62.1.1 If the Service Provider or any Subcontractor (including Personnel) is subject to an order made under any Law of a foreign country to disclose or transfer data it holds in relation to this Services Agreement to a foreign country or to an entity outside of Australia, the Service Provider must, unless prohibited by such Law, Notify Health immediately.

62.1.2 Nothing in clause 62.1.1 otherwise limits or affects the Service Provider's obligations to comply with any Law.

63. Privacy

63.1 Application of the clause

63.1.1 This clause applies only where the Service Provider deals with Personal Information when, and for the purpose of, providing Services under this Services Agreement. This clause does not derogate from any obligation the Service Provider may have under the Law or under this Services Agreement in relation to the protection of Personal Information or security.

63.2 Obligations

63.2.1 In the course of providing the Services, the Service Provider must:

(a) comply with its obligations under the Privacy Act, including all applicable regulations and registered APP codes or CR codes;

(b) not engage in an act or practice in connection with the provision of the Services that would:

(i) breach an Australian Privacy Principle; or

(ii) be an interference with the privacy of an individual under the Privacy Act,

unless that act or practice is permitted under the Privacy Act;

(c) not do any act, or engage in any practice, in connection with the provision of the Services or this Services Agreement, that would breach an Australian Privacy Principle if it were done or engaged in by Health;

(d) collect, use, disclose, store, retain and dispose of any Personal Information obtained in the course of providing Services under this Services Agreement only for the purposes of, and as required by, this Services Agreement;

(e) notify individuals whose Personal Information the Service Provider holds, that complaints about acts or practices of the Service Provider may be investigated by the Privacy Commissioner who has power to award compensation against the Service Provider in appropriate circumstances;

(f) without limiting paragraph 63.2.1(d), not use or disclose any Personal Information or engage in an act or practice that would breach, or cause Health to breach an Australian Privacy Principle unless the use or disclosure is authorised by this Services Agreement or is necessary, directly or indirectly, to discharge an obligation under this Services Agreement;

(g) comply with the security obligations in **Schedule 2 - Statement of Requirement** in relation to the collection, storage, use or disclosure of any Personal Information obtained in the course of providing Services under this Services Agreement;

(h) not transfer outside of Australia any Personal Information obtained as a result of, or in connection with, providing the Services, or allow access to such Personal Information from a location outside of Australia;

(i) comply with any Notice given to the Service Provider by Health which is necessary in order for Health to comply with any:

(i) notice, direction, determination, recommendation or other requirement of the Australian Information Commissioner, Privacy Commissioner or Freedom of Information Commissioner; or

(ii) any undertaking given to the Australian Information Commissioner Privacy Commissioner or Freedom of Information Commissioner by Health;

(j) comply with any Notice given to the Service Provider by Health which is, in the opinion of Health, required in order for Health to comply with data breach notification guidelines;

(k) comply with any directions, guidelines, determinations or recommendations of the Privacy Commissioner to the extent that they are consistent with the requirements of this clause 63;

(l) comply with any other applicable Law in relation to Health Data and Personal Information obtained during the course of providing the Services under the Services Agreement;

(m) ensure that all of the Service Provider Personnel who deal with Personal Information obtained in the course of providing the Services are made aware of the Service Provider's obligations under this clause 63;

(n) ensure that any Subcontract for the provision of the Services contains clauses requiring the Subcontractor to comply with this clause 63 as if it were the Service Provider including the requirement in relation to subcontracts;

(o) immediately Notify Health if the Service Provider becomes aware of any breach, or possible breach, of any obligations under this clause 63, including by Service Provider Personnel or any Subcontractors; and

(p) arrange for all persons to whom Personal Information is to be disclosed to give a written undertaking substantially in the form set out in **Schedule 9 - Health Deed of Confidentiality and Privacy**.

63.2.2 Notwithstanding any other provision in this clause 63, if the Service Provider provides a health service to an individual, it will:

(a) comply with the Australian Privacy Principles in relation to the use and disclosure of health information about the individual; and

(b) transfer health information to another health service provider when directed to do so by Health.

63.2.3 Without derogating from any other obligations of the Service Provider under Statute or otherwise, the Service Provider must assist Health to enable any person, on request, to ascertain in respect of Personal Information:

(a) whether the Service Provider has possession or control of any records that contain such Personal Information;

(b) the nature of the information;

(c) the main purposes for which the Personal Information is used by the Service Provider; and

(d) the steps that the person should take if the person wishes to obtain access to the Personal Information.

63.2.4 The Service Provider must include in the CDPP the procedures it will implement to ensure that it and all Service Provider Personnel fully comply with and discharge all the Service Provider's obligations under this clause 63.

63.2.5 To avoid doubt:

(a) the Service Provider's obligations in this clause 63 are in addition to, and (to the fullest extent practicable) do not restrict, any other obligations it may have under the Privacy Act, any other applicable Law or any privacy codes or privacy principles contained in, authorised by or registered under any Law, including any such privacy codes or principles that would apply to the Service Provider but for the application of the other provisions of this clause 63; and

(b) except as expressly specified in this Services Agreement, the provisions of this Services Agreement do not authorise, and are not to be taken as authorising, the Service Provider to engage in any act or practice that is inconsistent with any Australian Privacy Principle.

63.2.6 Not used.

63.2.7 Not used.

63.3 Breach of Australian Privacy Principle

63.3.1 If either Party believes that any act or practice required under this Services Agreement would or might breach an Australian Privacy Principle, it must immediately Notify the other Party. The Parties will promptly take action to discuss and agree any changes to this Services Agreement which are necessary to ensure that neither the Service Provider or Health are in breach of their obligations under the Privacy Act.

63.4 Changes to the Privacy Act

63.4.1 Without limiting any other Statutory changes, if during the Term there are changes to the Privacy Act, including amendments to the Australian Privacy Principles, which come into force during the Term:

(a) the Service Provider must comply with the changes to the Privacy Act in the provision of the Services, from the date those changes take effect; and

(b) if either Party considers that the changes do or may significantly affect the provision of the Services, it may issue a Notice to the other Party and:

(i) the Parties must meet to consider the nature and impact of the changes; and

(ii) either Party may request consequential changes to this Services Agreement in accordance with this Services Agreement variation process in clause 82.

63.5 Definitions

63.5.1 For the purposes of clause 63:

(a) 'Privacy Act' means the *Privacy Act 1988* (Cth); and

(b) 'APP code', 'Australian Privacy Principle', 'CR code' and 'Personal Information' have the same meaning as in the Privacy Act.

63.6 State and Territory Law

63.6.1 The Service Provider must also comply with its obligations under any relevant State or Territory privacy Law in its provision of the Services.

Note: Privacy legislation in each of the States and Territories may be applicable to the provision of the Services.

PART 12 - INTELLECTUAL PROPERTY

64. Intellectual Property Rights

64.1 Service Provider to provide all necessary Intellectual Property Rights

[redacted]

[redacted]

[redacted]

[redacted]

64.2 IP Register

[redacted]

64.3 IP Management

[redacted]

64.4 Existing Material

[redacted]

[redacted]

64.4A Service Provider Material

[redacted]

64.4B New Material

[redacted]

[redacted]

[redacted]

64.4C Third Party Material (other than Software)

[redacted]

[redacted]

64.4D Third Party Software supplied by the Service Provider

[redacted]

[redacted]

64.5 **Not Used**

64.6 **Moral Rights**

[redacted]

[redacted]

64.7 Health Material

[redacted]

64.8 End of Term Intellectual Property Rights

[redacted]

[redacted]

64.9 Open Source Software

[redacted]

65. Escrow Agreement

65.1.1 The Service Provider must:

(a) place the Escrow Materials in escrow;

(b) arrange for itself and each applicable Subcontractor (as the case may be), Health and an escrow agent Approved by Health to enter into an escrow agreement substantially in the form set out in **Schedule 15 - Escrow Agreement** under which the Escrow Materials will be held in escrow; or

(c) arrange for Health to become a party to a new or an existing escrow arrangement covering that Escrow Material which Health regards as a satisfactory arrangement; and

(d) no later than six (6) Months after the Commencement Date, promptly deposit those Escrow Materials with an escrow agent Approved by Health; and

(e) every subsequent six (6) Months update the Escrow Materials held in escrow so that they reflect the Register from time to time.

65.1.2 The cost of the escrow arrangement will be shared equally by the Service Provider and Health. The Service Provider must consult with, and comply with the reasonable directions of, Health in any negotiations with the escrow agent arising under this clause 65.

65.1.3 The Service Provider grants to Health a licence to make full use of the Escrow Materials to enable it to derive the full benefits it is entitled to receive under the terms of this Services Agreement (including the right to Modify, adapt and support the Register), with effect from the date of the event that triggered release of the Escrow Materials to Health in accordance with the relevant escrow agreement.

PART 13 - WARRANTIES AND INDEMNITIES

66. Disclaimer

66.1.1 The Service Provider:

(a) acknowledges and agrees that:

(i) it has been provided information prior to the signing of this Services Agreement relevant to the Service Provider's performance of this Services Agreement (**Pre-Services Agreement Information**); and

(ii) the accuracy of the Pre-Services Agreement Information has not been verified or checked by Health or any of its officers, employees, agents or advisers, or independently audited;

(iii) it has conducted its own investigations and made its own assessments as to the appropriateness and accuracy of all Pre-Services Agreement Information and has sought appropriate professional advice about:

A. any information, statements, or representations contained in any Pre-Services Agreement Information;

B. the regulatory regime applicable to the provision of the Services to Health;

C. the financial condition, business affairs, and operations of Health;

D. the assumptions, uncertainties and contingencies which may affect the future business of Health; and

E. the impact that a variation in future outcomes may have on any Services and the ability of the Service Provider to meet the Outcomes;

(iv) it will be deemed to have satisfied itself as to all matters which affect or may affect its obligations under this Services Agreement;

(v) subject to any Law to the contrary, and to the maximum extent permitted by Law, Health, its officers, employees, agents and advisers each disclaim all liability for any Loss (whether foreseeable or not) suffered by any person acting on any part of the Pre-Services Agreement Information, whether or not the Loss arises in connection with any negligence, default or lack of care on the part of Health or its officers, employees, agents or advisers or any misrepresentation or any other cause;

(vi) it will be bound (to the maximum extent permitted by Law) by any disclaimer contained in or accompanying any Pre-Services Agreement Information;

(vii) no Pre-Services Agreement Information forms part of this Services Agreement unless expressly incorporated into this Services Agreement;

(viii) it waives and releases (to the maximum extent permitted by Law) all claims or rights of action against Health, its officers, employees, agents and advisers in relation to the conduct of the process relating to the Pre-Services Agreement Information and the RFT Process and Documents in respect of this Services Agreement;

(ix) neither Health nor its officers, employees, agents or advisers (to the extent permitted by Law):

A. subject to any express provision in this Services Agreement to the contrary, makes or gives any representation, assurance or warranty, express or implied, that any part of the Pre-Services Agreement Information is or will be current, accurate, reliable, suitable or complete;

B. subject to any express provision in this Services Agreement to the contrary, is under any obligation to notify the Service Provider or any other person, or to provide any further information to the Service Provider or any other person, if they or any of them become aware of an inaccuracy, incompleteness or change in the Pre-Services Agreement Information;

C. is under any obligation or duty in relation to the Pre-Services Agreement Information, either to the Service Provider, or to any person obtaining information from the Service Provider;

D. professes any expertise, or represents any willingness to apply any expertise, for the benefit of the Service Provider;

E. makes any express or implied representation or warranty that any estimate or forecast will be achieved or that any statements as to future matters will prove correct;

F. represents that the assumptions on which any forecast is based are accurate, complete or reasonable;

G. (except so far as liability under any Law cannot be excluded) accepts responsibility arising in any way for errors in, or omissions from, the Pre-Services Agreement Information, or in negligence in the provision or not of the Pre-Services Agreement Information;

H. accepts any liability for any Loss suffered by any person as a result of that person or any other person placing any reliance on any Pre-Services Agreement Information; or

I. assumes any duty of disclosure or fiduciary duty to any interested party in the provision or not of the Pre-Services Agreement Information; and

(x) Health has entered into this Services Agreement relying on the warranties, acknowledgements, agreements, waivers, releases and indemnities given by the Service Provider in this Services Agreement.

66.1.2 This clause 66 of this Services Agreement is intended to benefit and is to be interpreted as benefiting Health and each of its officers, employees, agents and advisers and to be enforceable by each of those persons. To that extent, Health has entered this Services Agreement on its own behalf and on behalf of each of those persons.

67. Warranties

67.1 General Warranties

67.1.1 The Service Provider warrants, represents and undertakes that:

(a) Health will not require access to the Service Provider's proprietary information to ensure continuity of the delivery of services that are the same or similar to the Services following the end of the Term;

(b) another service provider appointed by Health following the Term will not require access to the Service Provider's proprietary information to provide services to Health that are the same or similar to the Services; and

(c) to the extent that the Service Provider's proprietary information or material are needed to ensure continuity of service delivery during the Term, or during the Disengagement Period, the Service Provider will make that information or material available to Health upon request.

67.1.2 The Service Provider represents and warrants that:

(a) it has, and the Service Provider Personnel have, and they will both continue to have and to use, the skills, qualifications and experience to provide the Services and to meet the Outcomes in a skilful, diligent, responsive, professional, courteous, efficient and controlled manner, with a high degree of quality and to a standard that complies with this Services Agreement and meets Health's requirements (including the Outcomes) in full;

(b) it will meet the Service Levels at all times during the Term;

(c) it will provide and use the necessary resources to provide the Services and to meet the Outcomes in accordance with this Services Agreement;

(d) the Services and use of the Services by Health (including End Users) will not infringe the Intellectual Property Rights or Moral Rights of any person;

(e) it has or will have the necessary rights to vest the Intellectual Property Rights and grant all necessary licences or sublicences under clause 64;

(f) it has undertaken, and will undertake during the Term, all necessary investigations (for example, ensuring that the Services do not infringe

any current Intellectual Property Rights) in order to provide the warranties under this Services Agreement;

(g) the Service Provider will perform its responsibilities under this Services Agreement in a manner that does not infringe any of Health's Intellectual Property Rights;

(h) it will not infringe any person's Intellectual Property Rights in performing the Services or meeting the Outcomes;

(i) it owns or has the right to use the Register and all other Materials necessary to perform the Services and to meet the Outcomes;

(j) it has the right to grant all licences granted pursuant to this Services Agreement;

(k) it is not aware of any circumstances that would affect its ability to perform the Services or achieve the Outcomes in a manner that complies with all Laws and this Services Agreement and it will immediately notify Health if any such circumstances arise;

(l) it has and will be deemed to have done everything possible to inform itself completely as to:

(i) Health's requirements for Services and Outcomes under this Services Agreement;

(ii) the Law and the conditions, risks, contingencies and all other factors which may affect the timing, scope, cost or effectiveness of performing this Services Agreement; and

(iii) all things necessary for delivery and management of this Services Agreement and the performance of the Service Provider's obligations under this Services Agreement;

(m) it enters into this Services Agreement based on its own investigations, interpretations, deductions, information and determinations;

(n) in providing the Services and meeting the Outcomes, it will at all times comply with this Services Agreement;

(o) each of the Services will conform with:

(i) this Services Agreement; or

(ii) where relevant and subject to clause 67.3.3, any third party warranties specified in this Services Agreement or applicable to a Service;

(p) if and to the extent ownership of a Service or Deliverable under this Services Agreement is to pass to Health, the Service or Deliverable will be free from any charge or encumbrance and will meet the required functional and performance requirements;

(q) it will not, nor will it suffer or permit Service Provider Personnel or any third party under its direction or control to negligently or wilfully introduce into Health's systems or any Software, any Harmful Code; and

(r) if any Harmful Code is introduced into Health's systems or any Software, whether through a breach of clause 67.1.2(b) or otherwise, the Service Provider must:

(i) immediately report that introduction to Health;

(ii) take all necessary action to eliminate the Harmful Code; and

(iii) subject to clauses 67.1.2A and 67.1.2B, promptly repair any harm or destruction caused by that Harmful Code, subject to any directions from Health.

(s) it has the right to enter into this Services Agreement;

(t) it has:

(i) full corporate power and authority; and

(ii) all rights, title, licences, interests and property necessary,

to lawfully enter into, perform and observe its obligations under this Services Agreement;

(u) the execution, delivery and performance of this Services Agreement has been duly and validly authorised by all necessary corporate action;

(v) the Service Provider's signing, delivery and performance of this Services Agreement does not constitute:

(i) a violation of any judgment, order or decree;

(ii) a material default under any Services Agreement which relates in any way to the provision of the Services, and by which it or any of its assets are bound; or

(iii) an event that would, with Notice or lapse of time, or both, constitute such a default;

(w) it has disclosed in writing to Health prior to the Commencement Date any litigation or Proceeding whatsoever that, to the best of the Service Provider's knowledge and belief after due inquiry, are taking place, are pending, or are threatened against it or a Related Body Corporate which, if adversely decided, would in all the circumstances be reasonably likely to have a material adverse effect on:

(i) the Service Provider's ability to perform its obligations under this Services Agreement; and/or

(ii) the Service Provider's reputation;

(x) it has not had a judicial decision against it (not including decisions under appeal) relating to employee entitlements in respect of which it has not paid the judgment amount;

(y) it is not, and Service Provider Personnel are not, an Inappropriate Person;

(z) it will promptly Notify and fully disclose to Health any event or occurrence actual or threatened during the Term of this Services Agreement that would materially affect the Service Provider's ability to perform any of its obligations under this Services Agreement, including but not limited to any event or occurrence referred to in clause 67.1.2(w) and clause 67.1.2(x).

(aa) subject to the exceptions in clause 11.5, the Data Services will be provided in accordance with:

(i) the requirements of this Services Agreement in all material respects;

(ii) the Outcomes; and

(iii) due care and skill; and

(bb) all components of the Register will combine and interact with each other.

67.1.2A The Service Provider's actions and assistance under clause 67.1.2(r) will be at no charge to Health if the Harmful Code is introduced:

(a) by the act or omission of any Service Provider Personnel, or any person under the control or direction of the Service Provider or a Service Provider Personnel;

(b) because the Service Provider did not put in place or maintain Harmful Code protection and prevention procedures; or

(c) by Health Personnel who followed the Service Provider's Harmful Code protection and prevention procedures.

67.1.2B If the Service Provider proves to the reasonable satisfaction of Health that the Harmful Code was introduced by:

(a) a member of Health Personnel acting independently from the Service Provider and who has failed to comply with the Service Provider's documented Harmful Code protection and prevention procedures of which the Health Personnel ought reasonably to have been aware (bearing in mind the Health Personnel's position); or

(b) an other third party where the Service Provider has complied with its documented Harmful Code protection and prevention procedures; or

(c) another cause provided the Service Provider has complied with its documented Harmful Code protection and prevention procedures,

the Service Provider will not be in breach of its Harmful Code obligations and the work under clause 67.1.2(r) will be performed as a Project Service.

67.1.3 Not used.

67.1.4 Not used.

67.1.5 Not used.

67.1.6 Not used.

67.1.7 Not used.

67.1.8 Not used.

67.2 Warranty in respect of Health Data

67.2.1 Without limiting any other provision in this Services Agreement, the Service Provider represents and warrants that:

(a) no Health Data will be accessed without authorisation, misused, damaged, destroyed, lost, altered or corrupted in the course of the provision of the Services as a result of a breach by the Service Provider or any of the Service Provider Personnel or Subcontractors of the obligations set out in this Services Agreement; and

(b) all Health Data required to be migrated or otherwise transferred between any component of the Health ICT environment will retain at least the same degree of Integrity, functionality and useability following any migration or transfer.

67.3 Effect of warranties

67.3.1 Nothing in this clause 67:

(a) restricts the effect of any conditions or warranties which may be implied by the *Competition and Consumer Act 2010* (Cth) or any sale of goods or fair trading Laws; or

(b) limits Health's right to take action on the basis of the common law that would be applied by the High Court of Australia in respect of a breach of this Services Agreement, tort, equity or any other common law or Statutory cause of action.

67.3.2 Not used.

67.3.3 Where the Service Provider supplies Services that have been procured from a third party, the Service Provider assigns to Health, to the extent permitted by Law, the benefits of the warranties given by the third party. This assignment does not in any way relieve the Service Provider of the obligation to comply with warranties provided directly by the Service Provider under this Services Agreement.

67.3.4 The Service Provider acknowledges that Health has executed this Services Agreement and agreed to take part in the transactions that it contemplates in reliance on:

(a) the representations and warranties that are made in this clause 67; and

(b) not used.

67.4 Health warranties

67.4.1 Health warrants that it has the right and authority to enter into this Services Agreement.

67.4.2 Health acknowledges that it is solely responsible for the content of any data or information which it transmits using the Services (not including any corruption or loss of the data caused by the Services or a failure to properly provide the Services).

68. Guarantees

68.1 Not Used

68.2 Financial Undertaking

Note: The need for a financial undertaking will depend on Health's risk assessment.

68.2.1 The Service Provider must, at its expense, provide to Health, within 30 Business Days after a request from Health, security in the form of an unconditional and irrevocable banker's undertaking (Financial Undertaking) which must be:

(a) executed by a financial institution Approved by Health and be stamped (if required);

(b) materially in the form of the undertaking appearing at **Schedule 13 - Financial Undertaking**, or an alternative form agreed by the Health Representative; and

(c) in an amount notified by Health, which will not exceed the sum of $[redacted] excluding GST (if any).

68.2.2 The Financial Undertaking referred to in clause 68.2.1 is for the purpose of ensuring the due and proper performance of this Services Agreement by the Service Provider, and Health may (without reference to the Service Provider) demand any sum under that banker's security from the financial institution referred to in clause 68.2.1 in respect of:

(a) amounts owed to Health by the Service Provider;

(b) damages suffered by Health and Health Personnel as a result of a breach of this Services Agreement by the Service Provider; and

(c) any Loss suffered by Health and Health Personnel that is the subject of an indemnity under this Services Agreement.

68.2.3 If the Financial Undertaking referred to in clause 68.2.1 is subject to a time limit, and the Term of this Services Agreement is extended under clause 2.1.2 beyond that time limit, the Service Provider must, prior to the commencement of that extension, provide to Health a further Financial Undertaking in accordance with clause 68.2.1 for a period that continues for the relevant Term or such longer period as is requested by Health.

68.2.4 If Health exercises any or all of its rights under the Financial Undertaking, Health will not be liable for, and the Service Provider releases Health from, liability for any resultant Loss to the Service Provider.

68.3 Future Payments

68.3.1 Health is not obligated to make any payment or further payments under this Services Agreement whether or not those payments are due until Health has received a duly executed Financial Undertaking as required by this clause 68.

68.3.2 Health's rights to recover from the Service Provider the balance of Losses suffered by Health after any exercise of its rights under a Financial Undertaking will not be limited by Health's exercise of those rights.

69. Insurance

69.1 Obligation to maintain insurance

69.1.1 The Service Provider must have and maintain valid and enforceable insurance policies (with reputable insurance companies or, in the case of the insurance under clause 69.1.1(a)(ii) and clause 69.1.1(b), which the Service Provider self-insures, and on terms acceptable to Health) to the following levels:

(a) for the Term of this Services Agreement:

(i) public liability insurance (including cover for liability for loss or damage to the property of others in the care, custody and control of the Service Provider) - an insured amount of not less than AUD 20,000,000 per claim and AUD 20,000,000 in the aggregate;

(ii) not used;

(iii) product liability insurance - an insured amount of not less than AUD 20,000,000 per claim and AUD 20,000,000 in the aggregate for all occurrences during any one 12 Month policy period;

(iv) workers' compensation insurance or have an Approved self-insurance regime:

A. as required by Law under any Statute relating to workers' or accident compensation and, where common law claims are permissible outside of the relevant Statutory scheme, insurance for employer's liability at common law with a limit of indemnity of not less than AUD 50 million for any one event; and

B. in each country, state or territory where the Service Provider's employees normally reside, where their contract of employment was made or where work is undertaken; and

(v) not used; and

(b) not used.

69.1.2 The taking out and maintaining of insurance as required by this Services Agreement does not in any way limit or expand the responsibilities, obligations or liability of this Services Agreement under other provisions of this Services Agreement.

69.2 Certificates of currency

69.2.1 The Service Provider must, on request by Health:

(a) promptly (and no later than 20 Business Days after the request) provide to Health a certificate of currency evidencing compliance with the terms of clause 69 for any insurance policy required to be effected and maintained pursuant to clause 69 and such documentation must record the name of the insurer or the insurers, the insured, the type of policy, policy number, the policy expiry date and the amount of cover and the territorial or geographical limits; and

(b) Not used.

(c) promptly provide to Health other evidence of the insurances which the Service Provider reasonably requires.

(d) ensure that:

(i) if the insurer gives the Service Provider notice of expiry, cancellation or rescission of any required insurance policy, the Service Provider as soon as possible informs Health in writing that the notice has been given and effects replacement

insurance on terms and subject to limits required by this Services Agreement, whose acceptance will not be unreasonably withheld; and

(ii) if the Service Provider cancels, rescinds or fails to renew any required insurance policy, the Service Provider as soon as possible obtains replacement insurance as required by this Services Agreement and informs Health in writing as soon as possible of the identity of the replacement insurer, and provides such evidence as the Health Representative reasonably requires that the replacement insurance complies in all relevant respects with the requirements of this Services Agreement;

(e) ensure that it:

(i) does not do or omit to do anything whereby any insurance may be prejudiced;

(ii) if necessary, takes all possible steps to rectify any situation which might prejudice any insurance;

(iii) renews any required insurance policy if it expires during the relevant period, unless appropriate replacement insurance is obtained;

(iv) does not cancel or allow an insurance policy to lapse during the period for which it is required by this Services Agreement without the prior written consent of the Health Representative;

(v) immediately notifies the Health Representative in writing of any event which may result in a required insurance policy lapsing, being cancelled or rescinded; and

(vi) complies fully with its duty of disclosure and obligations of utmost good faith toward the insurer and in connection with all of the required insurance policies.

69.3 Terms of Insurance

69.3.1 The Service Provider must:

(a) except for Statutory insurance, effect all insurance required by this clause 69 with insurers with a financial security rating of A- or better with AM Best or the equivalent rating with another international recognised rating agency;

(b) in relation to the public liability insurance required to be effected and maintained pursuant to clause 69.1.1, ensure that Health is included as an additional insured;

(c) to the extent permitted by the relevant Statutory scheme, and in respect of employers' liability insurance, where this insurance is commercially available in relation to workers compensation insurance, ensure that the policy is endorsed to insure Health as principal, for principal's liability but only with respect to any vicarious liability of Health for the acts or omissions of the Service Provider;

(d) ensure that the Approved Subcontractors effect and maintain valid and enforceable insurance policies of the types specified in clause 69.1 and in amounts that are appropriate taking into consideration the services to

be provided by the Approved Subcontractor in connection with this Services Agreement. Without limiting the Service Provider's responsibility for acts or omissions of its Approved Subcontractors, any deficiencies in the coverage or policy limits of the Approved Subcontractor's insurance is the sole responsibility of the Service Provide; and

(e) notify Health in writing:

(i) within five (5) Business Days after the Service Provider becomes aware of an event which would give the Service Provider's insurer the right to terminate any of the policies required by clause 69.1; or

(ii) within five (5) Business Days after the Service Provider's insurer gives the Service Provider notice that it intends to cancel or commute any of the policies required by clause 69.1.

69.3.2 The Service Provider must ensure that in relation to the insurance policies required by clause 69.1 that:

(a) all insurance agreements and endorsements (with the exception of limits of indemnity) include as insureds and operate as if there was a separate policy of insurance covering Health (for Health's vicarious liability for the act or omissions of other insureds), the Service Provider and its employees;

(b) in relation to which the insurer agrees to waive all rights, remedies of relief to which it might be entitled by way of subrogation against included insureds;

(c) failure by any insured to observe and fulfil the terms of the policy or to comply with the duty of disclosure does not prejudice the insurance of other insured; and

(d) notice of a claim by any insured will be accepted by the insurer as notice by all insureds.

69.3.3 The insurance policies required by clause 69.1 must be effected and maintained with an insurance company authorised to conduct insurance business in Australia and must be governed by the Law of an Australian State or Territory.

69.3.4 Without limiting the Service Provider's responsibility for acts or omissions of its Approved Subcontractors, any deficiencies in the coverage or policy limits of the Approved Subcontractor's insurance is the sole responsibility of the Service Provider.

69.4 Specific Insurance Policy

69.4.1 If Health requests specific insurance, the Service Provider must seek details and premium costs for such a policy and provide that information to Health within 20 Business Days after the request or such other time period agreed by the Parties after Health's request.

69.4.2 An insurance policy referred to in clause 69.4.1 must:

(a) be primary; and

(b) in relation to any public liability insurance and property insurance taken out under this clause 69.3, ensure that Health is included as a joint

insured or the loss payee, as appropriate, on the insurance policies and that it is a term of the policies that they operate as if a separate policy was issued to each included insured and in which the insurer waives its rights of subrogation against included insureds.

69.4.3 If Health Approves the information provided by the Service Provider under clause 69.4.1, the Service Provider must promptly effect and maintain the insurance. Health will pay the costs of the insurance premium as an Approved Pass Through Expense.

69.4.4 Health must be given a copy of the insurance policy wording and all endorsements for any policy so provided under this clause 69.3 and, thereafter whenever requested, a certificate of currency.

69.5 Failure to take out or maintain insurance

69.5.1 If the Service Provider fails to satisfy its obligations under this clause 69, Health may take out and maintain such insurance policies and pay the premiums as necessary and then deduct such amounts from any Charges or other moneys that are or may become due to the Service Provider or recover the same as a debt due under this Services Agreement. The Service Provider must provide Health with all reasonable assistance and information without delay in order to allow Health to exercise this right.

69.6 Excess

69.6.1 In the event of a claim under any of the policies referred to in this clause 69, the Service Provider is liable for any excess applicable except to the extent that the claim is due to the negligent act or omission of or breach of Services Agreement by:

(a) Health which will be the responsibility of Health and will be paid by Health or reimbursed by Health to the Service Provider; or

(b) more than one (1) Party in which the extent of the excess will be paid by the Parties in proportion to their liability for their loss or damage which gave rise to the claim.

69.7 Compliance with Insurance

69.7.1 The Service Provider must ensure that in relation to any insurance policy required to be effected and maintained by it by clause 69 it:

(a) complies with and abides by all the terms and conditions of the insurance policies;

(b) notifies Health of any event which may result in an insurance policy lapsing or being cancelled or being avoided;

(c) gives, full, true and particular information to the insurer of all matters and things the non-disclosure or misrepresentation of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the insurance;

(d) does everything reasonably required to claim and to collect or recover monies due under any insurance policy; and

(e) where the Service Provider becomes aware that an insurer's security rating has fallen below A - with AM Best or the equivalent rating with another recognised rating agency, immediately inform Health and if

requested by Health, seek alternative equivalent insurance to replace the insurance held with such an insurer without unreasonable delay.

69.8 Subcontractors

69.8.1 The Service Provider must ensure that its Subcontractors, agents and consultants are insured as required by clause 69.1, as is appropriate given the nature of services or work to be performed by them, as if they were the Service Provider.

70. Liability

70.1 Relevant Law

70.1.1 The liability of a Party for breach of this Services Agreement, or in tort (including negligence), or for any other common law, equitable or Statutory or other cause of action arising out of or in connection with the operation of this Services Agreement, will be determined under the relevant Law in Australia that is recognised, and would be applied, by the High Court of Australia.

70.2 Risk of Loss

70.2.1 The Service Provider is responsible for risk of, loss of, and damage to any property, the Register, Equipment, Software or other Materials used by the Service Provider to provide the Services, except to the extent that any loss of, or damage to, any such property, the Register, Equipment, Software or other Materials is caused or contributed to by:

(a) a Wilful Misconduct by Health or any Health Personnel;

(b) an unlawful act or omission of Health or any Health Personnel;

(c) a negligent act or omission of Health or any Health Personnel; or

(d) breach of this Services Agreement by Health.

70.3 Limitation of Liability - Health and the Service Provider

70.3.1 The liability of each of Health and the Service Provider arising out of or in connection with a breach of this Services Agreement, or in tort (including negligence) or for any other common law, equitable, Statutory or other cause of action arising out of, or in connection with, the operation of this Services Agreement (including under any indemnity) is, subject to clause 70.1.1, limited to [redacted] excluding GST in the aggregate.

[redacted]

[redacted]

70.4 Mitigation

[redacted]

70.5 Contribution

[redacted]

70.6 Exclusion

[redacted]

71. Indemnities

71.1 Service Provider's Indemnity

71.1.1 The Service Provider indemnifies the Indemnified Persons against any direct Losses sustained or incurred by any of the Indemnified Persons as a result of, or arising out of, or in connection with:

[redacted]

[redacted]

(e) any Loss or liability suffered or incurred by Health as a result of a third party claim which is caused by a breach by the Service Provider, Service Provider Personnel or Subcontractors, of the obligations under clause 61 or clause 63; or

[redacted]

[redacted]

71.2 Service Provider's Intellectual Property Right Indemnity

[redacted]

[redacted]

71.3 **Not Used**

71.4 **Not Used**

71.5 **Health obligations**

[redacted]

[redacted]

71.6 Service Provider's obligations

[redacted]

71.7 Rights held on trust

[redacted]

71.8 Enforcement of indemnities

[redacted]

PART 14 - SUSPENSION AND TERMINATION

72. Step In

72.1 Step In Events

[redacted]

72.2 Step In Rights

[redacted]

[redacted]

72.3 Step In Powers

[redacted]

72.4 Service Provider's obligations

[redacted]

[redacted]

72.5 Cessation of Step In

[redacted]

72.6 Payment if Service Provider is at fault

[redacted]

[redacted]

72.7 Payment if Service Provider is not at fault

[redacted]

72.8 No liability

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

72.9 Termination by Health

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

72.10 Other matters

[redacted]

73. Suspension of Services

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

73.1.2 Health will, if possible in the circumstances and subject to the requirements and procedures of the Commonwealth (including under the Protective Security Policy Framework and Information Security Manual), as soon as practicable after the occurrence of a circumstance contemplated by clause 73.1.1, inform the Service Provider of the:

(a) nature of the circumstance that has arisen;

(b) likely effect the occurrence of the circumstance will have on this Services Agreement; and

(c) action, or range of actions, that Health believes are available to respond to the occurrence of the circumstance.

[redacted]

73.1.4 Without limiting clause 33.4, Health will use reasonable endeavours to ensure that any power to suspend this Services Agreement is not exercised without consultation with the Service Provider.

[redacted]

[redacted]

73.1.7 A Suspension Notice given under clause 73.1.3 may, if required by Health, include details of when the Service Provider must recommence performance of the suspended obligations.

[redacted]

74. Persistent Breach

[redacted]

[redacted]

- [redacted]
- [redacted]
- [redacted]
  - [redacted]
  - [redacted]
- [redacted]

[redacted]

[redacted]

75. Frequent Breaches

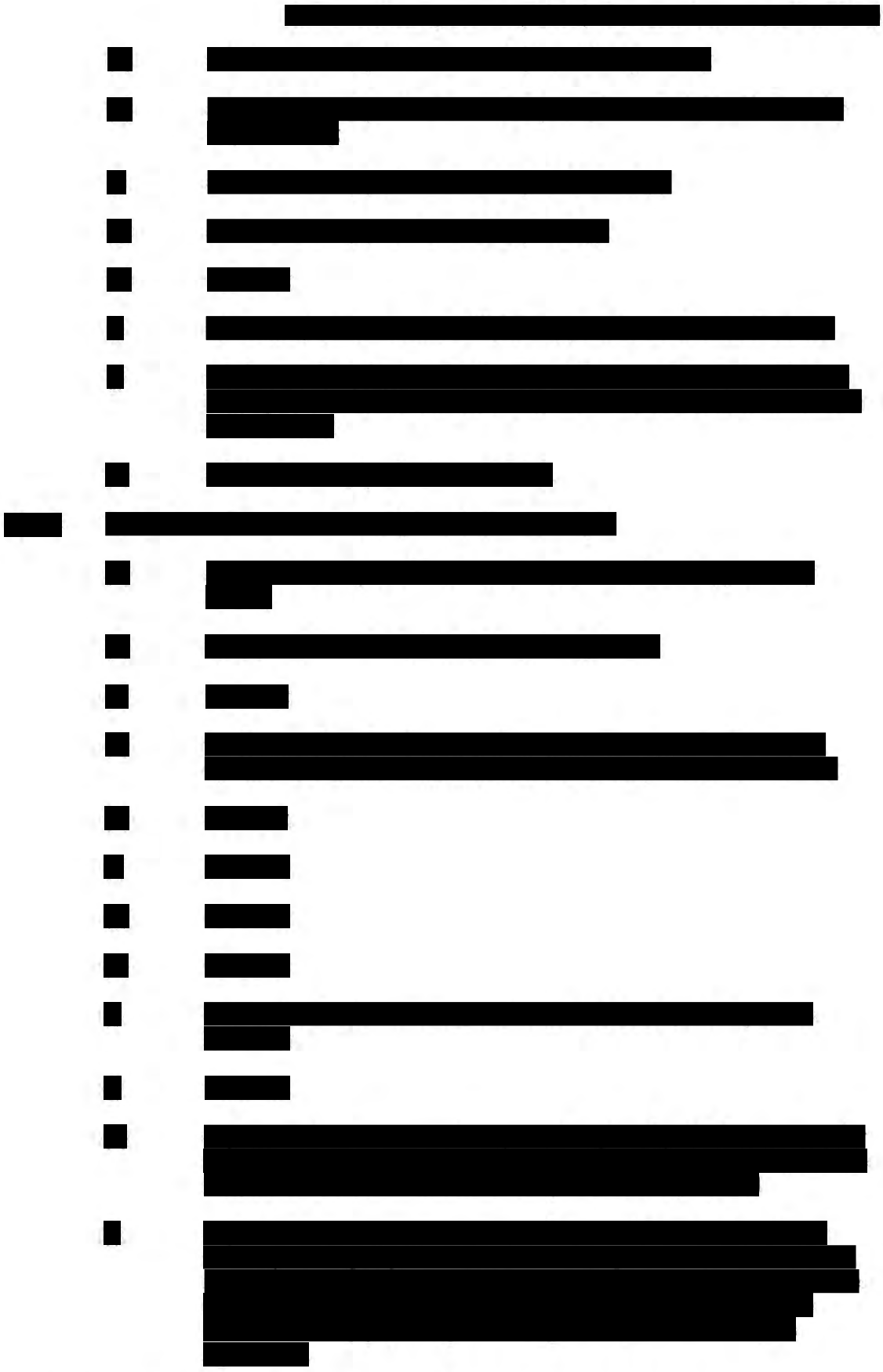
[redacted]

[redacted]

76. Termination and Reduction in Scope

76.1 Termination by Health for default

[redacted]



76.2 Termination by Health for convenience

76.2.1 Health may by Notice terminate this Services Agreement in whole or in part at any time for its convenience for any reason. Without limiting this clause 76.2.1, Health may by Notice terminate this Services Agreement (or part of this Services

Agreement) at any time for a machinery of government change or to implement a government directive. Health will provide a minimum of 90 calendar days' notice of any termination under this clause.

[redacted] If this Services Agreement is terminated under clause 76.2.1, Health, as appropriate, is only liable for:

(a) payments due under this Services Agreement:

(i) for the Outcomes met in accordance with this Services Agreement;

(ii) for any Services provided in accordance with this Services Agreement (to the extent that any amounts are separately payable for Services) prior to the Notice to terminate; and

[redacted]

if payment for that Outcome or Service is payable before the effective date of termination of this Services Agreement (less any amount that Health is entitled to deduct or set-off). To avoid doubt this includes substantiated pro-rata Milestone payments; and

[redacted]

76.2.3 Subject to **Schedule 4 – Pricing Framework** the Service Provider is not entitled to compensation for:

(a) payments that would be due after the date of termination or reduction in scope; or

(b) Loss of prospective profits or any other indirect or consequential Losses.

76.2.4 Health is not liable to pay compensation under clause 76.2.2 in an amount which would, in addition to any amounts paid or due, or becoming due, to the Service Provider under this Services Agreement, exceed the total Charges payable under this Services Agreement for the Services that are terminated.

76.2.5 The Service Provider must, wherever possible, include in all subcontracts and supply contracts an equivalent provision to this clause.

76.3 Reduction in Scope

[redacted]

[redacted]

76.4 After termination or reduction in scope

[redacted]

[redacted]

76.5 Consequences of termination

76.5.1 If this Services Agreement is terminated or reduced in scope (in whole or part) under this clause 76:

(a) subject to the terms of this Services Agreement, the Parties are relieved from future performance, without prejudice to any rights or remedies that have accrued at the date of termination or reduction in scope;

(b) Health is entitled to recover its Losses (if any) at Law;

(c) subject to this Services Agreement, all licences and authorisations relating to or concerning this Services Agreement granted to the Service Provider by Health terminate immediately despite anything to the contrary contained in the licence or authorisation (but only to the extent they apply to the terminated or reduced scope of this Services Agreement); and

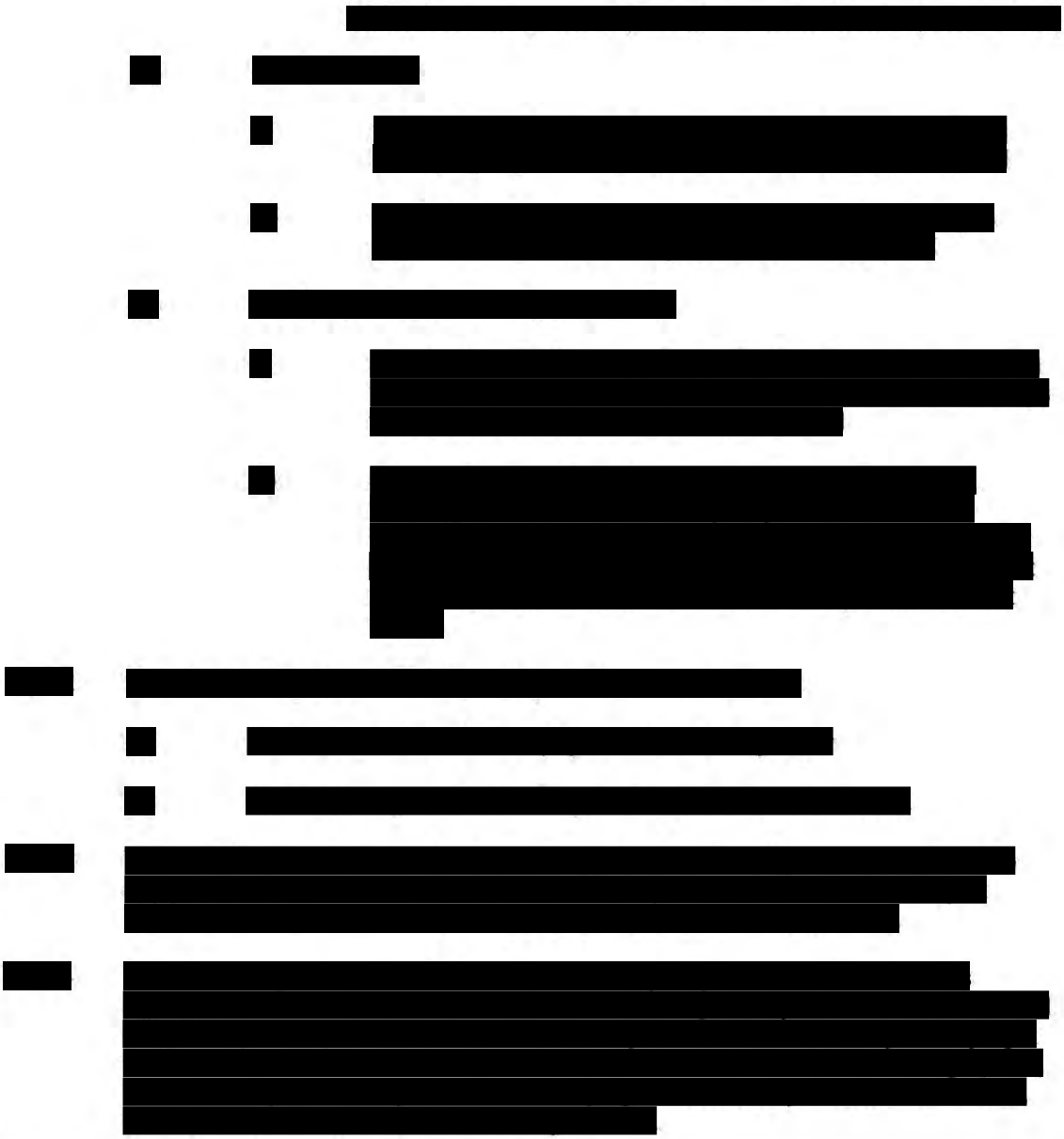
(d) licences that are perpetual continue despite any whole or partial termination or reduction in scope of this Services Agreement.

76.6 Deemed termination for convenience

[redacted]

76.7 Termination by Service Provider for cause

[redacted]



76A. Mitigation

76A.1 Mitigation

76A.1.1 Each Party must seek to minimise its Losses in the event of the occurrence of an Excusable Event, Health Conduct within the meaning of clause 48.1A, Step In under clause 72, suspension under clause 73, default, termination (in whole or part) or expiration of this Services Agreement.

PART 15 - DISENGAGEMENT REQUIREMENTS

77. Disengagement

77.1 Disengagement Assistance

77.1.1 The Service Provider must perform all Services included in this Services Agreement in a manner that will effectively and efficiently allow for their transfer to Health or an alternative service provider, including an alternative operator of the Services.

77.1.2 The Service Provider must take all reasonable actions to ensure the Services or any part of the Services and all necessary information are transferred to Health or another entity nominated by Health during the Disengagement Period, including preparation of Disengagement Plans in accordance with **Schedule 2 - Statement of Requirement**.

77.1.3 The Service Provider must comply with any Notice issued by Health about commencing Disengagement for part or all of the Services.

77.2 Disengagement Documentation

77.2.1 **Schedule 7 - Disengagement Requirements** lists the Disengagement Documentation that the Service Provider must provide as part of Disengagement.

77.2.2 The Service Provider must complete the Disengagement Plan and Disengagement Deliverables:

(a) as part of the Transition to the extent possible and as agreed by Health; and

(b) in accordance with the requirements in this Services Agreement including **Schedule 7 – Disengagement Requirements**.

77.2.3 The Service Provider must update the Disengagement Plan and Disengagement Deliverables annually within 20 Business Days after the commencement of each Contract Year and submit to Health for Approval.

77.2.4 If the Service Provider is Notified by Health of any Reduced Scope in accordance with this Services Agreement, the Service Provider must submit the Disengagement Documentation, in accordance with the requirements in **Schedule 7 - Disengagement Requirements** within 20 Business Days after the Notice for Approval by Health.

77.2.5 When Approved, the Service Provider must comply with the Approved Disengagement Documentation.

77.3 Disengagement Period

77.3.1 The Disengagement Period starts on the earlier of:

(a) the date 12 Months before the time for expiry of the Term, unless Health Notifies the Service Provider of a later date; or

(b) the date on which a Notice or termination or reduction in scope is given in accordance with this Services Agreement,

and will continue until 18 Months after the date of expiry or termination of this Services Agreement unless:

(c) the Parties agree a different period in writing; or

(d) Health Notifies the Service Provider that Disengagement Services are no longer required.

77.3.2 The objectives of the Disengagement are:

(a) to enable Health to continue to use and make available the solution for the Services after the expiry or termination of this Services Agreement; and

(b) to eliminate or minimise any disruption or deterioration of the Services, during and as a result of the transition and handover of the Services to Health or another entity.

77.3.3 During any Disengagement Period, the Service Provider:

(a) must comply with the Disengagement Plan Approved by Health;

(b) must comply with the requirements of **Schedule 7 – Disengagement Requirements**; and

(c) subject to the Disengagement Plan being Approved by Health, if requested by Health, must continue to perform the Services that have not been transferred to another entity (as specified in **Schedule 2 - Statement of Requirement**) at the then prevailing terms and conditions, including without limitation the Charges.

77.3.4 If the Service Provider receives a Notice under clauses 76.2.1 or 76.3.1 and the scope of the Services changes as a result, the Service Provider must;

(a) promptly provide any updated Disengagement Documentation (including the Disengagement Plan) in respect of the proposed changed scope of Services for Approval in writing by Health;

(b) conduct the Disengagement in accordance with that updated Disengagement Documentation and Disengagement Deliverables once Approved by Health; and

(c) commence supplying any changed scope of Services as part of the Services from the relevant date specified in the updated Disengagement Plan once Approved by Health.

77.3.5 Health will pay the Service Provider the Charges for Disengagement as set out in the Disengagement Plan and where relevant, **Schedule 4 - Pricing Framework** and in respect of service continuity under clause 77.3.1(b) the Charges for the last year of the Term apply.

77.3.6 If this Services Agreement is terminated or reduced in scope for cause by Health in accordance with clause 74, Health will without limiting in any way Health's rights to claim damages, pay the Service Provider the Charges for the Services performed during the Disengagement Period in accordance with the Disengagement Plan and where relevant, **Schedule 4 - Pricing Framework**.

78. Knowledge transfer

78.1.1 Without limiting clause 77, the Service Provider must, provide for the Disengagement Charges the following assistance to Health (or its nominee) as appropriate on termination, Disengagement or expiration of this Services Agreement:

(a) transfer or provide access to all information, stored by whatever means, held by the Service Provider or under the control of the Service Provider in connection with this Services Agreement, including up to date technical and operator Documentation provided under clause 23;

(b) make Service Provider Personnel available for discussions with Health (or its nominee) as may be required. The time, length and subject of these discussions will be at the sole discretion of Health (provided that any matter discussed is not considered to reveal any Confidential Information of the Service Provider not otherwise required to be provided under this Services Agreement); and

(c) comply with any additional requirements in **Schedule 2 - Statement of Requirement** and the Approved Disengagement Plan.

78.1.2 During the Term, Health may seek access to information from the Service Provider or Service Provider Personnel to discuss aspects of the Services.

78.1.3 The Service Provider must provide reasonable assistance to Health under clause 78.1.2 at no additional charge to Health.

PART 16 - GENERAL TERMS

79. Standards and Codes

79.1.1 The Service Provider must, in performing the Services and meeting the Outcomes and the Deliverables, comply with:

(a) any standards in **Schedule 2 - Statement of Requirement**;

(b) if there are no standards specified under clause 79.1.1(a), any applicable Australian or New Zealand standards that are consistent with the requirements or this Services Agreement, or if there are no applicable Australian or New Zealand standards, any applicable international standards that are consistent requirements of this Services Agreement; and

(c) any industry codes and best practice methodologies.

79.1.2 The Service Provider must perform its obligations under this Services Agreement in such a way that Health is able to participate in any necessary inspections of work in progress and testing of the Services, and is able to obtain the full benefit of Services for the purposes for which they are delivered (including the Outcomes), without being in breach of any occupational health and safety Laws.

80. Language and measurement

80.1.1 All information delivered as part of the provision of the Services under this Services Agreement, including Documentation must be written in English.

80.1.2 Measurements of physical quantity must be in Australian legal units as prescribed under the *National Measurement Act 1960* (Cth), or if Services are imported, units of measurement as agreed by Health.

81. Dispute Resolution

81.1.1 The Parties will each use their reasonable endeavours to resolve Disputes:

(a) cooperatively; and

(b) in accordance with clauses 81.1.2 to 81.1.7.

81.1.2 The Service Provider and Health must, promptly after becoming aware of any Dispute (and in any event within two (2) Business Days after becoming aware of any Dispute), give the other Party Notice of the Dispute (**Dispute Notice**) that sets out the details of the Dispute including, to the extent relevant to the Dispute, the:

(a) nature of the Dispute;

(b) date, time and location of the Dispute;

(c) known or likely cause of the Dispute;

(d) known or likely consequences of the Dispute; and

(e) actions taken to date in response to the Dispute to mitigate its effects and prevent its recurrence.

81.1.3 The Service Provider must, promptly after providing a Dispute Notice to Health or receiving a Dispute Notice from Health (and in any event within two (2) Business Days after providing or receiving a Dispute Notice):

(a) provide to Health a draft Dispute Resolution Plan designed to assist in mitigating the effects and preventing the recurrence of the Dispute; and

(b) arrange a meeting of the Parties to discuss the Dispute and draft Dispute Resolution Plan.

81.1.4 Health and the Service Provider must endeavour to agree as soon as possible a final Dispute Resolution Plan that includes details of:

(a) the approach for resolving the Dispute;

(b) the timeframe for resolving the Dispute;

(c) any persons who will be involved in resolving the Dispute;

(d) dates and times for, and manner of, monitoring the progress made in relation to mitigating the effects and preventing the recurrence of the Dispute; and

(e) the outcomes that must be achieved in order for the Dispute to be classified as resolved.

81.1.5 If Health and the Service Provider are unable to agree a final Dispute Resolution Plan within five (5) Business Days (or such longer time agreed by the Parties) after meeting to discuss the Dispute and draft Dispute Resolution Plan, they must refer the matter to an independent third party as agreed by the Parties, or where no agreement has been reached, a person appointed by Health to determine a final Dispute Resolution Plan.

81.1.6 The Parties must implement the agreed Dispute Resolution Plan in accordance with its terms. The Dispute Resolution Plan will remain in force until one (1) or both of the following occurs:

(a) Health and the Service Provider agree that the Dispute has been resolved; or

(b) Health and the Service Provider agree to discontinue the implementation of the Dispute Resolution Plan.

81.1.7 The Parties must continue to comply with their obligations under this Services Agreement while attempting to resolve any Dispute.

81.1.8 The obligations under clauses 81.1.1 to 81.1.7:

(a) are without limiting any rights that a Party has under this Services Agreement; and

(b) do not prevent a Party from obtaining urgent interlocutory relief.

82. Variations to this Services Agreement

82.1.1 This clause does not apply where this Services Agreement expressly gives Health the right to:

(a) reduce or change the scope of the Services;

(b) make changes to this Services Agreement as a result of a WoG Arrangement; or

(c) make any other change to this Services Agreement without obtaining the Service Provider's consent in writing,

and any change to this Services Agreement permitted by such a change will be effected by giving written Notice to the Service Provider in accordance with this Services Agreement.

82.1.2 All other changes to this Services Agreement, except Changes made as part of Change Management under clause 28, will be dealt with as follows:

(a) either Party may request a variation by providing a draft Variation Proposal to the other Party setting out the proposed variations;

(b) within 10 Business Days after receipt of the draft Variation Proposal or within another period agreed by the Parties, the Parties must meet to consider the draft Variation Proposal. At the meeting, the Service Provider must advise and discuss as required the impact the variations will have on:

(i) the Charges;

(ii) the Services;

(iii) the Service Provider's ability to perform its obligations under this Services Agreement; and

(iv) this Services Agreement;

(c) at the meeting of the Parties, or within a period after that meeting that is agreed by the Parties, each Party must Notify the other Party whether it accepts or rejects the draft Variation Proposal (based on the stated impact of the variations); and

(d) if all Parties accept the draft Variation Proposal, the Parties must execute the Variation Proposal.

82.1.3 Any changes to the Charges associated with a variation to this Services Agreement must:

(a) not exceed any reasonable additional cost and the Service Provider must substantiate (to Health's satisfaction) any proposed additional resource costs; and

(b) take fully into account any reduction in the cost of provision of the Services from efficiency improvements, increased volume or otherwise.

82.1.4 Any variation in this Services Agreement takes effect from the date on which the Parties execute a Variation Proposal or as otherwise agreed by the Parties.

82.1.5 The Parties must comply with any other change control obligations (including in respect of roles, responsibilities and change logging) as set out in **Schedule 2 - Statement of Requirement**.

83. Conflict of Interest

83.1 Warranty that there is no Conflict of Interest

83.1.1 The Service Provider warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Services Agreement, no Conflict of Interest (either potential, perceived or actual) exists or is likely to arise in the performance of its obligations under this Services Agreement.

83.1.2 A 'Conflict of Interest' for the purposes of this clause 83, includes:

(a) the Service Provider accepting benefits or bribes from a third party or providing benefits or bribes to Personnel of Health in respect of this Services Agreement, including for the purposes of influencing Health to enter into this Services Agreement with the Service Provider or a third party;

(b) unauthorised distribution of Health Confidential Information by the Service Provider for the purposes of the Service Provider gaining financial benefit from a third party; or

(c) a conflict created as a result of a breach by the Service Provider of a fiduciary obligation to Health.

83.2 Notification of a Conflict of Interest

83.2.1 If, during the performance of this Services Agreement, a Conflict of Interest (either potential, perceived or actual) arises, or appears likely to arise, the Service Provider must:

(a) Notify the Health Representative immediately in writing;

(b) make full disclosure of all relevant information relating to the Conflict of Interest; and

(c) take such steps as Health reasonably requires to resolve or otherwise deal with the Conflict of Interest.

84. Laws and Government Policy

84.1 Laws

84.1.1 The Service Provider must:

(a) comply with all applicable Laws in the performance of its obligations under this Services Agreement, as amended or replaced from time to time, including:

(i) the *Crimes Act 1914* (Cth);

(ii) the *Competition and Consumer Act 2010* (Cth);

(iii) all applicable Laws of the Commonwealth, or of any State, Territory or local government authority; and

(iv) the New Law once it is enacted; and

(b) avoid causing Health, Health Personnel, the States and Territories and State and Territory Personnel to contravene any Laws.

84.1.2 The Service Provider acknowledges its obligation to comply with all applicable anti-corruption Laws and represents that, to the best of its knowledge, no money or other consideration of any kind paid or payable under this Services Agreement or by separate agreement is, has been or will be used for unlawful purposes, including purposes violating anti-corruption Laws, including making or causing to be made payments to any employee of either party or anyone acting on their behalf to assist in obtaining or retaining business with, or directing business to, any person, or securing any improper advantage.

84.2 Policy

84.2.1 The Service Provider must, in performing its obligations under this Services Agreement, comply with any applicable Commonwealth policies referred to in this Services Agreement including **Schedule 2 - Statement of Requirement**, or Notified to the Service Provider, as amended or replaced from time to time.

84.2.2 The Service Provider must comply with any:

(a) additional Commonwealth policies; and

(b) amendments or replacements from time to time to any of the above Commonwealth policies,

as Notified to the Service Provider.

84.2.3 Health will:

(a) provide the Service Provider with advance notice (where possible) and a reasonable time for the Service Provider to comply with the change; and

(b) reimburse any substantiated (to Health's satisfaction) substantive additional costs as a result of the Service Provider's compliance with the change.

84.3 Anti-discrimination

84.3.1 Workplace Gender Equality

(a) The Service Provider must, if a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**):

(i) comply with its obligations, if any, under the WGE Act; and

(ii) not knowingly enter into any subcontract with an entity named in a report tabled in the Australian Parliament by the Director of Workplace Gender Equality as a supplier that has not complied with the WGE Act.

(b) If the Service Provider is a 'relevant employer' under the WGE Act and becomes non-compliant with the WGE Act during the Term of this Services Agreement, the Service Provider must notify the Health Representative as soon as reasonably practical.

(c) The Service Provider must provide a current letter of compliance from the Workplace Gender Equality Agency within 18 Months from the Commencement Date and following this, annually, to the Health Representative.

(d) Compliance with the WGE Act does not relieve the Service Provider from its responsibility to comply with its other obligations under this Services Agreement.

84.3.2 Disability discrimination

(a) The Service Provider must comply with the *Disability Discrimination Act 1992* (Cth) in accordance with the National Disability Strategy 2010-2020.

84.3.3 Indigenous Opportunities

(a) It is Australian Government policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see Indigenous Procurement Policy for further information).

(b) The Service Provider must use its reasonable endeavours to increase its purchasing from Indigenous enterprises, and employment of Indigenous Australians, in the delivery of the Services.

(c) Purchases from Indigenous enterprises may be in the form of engagement of an Indigenous enterprise as a Subcontractor, and/or use of Indigenous suppliers in the Service Provider's supply chain.

(d) In this paragraph, 'Indigenous enterprise' means an organisation that is 50 per cent or more Indigenous owned that is operating a business.

(e) The Service Provider must provide such written reports and evidence of its compliance with this clause 84.3.3 as required by Health during the Term.

84.3.4 General

(a) The Service Provider must comply with such other Commonwealth, State or Territory legislation relevant to anti-discrimination as may be relevant to this Services Agreement.

84.4 Environment

84.4.1 The Service Provider must perform its obligations under this Services Agreement in a way that does not place the Service Provider or Health in breach of any applicable environmental legislation including the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).

84.4.2 The Service Provider must seek to implement any best practice environmental or green standards applicable to the Services and must implement any such standards which are Notified to it by Health.

84.4.3 The Service Provider acknowledges the Greening of Government policy framework, which includes Health's obligations, if any, to report on its environmental performance and its contribution to Ecologically Sustainable Development under the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).

84.4.4 The Service Provider must comply with all reasonably practicable directions given by Health in respect of work practices or use of equipment in order to eliminate or mitigate any condition contrary to published environmental standards which apply to Health.

84.5 Australian Packaging Covenant

84.5.1 The Service Provider must endeavour to minimise the environmental impacts arising from the disposal of used packaging, conserve resources through better design and production processes for packaging and facilitate the re-use and recycling of used packaging materials in accordance with the principles in the Sustainable Packaging Guidelines available at http://www.packagingcovenant.org.au.

84.6 ICT Sustainability Plan

84.6.1 The Service Provider must:

(a) comply with the Australian Government Sustainability Plan 2010-15 (ICT Sustainability Plan), where relevant to the provision of the Services;

(b) report on compliance at least annually, as required by that Plan and as requested by Health; and

(c) notify Health at the earliest possible time of any failure, or likely failure, to comply with the ICT Sustainability Plan.

84.6.2 In particular, the Service Provider must:

(a) comply with ISO 14024 or ISO 14021 at the level of Electronic Product Environmental Assessment Tool (EPEAT) "Silver" rating or equivalent as a minimum standard for relevant Hardware being supplied under this Services Agreement;

(b) comply with the current version of ENERGY STAR for any relevant Hardware supplied under this Services Agreement;

(c) where no other disposal arrangements are specified for equipment supplied under this Services Agreement:

(i) for ICT equipment covered by the National Television and Computer Recycling Scheme, take back the supplied equipment at end-of-use for re-use or resource recovery;

(ii) for mobile devices and toner cartridges, either take back the devices and cartridges at end-of-use for re-use or resource recovery, or dispose of through a suitable recycling program (for example the official recycling program of the Australian Mobile Telecommunications Association, or a multi-vendor imaging consumables collection and recycling service); and

(iii) comply with the National Waste Policy: Less Waste, More Resources set out at http://www.scew.gov.au/node/849/ in regards to waste disposal;

(d) be a signatory to the National Packaging Covenant or comply with the requirements of the National Environment Protection (Used Packaging Materials) Measure (unless exempt by legislation); and

(e) have an Environmental Management System aligned to the ISO 14001 standard, or alternatively, the Service Provider must implement business processes that are aligned to the ISO 14001 standard within six (6) Months after the commencement of this Services Agreement.

84.6.3 Terms used in clauses 84.6.1 and 84.6.2 that are not defined in this Services Agreement, have the meaning provided in the ICT Sustainability Plan.

84.7 Energy Efficiency Policy

84.7.1 The Service Provider must comply with the Energy Efficiency In Government Operations (EEGO) Policy, where relevant to the provision of the Services. See the Department of Industry and Science's 'Energy in Government Operations' website at: http://www.industry.gov.au/energy/energyefficiency/non-residentialbuildings/governmentbuildings/energyefficiencyoperations/Pages/default.aspx.

84.7.2 Where reasonably practicable, the Service Provider agrees to use energy efficient products, products from recycled materials or other environmentally preferable products in its performance of the this Services Agreement

84.7.3 The Service Provider must provide information to Health in relation to the products the Service Provider uses in its performance of this Services Agreement, including how those products are energy efficient, made from recycled materials or are otherwise environmentally preferable upon request by Health.

84.8 Hazardous Substances

84.8.1 The Service Provider must not provide any part of the Services containing any Ozone Depleting Substances or Hazardous Substances, except for those substances authorised in writing by Health.

84.8.2 The Service Provider must ensure that, for all Hazardous Substances:

(a) full details of the authorised substances incorporated into the any part of the Services, including the location and protective measures adopted, are provided to Health in the format of a Material Data Safety Sheet in accordance with NOHSC 2011 (2003): "National Code of Practice for the Preparation of Material Safety Data Sheets 2nd Edition";

(b) all Documentation supporting the part of Services containing Hazardous Substances clearly identifies the presence and nature of the hazard;

(c) any part of the Services containing the authorised substance are labelled to clearly identify the nature of the substance, its associated hazards and appropriate safeguards.

84.8.3 To the extent consistent with their function, all parts of the Services must not emit fumes, liquids, solids, heat, noise, electromagnetic or other radiation, which could be detrimental to Personnel, the environment or the operation of other equipment.

84.8.4 The Service Provider must as soon as practicable or as otherwise required by Law advise Health if it becomes aware of a non-hazardous substance which could be substituted for a Hazardous Substance without significant detriment to the performance of this Services Agreement.

84.9 Work Health and Safety

84.9.1 In clauses 84.9.2 to 84.9.6 below:

(a) 'Act' means the *Work Health and Safety Act 2011* (Cth); and

(b) Person Conducting a Business or Undertaking (**PCBU**) as defined by the Act means a person conducting a business or undertaking:

(i) whether the person conducts the business or undertaking alone or with others; and

(ii) whether or not the business or undertaking is conducted for profit or gain.

84.9.2 The Service Provider must ensure that the Services are provided in a manner that does not pose any avoidable health or safety risk to the Service Provider's Personnel, to Health's Personnel or to any other person.

84.9.3 Without limiting in any way the work health and safety obligations that the Service Provider has under this Services Agreement, including those that apply due to the operation of Commonwealth and State or Territory Laws, the Service Provider must:

(a) ensure that a PCBU meets the primary duty of care requirements of section 19 of the Act or corresponding State or Territory legislation;

(b) ensure the regulator is notified immediately after a notifiable incident has occurred in accordance with section 38 of the Act or corresponding State or Territory legislation; and

(c) notify Health of:

(i) any work related injury that causes death or serious personal injury;

(ii) any notifiable incident as defined at sections 35, 36 and 37 of the Act, or corresponding State or Territory legislation; and

(iii) each occasion it reports to, or notifies, a regulatory authority of a notifiable incident authority under the Act, or the corresponding or equivalent State or Territory legislation,

within one (1) Business Day after the incident has occurred or within two (2) hours if the injury causes death.

84.9.4 At Health's request, the Service Provider must provide reasonable assistance to Health or Comcare (including giving Health, Comcare and their agents access to the Service Provider's premises, files, information technology systems and Personnel) in connection with any monitoring, inspection, investigation or audit of work health and safety matters arising in relation to the provision of the Services.

84.9.5 To the extent that performance of the Services under this Services Agreement constitutes construction work, Health authorises the Service Provider to have management and control of the workplace for work health and safety purposes in relation to that construction work and the Service Provider is engaged as the principal contractor for the purposes of that work.

84.9.6 In this clause (Work Health and Safety), the terms 'construction work' and 'principal contractor' have the same meanings as in the WHS Act.

84.10 Illegal workers

84.10.1 The Service Provider must not engage Illegal Workers in any capacity to carry out any work under or in connection with this Services Agreement and must notify Health immediately if it becomes aware of the involvement of an Illegal Worker in such work.

84.10.2 The Service Provider must ensure that all subcontracts include a provision prohibiting Subcontractors engaging Illegal Workers.

84.10.3 The Service Provider must remove, or cause to be removed, any Illegal Worker from any involvement in performing its obligations under this Services Agreement (including if engaged by a Subcontractor) and arrange for their replacement at no cost to Health, immediately upon becoming aware of the involvement of the Illegal Worker.

84.10.4 If requested in writing by Health, the Service Provider must provide evidence within 14 calendar days that it has taken all reasonable steps to ensure that it has complied and is complying with its obligations in respect of Illegal Workers.

84.11 Building Code 2013

84.11.1 The Service Provider must comply with the Building Code 2013 (**Building Code**). Copies of the Building Code are available at www.employment.gov.au/BuildingCode.

84.11.2 Compliance with the Building Code does not relieve the Service Provider from responsibility to perform this Services Agreement, or from liability for any defect in the works arising from compliance with the Building Code.

84.11.3 Where a change in this Services Agreement is proposed and that change would affect compliance with the Building Code, the Service Provider must submit a report to the Commonwealth specifying the extent to which the Service Provider's compliance with the Building Code will be affected.

84.11.4 The Service Provider must maintain adequate records of the compliance with the Building Code by:

(a) the Service Provider;

(b) its Subcontractors;

(c) consultants engaged by the Service Provider; and

(d) its Related Entities (refer Section 8 of the Building Code).

84.11.5 If the Service Provider does not comply with the requirements of the Building Code in the performance of this Services Agreement such that a sanction is applied by the Minister for Employment, the Code Monitoring Group or the Commonwealth, without prejudice to any rights that would otherwise accrue, those Parties will be entitled to record that non-compliance and take it, or require it to be taken, into account in the evaluation of any future tenders that may be lodged by the Service Provider or a Related Entity in respect of work funded by the Commonwealth or its agencies.

84.11.6 While acknowledging that value for money is the core principle underpinning decisions on Government procurement, when assessing tenders, the Service Provider may give preference to Subcontractors and consultants that have a demonstrated commitment to:

(a) adding and/or retaining trainees and apprentices;

(b) increasing the participation of women in all aspects of the industry; or

(c) promoting employment and training opportunities for Indigenous Australians in regions where significant indigenous populations exist.

84.11.7 The Service Provider must not appoint a Subcontractor or consultant in relation to the Services where:

(a) the appointment would breach a sanction imposed by the Minister for Employment; or

(b) the Subcontractor or consultant has had an adverse Court or Tribunal decision (not including decisions under appeal) for a breach of workplace relations law, WHS Laws, or workers' compensation law and has not fully complied, or is not fully complying, with the order.

84.11.8 The Service Provider agrees to require that it and its Subcontractors or consultants and its Related Entities provide the Health Representative, including a person occupying a position in the Fair Work Building Industry Inspectorate, with access to:

(a) inspect any work, material, machinery, appliance, article or facility;

(b) inspect and copy any record relevant to the Project the subject of this Services Agreement; and

(c) interview any person,

as is necessary to demonstrate its compliance with the Building Code.

84.11.9 Additionally, the Service Provider must, and must ensure that its Related Entities comply with any request by Health or any other relevant Commonwealth entity to produce a specified document within a specified period, in person, by fax or by post.

84.11.10 The Service Provider must ensure that all subcontracts impose obligations on Subcontractors equivalent to the obligations under this clause 84.

84.12 Building and Construction WHS Accreditation Scheme

84.12.1 The Service Provider must be accredited under the Australian Government Building and Construction WHS Accreditation Scheme (**Scheme**) at the Commencement Date and must maintain that accreditation during this Services Agreement Term.

84.12.2 The Service Provider must comply with all conditions of the Scheme accreditation during this Services Agreement Term.

84.12.3 If the Service Provider ceases to maintain accreditation under the Scheme at any time during this Services Agreement Term, Health may terminate this Services Agreement immediately in accordance with clause 74.

84.13 Freedom of Information access to documents

84.13.1 In clauses 84.13.2 to 84.13.5 'document' and 'Commonwealth Services Agreement' have the same meaning as in the *Freedom of Information Act 1982* (Cth).

84.13.2 The Service Provider acknowledges that this Services Agreement is a Commonwealth Services Agreement.

84.13.3 The *Freedom of Information Act 1982* (Cth) enables the Australian community to have access to information in the possession of the Commonwealth Government. Where Health has received a request for access to a document created by, or in the possession of, the Service Provider or any Subcontractor that relates to the performance of this Services Agreement (and not to the entry into this Services Agreement), Health may at any time by written Notice require the Service Provider to provide the document to the Health and the Service Provider must, at no additional cost to Health, promptly comply with the Notice.

84.13.4 The Service Provider must indicate if it believes any material provided by it should be exempt from the operations of the *Freedom of Information Act 1982* (Cth).

84.13.5 The Service Provider must include in any subcontract relating to the performance of this Services Agreement, provisions that will enable the Service Provider to comply with its obligations under clause 84.13.3.

84.13.6 Clauses 84.13.2 to 84.13.5 apply for the Term and for a period of seven (7) years after the termination or expiry of this Services Agreement, whichever is later.

84.14 Fraud

84.14.1 The Service Provider must comply with the Commonwealth Fraud Control Guidelines, as amended from time to time set out at: http://www.ag.gov.au/CrimeAndCorruption/FraudControl/Pages/FraudControlFramework.aspx.

84.14.2 The Service Provider must notify Health immediately if it knows or has reason to suspect that any fraud has occurred or is occurring or is likely to occur in relation to this Services Agreement (including by the Service Provider, Service Provider Personnel and Subcontractors).

84.15 SME Participation

84.15.1 If the total Charges payable under this Services Agreement will exceed AU$20 million, the Service Provider must ensure that at least 20% of the Services (excluding Hardware) and 10% of the Hardware are provided by Small and Medium Enterprises (**SMEs**).

84.15.2 For the purpose of determining compliance with clause 84.15.1, the percentage of Services (excluding Hardware) and Hardware provided by SMEs is calculated as the value of the Services (excluding Hardware) and Hardware (as applicable) provided by SMEs as a percentage of the total Charges.

84.15.3 The Service Provider must report to Health as required by Health in relation to its compliance with clause 84.15.1.

84.16 Anti-terrorism

84.16.1 The Service Provider must comply with its obligations (if any) under Part 4 of the *Charter of United Nations Act 1945* (Cth) and the *Charter of United Nations (Dealing with Assets) Regulations 2008* (Cth).

84.16.2 The Service Provider must comply with all applicable Laws dealing with the supply and/or export of goods, services and information to foreign nationals or institutions, including under the *Customs Act 1901* (Cth) and the *Weapons of Mass Destruction (Prevention of Proliferation) Act 1995* (Cth).

84.16.3 The Service Provider acknowledges that it is an offence to knowingly make any funds or assets available to a person or organisation on the list of persons and entities designated as terrorists, available at http://www.dfat.gov.au/icat/UNSC_financial_sanctions.html.

84.16.4 If the Service Provider holds assets or funds belonging to a person or organisation on the list of persons and entities designated as terrorists, the Service Provider must immediately freeze those assets.

84.17 Anti-money laundering

84.17.1 The Service Provider must comply with its obligations (if any) under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

84.18 Archiving

84.18.1 During the Term and Disengagement Period, the Service Provider must:

(a) comply with any of Health's archiving policies as notified to it from time to time provided that the Service Provider is given reasonable notice of any change to the policies and is entitled to recover additional substantiated (to Health's satisfaction) costs incurred as a result of such compliance;

(b) comply with the requirements of the *Archives Act 1983* (Cth) and any Records Disposal Authority in respect of Commonwealth Records which are in the possession or under the control of the Service Provider;

(c) comply with any reasonable direction given by Health or the National Archives of Australia for the purpose of transferring a Commonwealth Record to the National Archives of Australia or providing the National Archives of Australia with full and free access to those records at the cost of Health;

(d) ensure that Health has access at all times and in any manner to Commonwealth Records whilst they are in the possession or under the control of the Service Provider; and

(e) on or before the termination or expiry of the Contract, deliver all Commonwealth Records in the possession or under the control of the Service Provider to Health or, if directed by Health, to another person specified in writing by Health.

84.18.2 The Chronic Disease Prevention Records Authority under Retain as National Archives class 61731 applies to records under this Services Agreement.

84.18.3 The Service Provider will provide its records destruction approach proposal for Health's consideration. Once Approved by Health that records destructions approach will be included in the Policies and Procedures Manual and the Service Provider must comply with that records destruction approach.

84.18.4 Not used.

84.18.5 Not used.

84.19 Fair Work Act

84.19.1 The *Fair Work Act 2009* (Cth) (**Fair Work Act**) establishes the framework for workplace relations in Australia.

84.19.2 The Service Provider must comply, and as far as practicable must ensure its Subcontractors (if any) comply, with all applicable workplace relations, work health and safety and worker's compensation Laws.

84.19.3 As far as practicable, the Service Provider must ensure that all subcontracts impose obligations on Subcontractors equivalent to the obligations in this clause 84.19.

84.20 Lobbying Code of Conduct

84.20.1 The Lobbying Code of Conduct is intended to promote trust in the integrity of government processes and ensure that contact between lobbyists and government representatives is conducted in accordance with public expectations of transparency, integrity and honesty. Lobbyists and Government representatives are expected to comply with the requirements of the Lobbying Code of Conduct in accordance with their spirit, intention and purpose. A copy of the Lobbying Code of Conduct is available at: http://lobbyists.pmc.gov.au/conduct_code.cfm.

84.20.2 'Government representative' for the purposes of the Lobbying Code of Conduct includes a person engaged as a contractor or consultant by an Agency whose staff are employed under the *Public Service Act 1999* (Cth).

84.20.3 In performing this Services Agreement the Service Provider must, and must ensure that Service Provider Personnel will, comply with the Lobbying Code of Conduct and the Australian Public Service Commission (APSC) Circular 2008/4, Requirements relating to the Lobbying Code of Conduct and Post Separation Contact with Government where their activities fall within the scope of the Lobbying Code of Conduct.

84.20A Digital Service Standard

84.20A.1 The Service Provider must comply with the Digital Service Standard for all Services which are within scope of the Digital Service Standard, as detailed by the Australian Government Digital Transformation Office.

84.21 General

84.21.1 Without limiting specific provisions of this Services Agreement, the Service Provider must, at its own expense, in performing the Services:

(a) comply with all relevant Laws (including the *Crimes Act 1914* (Cth), *Criminal Code Act 1995* (Cth), *Racial Discrimination Act 1975* (Cth), *Sex Discrimination Act 1984* (Cth), *Disability Discrimination Act 1992* (Cth), and *Workplace Gender Equality Act 2012* (Cth) and listed in regulations made under the Act and regulations made under the *Charter of the United Nations Act 1945* (Cth);

(b) comply with specific Health policies and procedures, as notified by Health from time to time; and

(c) obtain and maintain all necessary permits, consents, approvals and certifications.

85. Notices and other communications

85.1 Service of Notices

85.1.1 A Notice must be in written English and signed by:

(a) in the case of a Notice from Health, the Health Representative; or

(b) in the case of a Notice from the Service Provider, the Service Provider Representative.

85.1.2 A Notice or other communication is properly given or served by a Party if that Party:

(a) delivers it by hand;

(b) posts it; or

(c) if the notice is in pdf or other format that is a scanned image of the original hardcopy document, including a handwritten signature, attached the pdf or scanned image to an email stating that the attachment is a notice under this Services Agreement,

to the recipient's address for Notices specified in clause 85.3.1, marked for the attention of the person who at that time is the Service Provider Representative, or Health Representative, as appropriate.

85.1A Formal and informal communications

85.1A.1 The Parties wish to distinguish formal and informal communications.

85.1A.2 A formal communication is one which complies with the requirements of clause 85.1.1 and 85.1.2. An informal communication is one which does not comply with the requirements of clause 85.1.1 and 85.1.2. Examples of informal communications include:

(a) oral communications, whether made during meetings, discussions, over the phone or otherwise; and

(b) communications sent by email unless clause 85.1.2(c) applies.

851A.3 Formal communications will have effect as communications under or in connection with this Services Agreement. Informal communications will not:

(a) be treated as communications under or in connection with this Services Agreement;

(b) affect the Parties' rights or obligations under or in connection with this Services Agreement,

and do not vary this Services Agreement or waive rights or obligations under this Services Agreement and cannot be relied upon as varying this Services Agreement or waiving rights or obligations under this Services Agreement.

85.2 Deemed Receipt

85.2.1 A Notice or other communication is deemed to be received if:

(a) delivered by hand, when the Party who sent the Notice or other communication holds a receipt for it, signed by a person employed by the intended recipient at the physical address for Notices;

(b) sent by post from and to an address within Australia and correctly addressed, after three (3) Business Days;

(c) sent by post from or to an address outside Australia and correctly addressed, after 10 Business Days;

(d) not used;

(e) sent by electronic mail, only in the event that the other Party acknowledges receipt by any means in person, by phone or by a message which has been generated by the intended recipient and not purely by a machine; or

(f) sent by any other electronic means, only in the event that the other Party acknowledges receipt in person, by phone or by message which has been generated by the intended recipient and not purely by a machine, or by other means agreed in writing by the Parties.

85.3 Address for Notices

85.3.1 Subject to clause 85.4.1, the Service Provider Representative and Health Representative's address for Notices are as follows:

Health Representative:	
Name:	currently: Lisa Studdert
Position:	First Assistant Secretary, Population Health and Sport Division, Department of Health
Address:	MDP 702, GPO Box 9848, Canberra, ACT 2601
Phone:	06 6289 4522
Email:	NCSRProject@health.gov.au

Service Provider Representative:	
Name:	Shane Solomon
Position:	MD Telstra Health
Address:	Locked Bag 20170 Melbourne 3100
Phone:	+61 7 3455 8937
Email:	Shane.Solomon@team.telstra.com

85.4 Change of Address

85.4.1 Each Party must Notify the other Party of any change in its address for Notices, or in the identity of the Service Provider Representative or Health Representative (as applicable), including through delegation or authorisation under clause 39.1.5.

85.5 Reasonable

85.5.1 Subject to this clause 85.5, except where expressly provided as being at the discretion of a Party, where agreement, approval, Approval, acceptance, consent, determination or similar action by either Party is required under this Services Agreement, that action will not be unreasonably delayed or withheld.

85.5.2 Each Party will act reasonably in exercising any of its discretions, determinations, approvals, Approval (including satisfaction) rights or consents under this Services Agreement, unless expressly provided otherwise. Discretions may be identified specifically or by 'may' statements. For the avoidance of doubt, if Health has an absolute discretion, it is not required to act reasonably in exercising that discretion.

86. General

86.1 Export approvals and imported supplies

86.1.1 The Service Provider acknowledges that the Service Provider is obliged to arrange or meet any customs or export requirements necessary for performance of this Services Agreement.

86.1.2 The Service Provider must, at no additional cost to Health, arrange customs entry and the payment of any necessary customs duty and obtain all necessary valid export licences or other approvals to meet the requirements of this Services Agreement. The Service Provider must provide, on request by Health, a copy of any licence or other approval, or proof that such licence or approval has been obtained.

86.1.3 The Service Provider must Notify Health in writing within 10 Business Days after becoming aware of the refusal, revocation, or any qualification of any export licence or other approval necessary for the Service Provider to meet its obligations under this Services Agreement.

86.1.4 Health will do all that is reasonably necessary to assist the Service Provider in performing its obligations under clause 86.1.2, but will not be responsible for any failure by the Service Provider to meet its obligations under this Services Agreement as a result of any failure to obtain the approvals required under clause 86.1.2.

86.2 Approvals and consents

86.2.1 Except where this Services Agreement expressly states otherwise, a Party may, in its discretion, give conditionally or unconditionally or withhold any approval, Approval, Acceptance or consent under this Services Agreement.

86.3 Costs of contracting

86.3.1 Each Party must pay its own costs of negotiating, preparing and executing this Services Agreement and any related agreement.

86.4 Further action

86.4.1 Each Party must:

(a) do, at its own expense, everything reasonably necessary (including executing any Documents) to give full effect to this Services Agreement and any transaction contemplated by those Documents; and

(b) refrain from doing anything that might hinder the performance of this Services Agreement.

86.5 No security

86.5.1 The Service Provider must not, without Health's prior written consent, give or purport to give any security interest in any of its rights to receive payment from Health under this Services Agreement.

86.6 Assignment and Novation

86.6.1 Subject to clause 86.6.3, a Party must not assign or novate its rights, benefits or obligations in whole or in part, under this Services Agreement without the prior

written consent (by Notice) of the other Party, and this consent must not be unreasonably withheld.

86.6.2 The Service Provider must not enter into discussions or facilitate an assignment or novation of this Services Agreement without the prior written consent (by Notice) of Health.

86.6.2A As a condition of Health providing its consent for the Service Provider to assign or novate its rights and/or benefits in whole or in part, under this Services Agreement, Health reserves its right to require the incoming third party to execute a performance guarantee, in a format acceptable to Health and/or to obtain an unconditional financial undertaking in a format acceptable to, and for an amount as determined by, Health.

86.6.3 Health may, at any time, assign, transfer or novate its rights or benefits and obligations under this Services Agreement to another Agency if that Agency is to have administrative responsibility for the Services and this Services Agreement.

86.7 Change in Control

86.7.1A The Service Provider agrees that Health may immediately terminate this Services Agreement by giving written notice to the Service Provider if there is a Change in Control Event of the Service Provider during the Term, as a result of which:

(a) the creditworthiness of the Service Provider is adversely affected; or

(b) the acquiring entity will be unable to perform the Service Provider's obligations as set out in this Services Agreement,

as determined by Health.

86.7.2 The Service Provider agrees that:

(a) the Service Provider must notify Health as soon as it is aware that a Change in Control Event has occurred or if possible, will occur and promptly provide to Health such further information and assurances as are required by Health to demonstrate to Health's satisfaction;

(b) not used; and

(c) Health's consent will not be required with respect to a solvent corporate restructure within the Service Provider's group.

86.7.3 Without limiting this clause 86.7, where there is a Change in Control Event that will involve a transfer of this Services Agreement, and clause 86.7.2 has been satisfied, each Party must, at the other Party's request, sign a Deed of Novation formalising the arrangement, at the Service Provider's cost.

86.7.4 Health reserves the right at any time during the Term to ask the Service Provider about any potential or actual Change in Control Event, including in relation to corporate restructures, and the Service Provider will use its reasonable endeavours to respond to the enquiry.

86.8 Waiver

86.8.1 A waiver of any provision of, or right under this Services Agreement:

(a) must be by Notice from the Party entitled to the benefit of that provision or right; and

(b) is effective only to the extent set out in such Notice.

86.8.2 The fact that a Party fails to do (or delays in doing) something the Party is entitled to do under this Services Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.

86.8.3 The Service Provider may request that Health waive some or all of the requirements under this Services Agreement. Health will consider any such written request and may at its absolute discretion determine to waive any of the requirements of this Services Agreement in accordance with clause 86.8.1.

86.8.4 In granting a waiver under clause 86.8.1, Health may impose such conditions that Health thinks fit at its absolute discretion, and the Service Provider agrees to comply with these conditions, unless the Service Provider declines the waiver.

86.8.5 Waivers will be recorded in a Waiver Manual that will be maintained by Health and which will be made available to the Service Provider on request.

86.9 Severability

86.9.1 A term or part of a term of this Services Agreement that is illegal or unenforceable may be severed from this Services Agreement and the remaining terms or parts of the terms of this Services Agreement will continue in force.

86.10 Entire Agreement

86.10.1 This Services Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

86.10.2 The Parties agree that the RFT Process Gap Lists may, where relevant, be considered when interpreting this Services Agreement. The Gap Lists are to be agreed and finalised by the Parties within 20 Business Days after the Commencement Date.

86.11 Rights are Cumulative

86.11.1 The rights, powers and remedies provided in this Services Agreement are cumulative and are not exclusive of the rights, powers or remedies provided by Law independently of this Services Agreement.

86.12 No merger and Survival

86.12.1 The rights and obligations of the Parties under this Services Agreement do not merge on completion of any transaction contemplated by this Services Agreement.

86.12.2 The following clauses survive the termination and expiry of this Services Agreement:

(a) clause 57 (Books and records);

(b) clause 58 (Audit and access);

(c) clause 59 (Data Management);

(d) clause 59.4 (Compliance with Health Security requirements);

(e) clause 61 (Confidentiality);

(f) clause 63 (Privacy);

(g) clause 64 (Intellectual Property Rights);

(h) clause 69 (Insurance);

(i) clause 70 (Liability);

(j) clause 71 (Indemnities);

(k) clause 77 (Disengagement);

(l) clause 78 (Knowledge transfer);

(m) the termination provisions in so far as they relate to rights and obligations arising on termination;

(n) any clauses that are expressed to or which by their nature survive termination or expiry, including warranties, limitations on liability, licensing and Intellectual Property Rights; and

(o) all clauses required to give effect to the clauses referred to in clauses 86.12.2(a) to 86.12.2(n).

86.13 Recovery of moneys due to Health

86.13.1 Any money due or owing to Health under this Services Agreement may be recovered as a debt due to Health and set off against any payment due under this Services Agreement.

86.14 Contra proferentum

86.14.1 No rule of construction will apply in the interpretation of this Services Agreement to the disadvantage of a Party on the basis that that Party put forward or drafted this Services Agreement or any provision of this Services Agreement.

86.15 Not Used

86.16 Intellectual Property Rights in this Services Agreement

86.16.1 Health owns all Intellectual Property Rights in this Services Agreement.

86.17 Counterparts

86.17.1 This Services Agreement may be executed in counterparts. All executed counterparts constitute one (1) Document.

86.18 Governing Law

86.18.1 The Laws of the Australian Capital Territory apply to this Services Agreement. The courts of the Australian Capital Territory have non-exclusive jurisdiction to decide any matter arising out of this Services Agreement.

86.18.2 Each Party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in the Australian Capital Territory, and any court that may hear appeals from any of those courts, for any proceedings under or in connection with this Services Agreement, and waives any right it might have to claim that those courts are an inconvenient forum.

86.19 Attorneys

86.19.1 Each person who executes this Services Agreement on behalf of a Party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

86.20 Ownership and Risk

86.20.1 If Health acquires any Deliverables under this Services Agreement from the Service Provider, title to and risk in the Deliverables will pass to Health on delivery of the Deliverables to Health (which includes deployment into service of the Deliverables).

86.20.2 The Service Provider must ensure that, at the time ownership of any item of Deliverables passes to Health, those Deliverables are free of any registered or unregistered charge, lien, mortgage or other encumbrance.

86.21 Sale of Goods

86.21.1 The United Nations Convention on Contracts for the International Sale of Goods 1980 (the Vienna Convention) does not apply to this Services Agreement.

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 1

OVERVIEW AND OUTCOMES

Table of Contents

1. Overview

1.1 Introduction

1.1.1 Health, in cooperation with its State and Territory counterparts, is seeking to enter an Outcomes based arrangement with an appropriately skilled, qualified and capable Service Provider to enable and facilitate the delivery of the National Bowel Cancer Screening Program (**NBCSP**) and the National Cervical Screening Program (**NCSP**).

1.1.2 The Service Provider is responsible for providing:

(a) Implementation and Transition Services of an ICT capability/platform to deliver the Register and Register ICT Services; and

(b) the operational and support services required to enable and facilitate the Australian Government administered and State and Territory based cancer screening programs (the **Operator Services**), in order to meet specific Outcomes.

1.1.3 Not used.

1.1.4 This **Schedule 1 - Overview and Outcomes** provides a high level overview of Health's requirements for the Services, and a description of the Outcomes based contracting approach it requires for the delivery of the Services. This **Schedule 1 - Overview and Outcomes** reflects a statement of future vision and intent.

1.1.5 There are some limitations and identified weaknesses with the existing National Cervical Screening Program registers and the National Bowel Cancer Screening Program register supporting the Screening Programs, which prevent these Programs from adequately supporting Healthcare Professionals and Eligible Australians participating in these Screening Programs. These include significant manual processes resulting in high operational costs, inadequate Program Data capture, multiple Data sources and inconsistent and outdated Data, resulting in Data integrity/quality issues and inadequate reporting capability.

1.1.6 The implementation of a single Register to support each Screening Pathway for the National Cervical Screening Program and the National Bowel Cancer Screening Program is a fundamental enabler to achieve a cost efficient, nationally consistent, robust, Data assured and clinically effective implementation of the National Cervical Screening Program and the National Bowel Cancer Screening Program within Australia.

1.1.7 A single Register is expected to integrate with My Health Record (formerly the Personally Controlled Electronic Health Record), Clinical Information Systems and Health's Enterprise Data Warehouse offering improved access to screening Data and reduced costs and regulatory burden through the integration with general practice software, hospitals and Pathology Laboratories. Once implemented, Eligible Australians will be able to access their screening records wherever they move to or live in Australia.

1.1.8 The Register will provide the ability to:

(a) improve Data Quality and Data lodgement by allowing Healthcare Professionals to lodge Data electronically;

(b) improve information captured about Eligible Australians participating in the Screening Program(s) by allowing them to provide information electronically;

(c) improve the rate of Data capture from Healthcare Professionals by providing the ability to easily and uniquely identify the Eligible Australian and to identify that the client is a Participant in the Screening Program;

(d) provide a business intelligence capability to provide better reporting, transparency and effectiveness of the Screening Programs;

(e) provide timely and accurate information supporting the Participant as they move through the Screening Pathway;

(f) support the need to increase participation in the Screening Program(s) by engaging Health Professionals earlier in the process;

(g) improve its Data matching and invitation selection rules so that Participants who are identified through MBS Data or otherwise (including as identified by Health) as having identified treatments are no longer (redundantly) invited into the Screening Program; and

(h) provide access to Screening Program Data and provide a feedback loop to Healthcare Professionals, Specialists and Stakeholders.

1.2 Terms Used

1.2.1 Capitalised terms have the meaning given to them in **Schedule 8 - Glossary**. A number of additional capitalised terms which are not provided in **Schedule 8 - Glossary** and which relate to specific functionality, processes or transactions within the Register, have the meaning provided in this **Schedule 1 - Overview and Outcomes** or are names for functionality, processes or transactions within the Register.

2. National Cervical Screening Program (NCSP)

2.1 Background

2.1.1 The National Cervical Screening Program is a joint cervical screening program of the Australian and State and Territory governments. The National Cervical Screening Program aims to reduce illness and death from cervical cancer, in a cost-effective manner, through a more organised approach to cervical screening. Major policy decisions about the National Cervical Screening Program are determined through the Australian Health Ministers' Advisory Council (**AHMAC**).

2.1.2 In 1988, AHMAC established the Cervical Cancer Screening Evaluation Steering Committee (**Committee**) to examine cervical screening. In light of its findings, the Committee recommended that health authorities establish an organised approach to screening which would provide better protection against cervical cancer. In 1991, the Organised Approach to Preventing Cancer of the Cervix was established as a joint initiative of the Australian and State and Territory governments. In 1995 it was renamed the National Cervical Screening Program.

2.1.3 The current National Cervical Screening Program includes:

(a) encouraging all eligible women to enter and remain in the National Cervical Screening Program;

(b) ensuring optimal quality of Pap smears by adequate training of Pap smear takers;

(c) ensuring quality assurance reporting activities of Pap smear through a quality assurance program for Pathology Laboratories;

(d) ensuring appropriate follow-up of abnormal Pap smears through management guidelines;

(e) providing a system for notifying results to women by Pap smear providers;

(f) providing recall and reminder systems to ensure adequate follow-up of women with screen-detected abnormalities; and

(g) monitoring of National Cervical Screening Program performance and outcomes.

2.1.4 The National Cervical Screening Program is currently supported by eight (8) State and Territory registers.

2.2 Business Challenge

2.2.1 The current National Cervical Screening Program promotes routine screening with Pap smears every two (2) years for women between the ages of 18 (or two (2) years after first sexual intercourse, whichever is later) and 69 years.

2.2.2 In April 2014, MSAC recommended that a five (5)-yearly primary human papillomavirus (**HPV**) test and pathway replace the current two (2)-yearly Pap test, listed on MBS.

2.2.3 Under the Renewal Implementation Program (**Renewal**), the National Cervical Screening Program will lead the introduction of a new evidence based Testing pathway for the National Cervical Screening Program that involves a five (5)-yearly Testing interval (replacing the current two (2) -yearly Pap test under the MBS), using a new primary HPV test with Partial HPV genotyping, and a new Liquid Based Cytology test as triage. As part of the Renewal, MSAC has recommended:

(a) the cervical Screening Pathway change, from a Pap smear every two (2) years for women aged 18 to 69 years, to an HPV test every five (5) years for women aged 25 to 74 years of age;

(b) self-collection of a HPV sample, for an Under-screened or Never Screened woman, which is facilitated by a medical or nurse practitioner (or on behalf of a medical practitioner) who also offers mainstream cervical screening; and

(c) invitations and reminders to be sent to women between 25 to 69 years of age, and exit communications to be sent to women between 70 to 74 years of age, to ensure the effectiveness of the National Cervical Screening Program.

2.2.4 It is estimated that implementing these recommendations will reduce the number of Screening Tests over a woman's lifetime from around 26 to nine (9) and decrease the mortality and morbidity of cervical cancer by at least a further 15 per cent.

2.2.5 The improved efficiency of the renewed Screening Pathway is based upon a more effective Screening Test, a longer screening interval and a projected reduction in the detection of cervical abnormalities as the HPV vaccinated population increases.

2.3 Scope of Changes Required

2.3.1 Renewal implementation will change the National Cervical Screening Program as follows:

(a) change to the age cohort to be screened from 18 to 69, to 25 to 74 years of age;

(b) the introduction of a new Screening Test and new MBS item;

(c) the introduction of an invitation process;

(d) change to the Re-screen period from two (2) years to five (5) years; and

(e) exit Testing for women between 70 to 74 years of age.

2.4 Impact of change

2.4.1 The current Screening Pathway supports the screening of women under the National Cervical Screening Program from the undertaking of a Pap test through to diagnosis, treatment and usual care.

2.4.2 The Screening Pathway itself will change such that:

(a) Eligible Australians will be routinely invited to participate to screen under the National Cervical Screening Program;

(b) Eligible Australians will be invited to have an exit Test; and

(c) with the new Test interval, the dates for Re-screen will change.

2.5 National Cervical Screening Program registers

2.5.1 Currently there are eight (8) State and Territory National Cervical Screening Program registers, also known as Pap test registers, operating in Australia.

2.5.2 Each State and Territory currently operates their own register that keeps confidential records of Pap smear results.

2.5.3 These registers have an important role in Data collection and quality control for the National Cervical Screening Program and provide important National Cervical Screening Program information to Stakeholders.

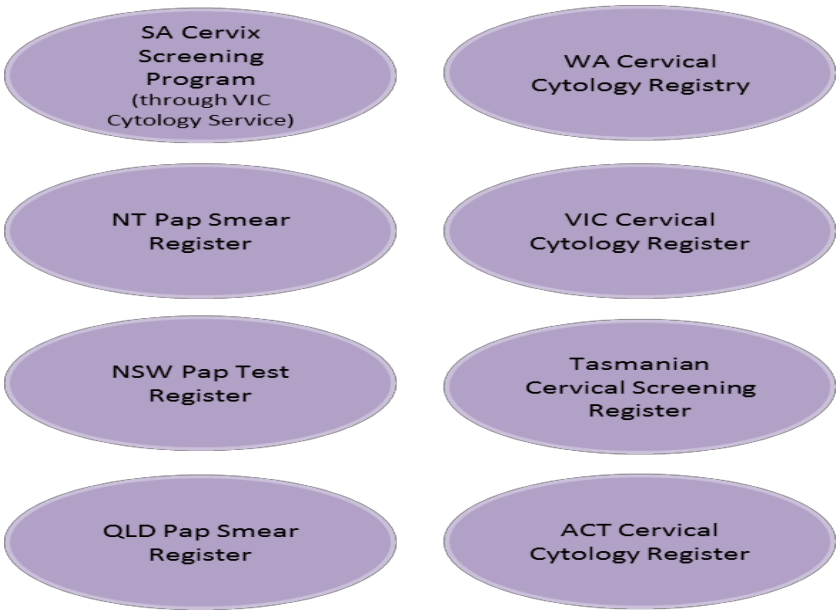


Figure 1: Current National Cervical Screening Program registers

2.6 Opportunities for change

2.6.1 The introduction of a renewed Screening Pathway provides the opportunity to introduce a single National Cancer Screening Register that will support both the National Cervical Screening Program and the National Bowel Cancer Screening Program.

2.6.2 The introduction of a single national Register also provides an opportunity to introduce improvements to address issues and gaps identified in each Program.

2.6.3 The Register will have the additional capability to:

(a) introduce a single national Register record for the woman to assist in Data matching (supporting the principle of one (1) woman, one (1) record);

(b) collect Aboriginal and Torres Strait Islander and Culturally and Linguistically Diverse status as self-reported to the Register, Medicare Data and/or Healthcare Professional;

(c) exclude women from the invitation process based on medical or other reasons;

(d) enable women to provide their details and Opt off via Self-service;

(e) notify Healthcare Professionals early in the process to assist in encouraging participation;

(f) enable Healthcare Professionals to interact with the Register;

(g) collect referral provider information to improve appropriateness of reminder contact for the management of women with screen detected abnormalities;

(h) consistently collect diagnosis, treatment and outcomes Data to support a new clinical pathway;

(i) provide authorised End Users with access to National Cervical Screening Program Data and reports;

(j) provide quality reports to Healthcare Professionals; and

(k) undertake monitoring, evaluation and analysis.

3. National Bowel Cancer Screening Program

3.1 Background

3.1.1 In 2006 the National Bowel Cancer Screening Program was implemented by the Australian Government in partnership with the State and Territory governments to address the rise in incidence and mortality from Bowel Cancer.

3.1.2 The National Bowel Cancer Screening Program is an Australian Government initiative administered by Health which aims to help detect Bowel Cancer early and reduce the number of Australians who die each year from the disease.

3.1.3 The National Bowel Cancer Screening Program is supported by the National Bowel Cancer Screening Program register which is currently administered by the Department of Human Services (**DHS**) under a formal arrangement with Health. The National Bowel Cancer Screening Program register holds Personal Information about persons who are invited to take part in the National Bowel Cancer Screening Program with information from Medicare or the Department of Veterans' Affairs enrolment records being used to invite Eligible Australians and to populate the National Bowel Cancer Screening Program register.

3.1.4 The National Bowel Cancer Screening Program has the following objectives:

(a) to achieve participation levels that maximise the population benefit of early detection of Bowel Cancer in the target population;

(b) to enable equitable access to the National Bowel Cancer Screening Program for men and women in the target population, irrespective of their geographic,

socioeconomic, disability or cultural background, to achieve patterns of participation that mirror the general population;

(c) to facilitate the provision of timely, appropriate, high quality and safe diagnostic assessment services for National Bowel Cancer Screening Program Participants;

(d) to maximise the benefits and minimise harm to individuals participating in the National Bowel Cancer Screening Program;

(e) to ensure the National Bowel Cancer Screening Program is cost effective and maintains high standards of Bowel Cancer Screening Program management and accountability; and

(f) to collect and analyse Data to monitor Participant outcomes and evaluate National Bowel Cancer Screening Program effectiveness.

3.2 Business Challenge

3.2.1 The National Health and Medical Research Council (**NHMRC**) Clinical Practice Guidelines for the Prevention, Early Detection and Management of Colorectal Cancer (2005) provide the clinical basis for the operation of the National Bowel Cancer Screening Program and recommend organised screening by FOBT performed at least once every two (2) years for the Australian population, commencing at age 50.

3.2.2 In 2014, the Australian Government committed to accelerate the implementation of a biennial Bowel Cancer screening interval for all Australians aged 50 to 74 years of age between 2015 and 2020.

3.2.3 The National Bowel Cancer Screening Program is currently supported by a single register that is manually intensive to operate and relies largely on paper-based reporting from forms filled in by hand by Healthcare Professionals.

3.3 Scope of Changes Required

3.3.1 The National Bowel Cancer Screening Program currently invites Eligible Australians aged 50, 55, 60, 65, 70 and 74 to undertake Bowel screening using a FOBT in the privacy of their home.

3.3.2 A transition to biennial screening is currently underway until full implementation by 2019-2020.

3.4 Impact of Change

(a) From 2016-17, 64 and 72 year olds will be added.

(b) From 2017-18, 54, 58 and 68 year olds will be added and 65 year olds removed.

(c) From 2018-19, 62 and 66 year olds will be added and 55 year olds removed.

(d) From 2019-20, 52 and 56 year olds will be added.

3.5 National Bowel Cancer Screening Program register

3.5.1 The National Bowel Cancer Screening Program is supported by a single register currently operated by DHS under a formal arrangement with Health.

3.5.2 The National Bowel Cancer Screening Program register holds Personal Information about persons who are invited to take part in the National Bowel Cancer Screening Program with information from Medicare and/or the Department of Veterans' Affairs.

3.6 Opportunities for change

3.6.1 The introduction of a renewed Pathway for the National Cervical Screening Program and the roll out of a biennial screening interval under the National Bowel Cancer Screening Program provides the opportunity to introduce a single National Cancer Screening Register that will support both these Programs.

3.6.2 The introduction of a single national Register also provides an opportunity to address issues and gaps identified in the current National Bowel Cancer Screening Program register to support the National Bowel Cancer Screening Program. The Register will have the additional capability to:

(a) exclude persons from the invitation process based on known relevant medical reasons (e.g. a recent Colonoscopy identified through the MBS);

(b) provide support for alternative Screening Pathways including for Aboriginal and Torres Strait Islander persons;

(c) provide Participants with the ability to view their screening history and provide their details and consent via Self-service (including the ability to Opt off or Defer);

(d) notify Healthcare Professionals of screening invitations to assist in promoting participation and have the ability to access information about their clients' screening history and invitations to screen;

(e) provide Healthcare Professionals with the ability to interact with the Register during a consultation with a client to bring forward or Defer their client's invitation to screen (with client consent);

(f) allow Healthcare Professionals and other authorised Healthcare Professionals (Colonoscopists and Histopathologists) to interact electronically with the Register, including electronic reporting, and seamlessly provide Data to the Register without the need for paper forms;

(g) improve identification of Participants in the National Bowel Cancer Screening Program as they progress along the Screening Pathway, supporting complete Data capture;

(h) provide authorised End Users access to National Bowel Cancer Screening Program Data and reports;

(i) provide reporting as set out in this Services Agreement; and

(j) undertake monitoring, evaluation and analysis as set out in this Services Agreement.

4. NCSR Project Approach

4.1 Scope of the National Cancer Screening Project

4.1.1 The scope of the National Cancer Screening Register (NCSR) Project is to deliver the Outcomes initially for:

(a) the National Bowel Cancer Screening Program (including the introduction of biennial Bowel Cancer screening); and

(b) the National Cervical Screening Program (including the implementation of the cervical screening renewal program),

with the potential for inclusion of future cancer screening programs as considered from time to time by Health and in accordance with this Services Agreement (including agreement on additional requirements and Charges).

4.1.2 At a high level, the NCSR Project will secure the Services of a single Service Provider to provide:

(a) the Register, Register ICT Services and Operator Services for all in-scope National Cancer Screening Programs; and

(b) not used.

(c) not used.

(d) capability and capacity to support other screening initiatives as required by Health from time to time.

4.1.3 Key features of the Services include:

(a) Services provided by the Service Provider on a "fully managed basis", providing flexibility to the Service Provider to determine the manner in which it will deliver the Outcomes having regard to the Statement of Requirement;

(b) consumption based pricing, ensuring Health only pays for what it consumes rather than on a provisioned basis (subject to any exceptions where an alternative pricing mechanism exists in this Services Agreement or that the Parties agree is a more efficient means to achieve and is better suited to Health's requirements);

(c) Services, Service Levels and Service Standards as set out in this Services Agreement that are focused on meeting business needs, providing ongoing assurance to Health that its business priorities can be achieved; and

(d) Services improvement over time in accordance with this Services Agreement, providing Health ongoing access to innovation, reduced cost and increased efficiency.

4.1.4 The Service Provider must work jointly and cooperatively with Health, States and Territories and Other Service Providers while delivering the Services, and is responsible at all times for achieving the Outcomes.

4.1.5 Outcomes are specified so as to be both manageable and measureable, and are supported by financial and behavioural incentives to the Service Provider. The performance measurement and payment regimes are integral components to the Service Level and Service Standard Framework under this Services Agreement (refer to **Schedule 5 - Service Level and Service Standard Framework**).

4.1.6 This Services Agreement describes the Services in business terms and, to the extent possible, does not provide instructions on how the Services are to be delivered in operational or technical terms. However, this approach is not intended to limit the Service Provider's obligations under this Services Agreement. The overriding principle is that the Service Provider must do and provide all things required so as to deliver the Services to achieve the Outcomes. The Service Provider must meet the Outcomes and must meet or exceed the Service Levels and Service Standards in a manner that is consistent with those tasks and obligations.

4.1.7 Due to the nature of this Services Agreement, there is an element of qualitative assessment which is considered an essential element of successful achievement of the Outcomes, including achievement of End User and key Stakeholder satisfaction.

4.1.8 Health wishes to achieve a balance in this Services Agreement that reflects the Outcomes Health is seeking to achieve in return for the flexibility offered to the Service Provider, and with

a full understanding of risks identified by the Service Provider and the effect of those risks on pricing.

4.2 Project Delivery Phases

4.2.1 The Master Project Management Plan will be defined and agreed with the Service Provider during Services Agreement negotiations and development of the Implementation and Transition Plan.

4.2.2 Delivery phases are divided into stages reflecting the type of activity such as planning, Design, build, test, Implementation, Transition and ongoing Services.

4.2.3 In addition, Project Management stages and end-stage gate reviews will be utilised throughout each delivery phase as control points to assess overall progress.

4.2.4 A summary of the objectives of each proposed phase are set out below:

PHASE 1		
Phase	**Phase Name**	**Objectives**
Phase 1A: Design	Planning and preparation Solution Design	Detailed Implementation Planning Process
		A Solution Architecture setting out how the design, configuration and implementation of the Register will meet the required Outcomes
Phase 1B: Build	Build and test the Register	Implement all the business process requirements for the Register based on the Solution Design
Phase 1C: Testing	Final preparation and Acceptance Testing	Complete final preparation, assurance and training activities
Phase 1D: Production Readiness	Go Live and warranty period	The purpose of this phase is to move from a project-oriented, pre-Production environment to live Production operation

PHASE 2		
Phase	**Phase Name**	**Objectives**
Phase 2A: Planning	Planning and preparation	Detailed Transition planning for the Transition of the existing NBCSP and NCSP operations to the Service Provider
Phase 2B: Transition	NBCSP and NCSP Transition	The transition of the NBCSP and NCSP operations to the Service Provider (as performed by Incumbent Service Providers) to meet the required timeframes, Key Requirements and

		dates and Outcomes

PHASE 3		
Phase	**Phase Name**	**Objectives**
Phase 3A: Planning Services	Planning and preparation	Detailed Ongoing Services planning for the existing NBCSP and NCSP operations to the Service Provider
Phase 3B: Ongoing Register ICT Services	Register ICT Services	The operational and support services required to deliver the Ongoing services for the Register, in order to meet specific Outcomes on a fully managed Services basis
Phase 3C: Operator Services	Operator Services	The operational and support services required to deliver the current Commonwealth, State and Territory based cancer screening programs, in order to meet specific Outcomes on a fully managed Services basis

Table 1 – Project Delivery Phases

5. Outcomes

5.1.1 Health has identified five (5) outcomes that encapsulate what is important to Health and the way it supports the achievement of Health Portfolio outcomes (the **Outcomes**). The Outcomes reflect the importance of the Register, the Register ICT Services and the Operator Services in the delivery of the Health's cancer screening services.

5.1.2 Table 2 describes key features and characteristics which underpin the Outcomes. Aligned to these Outcomes, are specific Service Levels as described in **Schedule 5 – Service Level and Service Standard Framework**, which may include these characteristics.

Outcome	Operator Services	Register and Register ICT Services
Outcome 1 Services are accessible, reliable and Available This Outcome addresses the day-to-day delivery of NCSR Services.	• All Eligible Australians receive invitations, reminders, including follow up reminders in accordance with Program guidelines to support all Participants with a positive test result and their Healthcare Practitioner, to receive follow up reminders to support movement through the Screening Pathway to the point of definitive diagnosis. In addition all ineligible Australians in accordance with Program guidelines will be identified and not invited or Contacted. • The Services are delivered to End Users in accordance with the individual screening programs' policies and relevant clinical guidelines. • The Services are available at the times End Users wish to access them. • Services are easy to initiate, navigate and are seamless to End Users. • Services are responsive to End User requests.	• All screening histories are provided to Pathology Laboratories within the required time frames to inform clinical decision making. • Services are Available, usable and clinically relevant. • Services are seamless to End Users. • Services focus on prevention of Service issues, early intervention and performance. • Services are addressed in a timely and appropriate way, consistent with agreed processes and with focus on minimising business disruption. • There are minimal unplanned outages. • The Services comply with relevant Australian Government policies (for example, ISM and PSPF), in the context of the Health Portfolio. • Security issues and emerging security threats are proactively detected and prevented.

	• Services focus on prevention of Service issues, early intervention and performance to agreed standards. • Services are addressed in a timely and appropriate way, consistent with agreed processes and with focus on minimising business disruption.		
Outcome 2 End Users are satisfied with Services This Outcome addresses the satisfaction of End Users with the Services.	• Services are delivered in a consistent manner using agreed evidence-based processes. • End Users have access to contemporary and easy to use interfaces that provide Self-service capabilities that meet Stakeholder expectations and minimise manual Operator Services intervention. • Thorough understanding of National Cancer Screening Program and of population based cancer screening programs, to identify and deliver Services that support Health's strategic outcomes and meet End User expectations. • Services are responsive to End User requests and client choices are respected. • A single client record providing a single view of the client across all National Cancer Screening Programs. • Increased End User access and use of the National Cancer Screening Program. • Services are delivered to ensure accurate and timely identification, invitation and follow up of cancer screening candidates. • Services enable timely and improved clinical decision making by allowing access	• Multiple registry entry points that are context specific by End User type. • A single client record providing a single view of the client across all National Cancer Screening Programs. • Enables timely clinical decision making by access to real time clinical history for Eligible Australians participating in a National Cancer Screening Program. • End Users have access to contemporary and easy to use electronic interfaces that provide effective Self-service capabilities. • Thorough understanding of National Cancer Screening Programs and of population based screening programs to identify and deliver Services and solutions that support the achievement of business outcomes and End User satisfaction. • End Users receive the right response the first time, even for requests that are not the norm. • Services are delivered without unnecessary complications or processes.	

		to real time clinical history for Eligible Australians participating in a Screening Program. • Services are delivered without unnecessary complications or processes and in a way that removes/reduces the need for manual intervention.	
Outcome 3 Quality Data This Outcome addresses the Data management of the Register and historical Data including but not limited to collection, storage, Availability, analysis, reporting, security and confidentiality	•	• Access to real time Data (including historical Data) to facilitate improved clinical, policy and Participant decision making. • Quality Data analysis and reporting enabling specified populations to be targeted. • Collection and storage of all historical Data to facilitate improved clinical, policy and Participant decision making through Data trend analysis. • Evaluation activities that will support the national HPV vaccination program or other identified programs. • Presents Data analysis in an annual statistical report that includes trend analysis and Data to support service planning, monitoring and evaluation at a national, State/Territory and community level. Data analysis and reporting on research requests granted providing accessibility and enablement of research. • Assess to timely, accurate and reliable Data for analysis, linkage and reporting on Screening Programs. • Timely, accurate and reliable access to	• The Data for every Screening Round through to definitive diagnosis is complete and accurate in line with the Data dictionary, Program policy, standards, and relevant legislation. • Evaluation activities that will support the national HPV vaccination program or other identified programs. • Access to timely, accurate and reliable Data for analysis, linkage and reporting on Screening Programs. • Providing access to real time Data (including historical Data) to facilitate improved clinical, policy and Participant decision making. • A solution based on a logical and 'fit for purpose' Data model that reduces complexity and allows for future enhancement and extensibility. • One client, one record based on an individual's Healthcare Identifier including all demographic information in line with the Data dictionary, Program policy, standards, and relevant legislation. • Timely, accurate and reliable analysis and reporting on National Cancer Screening Programs. • Data Quality through the use of Electronic Data Capture and transfer of information and the reduction of double handling through paper processing. • Register Data, including Personal Information, is treated in confidence, kept secure and is managed, controlled and

		business intelligence capability by authorised Stakeholders. • Consistent application of one client, one record to ensure no duplication. • Data Quality through the use of Electronic Data Capture and transfer of information and the reduction of double handling through paper processing. • Register Data, including Personal Information, is treated in confidence, kept secure and is managed, controlled and protected at all times. • Collect all Data needed to inform participation in screening and follow up according to legislative requirements. • Data Quality measures to support seamless Data capture from external sources and capability for linkage to extant Data sources.	protected at all times.
Outcome 4 There is demonstrated improvement in the value of the Services This Outcome addresses progressive improvement, optimisation and innovation of the Services	• Annual quality assurance and in place quality management system (in accordance with ISO 9000 and 9001) ensuring Data and operational quality, including currency against requirements of the Law. • Continuous Improvement of value through ongoing reduction in costs associated with the delivery of the Services. • Continuous Improvement of value through ongoing analysis, review and monitoring of the Services to increase participation rates of the Screening Program and improve National Cancer Screening Program outcomes.	• The percentage of records captured electronically through B2B increases year on year. The records must not regress from current levels for the Cervical Program and must show a significant improvement for Bowel Program, increasing year on year. • Continuous Improvement of value through ongoing reduction in the cost of the Services. • Continuous Improvement of value through initiatives that increase Stakeholder productivity or efficiency, for example through increased automation and workflow of Self-service, use of contemporary technologies and innovation, particularly through leveraging of population health IT capabilities. • Contractual arrangements that are easy to administer without	

	• Continuous Improvement of value through initiatives that increase Health's productivity or efficiency, for example through increased automation and workflow of Self-service, use of contemporary technologies and innovation. • Contractual arrangements that are easy to administer without material management overhead.		material management overhead. • Evidence that Services and IT spend are optimised through transparent reporting on finances, Services delivered, and population health outcomes and characteristics.
Outcome 5 The relationship is strategic and based on trust This Outcome addresses the way the Service Provider acts and engages with Health, key Stakeholders and Other Service Providers	• Act and engage as one of Health's trusted strategic advisors. • Work in partnership with Health, key Stakeholders and Other Service Providers and develop and engender a sense of trust and confidence in the Services. • Support and align Services to optimise End Users' satisfaction. • Anticipate and/or respond promptly to support internally and externally driven changes affecting the Register and/or National Cancer Screening Program policies. • Innovative approaches to meet Health's and Stakeholder's current and emerging business needs. • Strategic reporting capability to enable Health to achieve its strategic objectives.	• Work in partnership with Health, key Stakeholders and Other Service Providers and develop and engender a sense of trust and confidence in the Services. • Support and align operations and Services to optimise Stakeholders' satisfaction • Responsive and timely delivery in support of internally and externally driven changes affecting the Register and National Cancer Screening Programs. • Demonstrated provision of innovative solutions to meet National Cancer Screening Program, Stakeholder and Health's current and emerging business needs • Enable Health to communicate and better align with key Stakeholders through strategic reporting	

Table 2 – Outcomes and Characteristics

5.2 Performance-based Outcomes

5.2.1 Health will, on a Monthly basis, assess whether the Service Provider has delivered the Services to an acceptable standard based on achievement of the Outcomes.

5.2.2 This assessment will include the Service Provider's performance against defined Service Levels in **Schedule 5 - Service Level and Service Standard Framework** that:

(a) are aligned to each of the Outcomes, noting that some Service Levels may inform more than one Outcome;

(b) are business, End User or output based wherever possible; and

(c) include a combination of quantitative and qualitative measures.

5.2.3 Further details of how Outcomes will be measured, the Service Levels, the Service Standards and related framework are provided in **Schedule 5 – Service Level and Service Standard Framework**.

5.3 Performance-based Payment

5.3.1 Payment for Outcomes will be on the following basis:

(a) Payment is based on achievement of the Outcomes, and comprises the following components:

(i) total Charges for base Services; and

(ii) total Charges for any Projects and Additional Services outside the base Services charging model.

(b) payment is subject to an At Risk Amount (a percentage of Total Base Charges linked to achievement of the Outcomes); and

(c) an additional bonus (to be based on a percentage of the Total Base Charges may also be paid based on achievement of defined criteria as set out in **Schedule 5 – Service Level and Service Standard Framework**.

5.3.2 Further details of the Charges (including payment and pricing framework) are provided in **Schedule 4 – Pricing Framework** and any eligible adjustment of the Charges (based on the At Risk Amount and additional bonus) are provided in **Schedule 5 - Service Level and Service Standard Framework**.

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 2

STATEMENT OF REQUIREMENT

Table of Contents

1. Introduction

1.1 Structure of this Schedule

1.1.1 This **Schedule 2 – Statement of Requirement** comprises of the following documents:

(a) **Attachment A – Operator Service Requirements** – which sets out the operational and support Service (Operator Service) requirements that must be provided by the Service Provider in order to achieve the Outcomes specified in **Schedule 1 – Overview and Outcomes**;

(b) **Attachment B – Register ICT Service Requirements** – which sets out the ICT requirements that must be provided by the Service Provider to Design and implement the Register and provide Services on an ongoing basis (Register ICT Services) to support the Register in order to achieve the Outcomes specified in **Schedule 1 – Overview and Outcomes**;

(c) **Attachment C – Functional Requirements** – which sets out the Functional Requirements for the Register in order to deliver the Outcomes specified in **Schedule 1 – Overview and Outcomes**;

(d) **Attachment D – Non-Functional Requirements** – which sets out the Non-Functional Requirements that must be provided by the Service Provider in order to deliver the Outcomes specified in **Schedule 1 – Overview and Outcomes**;

(e) **Attachment E – High Level Design** – the purpose of this High Level Design (**HLD**) document is to provide the high level design principles and high level capabilities for the Register and to add the necessary detail to the current National Cancer Screening Register requirements to represent a suitable model for operation of the Register in order to achieve the Outcomes specified in **Schedule 1 – Overview and Outcomes**; and

(f) **Attachment F – Draft Solution Architecture** – the purpose of this document is to inform the final Solution Architecture in order to achieve the Outcomes specified in **Schedule 1 – Overview and Outcomes**.

2. Key Requirements

2.1.1 Without limiting the Service Provider's obligation to meet the Outcomes, Health has some overarching requirements that apply to the delivery of the Services (the **Key Requirements**). The Key Requirements relate to legislative, policy and technical requirements or other aspects applicable to the Services. The Service Provider must Design, implement and provide the Services with full consideration of the Key Requirements consistent with its obligations under this Services Agreement.

2.1.2 For clarity, the existence of any Key Requirement does not relieve the Service Provider of its obligation to meet the Outcomes.

2.1.3 Table 1 provides a listing of the Key Requirements. It is expected that the Key Requirements will change over the Term of this Services Agreement as Health's overall requirements change and as government policy, standards and requirements change.

2.1.4 The Service Provider must keep itself informed of all changes and ensure that the Services continue to meet the Outcomes while complying with any changed requirements in accordance with this Services Agreement.

Category	Key Requirement
General	a) The Service Provider's Solution must not limit or degrade

Category	Key Requirement
	the functionality that is provided to End Users at the Commencement Date of this Services Agreement.
Go Live	a) The Service Provider must have completed the Implementation and Transition activities, and commenced the delivery of the ongoing Services on or before 01 May 2017.
Health and Other Policies	In addition to the Laws and policies set out in this Services Agreement, the Service Provider must provide the Services to ensure: a) compliance with the Australian Government Protective Security Policy Framework (PSPF), Information Security Manual (ISM), Australian Signals Directorate (ASD) Top 35 Strategies, Australian Security Intelligence Organisation (ASIO) T4 Protective Security standards and associated Health and Australian Government security policies, standards and requirements; b) Health Data must be hosted/stored entirely within Australia; c) compliance with the *Privacy Act 1988* (Cth); d) compliance with the Data management policies of the Health Data Governance Council; e) to the extent relevant to the Services to be provided under this Services Agreement, in relation to the National Cervical Screening Program and National Bowel Cancer Screening Program, compliance with the: i. not used; ii. not used; iii. not used; iv. National Safety and Quality Health Service Standards (Australian Commission of Safety and Quality in Healthcare) as reflected in the agreed evidence-based processes and standards; v. Australian Institute of Health and Welfare National Best Practice Guidelines for Collecting Indigenous Status in Health Datasets (2010) as reflected in the agreed evidence-based processes and standards; vi. Standards and guidelines incorporated in the Therapeutic Goods Administration document: Australian regulatory guidelines for medical devices as reflected in the agreed evidence-based processes and standards; and vii. World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines version 2.0. f) in relation to the National Cervical Screening Program, compliance with: i. the National Cervical Screening Policy; and g) to the extent relevant to the Services to be provided under this Services Agreement, in relation to the National Bowel Cancer Screening Program, subject to the Program Policies compliance with the:

Category	Key Requirement
	i. Australian Cancer Network Colorectal Cancer Guidelines Revision Committee; ii. Guidelines for the Prevention, Early Detection and Management of Colorectal Cancer (approved by the National Health and Medical Research Council on 8 Dec 2005); iii. National Bowel Screening Program PFUF Guidelines (2012); iv. National Health and Medical Research Council Clinical Practice Guidelines for Surveillance Colonoscopy – in adenoma follow-up; following curative resection of Colorectal cancer; and for cancer surveillance in inflammatory bowel disease (2012); and h) compliance with Program Policy.

Table 1 – Key Requirements

3. Additional Services

3.1.1 At any time, Health may request the Service Provider to provide Additional Services. Any other or new Program(s) will be added to the Register as a Project under clause 27 of this Services Agreement.

4. My Health Record

4.1.1 The Register will publish details of Program participation status (not Tests) to an Eligible Australian's My Health Record, where available, through an agreed interface that addresses the Eligible Australian's consent, subject to any relevant Statutes. This will be agreed by the Parties during Detailed Design.

Australian Government

Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 2

ATTACHMENT A

OPERATOR SERVICE REQUIREMENTS

Table of Contents

Part 1: General

1. Overview

1.1 Introduction

1.1.1 This **Schedule 2 – Attachment A – Operator Service Requirements** sets out the operational and support service (Operator Service) requirements that must be provided by the Service Provider in order to achieve the Outcomes specified in **Schedule 1 – Overview and Outcomes**.

1.1.2 The Service Provider must provide the Operator Services on an end-to-end basis to support the End Users.

1.1.3 The Service Provider must provide operational support to the Register supporting the National Cancer Screening Programs.

1.1.4 The Service Provider must provide the Operator Services to achieve the Outcomes and in accordance with **Schedule 5 – Service Level and Service Standard Framework**.

1.1.5 The Service Provider must provide the Operator Services to achieve the Outcomes and in accordance with **Schedule 3 – Management and Governance**.

1.1.6 The Service Provider must provide the Operator Services in accordance with Program Policy.

1.2 Managed Services Approach

1.2.1 This **Schedule 2 – Attachment A – Operator Service Requirements** describes what Operator Services must be delivered by the Service Provider, but not how the Service Provider must deliver them.

1.2.2 The Service Provider must deliver the Operator Services on a fully managed basis to achieve the Outcomes.

1.3 Operator Business Processes

1.3.1 The Service Provider must establish and maintain the necessary Register operational processes that will support all the functions of the Register, as described in **Schedule 2 – Attachment C – Functional Requirements**, and as appropriate, **Schedule 2 – Attachment D – Non-Functional Requirements**.

1.3.2 Subject to clauses 9.1 and 24 of this Services Agreement:

(a) appropriate Operator Service operational processes, policies and procedures must be developed by the Service Provider in consultation with Health and its Key Stakeholders and Approved by Health and be incorporated into the Policies and Procedures Manual;

(b) the Policies and Procedures Manual must be provided to Health, for consideration and Acceptance, prior to its use by the Service Provider in providing the Operator Services; and

(c) the Service Provider must keep the Policies and Procedures Manual up to date.

1.4 Retained Services

1.4.1 Health is responsible for the following matters in relation to the delivery of the Operator Services by the Service Provider:

(a) in accordance with relevant governance arrangements developing and Approving all National Cancer Screening Program correspondence material used in the National Cancer Screening Programs;

(b) the maintenance of the governance model;

(c) interpreting policy in relation to the National Cancer Screening Programs;

(d) in accordance with relevant governance arrangements, establish all policy in relation to the National Cancer Screening Programs and how they relate to the Operator Services;

(e) providing policy guidance and business requirements to the Service Provider in relation to the Services;

(f) consulting with the Service Provider as early as practical on proposed changes to policy, forms and correspondence;

(g) providing input into the Service Provider's training and procedure Documents for use by Service Provider Personnel supporting the Call Centre Services, including responses to frequently asked questions;

(h) providing telephone contact details for referral by the Service Provider of more complex enquiries regarding National Cancer Screening Programs; and

(i) authorising the release of statistical information about the National Cancer Screening Programs, other than releases specifically required as part of the Services.

1.5 Terms Used

1.5.1 Capitalised terms have the meaning given to them in **Schedule 8 – Glossary**. A number of additional capitalised terms which are not provided in **Schedule 8 – Glossary** and which relate to specific functionality, processes or transactions within the Register, have the meaning provided in this **Schedule 2 – Attachment A – Operator Service Requirements** or are names for functionality, processes or transactions within the Register.

2. Service Coverage

2.1 Business Coverage and Locations

2.1.1 The Service Provider must make the Operator Services available to all locations in which the National Cancer Screening Programs operate and to Health.

2.2 Availability and Support Hours

2.2.1 The Service Provider must ensure all Operator Services are available during Business Hours on Business Days in each State or Territory in which the Services are being provided, except during agreed downtime and maintenance windows.

Part 2: Services Requirements

3. General

3.1.1 The Service Provider must deliver fully managed Operator Services. This means that the Service Provider is responsible for delivering all aspects of the Operator Services including, but not limited to:

(a) the Transition of the National Bowel Cancer Screening Program register, the National Cervical Screening Program registers and the Operator Services to the Service Provider; and

(b) the end-to-end delivery, management and coordination of the Operator Services ensuring that the Operator Services are functioning in accordance with the Functional Requirements, Non-Functional Requirements and Standard Operating Procedures (**SOPs**), and other requirements in this Services Agreement.

3.1.2 For each Operator Service, a dedicated section of this **Schedule 2 – Attachment A – Operator Service Requirements** describes the requirements in the following manner:

(a) Scope – this describes the context and background relevant to the Service; and

(b) General Requirements – this describes the nature of the Service that must be provided by the Service Provider in order to meet the Outcomes.

3.1.3 The Service Provider must establish a Feedback and Complaints Management Plan that includes (but is not limited to) the following requirements:

(a) Commitment – the Service Provider must be committed to efficiently and fairly resolve all complaints from End Users;

(b) Resources – the Service Provider must allocate sufficient resources for feedback and complaints handling;

(c) Visibility and Access – the Service Provider must provide a public facing statement that provides an overview of the Register Operator's policies and procedures on complaints handing;

(d) Responsiveness – the Service Provider must provide an overview of how it will deal with feedback and complaints in a timely and courteous manner;

(e) Data Collection – the Service Provider must have a register for all feedback and complaints and a record of individual outcomes (**Feedback and Complaints Register**);

(f) Systemic and Recurring Problems – the Service Provider must undertake regular analysis of its Feedback and Complaints Register to enable systemic and recurring Problems to be identified and rectified; and

(g) Review – the Service Provider must provide to Health an annual review of its Feedback and Complaints Management Plan and a quarterly analysis of its Feedback and Complaints Register. The Service Provider must immediately escalate to Health all significant and consequential feedback and/or complaints from End Users.

4. Implementation and Transition Planning Services

4.1 Scope

4.1.1 The Implementation and Transition Planning Services includes all things necessary for the Service Provider to plan for and manage the Transition of the existing operational and support services (as performed by Incumbent Service Providers) to the Operator Services as provided by the Service Provider.

4.1.2 The Service Provider must work closely with Health and Other Service Providers to finalise its approach to the Operator Services and service delivery.

4.2 General Requirements

4.2.1 The requirements for the Implementation and Transition of the Operator Services is set out in **Schedule 6 – Implementation and Transition Requirements**.

5. Call Centre Services

5.1 Scope

5.1.1 The scope of Services includes:

(a) maintaining and administering a Call Centre Service for all Register End User requests, feedback, queries, complaints and Incidents relating to the National Cancer Screening Programs;

(b) providing, supporting and maintaining Call Centre capabilities to receive, make, record and manage calls and call workload; and

(c) escalating ICT related issues to the Service Desk where the issues raised require IT assistance to resolve, in accordance with **Schedule 2 – Attachment B – Register ICT Service Requirements**.

5.2 General Requirements

5.2.1 The Call Centre must have the following minimum characteristics:

(a) Service Provider Personnel to provide assistance to End Users, where the Service Provider Personnel have detailed working knowledge of the National Cancer Screening Programs, Pathways and how End Users interact with them and to enable them to resolve a high proportion of calls without the need for referral or escalation;

(b) be focused on resolving all End User interaction on first Contact;

(c) Service Provider Personnel that are End User focused and have the soft skills to engage and relate to End Users, including empathy and understanding;

(d) be responsive to End User requests and issues in a timely manner;

(e) be proactive in communicating, and resolving issues and escalations;

(f) undertake the management of all Incidents, queries and requests from initiation to closure; and

(g) be focused on continual improvement to deliver an improving service to End Users.

5.2.2 All information provided through the Call Centre Service must comply with the privacy protocol described in section 5.3.4 of this **Schedule 2 – Attachment A – Operator Service Requirements** and the Health Security Policy.

5.2.3 The Service Provider must operate the Call Centre Service to provide information during the Support Hours to End Users regarding the Register and the National Cancer Screening Programs and activities.

5.2.4 The Service Provider must have in place appropriate and agreed business continuity and Disaster Recovery systems and processes to ensure the Availability of the Call Centre Service.

5.2.5 The Call Centre Service must be delivered so as to minimise complaints and to ensure that any complaints received are properly managed and resolved in an agreed timeframe.

5.3 Calls

5.3.1 The Service Provider must maintain and administer a toll free '1800' call centre line for End User enquiries relating to the National Cancer Screening Programs including:

(a) Opt off/Opt on;

(b) suspension;

(c) eligibility;

(d) general queries;

(e) feedback and complaints; and

(f) Pathway status updates.

5.3.2 The Service Provider must provide and maintain a SMS service to send and receive National Cancer Screening Program communications to End Users.

5.3.3 The Service Provider must transfer non-English speaking persons to the interpreting and translation line service: 131 450 and persons with impaired hearing to TTY: 1800 810 586.

5.3.4 While providing the Call Centre Service, the Service Provider must not give out details about End User records over the phone except in accordance with the release rules developed by the Service Provider in conjunction with Health and as specified in the Policies and Procedures Manual. These requirements must be incorporated into a privacy protocol. The privacy protocol must also contain protocols for how requests for changes to End User details (for example, address, and name) will be managed.

5.3.5 All Service Provider Personnel speaking to callers must have appropriate training.

5.3.6 There must be no cost to the End Users except where unavoidable because the caller calls the Call Centre Service using a mobile or pay telephone.

5.3.7 The Call Centre Service must also be accessible in all rural and remote areas.

5.3.8 The Call Centre Service must appropriately accommodate people with disabilities, Aboriginal and Torres Strait Islander peoples and callers from non-English speaking backgrounds in a culturally sensitive manner.

5.3.9 The Call Centre Service must not provide medical advice to End Users but may provide generic answers about the National Cancer Screening Programs and the Register. The generic answers must be included in the Policies and Procedures Manual.

5.4 Forms

5.4.1 The Service Provider must:

(a) maintain and administer a toll free '1800' facsimile service for submission of manual National Cancer Screening Program forms by End Users;

(b) maintain a dedicated email address to receive National Cancer Screening Program forms from End Users as identified in the Policies and Procedures Manual;

(c) liaise with End Users regarding incomplete forms received via post, facsimile and email to a dedicated email address;

(d) assess and investigate National Cancer Screening Program results rejected by the automated process and record those results by manual Data entry where appropriate; and

(e) process paper forms in the most efficient manner (e.g. utilising automated scanning and OCR processes or human resources), where received from End Users via post, facsimile and email to a dedicated email address.

6. Manual Processing Services

6.1 Scope

6.1.1 The scope of Services includes, but is not limited to all manual processing of any Services and End User interactions for the Register.

6.2 General Requirements

6.2.1 The major considerations include:

(a) manual processing of Call Centre calls, paper/forms and email interactions for any End User Data collections;

(b) the development of standards and procedures to support all manual Data management and processing for the Register;

(c) exception management for all Data exchange, including Data matching failures and manual correction; and

(d) the development of standards and procedures to support Data management and processing for the Register.

7. Training

7.1 Scope

7.1.1 The general success of the Register is contingent upon the delivery of an effective training and support program for End Users and Service Provider Personnel to use the Register. Failure to properly train End Users and Service Provider Personnel may result in poor system adoption, End User dissatisfaction, increased clinical risk and non-delivery of benefits.

7.1.2 Subject to clauses 8.5 and 19 of this Services Agreement, the Service Provider must develop, maintain and manage a detailed Education and Training Plan for the End Users, Other Service Providers and Service Provider Personnel to enable them to effectively use the Register and the National Cancer Screening Programs business process that they support.

7.1.3 The Service Provider's approach to training must cater for all End Users and Register Service Provider Personnel and include a framework for continuous training. The use of multiple training delivery methodologies is seen as essential to meeting the needs of the diverse workforce.

7.2 General Requirements

7.2.1 The Service Provider must at a minimum:

(a) provide options for training End Users and Service Provider Personnel;

(b) propose the approach (models) to End User training, including tiered delivery, super-user or train-the-trainer options, web based training, key End User training;

(c) define key timeframes by which training must be completed;

(d) define expected duration of individual training modules or courses;

(e) define the minimum as well as optimum number of training candidates;

(f) define the course material;

(g) define what training facilities are required by the Service Provider;

(h) outline the Education and Training Plan; and

(i) define role based training (i.e. Healthcare Professionals vs. Specialist vs. Register Operator etc.).

8. Web Content Management Services

8.1 Scope

8.1.1 The scope of Services includes web content Services for the Register.

8.2 General Requirements

8.2.1 The Services include:

(a) website content management;

(b) web analytics;

(c) press release management;

(d) Program details and updates; and

(e) web publishing Services.

9. Mailhouse Management Services

9.1 Scope

9.1.1 The Service Provider must carry out personalisation and all mailing services for the Register.

9.2 General Requirements

9.2.1 Mail out Services:

(a) The Service Provider must provide mail out Services, including:

(i) receipt of electronic weekly mail files;

(ii) receipt of ad hoc requests for low volume or individual mail outs;

(iii) mail merge and printing of letters;

(iv) mail merge and printing of forms;

(v) production of mail packs including insert of stock items (e.g. Screening Kits) and packaging into required envelopes ready for distribution;

(vi) lodgement of mail packs with Australia Post;

(vii) having the flexibility to manage changing volumes of National Cancer Screening Program correspondence in the weekly mail files;

(viii) fully processing and lodging mail packs with Australia Post within five (5) Business Days after the receipt of the applicable mail file (for example, mail files received on the Monday are to be fully processed and lodged with Australia Post by close of business on Friday);

(ix) having processes in place to ensure Personal Information (e.g. name, address, date or birth) is not sent to the wrong person. If this occurs, this will be considered a breach of privacy and an Incident report must be prepared by the Service Provider explaining how the Incident occurred and what remedies the Service Provider has, and will put in place to ensure it does not occur again; and

(x) being able to extract mail packs and securely destroy Personal Information contained in the extracted mail packs, if requested by an authorised End User. This may occur at any time after receiving the mail files, but prior to lodgement with Australia Post.

9.2.2 Template Service:

(a) The Service Provider must provide template Services, including:

(i) ensuring there is only one version of a letter/form template in use at any one time. However there may be regional variations to letterhead/signature blocks;

(ii) retaining copies of the artwork of forms that are to be printed by the Service Provider. Version control must be maintained by the Service Provider to ensure the correct versions of the forms are being used at all times; and

(iii) only using letter and form templates Approved by Health.

(b) Where changes to an Approved letter or form template are requested by Health, the Service Provider must provide proofs of the changes within five (5) Business Days after the request from Health (for example, changes to a letter are requested by Health from the Service Provider on the Monday; the Service Provider must provide proofs of the changes to Health the following Monday).

(c) Where corrections are required by Health to the proofs of the new letter/form templates provided by the Service Provider, the Service Provider must provide Health with revised proofs within three (3) Business Days after the request from Health (for example, corrections advised by Health on Monday; Service Provider to provide revised proofs by Thursday).

(d) Any subsequent revised proofs are to be provided to Health within one (1) Business Day or such other time period as agreed by the Parties.

(e) The Service Provider must implement new templates or changes to templates within five (5) Business Days after receiving Health's Approval of the proofs, or such other later date agreed by Health (for example, Health's Approval of proofs and

instruction to implement a letter are provided to the Service Provider on the Monday; Service Provider to implement the following Monday).

(f) Regardless of the timeframes detailed above, the Service Provider must make every effort to ensure new letter and form templates are Approved and implemented within 10 Business Days after a request by Health, but no later than 15 Business Days after a request by Health.

(g) The Service Provider must provide a full set of current version of letters and/or forms, on request by Health, within five (5) Business Days after the request.

9.2.3 Stock Management Service:

(a) General

(i) The Service Provider must be responsible for the stock management for all National Cancer Screening Programs. This includes the supply of all consumables including paper and envelopes.

(ii) The Service Provider must keep stock supplies in secure premises to prevent theft, misuse of stock and damage to stock.

(iii) The Service Provider must not destroy any stock without the prior written permission from Health.

(iv) The Service Provider must ensure stock storage facilities are appropriately integrated with Mailhouse functions to ensure stock is tracked and accounted for at all times during storage and mail processing activities.

(v) The Service Provider must institute stock rotation based on a first-in, first-out system.

(vi) The Service Provider must contact Health within 24 hours if stock levels fall below re-order levels, being 15 Business Days supply.

(b) National Bowel Cancer Screening Program

(i) The Service Provider is responsible for the stock management of FOBT Kits under the Bowel Program.

(ii) It is anticipated that the minimum weekly delivery of FOBT Kits by the Contracted Pathology Laboratory, is equal to or more than the proposed weekly invitation mail out schedule. Approximately up to 15 Business Days supply will be stored at the Mailhouse in a temperature controlled environment.

(iii) Particular care must be taken by the Service Provider in relation to the control, storage and dispatch of FOBT Kits as they can be compromised by temperature.

(iv) FOBT Kits must be maintained between four (4) and 25 degrees Celsius at all times while in the Service Provider’s care.

(v) There may be a variety of expiry dates in one FOBT Kit delivery. The Service Provider must rotate and use stock for production based on the expiry dates on the delivery cartons. FOBT Kits must be kept in their delivery cartons until inserted into mail packs.

(vi) The Service Provider must Notify Health on a weekly basis of any damage to any FOBT Kit in the Service Provider's care including damage to stock at time of delivery, during storage and during mail pack processing. If there is less than 10 Business Days viable stock remaining the Service Provider must Notify Health within 24 hours.

(vii) The primary production site for FOBT Kit fulfilment and distribution will be Ravenhall, Victoria. A secondary site will be available in New South Wales for redundancy and business continuity. In the event the Service Provider enacts a Business Continuity Plan (**BCP**) at the primary production site, FOBT Kit resources required to fulfil the FOBT Kit stream of work will either be sent from the primary production site, or re-directed from the contracted provider directly to the secondary site. Business resumption schedules and Service Levels will be communicated upon formal BCP enactment.

9.2.4 Dispatch and Postage Service:

(a) The Service Provider must pre-sort all out-going mail, utilise any applicable bar-coding systems to maximise postal discounts, and work with Australia Post to ensure mail packs are packed in such a way as to achieve the best postage rate.

(b) Not used.

(c) The Service Provider must ensure there is sufficient mail file and run information provided to Australia Post when lodging mail to enable Australia Post to include reconcilable information on the invoices sent to Health, including mail file names and processing run numbers.

9.2.5 Reporting Service:

(a) The Service Provider must provide a monthly stock report to Health using the template provided by Health.

(b) Health requires sufficient reporting to ensure:

(i) mail files are received and correctly processed within required timeframes;

(ii) mail packs are correctly lodged with Australia Post at the correct rates;

(iii) stock is maintained at the correct levels;

(iv) stock levels correctly reflect stock usage and stock deliveries, with any spoils/wastage or stock losses identified early;

(v) invoices issued by the Service Provider to Health are accurate; and

(vi) processing Incidents or stock issues are identified, investigated and corrected in a timely manner.

(c) The Service Provider must work together with Health to improve existing reports and/or develop new reports, if required, to aid reconciliation of Health records against the Service Provider's records.

9.2.6 Quoting Service:

(a) Quotes for new, changed or ad hoc services requested by Health must be provided by the Service Provider within three (3) Business Days after the request from Health unless otherwise agreed by Health.

(b) The Service Provider must acknowledge receipt of the request within one (1) Business Day.

9.2.7 Invoicing:

(a) Invoices must be provided by the Service Provider to Health within the first five (5) Business Days after the end of the month for work completed in the previous month.

(b) Invoices must be separate for each National Cancer Screening Program (NBCSP and NCSP).

(c) Invoices must include the following information:

(i) the month/year the goods and Services were provided;

(ii) the name of goods and Services provided (using mail file name where applicable);

(iii) a description of goods and Services provided if a miscellaneous cost;

(iv) the processing run number of all mail files included in the invoice;

(v) the date of invoice and invoice reference number;

(vi) an itemised account of each cost associated with the invoice, based on agreed prices, including volumes and calculations; and

(vii) the total price for the items of goods and Services performed for the period of the invoice (both exclusive and inclusive of GST).

10. Reporting Services

10.1 Business scope

10.1.1 The Register is responsible for all operational reporting in order to:

(a) support the Service Provider's obligations under this Services Agreement;

(b) support the day-to-day operations of the Register;

(c) support operational reporting requirements of Register Stakeholders; and

(d) ensure quality and safety monitoring.

10.1.2 The Register is responsible for ad hoc Self-service reporting to Register Stakeholders (see worksheet 4A in the Pricing Tables).

10.1.3 The Register is responsible for provision of raw (transactional level) Data for Register Stakeholders (see worksheet 3A in the Pricing Tables).

10.1.4 The Register is responsible for provision of ad hoc analytics to Health (see worksheet 4A in the Pricing Tables).

10.1.5 The Register is responsible for provision of ad hoc analytics to other Stakeholders (see worksheet 4A in the Pricing Tables).

10.2 General Requirements

10.2.1 All of the reporting and Data access capabilities will be bound to the agreed governance and Data Release Policy that will be developed by Health as part of the establishment of the Register.

10.2.2 The Register must provide an ongoing Data feed to the Health EDW so that there is a Data input in the agreed timing into the Health EDW to support the Health EDW reporting capability.

10.2.3 The Register will provide Data to the Health EDW to support Program monitoring, evaluation and research.

10.2.4 The Register must support the activities undertaken by the Register Operator and End Users to support the Program activities including the ability to undertake business activity monitoring to support audit and compliance and quality and safety assessments.

10.2.5 The Register will provide Data for monitoring Participant outcomes and evaluating Program effectiveness.

10.2.6 The Parties will agree to operational reporting requirements annually or as otherwise agreed. The details will then be included in the Policies and Procedures Manual.

10.2.7 The Parties will agree to operational reporting requirements from time to time. The details will then be included in the Policies and Procedures Manual.

11. The Key Stakeholders, End User Participant Recruitment Services

11.1 Scope

11.1.1 This Service represents the process of selecting the National Cancer Screening Program cohort to be invited to screen, identifying those persons that are to be excluded from the invitation process and then issuing correspondence inviting the person to screen or Re-screen and participate in the National Cancer Screening Program. The Service Provider must ensure that the Services:

(a) support the process of inviting those persons identified as Newly Eligible persons, Never-Screened persons, Under-Screened Participants and Participants due for Re-screening; and

(b) support the process of excluding persons that have Opted off the Program, Deferred screening, have medical conditions preventing screening, are deceased or have other reasons identified for not being invited.

11.2 General Requirements

11.2.1 The Service Provider is responsible for delivering and supporting all aspects of the Participant Recruitment Services and ensuring that these Services operate in accordance with the Functional Requirements.

12. Program Participation Management Services

12.1 Scope

12.1.1 This Service is about the management of the person's response to the invitation to screen or Re-screen. In response to an invitation, the person can choose to:

(a) Opt off the Program as outlined in section 5 of **Schedule 2 – Attachment C – Functional Requirements**;

(b) register their Participant details including nominating their Healthcare Professional and their preferred communication channel;

(c) if under the National Cervical Screening Program:

(i) visit their preferred Healthcare Professional for a Screening Test, which may take place in the absence of an invitation to screen or Re-screen; or

(ii) Defer their screening for a defined period; and

(d) if under the National Bowel Screening Program:

(i) complete the test in the FOBT Kit and send to the Contracted Pathology Laboratory;

(ii) Defer receiving the FOBT Kit; or

(iii) request a replacement FOBT Kit.

12.1.2 If the Invitee has registered their nominated Healthcare Professional, the Register must be able to notify the Healthcare Professional of the person's eligibility in the Program to assist in the recruitment into the Program.

12.1.3 When the Invitee/Participant has received the FOBT Kit, they complete and send it to the Contracted Pathology Laboratory for testing.

12.1.4 Invitees/Participants in the Cervical Program will undertake their Test by visiting a Healthcare Professional.

12.2 General Requirements

12.2.1 The Service Provider is responsible for delivering and supporting all aspects of the National Cancer Screening Program Participation Management Services ensuring that these Services operate in accordance with the Functional Requirements.

13. Screening Management Services

13.1 Scope

13.1.1 This Service is the management of the Participant's screening details from screening testing through to Screening Test results and ensuring that the Participant continues along the Screening Pathway when their Test results are positive.

13.1.2 Under the National Cervical Screening Program, the woman will visit her preferred Healthcare Professional and have a Screening Test. The Test will be sent to a Pathology Laboratory for testing. The Pathology Laboratory will interact with the Register to obtain the history of the woman to support clinical decision making. The Pathology Laboratory will notify the Healthcare Professional and the Register of the results.

13.1.3 Under the National Bowel Cancer Screening Program, the Participant will complete the FOBT Kit at home and send it in to the Contracted Pathology Laboratory for testing. The Contracted Pathology Laboratory will verify that the Participant is in the Program, validate the FOBT Kit and then undertake the testing of the FOBT Kit sample. The results will be sent to the Healthcare Professional, Register and the Participant by the Contracted Pathology Laboratory.

13.1.4 Reminders will be issued from the Register after positive results have been found and the Participant has not visited their nominated Healthcare Professional within a certain timeframe, to ensure that the Participant continues to the next stage of the Pathway.

13.1.5 Under the Bowel Cancer Screening Program, report to PFUF.

13.2 General Requirements

13.2.1 The Service Provider is responsible for delivering and supporting all aspects of the Screening Management Services ensuring that these Services operate in accordance with the Functional Requirements.

14. Screening Assessment Management Services

14.1 Scope

14.1.1 This Service is the management of the Participant ensuring they follow up with their Healthcare Professional when they have had a positive Screening Test result.

14.1.2 The Healthcare Professional will determine the next steps for the Participant and update the Register accordingly. In most cases, after a positive Screening Test the Participant will be referred to a Specialist. However the Participant may refuse follow-up or the Healthcare Professional may not refer the Participant based on their clinical assessment. The Screening Round will Close and an appropriate Re-screen date will be set or the Participant will be Opted off the Program.

14.1.3 Follow up protocols, as per Program Policy, will be invoked if the Participant with a positive Screening Test does not visit a Healthcare Professional to ensure that the Participant continues along the Pathway for assessment for follow up procedures. These protocols include Reminder correspondence and workflow notifications to the Register Operator for Cervical Program and to the PFUF for the Bowel Program.

14.2 General Requirements

14.2.1 The Service Provider is responsible for delivering and supporting all aspects of the Screening Assessment Management Services ensuring that these Services operate in accordance with the Functional Requirements.

15. Screening Diagnosis Management Services

15.1 Scope

15.1.1 This Service is the management of the Participant ensuring they follow up with their Specialist when they have had a positive Screening Test result and have been referred by the Healthcare Professional.

15.1.2 The Specialist will conduct further tests and determine next steps for the Participant and update the Register accordingly.

(a) National Cervical Screening Program:

(i) if the Colposcopist is satisfied visually with the examination, no further treatment may be necessary and the woman will exit the Screening Round; and

(ii) if the Colposcopist has concerns, the Colposcopist may undertake further treatment. The Colposcopist will take a biopsy and send the specimen for testing.

(b) National Bowel Screening Program: once referred by a Healthcare Professional, the Participant undergoes further diagnostic assessment, usually a Colonoscopy, as part of usual health care services within their State/Territory. If the further diagnostic assessment returns a 'clear'/negative Colonoscopy, the Participant will end the Screening Round and a Re-screen date will be set. If the further diagnostic assessment returns a positive Colonoscopy, the Colonoscopist will treat the Participant and samples will be taken for further histopathology and/or the Participant will be referred to a surgeon for further treatment.

15.1.3 Follow up protocols, as per Program Policy, will be invoked to ensure that the Participant continues along the Pathway when they have been referred to a Specialist. These protocols include Reminder correspondence and workflow notifications to the Register Operator for National Cervical Screening Program and to PFUF for the National Bowel Cancer Screening Program.

15.2 General Requirements

15.2.1 The Service Provider is responsible for delivering and supporting all aspects of the Screening Diagnosis Management Services ensuring that these Services operate in accordance with the Functional Requirements.

16. Participant Outcome Management Services

16.1 Scope

16.1.1 This Service is the management of the Participant's outcome of the screening.

16.1.2 The Pathology Laboratory will undertake testing of the specimen and will record the results in the LIMS. LIMS will update the Register with the results.

16.1.3 When the Specialist receives the histopathology results and recommendations, the Specialist results are assessed and the Participant is advised of the outcome such that:

(a) if the results are negative, this Screening Round will Close and an appropriate Re-screen date will be set; or

(b) if the results are positive, the Participant will be referred for usual care and further treatment as determined by the Clinical Management Guidelines. The Participant will not be invited to Re-screen until treatment has been finalised and the resumption of screening has been recommended by a Healthcare Professional.

16.2 General Requirements

16.2.1 The Service Provider is responsible for delivering and supporting all aspects of the Participant Outcome Management Services ensuring that these Services operate in accordance with the Functional Requirements.

17. Ongoing Review and Assessment Services

17.1 Scope

17.1.1 This Service is about adding value to the effectiveness of the National Cancer Screening Programs.

17.1.2 The scope of Services includes, but is not limited to, the ongoing review and assessment of the Operator Services to identify opportunities for improvements in the delivery of the Services and the National Cancer Screening Programs, including without limitation:

(a) participation rates;

(b) targeted campaigns;

(c) Register policy, processes and procedures; and

(d) increased efficiencies.

17.2 General Requirements

17.2.1 Services include but are not limited to:

(a) continuously analysing Data to identify opportunities for improvements in the delivery of the Services and the effectiveness of the National Cancer Screening Programs; and

(b) making recommendations to Health on opportunities for:

(i) improving participation rates;

(ii) campaigns to target specific demographic and/or geographic and/or ethnicity and/or other audiences;

(iii) policy, processes and procedures; and

(iv) increased efficiencies.

18. Continuous Improvement

18.1 Scope

18.1.1 Health expects that Service improvement will occur through processes used by the Service Provider in delivering the Operator Services, and through specific Service improvement initiatives that are agreed between Health and the Service Provider.

18.1.2 Health requires that the Operator Services improve over the Term of the Services so that they:

(a) remain relevant to the business of Health;

(b) remain contemporary and aligned with industry best practice;

(c) allow for innovative approaches to be considered in delivering Health's Operator Services; and

(d) provide Health ongoing value, including tangible cost reductions.

19. Not used

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 2

ATTACHMENT B

REGISTER ICT SERVICE REQUIREMENTS

Table of Contents

Part 1: General

1. Overview

1.1 Introduction

1.1.1 This **Schedule 2 – Attachment B – Register ICT Service Requirements** sets out the ICT requirements that must be provided by the Service Provider to design and implement the Register and provide the Register ICT Services on an Ongoing basis to support the Register in order to achieve the Outcomes specified in **Schedule 1 – Overview and Outcomes**.

1.1.2 The Service Provider must gather and analyse all pertinent information necessary to design, build, test, implement and support the Register, including the identification, Documentation and translation of Functional Requirements and Non-Functional Requirements into Equipment and Software feature specifications.

1.1.3 The Register ICT Services that the Service Provider must provide are:

(a) Implementation Services, including:

(i) Detailed Implementation and Transition Planning Services;

(ii) Design Services;

(iii) Build Services (including Integration Services);

(iv) Test Services;

(v) Data Migration Services;

(vi) Deployment Services; and

(vii) Project Management Services;

(b) Ongoing Services, including:

(i) Infrastructure Services;

(ii) Software support Services;

(iii) IT Service Desk Services;

(iv) IT Service Management Services;

(v) IT Application Lifecycle Services;

(vi) Continual Service Improvement; and

(vii) Additional Services.

1.1.4 Further details on the Implementation Services and the Ongoing Services are provided in Part 2 of this **Schedule 2 – Attachment B – Register ICT Service Requirements**.

1.1.5 The Service Provider must provide the Register ICT Services on an end-to-end basis to support the End Users.

1.1.6 In order to deliver the Register ICT Services on an end-to-end basis, the Service Provider must coordinate the delivery of other elements of the National Cancer Screening Register that

are the responsibility of Health or Other Service Providers. **Schedule 3 – Management and Governance** sets out the requirements the Service Provider must achieve in working with Other Service Providers.

1.1.7 The Service Provider must provide the Register ICT Services to achieve the Outcomes in accordance with **Schedule 5 – Service Level and Service Standard Framework**.

1.1.8 The Service Provider must provide the Register ICT Services in accordance with Program Policy.

1.1.9 The Service Provider must provide the Register ICT Services in:

(a) meeting the requirements specified in **Schedule 6 – Implementation and Transition Requirements**;

(b) meeting the requirements specified in **Schedule 2 – Attachment A – Operator Service Requirements**;

(c) meeting the Functional Requirements specified in **Schedule 2 – Attachment C – Functional Requirements**; and

(d) meeting the Non-Functional Requirements specified in **Schedule 2 – Attachment D – Non-Functional Requirements**.

1.2 Managed Services Approach

1.2.1 This **Schedule 2 – Attachment B – Register ICT Service Requirements** describes what Register ICT Services are required to be delivered by the Service Provider, but not how the Service Provider must deliver them.

1.2.2 The Service Provider must deliver the Services on a fully managed basis including without limitation all necessary Equipment, Software, ICT facilities, Service Provider Personnel, accommodation and network connections to provide the Register and deliver the Register ICT Services unless specified as being the responsibility of Health or any Other Service Provider, in order to provide the Register ICT Services to achieve the Outcomes.

1.2.3 The Service Provider is not responsible for End User Systems. However, the Service Provider will encourage End Users to use the Register.

1.3 Retained Services

1.3.1 Health is responsible for the following matters in relation to the delivery of the Register ICT Services by the Service Provider:

(a) setting overall policy in relation to the National Cancer Screening Register, including how these policies map to Register requirements;

(b) setting policy and direction in relation to the overall ICT landscape that the Register must operate within;

(c) providing access to the Health Enterprise Data Warehouse environment to enable the Service Provider to provide Services on an end-to-end basis to End Users; and

(d) Approving or Accepting all Register Design Deliverables.

1.4 Terms Used

1.4.1 Capitalised terms have the meaning given to them in **Schedule 8 – Glossary**. A number of additional capitalised terms which are not provided in **Schedule 8 – Glossary** and relate to

specific functionality, processes or transactions within the Register, have the meaning provided in this **Schedule 2** - **Attachment B – Register ICT Service Requirements** or are names for functionality, processes or transactions within the Register.

2. Service Coverage

2.1 Business Coverage and Locations

2.1.1 The Service Provider must make the Register and the Register ICT Services available to Health and all locations in which the National Cancer Screening Programs operate.

2.1.2 The Service Provider must establish a Feedback and Complaints Management Plan that includes (but is not limited to) the following requirements:

(a) Commitment – the Service Provider must be committed to efficiently and fairly resolve all complaints from End Users;

(b) Resources – the Service Provider must allocate sufficient resources for feedback and complaints handling;

(c) Visibility and Access – the Service Provider must provide a public facing statement that provides an overview of the Register Operator's policies and procedures on complaints handling;

(d) Responsiveness – the Service Provider must provide an overview of how it will deal with feedback and complaints in a timely and courteous manner;

(e) Data Collection – the Service Provider must have a register for all feedback and complaints and a record of individual outcomes (**Feedback and Complaints Register**);

(f) Systemic and Recurring Problems – the Service Provider must undertake regular analysis of its Feedback and Complaints Register to enable systemic and recurring Problems to be identified and rectified; and

(g) Review – the Service Provider must provide to Health an annual review of its Feedback and Complaints Management Plan and a quarterly analysis of its Feedback and Complaints Register. The Service Provider must immediately escalate to Health all significant and consequential feedback and or complaints from End Users.

2.2 Availability and Support Hours

2.2.1 The Service Provider must ensure the Register ICT Services are available 24/7 and that the Operator Services are available during Business Hours on Business Days in each State and Territory in which the Services are being provided, except during agreed downtime and maintenance windows.

Part 2: Implementation Service Requirements

3. Detailed Implementation and Transition Planning Services

3.1 Implementation and Transition Planning Process

3.1.1 The Service Provider must undertake a detailed Implementation and Transition Planning Process for the Implementation of the Register immediately on commencement of the Register ICT Services.

3.1.2 In undertaking the Implementation and Transition Planning Process, the Service Provider must work closely with Health and Other Service Providers to finalise the approach to the Implementation of the Register and the Register ICT Services.

3.1.3 The Implementation and Transition Planning Process must consist of a series of workshops with Health, Other Service Providers and the Service Provider to fine tune the functional, technical, Data migration, integration and Project Management arrangements necessary to implement the Register. This must include those elements of the Register that will need to transfer from Incumbent Service Providers, including the Department of Human Services and existing register operators in the State and Territory jurisdictions.

3.1.4 The Implementation and Transition Planning Process must, at a minimum:

(a) confirm the project scope;

(b) confirm the structure and content of the capability Delivery Phases;

(c) identify dependencies and resource requirements;

(d) confirm the Functional and Non-Functional Requirements for the Register and define and agree the business rules;

(e) confirm any project inputs that are required to be completed before the Design Phase begins;

(f) update the Register Architecture Specification; and

(g) finalise the plan for the Implementation of the Register.

3.1.5 The Service Provider must, as necessary, update the Implementation and Transition Deliverables as a result of the Implementation and Transition Planning Process and produce other Deliverables that are reasonably required to ensure the successful Implementation of the Register and the Register ICT Services including, without limitation, any additional Deliverables reasonably required to enable Incumbent Service Providers to migrate the existing register ICT services to the Register.

4. Design Services

4.1 Solution Architecture

4.1.1 The Service Provider must develop a Solution Architecture setting out how the design, configuration and Implementation of the Register will meet the required Outcomes. The Solution Architecture must incorporate the following domains:

(a) Business Architecture – which at a minimum describes business processes and business information;

(b) Data Architecture – which describes the Data structures used by Health;

(c) Application Architecture – which describes the interaction between Software products, databases, middleware and other tools; and

(d) Technology Architecture – which describes the structure and behaviour of the information.

4.1.2 The Service Provider must work with Health and Other Service Providers during the Design Phase to validate and refine the Functional Requirements and Non-Functional Requirements and define and agree the business rules.

4.1.3 The Service Provider must work with Health and Other Service Providers during the Design Phase to validate and refine user scenarios and process Documentation as part of the Design Phase of the Services in order to facilitate the development of the Solution Architecture and the Solution Design.

4.1.4 The Service Provider must work with Health and incorporate Health's input and feedback into the draft Solution Architecture during the Design Phase for Implementation.

4.1.5 The updated Solution Architecture will form part of the Design Deliverables.

4.1.6 Following Health's Approval, the Solution Architecture will form part of this Services Agreement and the Service Provider must deliver the Services and implement the Register in accordance with the Accepted Solution Architecture.

4.1.7 The Solution must be built, deployed, tested and operate in accordance with the Accepted Solution Architecture.

4.1.8 The Service Provider must deliver a Solution Architecture that is consistent with the Service Provider's Systems development methodology, Software methodology and standards.

4.1.9 Whilst the format and toolset used to complete and present the Solution Architecture for the Register have not been prescribed, the Solution Architecture must:

(a) be consistent with and address the Design and architecture requirements specified in **Schedule 2 – Attachment E – High Level Design**;

(b) outline the Register and the approach for Implementation and end-to-end testing;

(c) articulate components, Services and component inter-dependencies in industry standard or industry accepted terms. Where descriptions deviate from the industry norms or where there is potential for ambiguity the Service Provider must further clarify those aspects of the Designs;

(d) include all ancillary components or infrastructure required to support Implementation, testing, training and Ongoing support effort;

(e) include diagrams or pictographic representations that adhere to current conventions. As appropriate, any diagrams must include a legend as well as a title block to clearly describe the contents as well as purpose of the diagrams;

(f) be provided in a format that can be easily read using standard Microsoft Office tools, and must ensure that the artefacts are of sufficient size and scale such that all details can be easily read using standard Microsoft Office tools; and

(g) pass all quality control measures and requirements in accordance with the Approved Quality Management Plan.

4.1.10 The Solution Architecture must be submitted to Health for final review and Acceptance. The Solution Architecture must:

(a) demonstrate that the Solution Architecture will achieve the Solution Requirements;

(b) minimise bespoke development and integration as well as not compromise the nature of the COTS Software components;

(c) promote efficient and cost effective long term support and maintenance of the Register; and

(d) include all necessary views and aspects to define the build of the Solution, including:

(i) the Design components included in this Services Agreement;

(ii) Applications Architecture – which identifies all the activities required to specify, on the basis of Health's business requirements, how multiple Software applications are to work together. It includes defining the interaction between Software applications (packaged and/or customised), Data, databases and middleware systems in terms of functional coverage;

(iii) Technology Architecture – which identifies all the activities required to define the technical infrastructure and security requirements and at a high level the subsystems, technology standards and policies required to meet these;

(iv) Requirements Traceability Mapping – which maps the Register's Functional and Non-Functional Requirements to the standard COTS and any bespoke Software functionality and identifies gaps that must be addressed to fully meet the Register's Functional and Non-Functional Requirements. Traceability must be to a standard acceptable to Health. As gaps between the Register's Functional and Non-Functional Requirements and functionality emerge, the Service Provider must show how it will Resolve these gaps by workarounds, alternative Solutions, application extensions or necessary changes to the underlying COTS Software. Any additional Software or tools required must also be identified;

(v) Configuration Specification – which identifies all components of the Register, its placement in the Design, and how the COTS Software and other components will be configured, customised or developed to deliver the Register's Functional and Non-Functional Requirements;

(vi) Technical Architecture – which sets out the deployment and configuration of the Equipment and associated operating System and utilities Software as well as integration for a successful Implementation of the Register within the overall ICT Infrastructure environment;

(vii) Alternative Software – which specifies any alternative Software able to deliver components of the Register's functionality, including details of its supply, Implementation, configuration and integration with other components of the Register;

(viii) Extensions or Custom Module Design – which specifies custom Software Solutions for gaps in functionality identified during the Register's Functional and Non-Functional Requirements mapping, where the Service Provider-proposed Software Solutions require Extensions or Custom Modules that must be designed, built and tested before incorporation into the Solution;

(ix) Data Integration Patterns for migration – which provides a specification for Data integration requirements that identifies all Data that needs to be implemented, how that implementation will occur (including any code that needs to be developed) and identifies any requirement for Data cleansing or manipulation prior to Data migration;

(x) Data Integration Patterns (ongoing) – which provides a specification for Data integration requirements that identifies all integration services, how these services will be implemented, how that implementation will occur

(including any code that needs to be developed) and identifies any requirement for Data validation, cleansing and manipulation prior to Data capture;

(xi) System Security Plan – which provides a specification for the Register's security requirements (as specified in **Schedule 2 – Attachment D – Non-Functional Requirements**) that identifies all the components of the security architecture and the roles, access controls, Data protection and Disaster Recovery; and

(xii) Capacity Plan – which provides a plan for future Software and Infrastructure requirements, including addressing the extensibility requirements specified in **Schedule 2 – Attachment D – Non-Functional Requirements**.

4.1.11 The Service Provider must maintain a Design register. Design artefacts must be maintained in an appropriate configuration management system or repository. The repository should as far as possible reduce the administrative effort required to maintain an accurate and current Solution Architecture.

5. Build Services

5.1 Infrastructure Build Services

5.1.1 The Service Provider must stage and test all Infrastructure for the Register, including:

(a) loading all Software;

(b) establishing interfaces supporting Other Service Provider Software;

(c) implementing all databases and database administration tools;

(d) performing all connectivity and interface activities associated with the Register;

(e) conducting testing to verify that the Equipment and network Infrastructure and Services:

(i) operate in accordance with the Solution Requirements, Solution Architecture, policies and standards; and

(ii) do not adversely impact other integrated Systems, Infrastructure and services;

(f) converting and migrating all required Data;

(g) rectifying all errors, Problems and issues identified during testing; and

(h) integrating all Software and Equipment components within the Register.

5.2 Configuration Services

5.2.1 The Service Provider must:

(a) configure the Software used in the Register in accordance with the Accepted Solution Architecture;

(b) liaise with Health and Other Service Providers' technical experts to clarify information as required;

(c) produce a new version of the detailed Solution Architecture where quality review with Health's technical experts results in Changes to the Solution Architecture. All Changes will be subject to the Change Management process. Material Changes are subject to Approval by Health;

(d) ensure that any configuration does not impact the upgrade path of the Register; and

(e) maintain all configuration settings in a configuration management database or model.

5.3 Development Services - Extensions or Custom Modules

5.3.1 Where identified in the Solution Architecture, the Service Provider must ensure delivery of Extensions or Custom Modules for the Register's Functional and Non-Functional Requirements which cannot be achieved directly through COTS Software or other Software products. This includes coding, testing and Documentation of the Extension or Custom Modules for integration into the Register.

5.3.2 Where Extensions or Custom Modules for the COTS Software are required, the Service Provider must:

(a) ensure that Custom Modules adhere to COTS Software vendor conventions and coding practices;

(b) guarantee an upgrade path for the COTS Software as well as Extensions and Custom Modules for the life of the Solution; and

(c) ensure that full lifecycle support for the COTS Software is not adversely impacted.

5.3.3 Where the Service Provider is required to create Extensions or Custom Modules for Software other than COTS Software, the Service Provider must ensure that:

(a) Extensions and Custom Modules adhere to Service Provider and industry standard conventions and coding practices;

(b) the Service Provider guarantees an upgrade path for the Extensions and Custom Modules for the life of the Solution; and

(c) full lifecycle support for the Custom Modules and Extensions is not adversely impacted.

5.4 Integration Services

5.4.1 In accordance with the Accepted Solution Architecture, the Service Provider must undertake all activities necessary to ensure all components and modules enable the Register to function as a whole. This includes:

(a) any integration within the Register, including with any additional Software;

(b) any integration with other Systems or other components of the Register, including with any additional Software;

(c) between the various Systems' environments; and

(d) with eHealth's broader technology environment.

5.4.2 The Service Provider must perform integration (including Data and content Implementation) as specified in, and in accordance with:

(a) the performance requirements in **Schedule 5 – Service Level and Service Standard Framework**; and

(b) the Solution Architecture.

6. Testing Services

6.1.1 Health reserves the right during any part of the testing phase to perform a quality test on critical functions at any Health defined test gate.

6.1.2 The Service Provider must test all aspects of the build of the Register as specified in the Test Plan Approved by Health and in accordance with:

(a) the Functional Requirements in **Schedule 2 – Attachment C – Functional Requirements and Schedule 2 – Attachment D – Non-functional Requirements**; and

(b) the performance requirements in **Schedule 5 – Service Level and Service Standard Framework**.

6.1.3 The Service Provider must undertake additional specific testing, including, as necessary, pilots to substantiate the quality and/or functionality of any specific component or the Register as a whole. Any such testing will not be in Production.

6.1.4 Testing must include:

(a) test bed and test Data preparation, support and making available test scripts for reuse by Health;

(b) management of System environments used for testing including the pre-Production Environment and any other environment (temporary or permanent) whose primary purpose is testing of Functional or Non-Functional aspects of the Register. Management of environments used for testing includes the Service Provider nominating an 'owner' responsible for scheduling access to the environment and maintaining it in a consistent state;

(c) functional testing to validate that the Register conforms to the Solution Architecture, and correctly performs all its required functions in accordance with the Non-Functional Requirements. This entails a series of tests which perform a feature by feature validation of behaviour, using a wide range of normal and erroneous input Data. This can involve testing of the User Interface, Application Programming Interfaces (**APIs**), database management, security, installation and connectivity;

(d) unit testing on all Extensions or Custom Modules developed and, to the extent possible, on configuration of the COTS Software;

(e) accessibility testing on all external interfaces to ensure compliance with the Digital Service Standards for all Services which are within scope of the Digital Service Standards as defined by the Australian Government Digital Transformation Office;

(f) ensuring all required migrated Data can be converted to and be readable from the Register;

(g) conformance testing to verify that the Register conforms to Health's standards, policies and industry standards and to ensure it provides the interoperability and compatibility, as required by this Services Agreement;

(h) integration testing with Other Service Provider Software to verify compliance with agreed interface specification;

(i) System Integration Testing (**SIT**) to verify functional performance and reliability requirements placed on major Design items. This includes simulated usage of shared Data sets/areas, inter-process communication and the exercise of individual modules through its input interface and verification and validation of outputs. SIT must also include testing of implemented Data and content;

(j) performance testing (including stress and volume) to verify that the Register will operate within the Design performance parameters (e.g. Non-Functional Requirements) under a workload and to validate and verify other quality attributes of the Register, including capacity, scalability, reliability and resource usage, identify and Document the points of failure within the Register and establish these as critical thresholds for monitoring and reporting;

(k) exercising the Disaster Recovery and fail over capability by demonstrating successful cutover from the Production Environment to the Disaster Recovery environment and verifying successful ongoing processing;

(l) full business functionality testing with Production Data, using the methods Approved by Health;

(m) User Acceptance Testing (**UAT**) to validate that the Register meets the Register's Functional and Non-Functional Requirements and that the Register is fit for purpose to be deployed into Production. The UAT requires a strict and formal adherence to Software configuration management build processes and Data system migration processes. UAT involves actual business End Users and will focus on testing from an End User facing perspective. Health will conduct and be responsible for defining the activities under the UAT. The Service Provider must assist in UAT and Health may conduct UAT or engage the Service Provider or another provider to do UAT on its behalf; and

(n) usability testing to validate ease of use and End User satisfaction.

6.2 Test Plan

6.2.1 The Service Provider must develop, maintain and manage a Test Plan for Acceptance of the Register in accordance with the Implementation and Transition Plan.

6.2.2 The Service Provider must work with Health and incorporate Health's input and feedback into the Test Plan during the Design Phase.

6.2.3 The updated Test Plan will form part of the Design Deliverables.

6.2.4 On Health's Approval of the Test Plan, the Service Provider must deliver the test services in accordance with the Test Plan.

6.2.5 The Service Provider must ensure that the Acceptance Criteria and processes are sufficiently comprehensive to test that the Register complies with all of the Register's Functional and Non-Functional Requirements, and that the requirements in this Services Agreement for all Deliverables have been met.

6.2.6 The Test Plan must be consistent with the Service Provider's System development and testing methodologies.

6.3 Test Reporting

6.3.1 The Service Provider must work with Health in developing a test reporting template acceptable to Health. The test reporting template must summarise the testing activity that has occurred and provide to Health the results from each test cycle.

7. Data Migration

7.1.1 The Service Provider in coordination with Health and Other Service Providers will develop and agree an overarching Data Migration Strategy outlining the overall approach to Data migration.

7.1.2 The Service Provider must develop, maintain and manage a Data Migration Plan in accordance with the agreed Data Migration Strategy that will be used for migrating Data from incumbent registers to the Register. The Data Migration Plan must be consistent with Health's requirements in this Services Agreement and Approved by Health. The Service Provider is responsible for overall management of the Data migration activities.

7.1.3 The Data Migration Plan will form part of the Design Phase Deliverables.

7.1.4 On Health's Approval of the Data Migration Plan, the Service Provider must deliver the Data migration Services in accordance with the Data Migration Plan.

7.1.5 In delivering the Data migration services, the Service Provider must achieve the following:

(a) migrate all the Data required, as determined by Health to:

(i) ensure End Users have access to all Data required to use the Register (once it becomes operational); and

(ii) report against Data captured using the Register combined with historical Data that has been migrated from the current Data sources including the existing legacy systems;

(b) prove the accuracy, completeness and integrity of the migrated Data;

(c) minimise disruption to Health's and Other Service Provider's operations during and after Implementation;

(d) ensure End User access controls can be consistently and appropriately applied to migrated Data; and

(e) ensure that any Data deficiencies in incumbent registers do not compromise the Data or Data structures in the Register.

7.1.6 While undertaking Data migration, the Service Provider must:

(a) perform all tasks needed to meet the Data migration requirements in this section 7 of **Schedule 2 – Attachment B – Register ICT Service Requirements**;

(b) plan and manage any Data migration task;

(c) identify Data for extraction from the incumbent registers by Health and Incumbent Service Providers;

(d) transform Data from the incumbent registers to fit the Data structures of the Register, at the time of the migration and inclusive of cleansing where cleansing is not provided by the Data provider;

(e) load the Data onto the Register and ensure that the Data loaded Resolves Data issues and improves the Data Centre;

(f) with Health, jointly verify that the Data has been successfully migrated to the Register (with Health having final responsibility for Approval); and

(g) test all Data migration processes and results.

8. Deployment Services

8.1 Production Promotion Planning

8.1.1 The Service Provider must develop, maintain and manage a Deployment Plan for the Register which identifies the approach, schedule, considerations and Acceptance Criteria for deployment of the Register into the Production Environment.

8.1.2 The Service Provider must work with Health and incorporate Health's input and feedback into the Deployment Plan during the Design Phase.

8.1.3 In developing the Deployment Plan the Service Provider must consider the Outcomes in **Schedule 1 – Overview and Outcomes**.

8.1.4 The Deployment Plan must include:

(a) a fall-back plan to enable the restoration of any existing Systems, at a date of Health's choice, in the event of significant issues or business disruption during the deployment process;

(b) Data conversion, migration and Implementation;

(c) detailed roles and responsibilities matrix for the deployment of the Register, including Health's and Other Service Providers' responsibilities; and

(d) any changes required to the Services Provider's production support plan including the scope, resources, organisational structure, system, and support expectations for normal production support.

8.1.5 The Service Provider must ensure the Deployment Plan incorporates the components in this section 8 of **Schedule 2 – Attachment B – Register ICT Service Requirements** (and any additional information which the Service Provider feels is necessary) for Approval by Health.

8.1.6 The updated Deployment Plan will form part of the Design Deliverables.

9. Project Management Services

9.1.1 The Service Provider must:

(a) project manage all aspects of Register ICT Services. This includes all Change, scheduling, budget, and resource management required to deliver the Register and the Register ICT Services for Implementation, including the management of multiple inter-dependent activities;

(b) develop and maintain a detailed work breakdown structure (**WBS**) outlining core streams of work, proposed Milestones, sub-activities at a level of detail showing an accurate and time-based allocation of resources, monitoring processes and strategies for managing dependencies. The Service Provider must ensure that the schedule allows sufficient time for review and Acceptance or Approval by Health of all Deliverables;

(c) track, monitor and report Milestones, Deliverables and interdependencies;

(d) provide pro-active risk and issue management aligned to the Risk Management Plan;

(e) co-ordinate and prioritise resources across Implementation Services to ensure that the desired overall Outcomes are achieved;

(f) develop an approach to quality control, to verify and validate the Solution;

(g) ensure effective management of all activities, Stakeholders and Other Service Providers that are relevant to the Implementation of the Register; and

(h) provide project control/progress reports to the Implementation/Transition project board in accordance with **Schedule 3 – Management and Governance**.

9.2 Project Governance

9.2.1 The Register ICT Services will be governed in accordance with the governance arrangements in **Schedule 3 – Management and Governance**.

Part 3: Ongoing Service Requirements

10. Introduction

10.1.1 The Service Provider must provide the Register and the Register ICT Services on a fully managed services basis. Without limitation, this includes the Ongoing provision of Equipment, Software, storage, network services, Data Centre facilities, Service Provider Personnel, Service Desk, IT Service Management, IT Applications Lifecycle and all associated professional, engineering and support services in order to achieve the Outcomes.

11. Infrastructure Services

11.1.1 The Service Provider must provide all Equipment, Software, storage and network services (the Infrastructure Services) in order to provide the Register, including:

(a) Equipment engineering; and

(b) network engineering.

12. Software Support Services

12.1 Overview of Services

12.1.1 The Service Provider must provide all services necessary to support, manage and administer the Register, including:

(a) Application Administration Services;

(b) Application Database Administration Services;

(c) Application Integration Management Services;

(d) Application Lifecycle Management Services;

(e) Application Documentation Services, and

(f) Application Environment Management Services,

(together, **Software Support Services**).

12.2 Application Administration Services

12.2.1 Application Administration Services means all services necessary to administer Applications, including:

(a) maintaining Application parameters;

(b) establishing and maintaining log-on and access groups;

(c) scheduling and managing housekeeping jobs;

(d) scheduling and managing Application maintenance windows;

(e) stopping and starting the Application services;

(f) performing period end procedures (e.g. month end and year end) as required by Health;

(g) managing, maintaining, supporting and coordinating Application security Solutions, including implementing any security Solutions as required by Health, ensuring:

(i) no generic accounts exist, excluding system accounts;

(ii) no test accounts exist in Production;

(iii) End User ID's adhere to the End User naming standards (as specified by Health from time to time);

(iv) there are no duplicate End User accounts;

(v) Application password settings where used meet Health's password policy; and

(vi) all privileges granted to End Users are valid for the relevant role/job function,

(h) performing security reviews biennially (and otherwise as reasonably requested by Health) to verify compliance with Health's security-related policies and any changes to or new security-related Health policies introduced from time to time in accordance with clause 9.2.4 of this Services Agreement, including those matters referred to in section 12.2.1(g) of **Schedule 2 – Attachment B – Register ICT Service Requirements**, and reporting to Health the outcome of those reviews;

(i) developing and maintaining backup procedures for Applications source code, including:

(i) performing and monitoring completion of backups; and

(ii) performing periodic (and no less than quarterly) testing of recovery procedures as follows:

A Quarterly – verify ability to restore content and verify all content is available in backup media; and

B Annual – schedule and perform full restore and UAT of restored environment,

(j) developing, implementing and maintaining batch procedures;

(k) performing batch runs and monitoring batch schedules;

(l) obtaining and installing all Health Approved new releases, hot fixes and patches (and similar);

(m) managing all Application maintenance and patching activities, including all third party's maintenance and patching activities; and

(n) performing all Application specific End User administration (add/change/delete) for the Register.

12.3 Application Database Administration Services

12.3.1 Application Database Administration Services means all services necessary to support, maintain, manage and administer databases, including:

(a) configuring, supporting and maintaining the database management Software (**DBMS**) and related Software;

(b) designing (including maintaining and upgrading the design of) the databases, including the database schema, indexing the entity relationships, the Data dictionary and related diagrams and Documentation;

(c) supporting Application development, including recommendations on database design, sizing, capacity and performance;

(d) supporting Application integration and testing, including adding, changing and deleting databases in all environments;

(e) supporting database management system releases and upgrades, including recommendations on database design, sizing and Data migration, and supporting Data conversion; and

(f) any other database management, maintenance and support services which are not performed by Health as Infrastructure Services.

12.4 Application Integration Management Services

12.4.1 Application Integration Management Services means all services necessary to support, manage and maintain all Application interfaces in order to provide automated Data exchange:

(a) between Applications;

(b) between Applications and other systems and Software in the end-to-end environment;

(c) ensuring the translation of Data and other commands from one application format into another, including:

(i) managing, on an end-to-end basis, integration-related Incidents;

(ii) managing exceptions, validating and ensuring the Data Centre;

(iii) managing, maintaining and supporting Application interfaces to/from third-party systems, including bespoke developed interfaces;

(iv) managing, maintaining and supporting Data conversions and exchanges; and

(v) managing and resolving Data integrity impacts of interface Incidents and Problems,

(d) providing Data and functional support to End Users participating in integration Incident and Problem remediation;

(e) applying integration changes in accordance with relevant enhancements and new releases;

(f) developing and provisioning any interface associated with the Register, including any necessary interfacing requirements of the relevant part of the end-to-end environment with which an Application is required to interface or integrate; and

(g) working with any Other Service Providers who are responsible for providing any Software, Equipment or System which is required to interface or integrate with the Register, including by:

(i) providing everything necessary for a reasonably qualified IT professional to provide or develop each interface which that other supplier is required to provide or develop;

(ii) providing any other relevant cooperation and assistance which is reasonably requested by Health from time to time; and

(iii) as requested by Health, providing certification that the relevant interface provided or developed by the other supplier will integrate and interface with the Register in accordance with the interface and interoperability requirements as specified by Health and will not otherwise negatively impact on the Application.

12.5 Application Lifecycle Management Services

12.5.1 Application Lifecycle Management Services means all services necessary to manage and administer the Register throughout its lifecycle, including:

(a) identifying and recommending to Health, on an Ongoing basis and ad hoc basis, any potential Modifications and enhancements to the Register which:

(i) may improve the Register usability, performance, and/or maintainability, including any improvements which are recommended by third parties; or

(ii) which are necessary to ensure the Register continues to perform in accordance with the applicable requirements, specifications, Service Levels and Design principals in a changed or changing end-to-end environment; and

(b) implementing and managing the Implementation of each Application Modification or enhancement Approved by Health.

12.6 Application Documentation Services

12.6.1 Application Documentation Services means all services necessary to generate, update, manage and maintain Documentation related to the support, management, maintenance and use of the Register (including End User Documentation and other Documentation reasonably requested by Health from time to time), including:

(a) the creation of new, or update to existing, Documentation as necessary, including to accommodate any changes to the Register or any related interfaces or integrations;

(b) providing any updated or new Documentation to Health for review and Approval;

(c) providing new or updated Documentation as reasonably requested by Health from time to time; and

(d) distributing updated and/or new Documentation to Service Provider Personnel and Health Personnel.

12.7 Application Environment Management Services

12.7.1 Application Environment Management Services means all services necessary to supply, operate and maintain, manage and administer the Software, tools and environments required to perform Applications Services (including each supported environment), including:

(a) scheduling and providing access to environments;

(b) supplying any Software development, testing tools and environments required;

(c) installing, configuring, maintaining and customising all Software and tools (e.g. testing tools) and environments; and

(d) operating and maintaining all Software, tools and environments, including the resolution of Defects in the Software, tools and environments.

13. IT Service Desk Services

13.1.1 The Service Provider must provide a Service Desk capability to support the Register with the following minimum characteristics:

(a) focus on resolving all End User interaction on first Contact;

(b) provision of resources with sound knowledge of National Cancer Screening Programs and the Register ICT environment;

(c) provision of resources that are End User focused and have the soft skills to engage and relate to End Users, including empathy and understanding;

(d) resources are responsive to End User requests and issues are resolved in a timely manner;

(e) resources are proactive in communicating, and resolving issues and escalations;

(f) ability to manage all Incidents and requests from initiation to closure;

(g) ability to identify and provide priority to VIP Users; and

(h) focus on continual improvement to deliver an improving service to End Users.

13.1.2 The Service Provider must provide the Service Desk activities that include, but are not limited to:

(a) logging all relevant Incident or Service Request details, allocating categorisation and prioritisation codes;

(b) providing first-line investigation and diagnosis;

(c) resolving those Incidents/Service Requests the Service provider is able to;

(d) escalating Incidents/Service Requests that are not Resolved within agreed timeframes;

(e) closing all Resolved Incidents, requests and other calls;

(f) conducting End User satisfaction call-backs or surveys as agreed; and

(g) communication with End Users – keeping them informed of Incident progress, notifying them of impending changes or agreed outages.

13.1.3 The Service Desk service is required to be available during Business Hours on Business Days in each State and Territory in which the Services are being provided, except during agreed downtime and maintenance windows.

13.1.4 The Service Provider Personnel providing support to the Service Desk must:

(a) be knowledgeable, suitably skilled and trained in dealing with End Users, Incidents, requests and queries; and

(b) develop and maintain a detailed working knowledge of the Register, the business functions and End Users supported by the Register, such that they are able to Resolve a high proportion of Incidents at the Service Desk without unnecessary referral to higher level support groups.

14. IT Service Management Services

14.1.1 The Service Provider must provide IT Service Management Services (the **ITSM Services**) to support the Register.

14.1.2 The ITSM Services must be implemented and delivered by the Service Provider as per the ITILv3 (2011) set of practices unless otherwise agreed by Health. The Service Provider must assure Health that the proposed ITSM processes are in the best interest of Health and in achieving the Outcomes.

14.1.3 The Service Provider must provide the ITSM Services so that all of the Service Levels in **Schedule 5 – Service Level and Service Standard Framework** are met, and the Outcomes are achieved.

14.1.4 The Service Provider's Service Management tool must provide support for the following Service Management processes:

(a) Incident Management;

(b) Problem Management;

(c) Change Management;

(d) Release and Deployment Management;

(e) Knowledge Management

(f) Service Catalogue Management;

(g) Event Management;

(h) Request Management;

(i) Performance Management;

(j) Capacity Management;

(k) Availability Management;

(l) Configuration Management;

(m) Operational Reporting;

(n) ICT Service Continuity;

(o) Disaster Recovery;

(p) Security Management; and

(q) Access Management.

14.1.5 The IT Service Management Services are defined further in sections 14.2 to 14.17 of this **Schedule 2 – Attachment B – Register ICT Service Requirements**.

14.2 Incident Management

14.2.1 The Service Provider must undertake Incident Management for the Register.

14.2.2 Incident Management means the function responsible for managing the lifecycle of all Incidents in accordance with the Incident Management procedure and Service Levels. The Service Provider must work with Health and Other Service Providers to provide an integrated end-to-end Incident Management service for the Register. Incident Management will be supported by policies with Health, the Service Provider and Other Service Providers.

14.3 Problem Management

14.3.1 The Service Provider must undertake Problem Management for the Register.

14.3.2 Problem Management means the function responsible for managing the lifecycle of Problems in accordance with the Problem Management procedure and Service Levels. The Service Provider must perform Problem Management for its Services and Infrastructure. The Service Provider will lead and provide an integrated end-to-end Problem Management process across the Service Provider, Health and Other Service Providers.

14.4 Change Management

14.4.1 The Service Provider must undertake Change Management for the Register.

14.4.2 Change Management means the function responsible for controlling and managing Changes in accordance with the Change Management procedure and the Service Levels. The Service Provider must perform Change Management for the Services.

14.5 Release and Deployment Management

14.5.1 The Service Provider must undertake Release and Deployment Management for the Register.

14.5.2 Release and Deployment Management means the function responsible for managing the lifecycle of releases from development/procurement through to Implementation and Acceptance.

14.6 Knowledge Management

14.6.1 The Service Provider must undertake Knowledge Management for the Register.

14.6.2 Knowledge Management means the function responsible for gathering, analysing, integrating, sharing and managing information related to the operation of the Services in accordance with the Knowledge Management procedure and Service Levels.

14.7 Service Catalogue Management

14.7.1 The Service Provider must undertake Service Catalogue Management for the Register.

14.7.2 Service Catalogue Management means the function responsible for providing a web based, single source of information on the Services that are available to End Users. The Service Provider must provide a Service Catalogue Management Service as appropriate to the Services.

14.8 Event Management

14.8.1 The Service Provider must undertake Event Management for the Register.

14.8.2 Event Management means the function responsible for detecting, analysing and managing events in accordance with the Event Management procedure and Service Levels.

14.9 Request Management

14.9.1 The Service Provider must undertake Request Management for the Register.

14.9.2 Request Management means the function responsible for dealing with Service Requests from End Users in accordance with the Request Management procedure and Service Levels.

14.10 Performance Management

14.10.1 The Service Provider must undertake Performance Management for the Register.

14.10.2 Performance Management means the function responsible for managing the delivery of Services in terms of quality and cost effectiveness in accordance with clause 44 of this Services Agreement and **Schedule 5 – Service Standard and Service Level Framework**.

14.11 Capacity Management

14.11.1 The Service Provider must undertake Capacity Management for the Register.

14.11.2 Capacity Management means the function responsible for ensuring that the capacity of the Register (including all Equipment, Software, storage and facilities) is sufficient to meet the Service Levels and Health's short, medium and long term business requirements in a cost effective and timely manner.

14.12 Availability Management

14.12.1 The Service Provider must undertake Availability Management for the Register.

14.12.2 Availability Management means the function responsible for defining, analysing, planning, measuring and improving all aspects of the Availability of the Services in accordance with the Availability Management procedure and the Service Levels.

14.13 Asset and Configuration Management

14.13.1 The Service Provider must undertake Asset and Configuration Management for the Register.

14.13.2 Configuration Management means the process that tracks all of the CIs in an ICT System which may be as simple as a single server, or as complex as the entire ICT Environment.

14.14 ICT Operational Reporting

14.14.1 The Service Provider must provide standard and ad-hoc reports on the operation, delivery and management of the Services, including:

(a) Account Management – the Service Provider must provide all necessary reports and underlying Data in the format prescribed by Health to support the Account Management function;

(b) Operational Reporting – including Incident, Problem, capacity and Change reporting. The Service Provider must provide all necessary Data (including historical Data) in the format prescribed by Health to assess the performance of Services;

(c) Service Level Reporting – the Service Provider must provide a monthly report that contains sufficient information for Health to assess performance against the Services Levels; and

(d) Incident Reporting.

14.14.2 The Service Provider must provide a secure, web enabled reporting system that enables Health to conduct ad-hoc and standard reports against the Services.

14.15 Disaster Recovery

14.15.1 The Service Provider must:

(a) liaise, co-operate and work with Health and Other Service Providers to develop a comprehensive Disaster Recovery Plan and provide comprehensive Disaster Recovery planning and management with regard to the Services;

(b) reduce the vulnerability and risk to the business of a Disaster by effective risk analysis and risk management;

(c) integrate its Disaster Recovery process with Health's Service Management processes, especially Incident Management, Change Management and Availability Management;

(d) work co-operatively with Health and Other Service Providers during Disaster Recovery testing; and

(e) ensure that the Disaster Recovery Plan is kept current over time as the System and its environment is changed.

14.15.2 In the event of a declared Disaster, the Service Provider must work co-operatively with Health and Other Service Providers to implement the Disaster Recovery Plan in order to recover the Services in accordance with agreed Disaster Recovery objectives, and do all things reasonably required to recover the Services.

14.16 Security Management

14.16.1 The Service Provider must perform Security Management for the Services.

14.16.2 Security Management includes the processes, procedures, policies and tools that ensure the confidentiality and integrity of all information, Data and IT services.

14.16.3 The Service Provider must provide an integrated end-to-end information Security Management Service for the Register.

14.16.4 The Service Provider must comply with the requirements of the Security Management Services to ensure the secure operation and administration of the Register.

14.16.5 The Service Provider must not, and must ensure that the Service Provider Personnel do not, without Health's prior written consent transfer or disclose Health Data or allow Health Data to be transferred or disclosed outside of Australia.

14.16.6 The Service Provider must recognise and cater for additional security requirements as may be required by Health from time to time in accordance with clause 9.2.4 of this Services Agreement for the secure operation of Health's business.

14.16.7 The Service Provider must provide Security Management Services to ensure the confidentiality, integrity and of the Register is maintained in compliance with Health's requirements in **Schedule 2 – Attachment D – Non-Functional Requirements.**

14.16.8 The Service Provider must appoint an IT Security Manager to manage security issues with regard to the Services.

14.17 Access Management

14.17.1 The Service Provider must provide Access Management for the Register.

14.17.2 Access Management means the function responsible for controlling access to the Register in accordance with the Access Management procedure and Service Levels.

15. IT Application Lifecycle Services

15.1 Overview

15.1.1 The Service Provider must provide all services necessary to support and maintain the Register and ensure that the Register performs in accordance with the relevant Outcomes, requirements and specifications set out in this Services Agreement and the Service Levels, including:

(a) Emergency Maintenance Services;

(b) Ad-hoc Query Services;

(c) Maintenance Release Services;

(d) Application Currency Services;

(e) Production Acceptance Services; and

(f) General Maintenance Services,

(together, **IT Application Lifecycle Services**).

15.2 Emergency Maintenance Services

15.2.1 The Service Provider must provide Emergency Maintenance Services for the Register.

15.2.2 Emergency Maintenance Services means all services necessary to design, develop, test and implement maintenance Modifications to the Register or the operating environment.

15.2.3 Emergency Maintenance Services include:

(a) designing and developing an urgent maintenance Modification in the form of a patch to, or new release of the Register or a Register component;

(b) working with Other Service Providers and third parties, that are likely to be involved in, or impacted by, the urgent maintenance;

(c) prior to Implementation in the Production Environment, installing and testing each urgent maintenance Modification in a suitable test environment to the extent possible to ensure testing can be performed to validate the patch or new release of the Register or Register component;

(d) providing details to Health of how the Register was restored and whether the restoration was an interim restoration or a final and permanent restoration;

(e) providing all assistance reasonably required by Health in relation to developing and performing User Acceptance Tests for the urgent maintenance Modification; and

(f) seeking Health's written Approval of any urgent maintenance Modification, prior to implementing it in the Production Environment. For clarity, any urgent maintenance Modification must not be implemented in the Production Environment without the prior written Approval of Health; and

(g) subject to Health's Approval, implementing urgent maintenance Modifications in Production.

15.3 Maintenance Release Services

15.3.1 The Service Provider must provide Maintenance Release Services for the Register.

15.3.2 Maintenance Release Services means all services necessary to support, manage, maintain and administer the performance by the Service Provider of performance of Ongoing maintenance of the Register and the Implementation of maintenance releases, including:

(a) preparing a monthly maintenance release plan for maintenance Modifications and minor enhancements, which must include details of, and a schedule for performance of any maintenance Modifications and any minor enhancements which the Service Provider proposes to perform during the relevant month;

(b) providing each maintenance release plan to Health for review and Approval and updating each maintenance release plan as reasonably directed by Health, including in relation to any prioritisation of minor enhancements and maintenance Modifications directed by Health;

(c) using reasonable endeavours to identify and notify to Health all problems and potential risks associated with Maintenance Release Services;

(d) developing a comprehensive contingency plan for each proposed maintenance Modification and minor enhancement that presents a potential high risk or impact to the Register or the Operational Services. Each plan must include a risk assessment, back-out procedures, notification and escalation lists, and work-around plans;

(e) implementing each maintenance release in an appropriate test environment and performing Production Acceptance Services as described in section 15.5 of **Schedule 2 – Attachment B – Register ICT Service Requirements** below;

(f) providing all assistance reasonably required by Health in relation to developing and performing User Acceptance Tests for the maintenance release;

(g) reviewing, scheduling and communicating all proposed changes to the Register to Health, including scheduling Implementation of maintenance releases during Approved outage windows to minimise disruption of normal business processes; and

(h) implementing the maintenance release into the Production Environment in a manner which minimises disruption to normal business processes.

15.4 Application Currency Services

15.4.1 The Service Provider must provide Application Currency Services for the Register.

15.4.2 Application Currency Services means all services necessary to ensure that Register versions and releases are maintained in accordance with version currency arrangements.

15.4.3 For clarity, the Service Provider must provide Application Currency Services for the Register regardless of age/version or support status of the Register or any Register component's from the original manufacturer and irrespective of whether the Service Provider or any other party is the licensee of the Register component.

15.5 Production Acceptance Services

15.5.1 The Service Provider must provide Production Acceptance Services for the Register.

15.5.2 Production Acceptance Services means all things necessary to achieve Production Acceptance, including testing whether or not each maintenance release, maintenance Modification and minor enhancement is ready for release into the Production Environment and otherwise meets the applicable Register requirements and Register specifications, including by:

(a) developing, Documenting, implementing and maintaining processes for identification, communication, and Approval of production Acceptance Criteria for maintenance releases and urgent maintenance Modifications;

(b) developing, managing and maintaining test cases and procedures;

(c) sourcing, preparing, managing and maintaining test Data; and

(d) testing maintenance releases and urgent maintenance modifications against the agreed production Acceptance Criteria and in accordance with the processes referred to in section 15.5.2(a) of **Schedule 2 – Attachment B – Register ICT Service Requirements**.

15.6 General Maintenance Services

15.6.1 The Service Provider must provide General Maintenance Services for the Register.

15.6.2 General Maintenance Services means all things necessary to maintain, optimise and fine tune Applications, including performing adaptive maintenance services to ensure that the Applications continue to operate in accordance with the Register's Functional and Non-Functional Requirements and the Service Levels.

16. Continual Service Improvement

16.1.1 The Service Provider must do all things necessary to deliver Continual Service Improvement (CSI). This includes, but is not limited to:

(a) continually align the Services with changing End User needs, and improve the value of the Services, including reducing costs;

(b) identifying and implementing improvements to the Register, the Register ICT Services, and the Operational Services delivered by the Service Provider; and

(c) providing input and recommendations to improve the delivery of Services to End Users.

16.1.2 The Service Provider must deliver CSI in accordance with the CSI principles described in **Schedule 3 – Management and Governance** in order to achieve the Outcomes.

17. Not used

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 2

ATTACHMENT C

FUNCTIONAL REQUIREMENTS

Table of Contents

Part 1: Functional Requirement Overview

1. Overview

1.1 Introduction

1.1.1 This **Schedule 2 – Attachment C** sets out the Functional Requirements for the Register in order to deliver the Outcomes specified in **Schedule 1 – Overview and Outcomes**.

1.1.2 This **Schedule 2 – Attachment C** should be read in conjunction with all Parts, Schedules and Attachments in this Services Agreement

1.1.3 The Service Provider must ensure the Register meets all the Functional Requirements.

1.1.4 The Service Provider must meet all Functional Requirements in accordance with Program Policy.

1.1.5 The Functional Requirements may be refined in Detailed Design within the total Services Agreement Charges.

1.2 Terms Used

1.2.1 Capitalised terms have the meaning given to them in **Schedule 8 – Glossary.** A number of additional capitalised terms which are not provided in **Schedule 8 – Glossary** but relate to specific functionality, processes or transactions within the Register, have the meaning provided in this **Schedule 2 – Attachment C** or are the names for functionality, processes or transactions within the Register.

1.3 Requirement Priorities

Priority Rating	Description
Core	Considered to be Core to the Functional Requirements. It is necessary for the Register to deliver most if not all of the Core requirements. It is anticipated that most of the Core requirements can be delivered without Modification to the commercially available Software.
Highly Desirable	Provides significant advantage to the Register, and benefits to Health. It is expected that a large portion of these requirements can be delivered by the Register.
Desirable	Provides benefits to Health; however the lack of the requirement must not compromise the overall benefits provided by the Register or impact the Core requirements.

Table 1: Requirement Priorities

2. Functional Scope

2.1.1 This section provides an overview of the key Functional Requirements that are fundamental to the Register required by Health and its State and Territory based counterparts, and to Health's future state strategy.

2.1.2 The diagram below depicts the functional landscape for the Register System. It includes all the expected functionality required to support the Program Pathways and the Register Operator.


Note: numbering does not imply process sequence)
1
Enquiries & Complaints
1.1 Register & manage communication
1.2 Register & manage communication
1.3 Register & manage complaint
2
Client Management
2.1 Create Participant
2.2 Complete Participant Details
2.3. Manage communication preferences
2.4 View Participant details
2.5 Manage Participant details
2.6 Register for online access
3
Invitation Services
3.1 Manage Invitation selection
3.2 Manage Invitation Exclusions
3.3 Maintain Invitation Schedule
3.4 Determine Invitation Selection
4
Web Content Management
4.1 View content
4.2 Author content
4.3 Review & Publish content
4.4 Print & Render in other Formats
5
Correspondence Management
5.1 View correspondence
5.2 Issue correspondence
5.3 Re-issue correspondence
5.4 Create & manage template
5.5 Manage correspondence Schedule
6
Participant Pathway Management
6.1 Program consent
6.2 Opt Off Program
6.3 Defer Screening
6.4 View & Print Pathway details
6.5 Manage Pathway details
6.6 Manage nominated Provider
6.7 Manage rescreen date
Colour key (service user)
Registered Users
General public
Register Operator & register system)


7
External 3rd Party Management
7.1 Create 3rd party
7.2 Manage communication preferences
7.3 View 3rd party details
7.4 Manage 3rd party details
7.4 Manage 3rd party channel details
8
Manage Data Exchange
8.1 Validate Data
8.2 Lodge Data
8.3 Retrieve data from Register
8.4 Verify Participant
8.5 Verify 3rd party details
8.6 Verify Nominated Provider details
8.7 Register Online Portal
9
Task Management
9.1 Receive Task notification
9.2 Manage data mismatch
9.3 Manage data exceptions
9.4 View Task Notification
9.5 Manage Task
10
Reporting & Data Analytics
10.1 Retrieve reports
10.2 Retrieve dataset
6.3 Browse data online
6.4 Report Design
6.5 Schedule Reports
11
Identity & Access Management
11.1 Authenticate user
11.2 Authorise User
11.3 Create User
11.4 View user details
11.5 Manage user details
11.6 Manage User Access
12
Monitoring & Compliance
12.1 Record Activity
12.2 View Activity Details
12.3 Create alert
12.4 View alert
12.5 Manage alert

3. Register Stakeholders

3.1 General Public

3.1.1 The general public accesses the Register to discover more information about National Cancer Screening Programs. Information discovery varies greatly depending on the concerns of the individual accessing the System. For example, information being provided includes Program reports, information about screening as well as targeted information for potential screening Participants.

3.1.2 The information being accessed is public website content. All information accessed is unclassified and fit for public consumption. Information is educational / informative in nature.

3.2 Eligible Australian

3.2.1 An Eligible Australian is a subset of the general public who is identified as being eligible to be invited to participate in the National Cancer Screening Programs. Eligibility is determined based on Program Policy. For example, all Australians between the ages of 50 to 74 for the Bowel Program. It should be noted that any woman who undertakes a cervical Screening Test will, irrespective of her eligibility, have her Test details recorded on and followed up by the Register and is deemed to be an Eligible Person for the purposes of this Services Agreement.

3.2.2 Eligible Australians have the same access to information as the general public.

3.3 Invitees

3.3.1 Invitees are a subset of Eligible Australians who are selected to receive an invitation, as defined in Program Policy.

3.3.2 There are Eligible Australians who will be excluded from being invited to screen, usually on medical grounds.

3.3.3 Invitees will have the same access as the general public and Eligible Australians as well as receiving invitations to screen, or pre-invitation correspondence and FOBT Kits.

3.3.4 Invitees are able to participate in screening under the National Cancer Screening Program as well as self-register, update their details online, defer their screening or Opt off the Register or Program.

3.3.5 Invitees have the same access to information as the general public.

3.4 Participant

3.4.1 Eligible Australians are able to transition to the Participant role by either consenting to screen or undertaking a Screening Test.

3.4.2 Participants are those persons who are in the process of being screened, or those persons that have been screened in the past and have not Opted off.

3.4.3 Participants receive an invitation to Re-screen, they can also receive ad-hoc correspondence/contacts/Reminders when they have not progressed through the Screening Pathway within the required timeframe (as per Program Policy).

3.4.4 At any time, Participants are able to update their own personal details which also include contact preferences and their nominated Healthcare Professional.

3.5 Healthcare Professional

3.5.1 For the Cervical Program, Healthcare Professionals perform the initial Test and send the Test to pathology to determine the results. For Bowel Program the Healthcare Professional is involved in providing advice to the Participant about steps throughout the Screening Pathway.

3.5.2 The Register is to receive timely information from the Healthcare Professionals in order for the Register to support accurate Pathway management.

3.5.3 Healthcare Professionals have the ability to register for access to the Register, and to set communication preferences. They can retrieve information from the Register such as:

(a) a Participant's details (including screening history, and invitation details);

(b) verify a person's participation in the Program;

(c) reports; and

(d) Reminders.

3.5.4 Healthcare Professionals are also able to update the Register with information such as:

(a) recommendation and referral details;

(b) Participant details; and

(c) screening details (i.e. that a Screening Test was performed).

3.6 Aboriginal health workers

3.6.1 Aboriginal health workers are a subset of Healthcare Professionals for the purposes of the Register.

3.6.2 In some instances (such as in remote areas of Australia) Aboriginal health workers are able to stock FOBT Kits and issue them to targeted Participants where needed. In these cases correspondence may also be directed through the Aboriginal health worker.

3.6.3 All information access as per Healthcare Professionals as well as:

(a) ability to update participation details (including issue of FOBT Kits); and

(b) ability to receive correspondence on behalf of nominated Participants.

3.7 Pathology Laboratories/Pathologist

3.7.1 The pathology Stakeholder includes Pathologists, including the histopathology specialty and the Pathology Laboratories where Pathologists work. Pathologists perform testing of any specimen taken from the Participant during the Participant's progress of the Screening Pathway.

3.7.2 The Register is to receive timely information from the Pathologist in order for the Register to support accurate Pathway management.

3.7.3 The Register is able to record contact details for Pathology Laboratories.

3.7.4 Pathologists have the ability to register for access to the Register, and to set communication preferences. They can retrieve information from the Register such as:

(a) a Participant's details (including clinical screening history);

(b) verify a person's participation in the Program;

(c) reports; and

(d) Reminders.

3.7.5 Pathologists are also able to update the Register with information such as Test results.

3.7.6 For the Bowel Program and Cervical Program hospitals are a location where some speciality and Pathology activities take place. Hospitals may also have their own overarching Software systems (separate to systems that Specialists or Pathologists use).

3.8 Contracted Pathology Laboratory

3.8.1 The Contracted Pathology Laboratory is a subset of the pathology Stakeholder unique to the National Bowel Cancer Screening Program.

3.8.2 All screening FOBT Kits are sent to the Contracted Pathology Laboratory for testing and the results are then sent to the Register, Participant and the Healthcare Professional.

3.8.3 The Contracted Pathology Laboratory is able to:

(a) verify a Participant's participation status and view their details;

(b) update a Participant's registration details; and

(c) provide the Test results for each FOBT Kit that is processed.

3.9 Specialist

3.9.1 The Specialist Stakeholder group includes individuals who perform Colonoscopies and Colposcopies.

3.9.2 Specialists have the ability to register for access to the Register, and to set communication preferences.

3.9.3 Participants are usually referred to Specialists when there is a positive Screening Test. Typically their role involves undertaking a diagnostic examination, administering treatment and taking biopsies/specimens for histopathology testing.

3.9.4 The Register is to receive timely information from the Specialist in order for the Register to support accurate Pathway management.

3.9.5 For the Bowel Program and Cervical Program hospitals are a location where some Specialist and Pathologist activities take place. Hospitals may also have their own overarching Software systems (separate to systems that Specialists or Pathologists use).

3.10 Participant Follow Up Function (PFUF) officers

3.10.1 For the Bowel Program the PFUF is delivered by PFUF officers, who are employed by the State and Territory Governments. Their primary role is to encourage Program Participants to progress through the Screening Pathway where they have received a positive FOBT result and are not recorded on the Program register as having attended the necessary follow-up including:

(a) a Healthcare Professional appointment; or

(b) a diagnostic assessment.

3.11 State and Territory Government

3.11.1 States and Territories will continue to deliver through the National Cervical Screening Program:

(a) local, flexible recruitment and health promotion activities, particularly with respect to under screened populations, including Aboriginal and Torres Strait Islander and Culturally and Linguistically Diverse communities, that aim to increase screening participation rates;

(b) cervical screening and follow-up services in state funded facilities such as Women's Health Clinics and Colposcopy clinics (noting that Colposcopy clinics are not currently available in all jurisdictions);

(c) cervical Screening Test collector training (noting that this is not consistently undertaken or funded in all jurisdictions); and

(d) local Data collection and reporting activities as required.

3.11.2 Under the Bowel Program:

(a) local, flexible recruitment and health promotion activities, particularly with respect to under screened populations, including Aboriginal and Torres Strait Islander and Culturally and Linguistically Diverse communities, that aim to increase screening participation rates;

(b) Colonoscopy services in State funded facilities; and

(c) delivery of the PFUF as per section 3.10.

3.12 Register Operator

3.12.1 The Register Operator is the Service Provider that is responsible for the day-to-day operation of the Register. The Register Operator manages (or supports the management of) all Data held within the Register. The Register Operator provides telephone support services for End Users. The Register Operator provides Program Pathway management including some follow-up activities and Data exception management.

3.12.2 In order to perform functions as described above, the Register Operator must:

(a) view and manage Participant, Healthcare Professional and Pathology Laboratory details, including updating contact preferences;

(b) view and manage Program Pathway details;

(c) view and issue correspondence;

(d) have the ability to manage and resolve enquiries and complaints;

(e) author and/or publish web content;

(f) view/resolve Data exceptions such as mismatched Data; and

(g) create and publish operational reports.

3.13 Australian Government Department of Health

3.13.1 Health funds and administers the delivery of the Bowel Program, including PFUF and funds provision of the HPV Test for the Cervical Program, as well as Healthcare Professional and a proportion of Specialist follow up appointments via the Medicare Benefits Schedule.

3.13.2 With respect to the National Bowel Cancer Screening Program, Health delivers:

(a) national communication campaigns to promote participation in all population subgroups, including Aboriginal and Torres Strait Islander and Culturally and Linguistically Diverse people;

(b) training and communication campaigns to promote Healthcare Professional engagement in the National Bowel Cancer Screening Program;

(c) alternative pathways to improve access to the National Bowel Cancer Screening Program by disadvantaged groups, such as Aboriginal and Torres Strait Islander people and rural and remote communities; and

(d) National Bowel Cancer Screening Program strategies to improve access to and quality of follow-up Colonoscopy services provided in States and Territories through usual care.

3.13.3 With respect to the National Cervical Screening Program, Health:

(a) co-ordinates national activities to report on and improve the performance of the National Cervical Screening Program including safety and quality monitoring and evaluation

Part 2: Functional Requirement Detail

4. Recruit Participant

4.1 Business Scope

4.1.1 This activity represents the process of selecting the Program cohort to be invited to screen, identifying those persons that are to be excluded from the invitation process and then issuing correspondence inviting the person to screen or Re-screen and participate in the Program. This activity:

(a) supports the process of inviting those persons identified as Newly Eligible persons, Never Screened persons, Under-screened persons and Participants due for Re-screening; and

(b) supports the process of excluding persons that have Opted off the Program, Deferred screening, have medical conditions preventing screening, are deceased or have other reasons identified for not being invited.

4.2 Functional Scope

4.2.1 It is expected that this activity will be fully automated.

4.2.2 The Register will retrieve the population cohort Data from DHS to determine the Eligible Australians for the invitation run – Newly Eligible persons. The population cohort Data for those persons that have Never Screened will already be loaded into the Register.

4.2.3 For those persons due for a Re-screen within the Register, the Register will check with external sources where possible to ensure that the person has not become deceased before issuing the invitation.

4.2.4 The Register will then identify those persons to be excluded from being invited based on Program Policy to be determined, using external Data sources where applicable e.g. MBS Data items for recent medical procedures.

4.2.5 When a person is excluded, the exclusion reason will be recorded. A Re-screen date where appropriate is set.

4.2.6 When a person is identified to be invited, the invitation details will be recorded.

4.2.7 For those Eligible Australians that are Newly Eligible persons or Never Screened, the invitation will be initially sent by mail as communication preferences would not yet be set for that individual.

4.2.8 For those persons due for Re-screen, the invitation will be sent via the person's preferred communication channel (e.g. email, SMS, mail).

4.2.9 All Data exchanges will have Secure Messaging Protocols and will confirm success or failure of transmission.

4.2.10 Data exchange failures will trigger a task notification for manual follow-up.

4.3 Business Trigger

4.3.1 This process will be triggered as follows:

(a) when the Re-screen date is due;

(b) for Newly Eligible persons - on a regular basis when their qualifying age is reached; and

(c) for Never Screened persons - at Implementation and ongoing on a scheduled and an ad hoc basis (cervical).

4.4 External Data sources

4.4.1 External Data sources include but are not limited to:

(a) Department of Human Services Data identifying those Eligible Australians;

(b) Department of Veteran Affairs Data;

(c) Medicare Benefits Schedule Data; and

(d) Birth, Deaths and Marriages death processing Data (births, deaths and marriages if possible).

4.5 Dependencies

4.5.1 Dependencies include but are not limited to:

(a) Never Screened persons being loaded and identified at Implementation;

(b) DHS system interface;

(c) Medicare enrolment data access;

(d) DVA Data access;

(e) BDM Data access; and

(f) Privacy Impact Assessment (**PIA**) recommendations.

4.6 Outputs

4.6.1 Outputs include but are not limited to:

(a) invitation correspondence;

(b) Participant records;

(c) Excluded Eligible Australians;

(d) welcome packs (Cervical Program);

(e) Exclusion from the Bowel Program letter;

(f) deceased records; and

(g) notification to Healthcare Professional that Re-screen is due.

4.7 General Requirements

4.7.1 The Register must support a recruitment process by sending invites to those Eligible Australians based on a population denominator, as identified as meeting the requirements for each Program cohort.

4.7.2 The Register will require population Data from the Medicare enrolment data and DVA Data held in DHS.

4.7.3 The Register will identify the population cohort of Eligible Australians relevant for the particular Program, including:

(a) for the National Cervical Screening Program, the cohort is women aged 25 to 74 years; and

(b) for the National Bowel Screening Program, the cohort is currently persons aged 50, 55, 60, 65, 70 and 74. This will change between 2015 to 2020 as biennial screening is implemented for all Australians between the ages of 50 and 74.

4.7.4 The Register must be able to invite those persons that are:

(a) Newly Eligible persons for the Program (they have now reached their age qualifying birthday) and including those that have been previously invited but did not respond;

(b) identified as Never Screened persons and are eligible for screening;

(c) identified as requiring a Re-screen (have previously screened and have a Re-screen date);

(d) identified as having Deferred and their Deferment period has ended; and

(e) eligible for screening but as they reside in a designated Hot Zone their invitation was Delayed and their invitation date is now due.

4.7.5 Invitations are not to issue to persons:

(a) who are deceased (where known);

(b) not eligible for the Program;

(c) who have indicated they do not wish to participate or consent to be on the Register (Opt off);

(d) who have medical reasons for not participating;

(e) who are in the Bowel Program and in Hot Zones and it is not yet appropriate to issue the Bowel Program FOBT Kit;

(f) who have indicated that they would like to Defer their Screening Test;

(g) who have indicated another reason for Exclusion (e.g. are Participants in an alternative Pathway Program or sanctioned research Participants); and

(h) who have elected not to receive contact from the Register.

4.7.6 Invitations are able to be Delayed to cater for situations such as natural disasters, exclusion Hot Zones or Mailhouse operational issues.

4.7.7 Where invitations are sent via mail they must be sent in accordance with Mailhouse requirements.

4.7.8 Correspondence will be issued via the nominated preferred communication channel.

4.7.9 The Register will publish details of Program participation status (not Tests) to an Eligible Australian's My Health Record, where available, through an agreed interface that addresses the Eligible Australian's consent, subject to any relevant Statutes. This will be agreed by the Parties during Detailed Design.

Req ID no.	Requirement	Requirement Priority	Program
FR-1.01	The Register will create a Participant record for each person identified as being eligible for screening and each record will be unique.	**Core**	Bowel, Cervical
FR-1.02	The Register will use the IHI as the Participant's primary identifier and this identifier will be used in matching incoming Data with the Participant record.	**Core**	Bowel, Cervical
FR-1.03	The Register will have the ability to associate other identifiers with the Participant record. For example, Medicare number, legacy register identifiers and any other State and Territory based identifiers.	**Core**	Bowel, Cervical
FR-1.04	The Register will not create duplicate records.	**Core**	Bowel, Cervical
FR-1.05	The Register will create a Screening Round relevant for the Program that the person is eligible to screen under.	**Core**	Bowel, Cervical
FR-1.06	Each Screening Round starts from the invitation process through to closure. The Register will support each Screening Round until closure.	**Core**	Bowel, Cervical
FR-1.07	A Participant can be in more than one Screening Program. A Participant can be undergoing more than one Screening Round at any time but not for the same Program.	**Core**	Bowel, Cervical
FR-1.08	A Participant can only have one Screening Round open at a time. If there are instances where more than one Screening Round is open these will be managed by exception.	**Core**	Bowel, Cervical
FR-1.09	The Register will identify the following cohorts for invitation and issue the relevant invitation (where applicable for that Program): a. those Eligible Persons that are Newly Eligible persons; b. those Participants that are due for Re-screen; c. those Eligible Persons that have Never Screened; and d. those Participants that are Under Screened persons.	**Core**	Bowel, Cervical

Req ID no.	Requirement	Requirement Priority	Program
FR-1.10	The Register will use DHS Data to identify those persons as being Newly Eligible persons for an invitation to screen based on identifying those Eligible Australians that have reached their qualifying birthday.	**Core**	Bowel, Cervical
FR-1.11	The Register will use Data sourced from DHS to identify those persons that have Never Screened. These are all the persons that: a. are identified in the Medicare/DVA Data as eligible for the Cervical Program, and b. those that do not exist in the Register after Data migration, or are in the Register identified as Never Screened.	**Core**	Cervical
FR-1.12	The Register will request the following Data items from DHS for each person identified as being eligible but not limited to: a. name details; b. address details; c. IHI; d. Medicare number; e. gender; f. date of birth; g. telephone details; h. deceased indicator; i. Aboriginal and Torres Strait Islander status, Cultural and Linguistic Diversity Status; and j. other Data as required.	**Core**	Bowel, Cervical
FR-1.13	The Register will allow for amended eligibility requirements which may impact the way in which the interface with DHS is established, and what Data is extracted.	**Core**	Bowel, Cervical

Req ID no.	Requirement	Requirement Priority	Program
FR-1.14	The Register must be able to be configured in a way so that additional Data sources may be used to identify the Eligible Australian screening cohort (e.g. inclusion of individuals that do not hold a Medicare or DVA card). This may be a future requirement.	**Core**	Bowel, Cervical
FR-1.15	The Register will not invite those Newly Eligible persons that already exist in the Register and will not create new Participant records.	**Core**	Bowel, Cervical
FR-1.16	The Register will close the Participant record with a reason of ‘deceased’, where a Newly Eligible person does exist in the Register and DHS have advised the person is deceased.	**Core**	Bowel, Cervical
FR-1.17	The Register will have the ability for the reactivation of Participant records that have been closed.	**Core**	Bowel, Cervical
FR-1.18	The Register will identify those Participants that are due for Re-screen when their Re-screen date is due.	**Core**	Bowel, Cervical
FR-1.19	The Register will invite Newly Eligible persons at the time of their age qualifying birthday	**Core**	Bowel, Cervical
FR-1.20	The Register will select those persons that are Under-screened persons and will issue an invitation when appropriate.	**Core**	Cervical
FR-1.21	The Register will be able to identify persons in the Register that require targeted correspondence and issue the targeted correspondence.	**Core**	Bowel, Cervical

Req ID no.	Requirement	Requirement Priority	Program
FR-1.22	The Register must be able to exclude certain Eligible Persons from being invited based on the applicable Program specific business rules. These excluded persons are not to be invited to screen or re-screen. An Eligible Person who will not receive an invitation, is someone who: a. has had a recent medical procedure or other medical condition that may exclude them from screening; b. has elected to Opt off the Program; c. has indicated they do not wish to receive any correspondence; d. has indicated that they need to Defer their screening for a defined period; e. is deceased; f. is excluded from the Bowel Program through participation in a sanctioned Program or due to Participant being in an alternative Program (e.g. research Participant or alternative screening Pathway or targeted screening activity); and g. is excluded due to particular results of previous Screening Rounds.	**Core**	Bowel, Cervical
FR-1.23	The Register will be able to exclude a Participant permanently for a defined period of time.	**Core**	Bowel, Cervical
FR-1.24	The Register will issue correspondence to certain persons excluded from being invited. The correspondence will indicate that they have been excluded from being invited and why.	**Core**	Bowel

Req ID no.	Requirement	Requirement Priority	Program
FR-1.25	The Register will retrieve MBS item Data from DHS to check for recent medical procedures that may exclude the person from invitation for a specific Program. a. The Register will not invite those persons that have had recent relevant medical procedure. b. The Register will update their Participant record with the reason for exclusion recorded. c. The Register will set a future invite date for a newly eligible person or a future Re-screen date for those Participants due for Re-screen. d. The Register will permanently exclude those persons from being invited to screen for a particular Program as a result of having a medical procedure that will never require that person to screen under the Program.	**Core**	Bowel, Cervical
FR-1.26	The Register will issue invitation correspondence specific to the cohort that the Invitee belongs to within the Program (where applicable for that Program) including: a. Newly Eligible persons; b. Never Screened persons; c. Under screened persons; and d. Re-screen Participants.	**Core**	Bowel, Cervical
FR-1.27	The Register will issue the invitation correspondence for those identified as Newly Eligible persons or as having Never Screened, to their address as recorded by Medicare/DVA.	**Core**	Bowel, Cervical
FR-1.28	The Register will send Re-screen correspondence by the Participant's preferred communication channel where nominated.	**Core**	Bowel, Cervical
FR-1.29	The Register will send Re-screen correspondence to the Participant's Authorised Representative where nominated.	**Core**	Bowel, Cervical
FR-1.30	The Register will attempt to confirm that the person has not become deceased before sending an invitation. Deceased persons will not be sent invitation correspondence.	**Core**	Bowel, Cervical

Req ID no.	Requirement	Requirement Priority	Program
FR-1.31	The Register will allow a Healthcare Professional to notify the Register that an Eligible Person's invitation is to be deferred, delayed or they will Opt off the Program.	**Core**	Bowel, Cervical
FR-1.32	The Register will allow a Healthcare Professional to change the Re-screen date.	**Core**	Bowel, Cervical
FR-1.33	The Register will provide the ability to delay invitations for Eligible Persons based on parameters such as postcode or the locations to support those in natural disaster situations or those who reside in designated Hot Zones (Bowel Program only). A new screen date must be set.	**Core**	Bowel, Cervical
FR-1.34	The Register will invite those persons living in postcodes that are within the Hot Zone in accordance with the Hot Zone policy. Their invitation may be delayed for a period of time and will be reissued once the delay period has ended.	**Core**	Bowel
FR-1.35	The Register will notify the Participant's nominated Healthcare Professional indicating that an invitation has been sent.	**Core**	Bowel, Cervical

5. Manage Participation in Program

5.1 Business Scope

5.1.1 This activity is about the management of the person's response to the invitation to screen or Re-screen. In response to an invitation, the person can choose to:

(a) Opt off the Program (each Program has specific Opt off policies. In general terms, Opting off describes the action of a Participant to indicate that they do not wish to participate in the Program. Opting off will be specific to Program Policy rules and can include no Program participation, no record of participation recorded on the Register, or no contact via correspondence from the Register);

(b) register their Participant details including nominating their Healthcare Professional and their preferred communication channel;

(c) if under the Cervical Program:

(i) visit their preferred Healthcare Professional for a Screening Test; or

(ii) Defer their screening for a defined period;

(d) if under the Bowel Program:

(i) complete the Test in the FOBT Kit and send to the Contracted Pathology Laboratory;

(ii) Defer receiving the FOBT Kit; or

(iii) request a replacement FOBT Kit.

5.1.2 If the Invitee has registered their nominated Healthcare Professional, the Register can notify the Healthcare Professional of the person's eligibility in the Program to assist in the recruitment into the Program.

5.2 Functional Scope

5.2.1 After a set period (guided by the Program Policy and/or the Clinical Management Guidelines) following the issue of the invitation for the Bowel Program, the Register will trigger the issue of FOBT Kit to the Invitee/Participant. The Register will check the address with Medicare enrolment data to ensure currency of the address.

5.2.2 The Register will not trigger the issue of the FOBT Kit if the Invitee/Participant has nominated to Opt off, Defer their screening, or there is information recorded preventing the issue of the FOBT Kit i.e. Hot Zone.

5.2.3 The FOBT Kit will issue from the contracted Mailhouse to the person's physical address.

5.2.4 The participation details can be:

(a) registered by the Invitee using Self-service;

(b) updated by the Participant using Self-service;

(c) registered by the Healthcare Professional/Aboriginal health worker with consent of the Invitee;

(d) updated by the Healthcare Professional/Aboriginal health worker with consent;

(e) sent to the Register by the Contracted Pathology Laboratory;

(f) registered by the Register Operator after receiving Contact (paper or telephone) from the Invitee or Participant;

(g) registered by the Register Operator after receiving a cervical Test from a Pathology Laboratory, and being unable to match it to any pre-existing Register Participants (i.e. a new Participant is added); and

(h) updated by the Register Operator after receiving Contact (paper or telephone) from the Invitee or Participant;

5.2.5 Once the participation details have been recorded or updated, the Register will issue a notification to the Invitee/Participant's Healthcare Professional, (where this is known) advising them that the person has consented to participate.

5.2.6 The Register will validate all Data on entry.

5.2.7 The Register will issue a Reminder(s) after a specified time to the Invitee/Participant when no response is received from the Invitee/Participant and a Screening Test has not been undertaken.

5.2.8 The Register will issue a Reminder(s) to the Invitee/Participant's Healthcare Professional (where this is known) when no response is received from the Invitee/Participant and a Screening Test has not been undertaken.

5.3 Business Trigger

5.3.1 This process will be triggered as follows:

(a) after a set period (guided by the Program Policy and/or the Clinical Management Guidelines) following the invitation had been sent according to the Program Policy;

(b) when Healthcare Professional details are recorded; and

(c) when a Reminder correspondence is due to issue.

5.4 External Data sources

5.4.1 External Data sources include but are not limited to:

(a) Medicare / DVA enrolment Data to check address details for issue of the FOBT Kit

(b) IHI service for unique identifier; and

(c) other external Data as required (with appropriate authorisation).

5.5 Outputs

5.5.1 Outputs include but are not limited to:

(a) notification to Mailhouse to issue FOBT Kit;.

(b) notification to a Healthcare Professional; and

(c) Reminder correspondence to Healthcare Professional, Pathologist and Invitee/Participant.

5.6 General Requirements

5.6.1 To increase participation, it is important to include the person's Healthcare Professional as early as possible in the process by notifying the Healthcare Professional when:

(a) an invitation to screen or Re-screen has been issued; and

(b) Reminder correspondence is sent to the Participant.

5.6.2 To increase participation in the Bowel Program for Aboriginal and Torres Strait Islander persons, the Register must support an alternative Pathway where the FOBT Kit is not issued to the Invitee/Participant but provided to them by a provider or facility.

5.6.3 For the Bowel Program to reduce the cost of sending out FOBT Kits:

(a) the Register is to identify when a FOBT Kit is not required;

(b) the Register is to obtain the most current physical address for the Invitee/Participant;

(c) the Register is to support the Invitee/Participant being able to update their own information as early as possible in the process by providing Self-service ability; and

(d) the Register will attempt to ensure that the person has not become deceased.

5.6.4 A person can Opt off a Program at any time.

5.6.5 A person can choose to have their information recorded, but have communications suspended at any time.

5.6.6 Suspended communications can be indefinite or for a set period of time.

5.6.7 For the Bowel Program ad-hoc eligible Opt ons must be able to be sent a FOBT Kit.

5.6.8 Correspondence will not be issued to persons who have become deceased.

5.6.9 All End Users of the Register that wish to access non-publically available material in the Register must be registered and authorised to access the Register.

Req ID no.	Requirement	Requirement Priority	Program
FR-2.01	The Register will allow the Invitee to update their participation details via Self-service or contact the Register Operator who can enter the details on their behalf.	**Core**	Bowel, Cervical
FR-2.02	The Register will allow an Invitee to use Self-service (via URL in the invitation) to update their details.	**Core**	Bowel, Cervical
FR-2.03	The Register will capture participation personal details that includes but is not limited to: a. preferred name; b. contact details; and c. Aboriginal and Torres Strait Islander status and Cultural and Linguistically Diverse status.	**Core**	Bowel, Cervical
FR-2.04	The Register will capture participation details that includes but is not limited to: a. communication preferences (indicating channel and address); b. nominated Healthcare Professional; c. consent to in the collection and use of information by the Program; and d. contact details including a nominated contact Participation status.	**Core**	Bowel, Cervical

Req ID no.	Requirement	Requirement Priority	Program
FR-2.05	The Register will provide the ability for End Users to nominate their preferred communication channels for both formal and informal correspondence: a. paper; or b. email; or c. SMS. Note: • Other channels may be proposed. For example, integration with Software systems, or secure electronic download (i.e. digital mailbox). • The End User will provide the address relevant to the channel type. When a street address is entered, the address must be a valid Australian address. • Selection of a communication preference does not negate the need to collect core contact details. For example: o regardless of communication preferences a telephone number is needed to allow for Follow up; and o for the delivery of FOBT Kits (Bowel Program) a street address is required.	**Core**	Bowel, Cervical
FR-2.06	Where communication preferences are being set, the Register will support the ability for preferences for formal communication, and preferences for informal communication. These will be underpinned by business rules. For example, “no formal communication may be transmitted by SMS”. It should be noted that different communication channels may be available for different Stakeholder groups. For example, integration with Software systems for Healthcare Providers and myGov for Participants.	**Highly Desirable**	Bowel, Cervical
FR-2.07	The Register will provide the ability for an Invitee or Participant to nominate to Opt off the Program and not receive any further communication from the Register for that Program (apart from an Opt off ‘receipt’).	**Core**	Bowel,

Req ID no.	Requirement	Requirement Priority	Program
FR-2.08	The Register will provide the ability for the Invitee or Participant to nominate to Opt off the Register.	**Core**	Bowel, Cervical
FR-2.09	The Register will provide the ability for an Invitee or Participant to nominate to continue participating in the Program but to suspend all communication.	**Core**	Cervical
FR-2.10	Suspended communications can be indefinite, or for a set period of time.	**Core**	Cervical
FR-2.11	The Register will provide the ability for the Invitee or Participant to Opt off via Self-service or by contacting the Register Operator or via their Healthcare Professional.	**Core**	Bowel, Cervical
FR-2.12	The Register will allow an Invitee or Participant to nominate to Defer their screening for a defined period. The Register will set the date at which they are to be reinvited to screen.	**Core**	Bowel
FR-2.13	The Register will notify the nominated Healthcare Professional via their preferred communication channel that an invitation has been sent to the Invitee or Participant.	**Core**	Bowel, Cervical
FR-2.14	The Register will notify the nominated Healthcare Professional (where known) via their preferred communication channel that a person has elected to Opt off the Program, Defer their Screening Round or have elected to suspend Contact.	**Core**	Bowel, Cervical
FR-2.15	The Register will trigger the issue of the FOBT Kit to the Invitee or Participant after a set period (to be nominated by Health) following the pre-invitation to screen or Re-screen had been sent.	**Core**	Bowel
FR-2.16	The Register will not trigger the issue of the FOBT Kit to those persons that have been sent a pre-invitation, but have: a. Opted off from participating in the Program; or b. have Deferred their FOBT Kit test; or c. where it is known they have become deceased.	**Core**	Bowel
FR-2.17	The Register will ensure the currency of the person's address for the issue of the FOBT Kit.	**Core**	Bowel

Req ID no.	Requirement	Requirement Priority	Program
FR-2.18	The Register will issue a Screening Round Test invitation Reminder to those Invitees/Participants that have not yet screened after a set period following the invitation had been sent (are overdue) and have not yet elected to Opt off the Program. Reminders will also issue to the Invitee/Participants nominated Healthcare Professional.	**Core**	Bowel, Cervical
FR-2.19	The Register will allow authorised Healthcare Professionals to view the status of an Invitee or Participant and update where required with the person's consent. i.e. – Opt off on behalf of Invitee, Defer the Screening Round, with the person's consent.	**Core**	Bowel, Cervical
FR-2.20	The Register will allow authorised Healthcare Professionals to register a person as an Opt off due to medical conditions with the person's consent. This person does not have to already exist in the Register.	**Core**	Bowel, Cervical
FR-2.21	A Healthcare Professional can register and screen an Eligible Person as a Participant without an invitation.	**Core**	Cervical
FR-2.22	The Register will provide the ability to issue welcome correspondence to a Participant where the Participant has not been invited but has been screened by the Healthcare Professional.	**Core**	Cervical
FR-2.23	The Register will support returned mail processing including electronic correspondence exception processing.	**Core**	Bowel, Cervical
FR-2.24	The Register will provide the ability for a FOBT Kit to be provided to an Eligible Australian by a designated Health Professional or facility (the Contracted Pathology Laboratory). The designated Health Professional or facility will update the Register indicating that a FOBT Kit has been provided.	**Core**	Bowel
FR-2.25	The Register must Close the bowel Screening Round if the FOBT Kit is not returned within 12 months. A person only has 12 months from the date of issue of the FOBT Kit to return the completed Test to the Contracted Pathology Laboratory.	**Core**	Bowel
FR-2.26	The Register will trigger the issue of a replacement FOBT Kit when requested by an Invitee, Healthcare Professional or Contracted Pathology Laboratory.	**Core**	Bowel

Req ID no.	Requirement	Requirement Priority	Program
FR-2.27	The Register will record any reasons preventing a person from participating in a Screening Round. This information can be provided by the: a. person using Self-service; b. person's Healthcare Professional; or c. Register Operator.	**Core**	Bowel, Cervical
FR-2.28	The Register will provide the ability for a Healthcare Professional with the Participant's consent to manually Opt on a Participant that is eligible but may have Opted off. This will trigger the calculation of a Re-screen date.	**Core**	Bowel, Cervical
FR-2.29	The Register will provide the ability for a person to Opt on if they had previously nominated to Opt off. The Opt on will trigger the calculation of the Re-screen date.	**Core**	Bowel, Cervical
FR-2.30	The Register will support periodical communications to Participants requesting confirmation of participation details where required.	**Highly Desirable**	Bowel, Cervical

6. Manage Screening

6.1 Business Scope

6.1.1 This activity is the management of the Participant's screening details from Screening Round testing through to Screening Round Test results and ensuring that the Participant continues along the Program Pathway when their Tests results are positive.

6.1.2 Under the Cervical Program, the Participant will visit her preferred Healthcare Professional and have a Screening Round Test. The Test (either Healthcare Professional collection or self-collected) will be sent by the Healthcare Professional to a Pathology Laboratory for testing. The Pathology Laboratory will interact with the Register to obtain the history for the Participant to support clinical decision making. The Pathology Laboratory will notify the Healthcare Professional and the Register of the results.

6.1.3 Under the Bowel Program, the Participant will complete the FOBT Kit at home and send it in to the Contracted Pathology Laboratory for testing. The Contracted Pathology Laboratory will verify the Participant is in the Program, validate the FOBT Kit and then undertake the testing of the sample. The results will be sent to the Healthcare Professional, Register and the Participant.

6.1.4 Reminders will be issued from the Register after positive results have been found and the Participant has not visited their Healthcare Professional within a set period, to ensure that the person continues to the next stage of the Program Pathway.

6.1.5 Follow up protocols, as per Program Policy, will be invoked where necessary to ensure that the Test results are received and follow-up procedures are followed where required.

6.2 Functional Scope

6.2.1 The Register Operator will be expected to handle any Data matching exceptions or Data exchange exceptions.

6.2.2 In the Cervical Program:

(a) the transmission of Data about the Participant will be provided by Electronic Data Exchange using the Healthcare Professional's vendor Software. Where the Healthcare Professional does not have vendor Software, the information will be entered electronically via the Register Online Portal;

(b) the transmission of Data about Test details will be provided by Electronic Data Exchange using the Healthcare Professional's vendor Software. Where the Healthcare Professional does not have vendor Software, the information will be entered electronically via the Register Online Portal or via paper sent to the Register for Data entry; and

(c) the Register will provide clinical history to Pathology Laboratories and Healthcare Professionals.

6.2.3 The Data will be primarily matched using the unique IHI.

6.2.4 Where the person cannot be uniquely identified, an exception process will be triggered and the Register Operator will need to match the person manually.

6.2.5 For the Bowel Program the Register will confirm to the Contracted Pathology Laboratory that the person being screened is a Participant of the Program.

6.2.6 The transmission of Data about the Participant from the Contracted Pathology Laboratory will be provided electronically.

6.2.7 Where a negative result is recorded, the Register will set the Re-screen date for the Participant and Close the Screening Round for the Participant.

6.3 Business Trigger

6.3.1 This process will be triggered as follows:

(a) a Person has a cervical Screening Round with Healthcare Professional; and

(b) a FOBT Kit is received by the Contracted Pathology Laboratory.

6.4 External Data sources

6.4.1 External Data sources include but are not limited to:

(a) Test details from the Healthcare Professional;

(b) Test results from the Contracted Pathology Laboratory for the Bowel Program (and Healthcare Professional details and change of address where provided);

(c) Test results from Pathology Laboratory for the Cervical Program; and

(d) IHI service.

6.5 Dependencies

6.5.1 Dependencies include but are not limited to:

(a) Data from external sources.

6.6 Outputs

6.6.1 Outputs include but are not limited to:

(a) clinical history to Pathology Laboratory for the Cervical Program;

(b) confirmation that the Participant is in the Bowel Program;

(c) Data matching exceptions;

(d) Data exchange exceptions;

(e) Reminder notification for pathology results; and

(f) reconciliation reports to Pathology Laboratory.

6.7 General Requirements

6.7.1 The Register will provide the ability for the Pathology Laboratory to request and receive clinical history about a Participant electronically.

6.7.2 The Data being provided by Healthcare Professionals and Pathology Laboratories will occur electronically, primarily via Electronic Data Exchange. The Register will use the IHI to match

incoming Data with the correct Participant in the Register. Where the Data cannot be matched, an error notification will be sent to the Register Operator.

6.7.3 Where Electronic Data Exchange is not possible, the Healthcare Professionals and Pathology Laboratories will have the ability to enter Data in via the Register Online Portal.

6.7.4 When the Data cannot be provided electronically, the external Data provider will have the option to report by paper. It is expected that the Register Operator will then key in Data from paper.

6.7.5 The collection of cervical Data must meet national standards.

6.7.6 The collection of bowel Data must be in accordance with Approved Program forms.

6.7.7 Correspondence is not issued to persons who have become deceased.

6.7.8 For the Cervical Program the Participant will visit her Healthcare Professional to have a HPV Test. Where eligible she can elect to 'self-collect'. The Screening Round Test will indicate whether the Test was self-collect or not.

6.7.9 The Register will not collect Data for Participants that have not consented to participate in the Program.

6.7.10 The Register will provide activity reports to the Pathology Laboratory for the requests for clinical history against the receipt of cytology results.

Req ID no.	Requirement	Requirement Priority	Program
FR-3.01	The Register will collect whether the cervical Test was 'self- collect' or not.	**Core**	Cervical
FR-3.02	The Register will verify with the Contracted Pathology Laboratory that the person having the Screening Round Test is a Participant of the Program and indicate when the person is not.	**Core**	Bowel
FR-3.03	At any time, if the Register receives Data for a person that is not a consenting Participant, no information will be retained.	**Core**	Bowel
FR-3.04	The Register will allow the Healthcare Professional undertaking the Screening Round Test to update the Register electronically with the details of the Screening Round Test. The preferred method is by Electronic Data Exchange using eHealth Secure Messaging Protocols.	**Core**	Bowel, Cervical
FR-3.05	The Register will support alternative Electronic Data Capture where the Healthcare Professional cannot use Electronic Data Exchange. They will be able to lodge their data via a Register Online Portal (Electronic Data Capture).	**Core**	Bowel, Cervical
FR-3.06	The Register will also support the Healthcare Professional reporting their Data on paper. This Data will then need to be entered into the Register by the Register Operator.	**Core**	Bowel, Cervical
FR-3.07	The Register will also support an Invitee or Participant self-reporting Screening Round. This Data will then need to be entered into the Register by the Register Operator and may need to be verified manually by contact with the Participant's preferred Healthcare Professional.	**Core**	Cervical

Req ID no.	Requirement	Requirement Priority	Program
FR-3.08	The Register will capture Screening Round details that includes but is not limited to: a. date and time of Screening Round Test; b. identifier of Screening Round Test; c. type of Screening Round Test undertaken; d. Healthcare Provider identification (including HPI-I); e. location or laboratory where the Test was undertaken (including HPI-O); and f. whether the Test was a self-collect or not.	**Core**	Bowel, Cervical
FR-3.09	The Register will allow the authorised Healthcare Professional to access the Participant's details in the Register and view their status where applicable.	**Core**	Bowel, Cervical
FR-3.10	The Register will provide the ability for the authorised Healthcare Professional to register the Participant's details in the Register where this has not already been provided.	**Core**	Cervical
FR-3.11	The Register will provide to the Pathology Laboratory, the cervical clinical history of the Participant when requested. This will be Electronic Data Exchange.	**Core**	Cervical
FR-3.12	The Register will provide the ability for the Pathology Laboratory to update the Register electronically with the results of a Participant's Screening Round Test. The preferred method is by Electronic Data Exchange using eHealth Secure Messaging Protocols.	**Core**	Bowel, Cervical
FR-3.13	The Register must support the Contracted Pathology Laboratory where they choose to provide additional Participant registration information to be updated in the Register.	**Core**	Bowel
FR-3.14	The Register will support alternative Electronic Data Capture methods, where the Pathology Laboratory cannot use Electronic Data Exchange.	**Core**	Bowel, Cervical
FR-3.15	The Register will use the Participant's primary unique IHI to assist in the identification of the Participant within the Register for all Data matching purposes.	**Core**	Bowel, Cervical

Req ID no.	Requirement	Requirement Priority	Program
FR-3.16	The Register will record the Screening Round results which will indicate whether the Test was positive or negative and will include clinical information and recommendation for next steps.	**Core**	Bowel, Cervical
FR-3.17	The Register is to support Follow up protocols and issue a reminder to the Healthcare Professional that the results have not been received within a set period after a Screening Round.	**Core**	Bowel, Cervical
FR-3.18	The Register will Close the Screening Round and determine the Re-screen date when the Screening Round Test results are received and are negative.	**Core**	Bowel, Cervical
FR-3.19	The Register will not Close the Screening Round when the Screening Round Test results are received and are no result (bowel), inconclusive (bowel), unsatisfactory (cervical – primary and secondary) or positive (bowel and cervical – primary and secondary).	**Core**	Bowel, Cervical
FR-3.20	The Register will support the Participant to continue along the Pathway (following Program Policy) updating the Participant record to ensure that the Participant continues to next steps .e.g. that an update is expected from the Healthcare Professional.	**Core**	Bowel, Cervical
FR-3.21	The Register will allow an authorised Healthcare Professional, on behalf of a Participant or Invitee, to Opt off the Program or Register with the person's consent.	**Core**	Bowel, Cervical
FR-3.22	The Register will trigger the issue of a FOBT Kit when requested and approved by the Invitee/Participant or the Contracted Pathology Laboratory.	**Core**	Bowel

7. Manage Assessment

7.1 Business Scope

7.1.1 This activity is the management of the Participant ensuring they follow-up with their Healthcare Professional when they have had a positive Screening Round Test result.

7.1.2 The Healthcare Professional will determine next steps for the Participant guided by the Program Policy and/or the Clinical Management Guidelines and update the Register accordingly. In most cases, after a positive Screening Round Test the Participant will be referred to a Specialist. However it may be deemed not necessary for the Participant to continue along the Pathway if the Screening Round is Closed and an appropriate Re-screen date set.

7.1.3 Follow up protocols, as per Program Policy, will be invoked where necessary to ensure that the Participant continues along the Pathway and has follow-up procedures where required. These protocols include Reminder correspondence and task notifications.

7.2 Functional Scope

7.2.1 It is expected that this process is fully electronic.

7.2.2 The Register Operator will be expected to handle any Electronic Data Exchange exceptions and Follow up notifications.

7.2.3 The transmission of Data about the Healthcare Professional visit will be provided by Electronic Data Exchange using the Healthcare Professional's vendor Software. Where the Healthcare Professional does not have vendor Software, the information can be entered electronically via the Register Online Portal.

7.2.4 The Register Operator will be expected to take receipt of and process Data that cannot be provided electronically.

7.2.5 The Register will issue notification for Follow up to the Register Operator for the Cervical Program and to PFUF for the Bowel Program.

7.2.6 Where a positive result is recorded and a visit to the Healthcare Professional is not recorded within a set period, the Register will issue Reminders to the Participant and their nominated Healthcare Professional.

7.2.7 The Register will issue notification for follow-up to the Register Operator for the Cervical Program and to PFUF for the Bowel Program where no response has been received to the Reminders. The Register Operator and PFUF Officers will have the ability to view the details of the Participant's Screening Round(s) and update where applicable.

7.3 Business Trigger

7.3.1 This process will be triggered as follows:

(a) Positive Screening Round Test result and Participant visits Healthcare Professional.

(b) Positive Screening Round Test result and Participant does not visit Healthcare Professional.

7.4 External Data sources

7.4.1 External Data sources include but is not limited to:

(a) Healthcare Professionals Data about clinical decisions to inform next steps on the Screening Round Pathway; and

(b) Data from clinicians collected by PFUF Officers and the Register Operator.

7.5 Outputs

7.5.1 Outputs include but is not limited to:

(a) updated Participant record;

(b) Closed Screening Round;

(c) Re-screen date;

(d) Reminder correspondence;

(e) task notification to Register Operator (Cervical Program); and

(f) task notification to PFUF (Bowel Program).

7.6 General Requirements

7.6.1 The Register will validate all Data entered or transmitted and support Data exception processing where the Data does not meet required validations.

7.6.2 The collection and processing of cervical Data must meet national standards.

7.6.3 The collection of bowel Data must be in accordance with Approved Program forms.

7.6.4 Correspondence is not to issue to persons who have become deceased.

7.6.5 All End Users of the Register that wish to access non-publically available material on the Register must be registered and authorised to access the Register.

Req ID no.	Requirement	Requirement Priority	Program
FR-4.01	The Register will issue Reminder correspondence to the Participant and their nominated Healthcare Professional when they have a positive Screening Round Test but have not visited their Healthcare Professional.	**Core**	Bowel, Cervical
FR-4.02	The Register will invoke Follow up protocols when the Participant still has not visited their nominated Healthcare Professional after the reminder has been sent.	**Core**	Bowel, Cervical
FR-4.03	The Register will support the Follow Up Protocols by creating tasks to notify appropriate End Users to Follow up with the Participant or nominated Healthcare Professional to: a. PFUF for the Bowel Program; and b. the Register Operator for the Cervical Program.	**Core**	Bowel, Cervical
FR-4.04	The Register will allow the Register Operator, PFUF operators (Bowel Program) and the authorised Healthcare Professional to view the details of the Participant's Screening Round(s) and update where applicable.	**Core**	Bowel, Cervical
FR-4.05	The Register will receive information from the Healthcare Professional and determine the next steps for the Participant. The Healthcare Professional will either recommend: a. Closing the Screening Round and setting a Re-screen date or b. referral to a Specialist.	**Core**	Bowel, Cervical
FR-4.06	The Register will support Electronic Data Capture of the recommendation by the Healthcare Professional. This will be supported by Electronic Data Exchange where possible using eHealth Secure Messaging Protocols.	**Core**	Bowel, Cervical
FR-4.07	The Register will support Electronic Data Capture of the recommendation by the Healthcare Professional by alternative method where Electronic Data Exchange is not possible.	**Core**	Bowel, Cervical

Req ID no.	Requirement	Requirement Priority	Program
FR-4.08	The Register will capture assessment details that includes but is not limited to: a. who the Healthcare Professional is; b. what the assessment/recommendation is; c. the reason for the recommendation; d. referred Specialist details where applicable; and e. any other information relevant to determine the Re-screen date where applicable.	**Core**	Bowel, Cervical
FR-4.09	Where recommendation results in no further action the Register will set a Re-screen date and Close the Screening Round.	**Core**	Bowel, Cervical

8. Manage Diagnosis

8.1 Business Scope

8.1.1 This activity is the management of the Participant ensuring they follow-up with their Specialist when they have had a positive Screening Round Test result and have been referred.

8.1.2 The Specialist will conduct further Tests and determine next steps for the Participant and update the Register accordingly.

(a) Cervical Program - if the Specialist is satisfied visually with the examination, no further treatment may be necessary and the Participant will exit the Screening Round and a Re-screen date will be set.

(b) Cervical Program - if the Specialist has concerns, they may undertake further treatment. They may take a biopsy and send the specimen for testing.

(c) Bowel Program - once referred by a Healthcare Professional, the Participant undergoes further diagnostic assessment, usually a Colonoscopy, as part of usual care health services within their State/Territory. If clear/negative Colonoscopy, the Participant will end the Screening Round and a Re-screen date will be set. If positive, the Specialist will treat the Participant and samples will be taken for further histopathology and/or the Participant will be referred to a surgeon for further treatment.

8.1.3 Follow up protocols, as per Program Policy, will be invoked to ensure that the Participant continues along the Pathway when they have been referred to a Specialist. These protocols include Reminder correspondence and task notifications to the Register Operator for Cervical Program and to PFUF for Bowel Program.

8.2 Functional Scope

8.2.1 Cervical Program - the Specialist will update the Register using their Natural Systems providing information about the Colposcopy and any other treatment undertaken. When they update their Patient Information System, the results and recommendation will be automatically sent to the Register.

8.2.2 Cervical Program - where the Specialist does not use Patient Information Systems, the Specialist will need to log on to the Register Online Portal and update the Register manually.

8.2.3 Bowel Program - the Specialist will update the Register using their Natural Systems. When they update their Patient Information System, they will automatically update the Register with the results and recommendation.

8.2.4 Bowel Program - where the Specialist does not use Patient Information Systems, the Specialist will need to log on to the Register Online Portal and update the Register manually.

8.2.5 If the Participant is not identified as a Participant of the Program, the Register will advise the Specialist and there will be no Data collected by the Register.

8.2.6 Bowel Program - if a Healthcare Professional visit with a referral for Colonoscopy is recorded in the Register, but no Colonoscopy visit is recorded the Participant and Healthcare Professional are sent letters by the Register at four (4), six (6) and ten (10) months.

8.2.7 Bowel Program - the Participant Follow up function also contacts the Participant and the Healthcare Professional (if nominated) by phone if there is no activity at five (5) months, and seven (7) months (guided by the Program Policy and/or the Clinical Management Guidelines).

8.2.8 The Register will issue Reminders to the Participant and the Healthcare Professional when details of the visit to the Specialist (Colposcopy/Colonoscopy) are not received within certain timeframes.

8.3 Business Trigger

8.3.1 This process will be triggered as follows:

(a) the Participant visits a Specialist; and

(b) if no result is recorded in the Register (Participant does not visit Specialist, or Specialist has not reported the result).

8.4 External Data sources

8.4.1 External Data sources include but is not limited to:

(a) Specialist Data about procedure.

8.5 Dependencies

8.5.1 Dependencies include but is not limited to:

(a) Participant undertaking procedure with Specialist.

8.6 Outputs

8.6.1 Outputs include but is not limited to:

(a) updated Participant record;

(b) Closed Screening Round;

(c) Re-screen date;

(d) Reminder correspondence;

(e) task notification to Register Operator (Cervical Program); and

(f) task notification to PFUF (Bowel Program).

8.7 General Requirements

8.7.1 The Register will validate all Data entered or transmitted and support Data exception processing where the Data does not meet required validations.

8.7.2 The collection of Cervical Program Data must meet national standards.

8.7.3 The collection of Bowel Program Data must be in accordance with Approved Program forms.

8.7.4 Correspondence is not to be issued to a person who has become deceased.

8.7.5 All End Users of the Register who wish to access non-publically available material on the Register must be registered and authorised to access the Register.

8.7.6 Specialists will not provide Data to the Register for those Participants that have Opted off.

Req ID no.	Requirement	Requirement Priority	Program
FR-5.01	The Register will issue Reminder correspondence to the Participant and their Healthcare Professional when no result is recorded in the Register (i.e. the Participant fails to visit the Specialist within expected timeframes, or the Specialist has not reported the result).	**Core**	Bowel, Cervical
FR-5.02	The Register will issue correspondence to any End User via their nominated correspondence preferences.	**Core**	Bowel, Cervical
FR-5.03	The Register will invoke Follow-Up protocols if after the reminder has been sent and still no result is recorded in the Register.	**Core**	Bowel, Cervical
FR-5.04	The Register will create and issue tasks to support Follow-Up protocols. These tasks will issue to registered End Users to Follow-up with the Participant or Healthcare Professional to: a. PFUF for Bowel Program and b. the Register Operator for Cervical Program.	**Core**	Bowel, Cervical
FR-5.05	The Register will allow a registered and authorised Specialist to view the details of the Participant's Screening Round(s) in the Register and update where applicable.	**Core**	Bowel, Cervical
FR-5.06	The Register will collect the next steps for the Participant from the Specialist. The Specialist will either recommend: a. where the result is negative 'clear' colonoscopy. Histopathology is not required and the Register will Close the Screening Round and an appropriate date to Re-screen is set. If the Specialist has concerns, they may undertake further treatment. The Specialist may take a biopsy and send a specimen to the Pathology Laboratory for histopathology. The Participant's record will be updated accordingly and a report will be expected from the Histopathologist.	**Core**	Bowel

Req ID no.	Requirement	Requirement Priority	Program
FR-5.07	The Register will collect the next steps for the Participant from the Specialist. The Specialist will either recommend: a. if the Specialist is satisfied visually with the examination, and a biopsy is not necessary and a recommendation on further clinical management will be determined according the Clinical Management Guidelines. The Register will Close the Screening Round and a Re-screen date is set. Instead of an invitation to Re-screen the Participant may receive correspondence indicating that the Participant has been excluded until treatment has been finalised and the resumption of Screening Round has been recommended by a Healthcare Professional ; or b. if the Specialist has concerns, they may undertake further treatment. The Specialist may take a biopsy and send a specimen to the Pathology Laboratory for histopathology. The Participant's record will be updated accordingly and a report will be expected from the histopathologist.	**Core**	Cervical
FR-5.08	The Register will support Electronic Data Capture of the recommendation by the Specialist. This will be supported by Electronic Data Exchange where possible using eHealth Secure Messaging Protocols.	**Core**	Bowel, Cervical
FR-5.09	The Register will support Electronic Data Capture of the recommendation by the Specialist by alternative electronic method where Electronic Data Exchange is not possible.	**Core**	Bowel, Cervical
FR-5.10	The Register will capture diagnosis details that includes but is not limited to: a. who the Specialist is; b. what the recommendation is; c. the reason for the recommendation; d. details of the testing undertaken and whether there is further pathology testing of specimens; e. any other information relevant to determine the Re-screen date where applicable; f. any adverse events (bowel).	**Core**	Bowel, Cervical

9. Manage Outcome

9.1 Business Scope

9.1.1 This activity is the management of the Participant's outcome of the Screening Round.

9.1.2 The Pathology Laboratory will undertake testing of the specimen and will record the results in the Pathology Laboratory Information Management System (**LIMS**). LIMS will update the Register with the results.

9.1.3 When the Specialist receives the histopathology results and recommendations, they assess the results and advise the Participant of the outcome:

(a) if the results are negative, this Screening Round will Close and an appropriate Re-screen date will be set;

(b) if the results are positive, the Participant will be referred for Specialist care and further treatment as determined by the Clinical Management Guidelines. This Screening Round will Close and a Re-screen date will be set; and

(c) for the Cervical Program where results are positive and the Participant has undergone management or treatment as determined by the Clinical Management Guidelines there may be identified triggers where the collection of subsequent Test results would lead to the re-calculation of a Re-screen date for routine screening.

9.2 Functional Scope

9.2.1 The Pathology Laboratory will update the Register using their pathology Software systems. When they update their pathology Software system, they will automatically update the Register with the results and recommendation.

9.2.2 For the Cervical Program:

(a) the Specialist will update the Register using their own Patient Information Systems providing information about the recommendation of next steps. When they update their Patient Information System, they will automatically update the Register; and

(b) where the Specialist does not use Patient Information Systems, the Specialist will need to log on to the Register Online Portal and update the Register manually.

9.2.3 For the Bowel Program:

(a) the Specialist will update the Register using their own Patient Information Systems. When they update their Patient Information System, they will automatically update the Register with the results and recommendation;

(b) where the Specialist does not use Patient Information Systems, the Specialist will need to log on to the Register Online Portal and update the Register manually; and

(c) if the Participant is not identified as a Participant of the Program, the Register will advise the Specialist and there will be no Data collected by the Register.

9.2.4 If the results are negative, this Screening Round will Close and an appropriate Re-screen date will be set.

9.2.5 If the results are positive, the Participant will be referred for usual care and further treatment. This Screening Round will Close and a Re-screen date will be set.

9.2.6 Instead of an invitation to Re-screen the Participant may receive correspondence indicating that the Participant has been excluded until treatment has been finalised and the resumption of Screening Round has been recommended by a Healthcare Professional.

9.2.7 Adverse events and histopathology resection Data may be able to be collected whilst the Screening Round is open or Closed.

9.3 Business Trigger

9.3.1 This process will be triggered as follows:

(a) Pathology Laboratory receives a specimen for testing.

(b) Specialist receives the histopathology results.

9.4 External Data sources

9.4.1 External Data sources include but is not limited to:

(a) histopathology Data provided by Pathology Laboratory;

(b) Specialist Data; and

(c) HI Service.

9.5 Outputs

9.5.1 Outputs include but are not limited to:

(a) Re-screen date set;

(b) Closed Screening Round; and

(c) follow-ups.

9.6 General Requirements

9.6.1 The Register will validate all Data entered or transmitted and support Data exception processing where the Data does not meet required validations.

9.6.2 The collection of cervical Data must meet national standards.

9.6.3 Correspondence is not to issue to a person who has become deceased.

9.6.4 All End Users of the Register who wish to access non-publically available material on the Register must be registered and be authorised to access the Register.

9.6.5 Specialists will not provide Data to the Register for those Participants that have Opted off.

Req ID no.	Requirement	Requirement Priority	Program
FR-6.01	The Register will invoke Follow-Up protocols where necessary to ensure that the Participant's pathology results are updated in the Register.	**Core**	Bowel, Cervical
FR-6.02	The Register will create and issue tasks to notify the Register Operator to Follow-up with the Participant or Specialist when required.	**Core**	Bowel, Cervical
FR-6.03	The Register will allow the authorised Specialist to view the details of the Participant's Screening Round(s) in the Register and update where applicable.	**Core**	Bowel, Cervical
FR-6.04	The Register will allow the authorised Pathologist to view the details of the Participant's Screening Round(s) in the Register and update where applicable.	**Core**	Bowel, Cervical
FR-6.05	The Register will record the outcomes of the specimen testing. This will be provided by either the Pathologist or Specialist.	**Core**	Bowel, Cervical
FR-6.06	The Register will support Electronic Data Capture of the Test result and subsequent recommendation. This will be supported by Electronic Data Exchange where possible using eHealth Secure Messaging Protocols.	**Core**	Bowel, Cervical
FR-6.07	The Register will support Electronic Data Capture of the Test result and recommendation by alternative method where Electronic Data Exchange is not possible.	**Core**	Bowel, Cervical
FR-6.08	The Register will capture outcome details that includes but is not limited to: a. who the Specialist/Pathologist is; b. what the outcome is; and c. any other information relevant to determine the Re-screen date where applicable.	**Core**	Bowel, Cervical

Req ID no.	Requirement	Requirement Priority	Program
FR-6.09	The Register will collect the next steps for the Participant from the Specialist. The Specialist will either recommend: a. if the results are negative, this Screening Round will Close and an appropriate Re-screen date will be set; b. if the results are positive, the Participant will be referred for Specialist care and further treatment as determined by the Clinical Management Guidelines. This Screening Round will Close and a Re-screen date will be set; c. instead of an invitation the Participant may receive correspondence indicating that the Participant will not be invited to Re-screen until treatment has been finalised and the resumption of Screening Round has been recommended by a Healthcare Professional; d. for Cervical where results are positive and the Participant has undergone management or treatment as determined by the Clinical Management Guidelines there may be identified triggers where the collection of subsequent Test results would lead to the re-calculation of a Re-screen date for routine screening.	**Core**	Bowel, Cervical
FR-6.10	The Register will capture outcome details including but not limited to: a. adverse events; and b. bowel resection.	**Core**	Bowel, Cervical

10. Retrieve Reports & Data

10.1 Business Scope

10.1.1 The Register is responsible for all operational reporting in order to:

(a) support the Service Provider's obligations under this Services Agreement;

(b) support the day-to-day operations of the Register;

(c) support operational reporting requirements of Register Stakeholders; and

(d) ensure quality and safety monitoring.

10.1.2 The Register is responsible for ad hoc Self-service reporting to Register Stakeholders (see worksheet 4A in the Pricing Tables).

10.1.3 The Register is responsible for provision of raw (transactional level) Data for Register Stakeholders (see worksheet 3A in the Pricing Tables).

10.1.4 The Register is responsible for provision of ad hoc analytics to Health (see worksheet 4A in the Pricing Tables).

10.1.5 The Register is responsible for provision of ad hoc analytics to other Stakeholders (see worksheet 4A in the Pricing Tables).

10.2 Functional Scope

10.2.1 The Register must provide an ongoing Data feed to the Health EDW so that there is a Data input in the agreed timing into the Health EDW to support the Health EDW reporting needs.

10.2.2 Operational reporting will be provided to Register Stakeholders in a self-service fashion, for example, downloadable from an online portal or secure email.

10.2.3 Ad hoc self-service reporting will be provided to Register Stakeholders in a self-service fashion, for example, from an online portal.

10.2.4 Access to raw (transactional level) data will be provided to Register Stakeholders in a self-service fashion, for example, from an online portal.

10.2.5 Requests for ad hoc analytics will be facilitated in accordance with agreed governance and the Data Release Policy.

10.3 Business Triggers

10.3.1 This process will be triggered as follows:

(a) periodic updates of Data to the Health EDW; and

(b) as required for operational, ad hoc self-service and ad hoc analytics reporting.

10.4 Outputs

10.4.1 Outputs include but is not limited to:

(a) raw Data in the agreed timing, format to the agreed standards to the Health EDW; and

(b) reports.

10.5 General Requirements

10.5.1 All of the reporting and Data access capabilities will be bound to the agreed governance and Data Release Policy that will be developed by Health as part of the establishment of the Register.

10.5.2 The Register will provide Data to the Health EDW to support Program monitoring, evaluation and research.

10.5.3 The Register must support the activities undertaken by Register Operator and other End Users to support the Program activities including the ability to undertake business activity monitoring to support audit and compliance and quality and safety assessments.

10.5.4 The Register will provide Data for monitoring Participant outcomes and evaluating Program effectiveness.

10.5.5 The Parties will agree to operational reporting requirements annually or as otherwise agreed. The details will then be included in the Policies and Procedures Manual.

10.5.6 The Register will publish details of Program participation status (not Tests) to an Eligible Australian's My Health Record, where available, through an agreed interface that addresses the Eligible Australian's consent, subject to any relevant Statutes. This will be agreed by the Parties during Detailed Design.

Req ID no.	Requirement	Requirement Priority	Program
FR-7.01	The Register will provide an ongoing Data feed of all Register Data to the Health EDW to support the Health EDW.	**Core**	Bowel, Cervical
FR-7.02	The Register will provide all operational reports as required to support its contractual obligations as identified in **Schedule 5 – Service Level and Service Standard Framework**.	**Core**	Bowel, Cervical
FR-7.03	The Register will provide all operational reporting as required in order to support day-to-day operations. For example, monthly quality (transaction) reports sent to Pathology Laboratories.	**Core**	Bowel, Cervical
FR-7.04	The Register will provide all operational reporting as required to support reporting needs of Register Stakeholders.	**Core**	Bowel, Cervical
FR-7.05	The Register must be able to provide extracts of Data feeds on an ad-hoc basis to support broader health reporting obligations.	**Core**	Bowel, Cervical
FR-7.06	Where operational reporting is provided to Register Stakeholders there must be a facility to retrieve reporting in a Self-service fashion.	**Core**	Bowel, Cervical
FR-7.07	Ad hoc self-service reporting will be provided to Register Stakeholders in a self-service fashion, for example, from an online portal	**Core**	Bowel, Cervical
FR-7.08	Access to raw (transactional level) data will be provided to Register Stakeholders in a self-service fashion, for example, from an online portal	**Core**	Bowel, Cervical
FR-7.09	Requests for ad hoc analytics will be facilitated in accordance with agreed governance and the Data Release Policy	**Core**	Bowel, Cervical

Req ID no.	Requirement	Requirement Priority	Program
FR-7.10	The Register will have the capability to (automatically schedule and) pre-generate commonly consumed operational reports	**Highly Desirable**	Bowel, Cervical
FR-7.11	The Register must use a security and permission based model to restrict Register Stakeholder access to only the operational reporting/ad hoc self-service reporting and Data extracts that they should have access to.	**Core**	Bowel, Cervical

11. Register Management Services

11.1 Business Scope

11.1.1 The Register Operator will provide operational support to the Register and the Programs.

11.1.2 The Register Operator will be responsible for providing operational support services as defined in **Schedule 2 – Attachment A – Operator Service Requirements**.

11.2 Functional Scope

The Register Operator will provide the operational support services as provided in **Schedule 2 – Attachment A – Operator Service Requirements**.

11.3 Business Trigger

11.3.1 This process will be triggered as follows:

(a) End Users Contacting the Call Centre;

(b) the receipt of paper or email correspondence; and

(c) the electronic notification from the Register that manual tasks are required.

11.4 Outputs

11.4.1 Outputs include but are not limited to:

(a) updated Participant or Screening Round Data; .

(b) reports;

(c) updated web content;

(d) reissued correspondence; and

(e) escalated ICT Service Desk issues.

11.5 General Requirements

11.5.1 The Register must support the Register Operator in managing and resolving (where appropriate) all Register End User requests, feedback, queries, complaints and Incidents relating to the Programs.

11.5.2 The Register must support the Register Operator to manage the Participant through the Pathway.

11.5.3 The Register must report Cervical Program Test information and results to the Register Operator where the time for provision of the result by the laboratory trends towards or exceeds legislated limits.

11.5.4 The Register must support the Register Operator in monitoring the number of incoming Tests from laboratories and respond where it is apparent that a laboratory is not sending results.

11.5.5 The Register must support the Register Operator to be able to trial and implement new, and maintain existing recruitment strategies, including trials that have been approved subject to the ongoing governance arrangements.

11.5.6 Fully qualified and validated Data is expected when receiving Data via Electronic Data Exchange.

11.5.7 The Register must support the Register Operator to be able to monitor where Healthcare Professionals are advising clinical management that is outside of agreed national guidelines.

Req ID no.	Requirement	Requirement Priority	Program
FR-8.01	The Register will report an exception to the Register Operator and to the Data provider where it receives information which is incomplete.	**Core**	Bowel, Cervical
FR-8.02	The Register must have the capability to receive screening information outside of expected timeframes.	**Core**	Bowel, Cervical
FR-8.03	The Register will manage a task list of items that require Register Operator action and resolution.	**Core**	Bowel, Cervical
FR-8.04	The Register must have the capability to allocate tasks to Register Operator staff for action and resolution.	**Highly Desirable**	Bowel, Cervical
FR-8.05	The Register will create a task on the task list alerting that Data has been received but the Data cannot be matched to a record in the Register where Data is received from: a. Pathologists; b. Healthcare Professionals; c. Specialists; and d. other sources. There may be instances where de-identified Data may be transmitted on purpose and where Follow up/action may need to be taken in order to correctly manage that Data. This may result in storage of de-identified Data.	**Core**	Bowel, Cervical
FR-8.06	The Register will provide the ability for Data matching errors to be resolved. Resolution may require the Register Operator to manually interrogate external Data sources or call Healthcare Professionals, the Participant or others.	**Core**	Bowel, Cervical

Req ID no.	Requirement	Requirement Priority	Program
FR-8.07	The Register will create a task on the task list alerting that 'Data has been received but an exception has occurred', where Data is received from: a. Pathologists; b. Healthcare Professionals; c. Specialists; and d. other sources. An example of a Data exception is when an incomplete Data file is received. That is a Register Operator may need to: a. manually collect the missing information; and b. Data has been received and there is more than one open Screening Round.	**Core**	Bowel, Cervical
FR-8.08	The Register will create a task on the task list alerting that Data has been received and a duplicate record exists which cannot be automatically resolved. Where Data is received from: a. Pathologists; b. Healthcare Professionals; c. Specialists; or d. other sources. In this case, a Register Operator will verify manually that the change is an update and not an error.	**Core**	Bowel, Cervical
FR-8.09	The Register will provide the ability to support Participant enquiries such as the ability to search for a Participant, view and update Participant details, and to close a Participant record or Screening Round record.	**Core**	Bowel, Cervical
FR-8.10	The Register will provide the ability to support the Participant through the Screening Pathway, such as the ability to search for Participant's with particular status, view and update Participant status, and to finalise a Participant's Pathway status.	**Core**	Bowel, Cervical

Req ID no.	Requirement	Requirement Priority	Program
FR-8.11	The Register must provide the ability to record that a Participant is deceased.	**Core**	Bowel, Cervical
FR-8.12	The Register must have the ability to merge and de-merge records as needed during manual processing of information according to a set protocol which may include confirmation by the Participant.	**Core**	Bowel, Cervical
FR-8.13	The Register must provide the ability to update a Participant record indicating that the address or communication preference is incorrect as a result of returned mail processing or undelivered electronic messages (for example, bounced emails).	**Core**	Bowel, Cervical
FR-8.14	The Register must provide the ability to process paper forms from all Stakeholders that are required to provide information, such as Participants, Healthcare Professionals and Pathology Laboratories.	**Core**	Bowel, Cervical
FR-8.15	The Register must provide the ability to record all enquiries and communications in the Register.	**Core**	Bowel, Cervical
FR-8.16	The Register must provide the ability to monitor records and respond to End User complaints related to the Program as well as the Register.	**Core**	Bowel, Cervical
FR-8.17	The Register shall be able to support the Register Operator in monitoring Service Levels by providing the following: a. Call Centre metrics: number of calls received by the system, number of calls answered by the operator, number of calls to the message bank, duration of calls, and call waiting times; b. Data metrics: number of tests received, and cervical test history provision times; and c. Follow-up metrics: number of letters sent.	**Core**	Bowel, Cervical
FR-8.18	The Register shall be able to support the Register Operator in the monitoring of complaints related to a recruitment strategy trial.	**Highly Desirable**	Bowel, Cervical
FR-8.19	The Register will enable the Register Operator to manually record the Participant as an Opt off, Defer their Screening Round, record exclusion from invitation reasons etc.	**Core**	Bowel, Cervical

Req ID no.	Requirement	Requirement Priority	Program
FR-8.20	The Register will provide the ability for authoring web content.	**Core**	Bowel, Cervical
FR-8.21	The Register will provide the ability for reviewing and approving web content.	**Core**	Bowel, Cervical
FR-8.22	The Register will provide the ability for publishing web content.	**Core**	Bowel, Cervical
FR-8.23	The Register must provide the ability to regularly import and integrate Data from the HPV Register.	**Highly Desirable**	Cervical
FR-8.24	The Register must provide the ability to import and integrate Data from other sources where necessary. For example, Australia Post change of address Data, or register of births deaths and marriages Data or State / Territory based Data sources administered by health departments. Data sets, and the frequency of import/update should be proposed with the details to be captured during Detailed Design phase.	**Highly Desirable**	Bowel, Cervical
FR-8.25	The Register will ensure that all End Users are registered and authorised to access the Register.	**Core**	Bowel, Cervical
FR-8.26	The Register will provide the ability for Register Stakeholders to register to become End Users of the System.	**Core**	Bowel, Cervical
FR-8.27	The Register will provide the ability for the ongoing management of End Users of the System, including access management.	**Core**	Bowel, Cervical
FR-8.28	Only registered End Users may manage communication preferences.	**Core**	Bowel, Cervical

Req ID no.	Requirement	Requirement Priority	Program
FR-8.29	The Register will ensure that all integrated IT systems are registered and authorised to access the Register. IT systems may belong to: a. laboratories where registered Pathologists work; b. Healthcare Professionals; c. Specialists; d. hospitals where Pathologists or Specialists work; and e. other sources.	**Core**	Bowel, Cervical
FR-8.30	The Register must provide the ability to manage correspondence templates.	**Core**	Bowel, Cervical
FR-8.31	The Register must provide the ability to re-issue correspondence.	**Core**	Bowel, Cervical
FR-8.32	The Register must have the ability to publish information relating to a Participant's Screening Pathway to their corresponding My Health Record.	**Highly Desirable**	Bowel, Cervical
FR-8.33	The Register will send correspondence to all persons by their nominated communication preferences.	**Core**	Bowel, Cervical
FR-8.34	The Register will use the Healthcare Provider Identifiers for individuals (HPI-I) and organisations (HPI-O) as the primary identifier and this identifier for recording details of Healthcare Professionals, Specialists, Pathologists and the locations that they work from.	**Core**	Bowel, Cervical
FR-8.35	The Register must have the ability to capture and associate other identifiers with Healthcare Professionals, Specialists, Pathologists and the locations that they work from where a HPI-I and/or HPI-O is not available.	**Core**	Bowel, Cervical

Req ID no.	Requirement	Requirement Priority	Program
FR-8.36	The Register must have the ability to log key business activities such as receipt of Data from a Healthcare Professional to allow for Business Activity Monitoring (**BAM**). Types of information captured includes but is not limited to: a. type of transaction; b. channel; a. timestamp; and a. by whom.	**Highly Desirable**	Bowel, Cervical

12. Data Migration Tasks

12.1 Business Scope

12.1.1 Each cervical screening register hosted by the States and Territories will need to migrate the Cervical Program Data to the Register.

12.1.2 The National Bowel Cancer Screening Program Register is currently hosted by DHS and DHS will need to migrate the Bowel Program Data to the Register.

12.1.3 The Medicare enrolment Data which is currently hosted by DHS will need to be migrated to the Register for all Eligible Australians.

12.1.4 The HPV vaccination status Data currently hosted by the National HPV Register will need to be migrated to the Register for all Eligible Australians.

12.1.5 The Data will need to be cleansed where appropriate and translated to the Data dictionary for the Register.

12.2 Functional Scope

12.2.1 The Register will load all Data for Go-Live as per the Data Migration Strategy as defined in **Schedule 6 - Implementation and Transition Requirements.**

12.3 Business Trigger

12.3.1 This process will be triggered as follows:

(a) Implementation of the Register.

12.4 External Data sources

12.4.1 External Data sources include but is not limited to:

(a) State and Territory Data; and

(b) DHS Data.

12.5 Not used

12.6 Outputs

12.6.1 Data loaded into the Register.

12.6.2 Error reports for any Data not able to be loaded.

12.7 General Requirements

12.7.1 Each State and Territory will cleanse their Data and then migrate Data from their respective registers for the Register. The migrated Data must identify:

(a) Participants who have previously screened and have a Re-screen date (Re-screeners);

(b) Participants who have previously screened but have missed a Screening Round, or have not screened at the approved screening interval (Under-screened persons);

(c) Participants who appear on their respective Registers and who have Never-Screened;

(d) where possible, Participants who have Opted off the Program, Deferred or delayed their next Screening Round, including reasons; and

(e) where possible, clearly indicating Participant status. For example, 'active', 'deceased', 'hysterectomy' and 'confidential' (no contact).

12.7.2 DHS will cleanse their Data and then migrate Data from the National Bowel Cancer Screening Register to the Register. The migrated Data must identify:

(a) Participants who have previously screened and have a Re-screen date (Re-screeners); and

(b) Participants who have previously screened on the National Bowel Cancer Screening Register but have missed a Screening Round (Under-screened persons).

12.7.3 The Register must support the Data migration strategy.

Req ID no.	Requirement	Requirement Priority	Program
FR-9.01	The Register must be able to identify the Data that was migrated, including recording historical identifiers to allow for matching back to migrated repositories if needed.	**Core**	Bowel, Cervical
FR-9.02	The Register must be able to identify those Participants that were migrated.	**Core**	Bowel, Cervical
FR-9.03	The Register must have migrated historical Data available on Go-Live as per the Data Migration Strategy.	**Core**	Bowel, Cervical
FR-9.04	The Register must be able to receive migrated Data post Go-Live as per the Data Migration Strategy.	**Core**	Bowel, Cervical
FR-9.05	The Register must be able to use the migrated Data to support in managing the appropriate screening Pathway.	**Core**	Bowel, Cervical
FR-9.06	Where applicable, each migrated Participant must have a Re-screen date set as per the Data Migration Strategy and/or the Implementation and Transition Plan.	**Core**	Bowel, Cervical
FR-9.07	The Register must identify those persons that are Never Screened persons by retrieving the whole population cohort for the Cervical Program and then removing those persons that already exist in the Register. These persons will be recorded in the Register as Never Screened.	**Core**	Cervical
FR-9.08	The Register must send Never Screened targeted correspondence.	**Core**	Cervical
FR-9.09	The Register must be able to identify Invitees / Participants status as, but not limited to: a. Opted off; b. Delayed; c. Deferred; d. Re-screen date set; and e. Screen date set.		

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FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 2

ATTACHMENT D

NON-FUNCTIONAL REQUIREMENTS

Table of Contents

Part 1: General

1. Overview

1.1 Introduction

1.1.1 This **Schedule 2 – Attachment D – Non-Functional Requirements** sets out the Non-Functional Requirements that must be provided by the Service Provider in order to deliver the Outcomes specified in **Schedule 1 – Overview and Outcomes**.

1.1.2 The Service Provider must provide the Non-Functional Requirements to achieve the Outcomes and in accordance with **Schedule 5 – Service Level and Service Standard Framework**.

1.1.3 The Service Provider must provide the Non-Functional Requirements in a manner that considers and complies with Health's Key Requirements as set out in **Schedule 1 – Overview and Outcomes**.

1.1.4 The Service Provider must provide the Non-Functional Requirements in accordance with Program Policy.

1.1.5 The Non-Functional Requirements may be refined in Detailed Design within the total Services Agreement Charges.

1.2 Terms Used

1.2.1 Capitalised terms have the meaning given to them in **Schedule 8 – Glossary**. A number of additional capitalised terms which are not provided in **Schedule 8 – Glossary** which relate to specific functionality, processes or transactions within the Register, have the meaning provided in this **Schedule 2 – Attachment D – Non-Functional Requirements** or are names for functionality, processes or transactions within the Register.

2. Managed Services Approach

2.1.1 This **Schedule 2 – Attachment D – Non-Functional Requirements** describes the Non-Functional Requirements that are required to be delivered by the Service Provider, but not how the Service Provider must deliver them. The Service Provider must deliver the Non-Functional Requirements on the principle that, unless specifically stated otherwise, it must do all of the things that are necessary, and provide all of the things that are necessary, to provide the Non-Functional Requirements to achieve the Outcomes.

3. Service Coverage

3.1.1 The Service Provider must ensure the Register ICT Services are available on a 24 x 7 basis, and that the Operator Services are available during Business Hours on Business Days in each State and Territory in which the Services are being provided, except during agreed downtime and maintenance windows.

4. Requirement Priorities

4.1.1 The following terms are used to describe the importance of each specific requirement for each Non-Functional Requirement:

Priority Rating	Description
Core	Considered to be core to the Non-Functional Requirements. It is necessary for the Register to deliver most if not all of the Core

Priority Rating	Description
	requirements.
Highly Desirable	Provides significant advantage to the Register, and benefits to Health.
Desirable	Provides benefits to Health; however the lack of the requirement must not compromise the overall benefits provided by the Register.

Table 1 : Requirement Priorities

Part 2: Non-Functional Requirements

5. Security, Authentication and Authorisation Requirements

Req ID no.	Requirement	Requirement Priority
NFR-1.001	The Register must comply with the IT Security Policy and relevant Australian Government policies including, but not limited to: • Australian Government Protective Security Policy Framework (PSPF); • Information Security Manual 2014; and • National Identity Security Strategy.	**CORE**
NFR-1.002	The Register must comply with all legal and legislative requirements applicable to the processing of and access to Data and information including, but not limited to the: • *Privacy Act 1988* (Cth); • *Electronic Transactions Act 2011* (Cth); • *Archives Act 1983* (Cth); and • *Cybercrimes Act 2001*(Cth).	**CORE**
NFR-1.003	The Register must be accredited according to the review schedule identified in section 12.2 of **Schedule 2 – Attachment B – Register ICT Service Requirements**.	**CORE**
NFR-1.004	The Service Provider must provide Health with access to compliance, vulnerability, audit and risk Documentation in relation to the Services to enable Health to monitor and manage the performance of the System in relation to the security outcomes.	**CORE**
NFR-1.005	All System support and administration functions for the Register must occur within Australia (no off-shore storage and processing) and must be accessed only by those explicitly authorised to work on the System account.	**CORE**
NFR-1.006	The Register must support federated authentication models, including the support of AUSKey, myGov and	**CORE**

Req ID no.	Requirement	Requirement Priority
	NASH as valid credential types.	
NFR-1.007	The Register must support single sign on (**SSO**).	**Desirable**
NFR-1.008	The Register identity and access management solution and processes must comply with the Australian National e-authentication framework (**NeAF**).	**CORE**
NFR-1.009	The Register must authenticate or validate the authentication of all users.	**CORE**
NFR-1.010	End Users of the Register must use the same identity credentials when accessing all System components.	**Highly Desirable**
NFR-1.011	The Register must support both coarse and fine grain authorisation.	**CORE**
NFR-1.012	The Register must support attribute based access controls.	**Desirable**
NFR-1.013	The Register must support role based access that covers data, System functions and related processes.	**CORE**
NFR-1.014	The Register must support the ability to provide delegated administration of access using a decentralised and delegated administration model.	**Desirable**
NFR-1.015	The Register must support the ability to provide security monitoring to detect and prevent cyber security incidents. The capability must be accessible by third parties to conduct security investigations.	**CORE**
NFR-1.016	The Register must support the ability to capture and monitor security event logs.	**CORE**
NFR-1.017	As a minimum, security event logs must capture the source, destination or object, action on object, identity and result of action (success/fail).	**CORE**
NFR-1.018	Security events required for capture should be identified through a risk-based approach in consultation with Health.	**Highly Desirable**
NFR-1.019	Security events should be provided to, or accessible by, Health in a standards-based format (i.e. syslog).	**Desirable**
NFR-1.020	The Register must support the ability to report security incidents.	**CORE**
NFR-1.021	The Register must log database access and support the capability for specified operational transactions to be logged in accordance with audit requirements.	**CORE**
NFR-1.022	The Register must support the capability to enforce user access at the database level.	**CORE**

Req ID no.	Requirement	Requirement Priority
NFR-1.023	The Register must support the capability for database files to be protected from access that bypasses the database's normal access controls.	**CORE**
NFR-1.024	The Register must support the capability for integrity checking tools to detect unauthorised activity.	**CORE**
NFR-1.025	The Service Provider must meet the controls within the ASD Top 4 Strategies for Mitigating Cyber Intrusions.	**CORE**
NFR-1.026	The Service Provider must develop and maintain incident response plans in consultation with Health.	**CORE**
NFR-1.027	Where needed the System will support whitelisting of Health or Other Service Provider Systems to enable ongoing vulnerability scanning of external System components.	**CORE**
NFR-1.028	Health will be granted access, when required, in order to investigate identified Incidents, including providing Health the necessary access to Systems and Data to enable independent assurance and verification of Incidents.	**Highly Desirable**

6. Audit Requirements

Req ID no.	Requirement	Requirement Priority
NFR-1.029	Audit records are to be captured in a form that facilitates ease of use, analysis and reporting.	**CORE**
NFR-1.030	Data must be logged when records are added, changed, or deleted.	**CORE**
NFR-1.031	The Register must support the ability to log “views” of Data where logging of access to some critical Data or processes is required.	**CORE**
NFR-1.032	Data that is recorded during logging must satisfy the “who, what, where and when” principle, and cover both security and privacy use cases.	**CORE**
NFR-1.033	The Register must support the ability to set levels of granularity for logging. Levels such as: • Level 1 – Critical errors only; • Level 2 – Application errors; • Level 3 – End User / transaction errors; and • Level 4 – Warnings / informational messages.	**Highly Desirable**
NFR-1.034	The Register must have the ability to add additional trace	**Highly Desirable**

Req ID no.	Requirement	Requirement Priority
	points within a transaction or business process.	
NFR-1.035	Audit logs must be able to: • be exported to an external file system in standard formats and with a variable log allocation size; • be captured in real time; and • be capable of being integrated with other audit logging/monitoring Systems.	**CORE**
NFR-1.036	Capturing of System audit Data must not impact the overall System performance.	**CORE**

7. Archive Requirements

Req ID no.	Requirement	Requirement Priority
NFR-1.037	The System must adhere to Section 24 of the *Archives Act 1983* (Cth).	**CORE**
NFR-1.038	Audit log Data must be archived in a manner that maintains the System's integrity.	**CORE**

8. Availability Requirements

Req ID no.	Requirement	Requirement Priority
NFR-1.039	The Register environment must be configured in a highly available and redundant fashion in order to minimise the potential impact of any disaster/outage. A highly available configuration is expected to eliminate single points of failure, and to include automated failure detection.	**CORE**
NFR-1.040	The Register must be available on a 24 x 7 basis, except during agreed downtime and maintenance windows. The Register must have 99.5% Availability.	**CORE**
NFR-1.041	The Register must provide automated recovery features to restart failed components and perform fall back where required, thus improving the Availability and resilience of the System.	**CORE**
NFR-1.042	The Register must have the ability to support testing of any of the Register components with minimal or no disruption to business operations.	**CORE**

Req ID no.	Requirement	Requirement Priority
NFR-1.043	The Register must be able to recover from a loss of Services according to recovery time objectives specified in **Schedule 5 – Service Level and Service Standard Framework – Attachment A – Service Levels and Service Standards**.	**CORE**
NFR-1.044	When operating under a DR event, the Production Environment must continue to meet all agreed Service Levels.	**CORE**
NFR-1.045	The Register must be able to recover any lost Data in order for business to continue unaffected.	**CORE**
	Scheduled maintenance windows and activities must occur outside the Support Hours unless otherwise agreed by Health.	**CORE**
NFR-1.046	Services should remain operational where Services are unaffected during scheduled maintenance windows, i.e. the Register must remain operational with degraded Services.	**CORE**

9. Performance Requirements

Req ID no.	Requirement	Requirement Priority
NFR-1.047	The Register must perform in accordance with the following response time targets for any user interface interaction: • the System must complete 90% of End User transactions within four (4) seconds (the typical transaction rate); and • the remaining 10% within 15 seconds.	**CORE**
NFR-1.048	Where a transaction exceeds the typical transaction rate a visual queue must be provided to ensure that the End-User is aware that the transaction is still running. For example, a visual queue could include a spinning wheel, or a loading bar.	**Highly Desirable**
NFR-1.049	The Register must perform as specified whilst operating under the transaction load required to support in-scope Services.	**CORE**
NFR-1.050	The Register must provide the ability to measure response times and measure the End User experience.	**CORE**

10. Reporting Requirements

Req ID no.	Requirement	Requirement Priority
NFR-1.051	The Register must have the ability to produce generic operational level reports.	**CORE**
NFR-1.052	The Register must have the ability to produce reports with customised attributes, parameters or dimensions.	**CORE**
NFR-1.053	The Register must have the ability to export reports in a variety of formats, such as, but not limited to XML, CSV or PDF.	**CORE**

11. Capacity and Scalability Requirements

Req ID no.	Requirement	Requirement Priority
NFR-1.054	The Register must have the ability to support the capacity metrics in accordance with volumes as specified in the Pricing Tables.	**CORE**
NFR-1.055	The Register must be able to extend capacity to cater for additional demand as a result of the on boarding of new National Cancer Screening Programs in the future.	**CORE**
NFR-1.056	The Register must be scalable to meet capacity requirements supporting growth based on increased screening uptake and an expanding Australian population.	**CORE**
NFR-1.057	The Register must be scalable in order to support all Potential Future Requirements (as outlined in Section 17 of this **Schedule 2 – Attachment D – Non-Functional Requirements**).	**CORE**

12. Accessibility and Usability Requirements

Req ID no.	Requirement	Requirement Priority
NFR-1.058	All Software with a web based interface must comply with the Digital Service Standard as defined by the Australian Government Digital Transformation office. In particular, compliance with WCAG version 2.0 Conformance Level AA (Double A).	**CORE**
NFR-1.059	The Register must provide functions that are intuitive, easy to use and responsive.	**CORE**
NFR-1.060	Where Data is collected electronically, all Data must be	**CORE**

Req ID no.	Requirement	Requirement Priority
	validated at source of entry where possible. For example, a web form must provide Data validation on input fields.	
NFR-1.061	Where web based interfaces are available, they must be supported by industry web browsers such as: • Microsoft Internet Explorer; • Mozilla Firefox; • Apple Safari; and • Google Chrome.	**CORE**
NFR-1.062	The Register must comply with the Windows End User Experience Interaction Guide (www.microsoft.com/download/en/details.aspx?displaying n&id=2695) for all the Microsoft Windows software included as part of the System.	**CORE**
NFR-1.063	The Register must be available on mobile phones, tablets, and other mobile devices including those running Android, iOS and Windows Phone.	**Highly Desirable**
NFR-1.064	All user interfaces must be intuitive and/or must provide contextual help to End Users.	**CORE**
NFR-1.065	The Register must provide End User Documentation in multiple formats. For example, cheat sheets, a comprehensive printable guide and contextual help.	**Highly Desirable**
NFR-1.066	The Register must provide the ability for user interfaces to provide a suitable, effective, easy and user friendly mechanism for finding and selecting values in large look-up lists and reference data sets.	**CORE**
NFR-1.067	The Register must provide simple and consistent navigation.	**CORE**

13. Interoperability and Integration Requirements

Req ID no.	Requirement	Requirement Priority
NFR-1.068	Where system integration is desired, the Register must have the ability to integrate with other IT systems without human intervention and in accordance with Service-Oriented Architecture (**SOA**) standards and principles.	**CORE**
NFR-1.069	The Register must have the ability to integrate with Healthcare Professional's Patient Information System, including but not limited to systems used by general practitioners and test providers, Specialists, Pathology Laboratories and hospitals.	**CORE**

Req ID no.	Requirement	Requirement Priority
NFR-1.070	When integrating with Healthcare Professional Patient Information System the Register must have the ability to adopt Secure Message Delivery (**SMD**) protocols as used in eHealth systems messaging as well as the ability to adhere health sector messaging formats/standards including, but not limited to CDA and HL7.	**CORE**
NFR-1.071	When integrating with Healthcare Professional software systems it is expected that the Register must publish a single set of interfaces. All other software systems must support these interfaces, i.e. no unique interfaces for specific software packages.	**CORE**
NFR-1.072	When integrating with Healthcare Professional software systems the Register must support interface versioning allowing for staggered uptake of interface changes by Healthcare Professional Patient Information System.	**CORE**
NFR-1.073	When releasing changes to interfaces, the Register must support the ability for Other Service Providers which have integrated with the Register to test changes to their system in support of the new interface(s).	**CORE**
NFR-1.074	When integrating with any Other Service Provider, the Register must support a wide variety of usage patterns, such as: • single transaction real-time synchronous, and • multi transaction, batch style asynchronous.	**CORE**
NFR-1.075	The Register must provide the ability for Healthcare Professional software Patient Information System to gain accreditation to use system interfaces.	**CORE**
NFR-1.076	Only those Healthcare Professional software systems that have been accredited for access must be allowed to interact with the Register electronically.	**CORE**
NFR-1.077	In accordance with the design as defined in **Schedule 2 – Attachment E – High Level Design**, the Register must have the ability to integrate with other supporting services such as Mailhouse, messaging gateways, the My Health Record, the HI Service, Data feeds from the DHS as well as the constant push of raw Data feeds to the Health EDW.	**CORE**
NFR-1.078	The Register must have the ability to record and replay transactions.	**Highly Desirable**

14. Backup and Restore Requirements

Req ID no.	Requirement	Requirement Priority

Req ID no.	Requirement	Requirement Priority
NFR-1.079	The Register must provide backup capability that enables all Data (including Software) to be backed up.	**CORE**
NFR-1.080	The Register must provide or support ability to perform scheduled and ad-hoc backup.	**CORE**
NFR-1.081	The Register must support backup processes that are configurable to vary which Data and files are backed-up and how often (e.g. hourly, daily, weekly, monthly, quarterly, yearly, Mondays only etc.)	**Highly Desirable**
NFR-1.082	The Register must support backup processes that are non-disruptive to Production services.	**CORE**
NFR-1.083	The Register must provide or support capability to enable restore of Data and files.	**CORE**
NFR-1.084	Reports and/or reporting models must be able to be re-composed from source Data.	**Highly Desirable**

15. Data and Information Requirements

Req ID no.	Requirement	Requirement Priority
NFR-1.085	The Register must provide Data validation for all Data, no matter how it is sourced, at the time of capture. This includes, but is not limited to: • Data completeness; • conformity to Approved Data formats and structures; and • referencing existing Data to ensure integrity of the information being captured. For example: • ensuring that dates conform to an acceptable date range; and • ensuring when creating a new record that an existing record does not already exist.	**CORE**
NFR-1.086	The Register must be able to bulk upload/import Data if needed.	**CORE**
NFR-1.087	The Register must provide facilities for archival and retrieval of Data within the System at defined intervals.	**CORE**
NFR-1.088	The Register must store all Data in accordance with AS ISO 15489 Australian Standard on Records Management.	**CORE**
NFR-1.089	All Data must remain in Australia.	**CORE**

Req ID no.	Requirement	Requirement Priority
NFR-1.090	All Data, no matter how it is sourced, at the time of capture must be matched against existing records prior to further processing to ensure that no duplicate, incomplete, or mismatched records are recorded.	**CORE**
NFR-1.091	When matching Data, the Solution must follow the general approaches/best practices for Data matching. This includes but is not limited to: • standardisation of key variables; • flexible matching algorithm; • address validation techniques; and • % confidence indicators, and use other information sources to resolve issues with Data. For example, using the HI Service to uniquely identify an individual.	**CORE**
NFR-1.092	Where automated Data matching and cleansing tasks do not resolve matching issues, the Data (and its resultant quality) must be flagged, allowing for manual operator resolution. This may entail manual interrogation of external data repositories.	**CORE**
NFR-1.093	Data to be migrated must be classified as “required for system operation”, and “historical data required for reporting”. Where Data is classified as “required for system operation” the Data must be migrated to the Register. Where Data is classified as “historical data required for reporting” it must be supplied to the Health EDW in the same format as agreed to be supplied as part of regular updates/refreshes of Data to the Health EDW in accordance with the Interoperability and Integration Requirements under section 13 of this **Schedule 2 – Attachment D – Non-Functional Requirements**.	**CORE**
NFR-1.094	The Register must have the capability to allow for Data segregation between Programs if needed.	**CORE**
NFR-1.095	Stored Data must adhere to agreed Data standards, structures and coding policies.	**CORE**

16. Architectural and Design Requirements

Req ID no.	Requirement	Requirement Priority
NFR-1.096	The Register must be developed in accordance with the Design as defined in **Schedule 2 – Attachment E – High Level Design**.	**CORE**

Req ID no.	Requirement	Requirement Priority
NFR-1.097	The Register must be adaptable to future architectural needs and in accordance with the eHealth initiative.	**CORE**
NFR-1.098	The Register must meet industry best practice architectural standards and practices.	**CORE**
NFR-1.099	The System must follow the Design principles outlined in **Schedule 2 – Attachment E – High Level Design**.	**CORE**
NFR-1.100	The Register must be extensible to meet the Potential Future Requirements as outlined in section 17 of this **Schedule 2 –- Attachment D – Non-Functional Requirements**.	**CORE**

17. Potential Future Requirements

Req ID no.	Requirement	Requirement Priority
NFR-1.101	The Register must have the ability to extend the System and functions in support of potential future changes to the existing Programs. For example, changes to the Follow up protocols, including additional correspondence and contact points.	**CORE**
NFR-1.102	The Register must have the ability to cater for Additional Services such as, but not limited to supporting additional cancer screening programs.	**CORE**

18. Environmental and Development Requirements

Req ID no.	Requirement	Requirement Priority
NFR-1.103	The Register must have the ability to support the typical SDLC through discrete environments such as development, testing, pre-Production, integration and Production Environments.	**CORE**
NFR-1.104	The Register must have the ability to support industry standard SDLC processes and practices.	**CORE**
NFR-1.105	The Register must have the ability to conduct SDLC activities efficiently using flexible, configurable tools workflows and interfaces.	**CORE**
NFR-1.106	The Register must have the ability to operate efficiently across all environments.	**CORE**

Req ID no.	Requirement	Requirement Priority
NFR-1.107	The Register must have the ability to conduct user training without affecting the Production Environment.	**CORE**
NFR-1.108	The Register must provide an ongoing Third Party Software integration environment allowing for external software vendors to develop and test software to integrate with the Register.	**CORE**

19. Testing Requirements

Req ID no.	Requirement	Requirement Priority
NFR-1.109	The Register must be tested in accordance with the testing services specified in **Schedule 2 – Attachment B – Register ICT Service Requirements**.	**CORE**
NFR-1.110	The Third Party Software integration environment must provide interfaces, test harnesses/cases and test Data sets in support of the end-to-end testing of all functions for integration.	**CORE**
NFR-1.111	The Third Party Software integration environment must provide the ability to certify the compliance of Third Party Software for use with Register Software.	**CORE**

20. Not used

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SCHEDULE 2

ATTACHMENT E

HIGH LEVEL DESIGN

Table of Contents

1. Introduction

1.1.1 The purpose of this **Schedule 2 – Attachment E – High Level Design** is to provide the High Level Design principles and high level capabilities for the Register and to add the necessary detail to the current National Cancer Screening Register requirements to represent a suitable model for operation of the Register.

1.1.2 This **Schedule 2 – Attachment E – High Level Design** provides a conceptual overview of the Register, identifying the main components in a technology agnostic fashion that would be developed for the Register and the Register interfaces.

1.1.3 The High Level Design describes the:

(a) design principles for the Register;

(b) design aspects of the Core Register;

(c) User Interfaces to be implemented;

(d) Data exchange components and integration points;

(e) business intelligence components for the Register; and

(f) integration with enablers.

1.2 Terms Used

1.2.1 Capitalised terms have the meaning given to them in **Schedule 8 – Glossary**. A number of additional capitalised terms which are not provided in **Schedule 8 – Glossary** but relate to specific functionality, processes or transactions within the Register, have the meaning provided in this **Schedule 2 – Attachment E – High Level Design** or are the names for functionality, processes or transactions within the Register.

2. Design Principles

2.1 Utilise Natural Processes

Incorporating themes of accessibility and usability, utilising Natural Processes describes the concept of introducing ICT enablement capability that aligns with the normal business practice of the End User, i.e. not introducing complex cumbersome tasks that deviate from the task at hand.

2.2 Reusable

Components of the System and patterns of business practice should be composed to be continually reused by different consumers. Components that already exist should also be reused. Maximising reuse will aid in reducing costs, aligning common business practices, reducing time to market and increasing return on investment.

2.3 Interoperable

The areas of integration of the System should be based on industry best practice and incorporate open standards. This will allow for more flexible extension and change in the future and avoid locking the System into proprietary interface definitions or vendor specific interfaces.

2.4 Manageability

Design for flexibility in operation and management. The future operating model may be multi-tenanted. In addition there will be tasks that the National Cancer Screening Program may want active involvement in (such as reporting, auditing or research and policy development), and that other tasks (such as day-to-day operation) may be outsourced as a managed service.

2.5 Design for Continuous Evolution

Design with the recognition that change is inevitable. Business practices, business processes and National Cancer Screening Program policies change - as such the System must be designed to be agile, flexible and change must be cost effective.

2.6 Automate and Abstract

Automate tasks that are common, have a cost benefit, need to be defendable, are well defined and do not require human judgement. Abstract the decision steps in such a way that allows for transparency of decision making and easy management.

2.7 Consistent and Current

Align with current health industry strategic practices and initiatives to ensure that the Implementation is consistent and aligned with other activities and to ensure that the Solution is up-to-date with current practices. This principle incorporates an evidence based approach to what works and lessons learnt.

2.8 Quality and Efficiency

Design in consideration of emotive words such as: seamless, accurate, high-quality and non-intrusive. Design should consider the avoidance of duplication, efficiency and cost effectiveness to gain the best outcome for the community, health providers and the Government.

3. The Five High Level Capabilities of the Register

The overall design of the System can be classified into five (5) high level capabilities. The conceptual overview of the design will describe each of these capabilities in detail in order to provide a holistic view of how the design will support the National Cancer Screening Programs.

The five capabilities are:

1. the Core Register;
2. Data exchange;
3. User Interface;
4. business intelligence; and
5. integration.

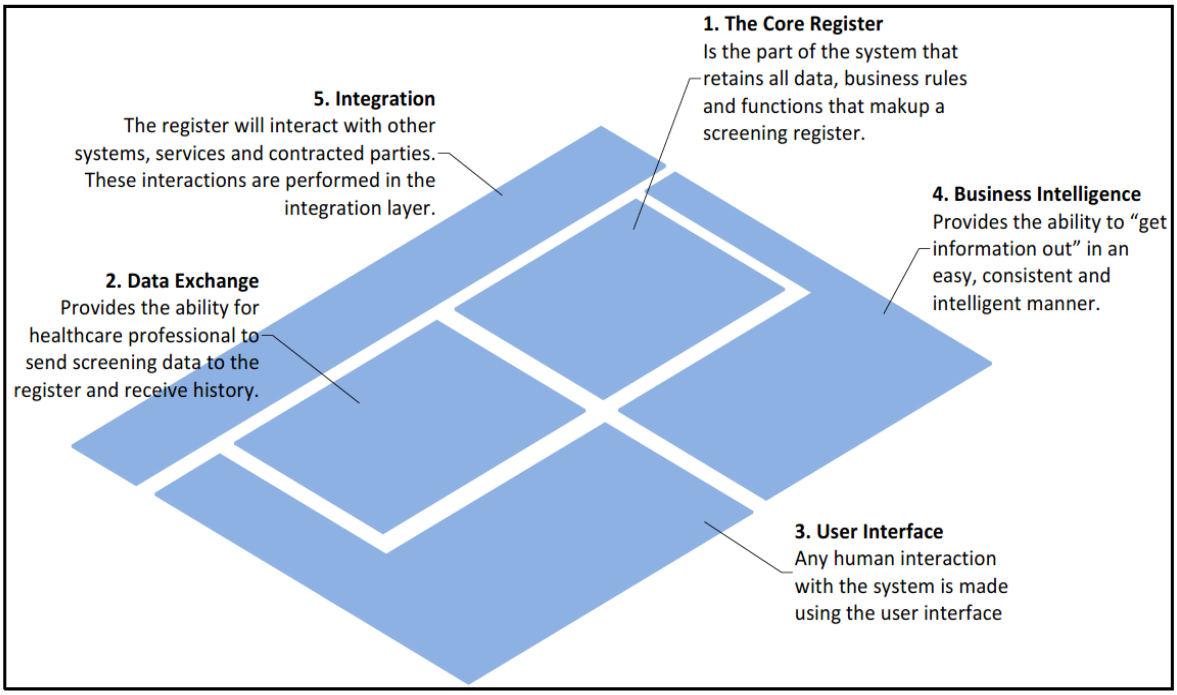


Figure 1 - High level Register capabilities

Figure 2 (Design on a Page) identifies a further layer of detail beyond the high level capabilities

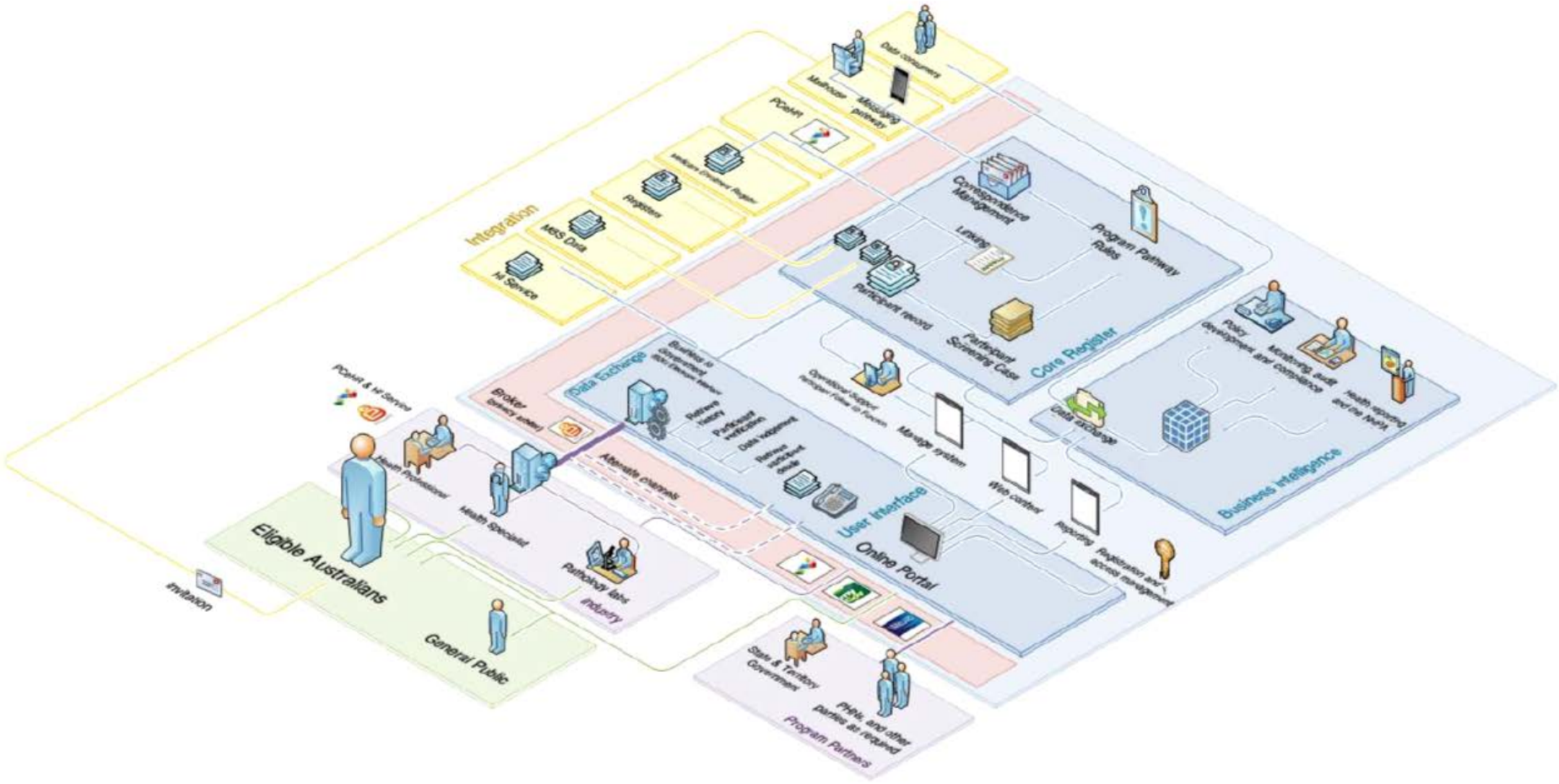
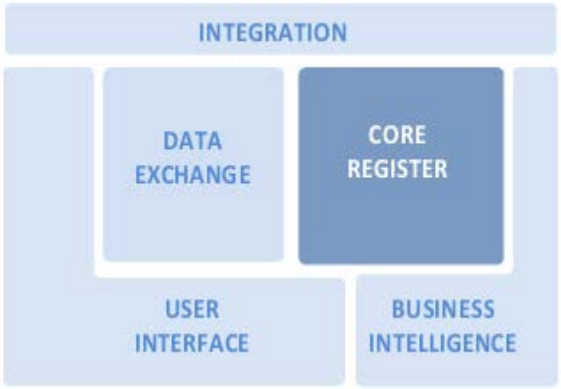


Figure 2 - Design on a Page

3.1 The Core Register

As the engine of the System the Core Register retains all Data, business rules and functions that make up the Register. There is one Participant record which is linked to other information, business rules and workflows that support the Screening Rounds.



The Core Register describes the primary elements of the System which are used to support the Register functions. These elements include:

- the Participant record;
- Screening Rounds;
- information linking;
- Program Pathway rules; and
- correspondence management.

The Core Register is managed using the following channels:

- the User Interface;
- an Electronic Data Exchange (B2G) interface; and
- paper and telephone (managed by the Register operator and uses the User Interface).

The Core Register integrates with:

- other Systems to provide enabling functions (such as Mailhouse), and
- a business intelligence (or reporting and analytics) environment.

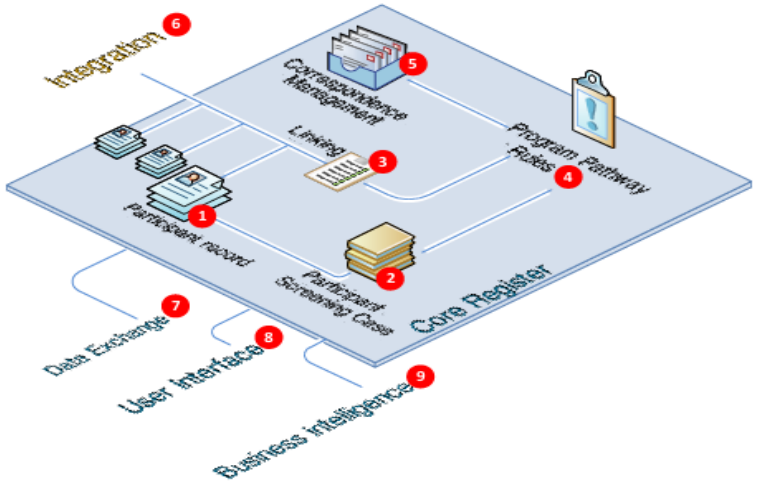


Figure 3 - Components and Interfaces of the Core Register

3.1.1 Components of the Core Register

The Core Register is comprised of the components as indicated in Figure 3. These components provide the centralised Data holdings of the Register, the business rules and process rules around the management of a Screening Round as well as the creation, Modification, deletion and presentation of Register information. Figure 3 shows the integration points for the Register.

(1) The Participant Record (Case)

The Participant record contains information for a National Cancer Screening Program Participant. Information that is kept against the Participant record includes Personal Information (such as name, gender, and age), physical location information, and contact information including alternate contacts and correspondence preferences and relationships with Healthcare Professionals such as their general practitioner. This record provides a single view of the Participant across multiple Screening Rounds. This model supports cancer Screening Rounds that cross the National Cancer Screening Programs being cervical and bowel screening.

(2) Participant Screening Round

Participation in a screening of the National Cancer Screening Program will result in the collection of Data by the Register. The information collected with regard to the Screening Pathway will be tracked and managed similarly to a Screening Round. For example, a Screening Round has a finite lifespan. An event triggers the creation of a Screening Round and the Screening Round is managed/monitored until it is Closed. A fundamental aspect of the National Cancer Screening Register is to support multiple screening National Cancer Screening Programs as well as multiple instances of participation in screening by a Participant. This may happen either within a single National Cancer Screening Program, or across National Cancer Screening Programs. For example, a person should be able to participate in cervical and bowel screening. There may also be multiple Screening Rounds open for any Participant at any time.

For these reasons the Screening Round model will work well with each screening being handled as a separate round. Each National Cancer Screening Program can be treated as a separate round under the same principle. Data structured in such a way will provide the Register with a "whole of life" perspective of the Participant which would be advantageous from the perspective of provision of targeted Services.

(3) Linking

Where legislation and privacy allows, Participant information will be linked with other sources of information known about the individual. This will form the single logical view of a Participant and will allow for intelligent decision making regarding the Services that the Participant is offered and the timing of those Services, (refer to **section 3.1.1(4)** "National Cancer Screening Program Pathway Rules" below).

(4) National Cancer Screening Program Pathway Rules

The Register will utilise underpinning business rules and workflow engine to "manage" events within the System. Some key areas which will utilise this capability include:

(a) Intelligent Participant Targeting

Utilising information known about individuals to make targeted decisions on who to invite to participate in the National Cancer Screening Program and when. For example, a hypothetical scenario may be that a patient was discharged from a hospital after being treated for a bowel related condition. During that time a Colonoscopy was performed and no abnormalities were identified. A rule may be

identified that this individuals' screening may be rescheduled to the next invitation cycle due to this acute care Colonoscopy.

(b) **Flexible Pathway Configuration**

The Screening Pathway is, in its most simple form, a workflow with a series of statuses and communication points. A business rule and workflow engine will allow for flexibility in configuration and providing ICT agility to better align with evolving National Cancer Screening Program policy and initiatives. This model will also provide the flexibility that is needed to support multiple National Cancer Screening Programs, delivering a model which is configurable to the differing facets of each individual Program as well as any jurisdictional nuances.

(c) **Business Activity Monitoring**

Important business activities will be recorded, allowing for greater visibility of business activities in support of audit, risk and compliance needs.

(5) Correspondence Management

Correspondence required during the Screening Pathway will be managed by a core correspondence management capability. Templates will be able to be created and managed by authorised personnel and correspondence preferences of "to whom" and "via what channel" will be manageable against each Participant record. All correspondence will be recorded and be able to be re-delivered at a later time, or viewed in a "single view of the Participant".

3.1.2 Integration points of the Core Register

(6) Integration with Supporting Systems

The core System will integrate with a number of supporting Systems in order to achieve its objectives. As an example, the core System will integrate with a Mailhouse in order to send paper based correspondence.

Refer to **section 3.5** "**Integration**" below.

(7) Data Exchange

Adoption of an electronic interface for automatic updates to the Participant record by the Healthcare Professional will be adopted. This will provide a simpler and less intrusive mechanism for the Register to maintain current and accurate information regarding National Cancer Screening Program Participants.

Refer to **section 3.3** "**Data exchange**" below.

(8) User Interface

Any human interaction with the Register shall use the User Interface.

Refer to **section 3.2** "**User Interface**" below.

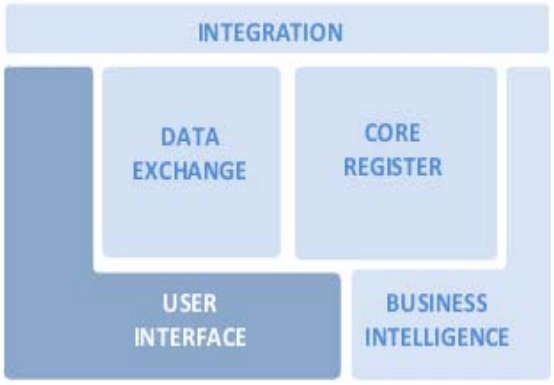
(9) Business Intelligence

A dedicated reporting and analytics platform will provide the ability to use a single common information repository to provide targeted reporting and analytics capability to National Cancer Screening Program Stakeholders.

Refer to **section 3.4** "**Business Intelligence**" below.

3.2 User Interface

Any human interactions with the Register will be performed via the User Interface. Responsibilities of the User Interface are broad, ranging from delivering educational and promotional information for the general public, disseminating reports to various Stakeholders, and for the operational support and day-to-day interaction with the Register.



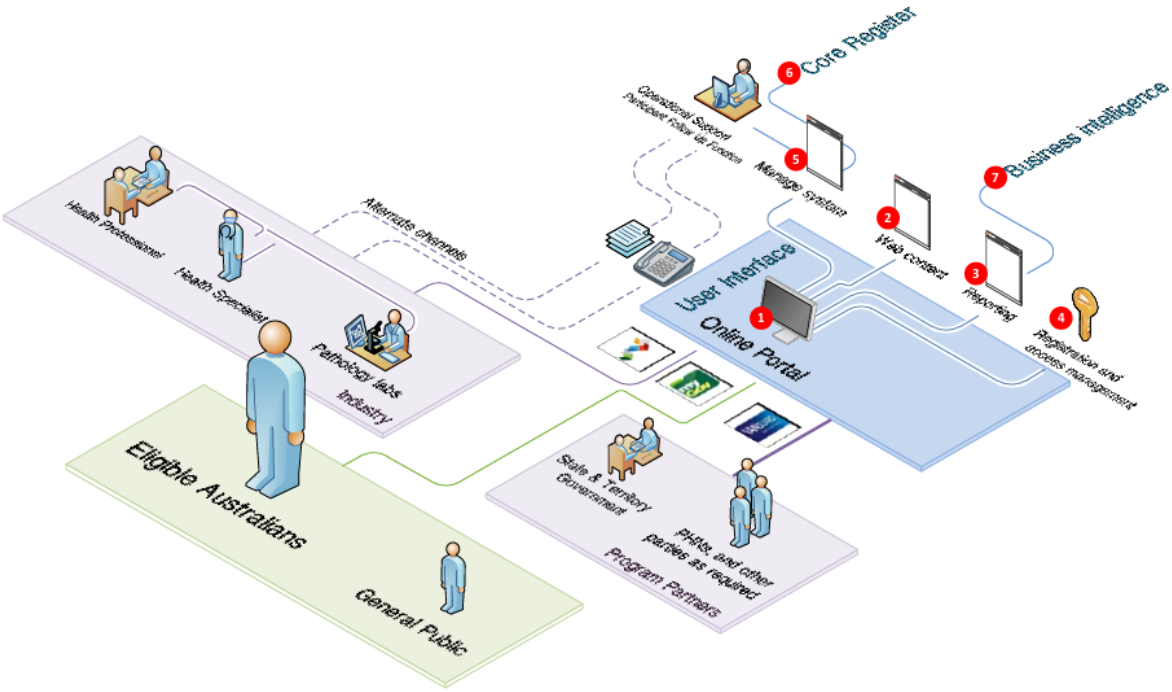


Figure 4 – User Interface

3.2.1 Components of the User Interface

(1) Online Portal

The User Interface (Register Online Portal) is split into three categories:

(1) **Register System operation**: includes the general operation and administration performed by a Register Operator as well as using a Self-service model where functions are exposed to Healthcare Professional and Eligible Australians.

(2) **Information delivery**: primarily website content that assists in education and exposure of the National Cancer Screening Programs.

(3) **Reporting**: delivery of operational and business reports to external Stakeholders such as National Cancer Screening Program partners and Healthcare Professionals.

Underpinning these categories shall be a registration and access management capability.

The Register Online Portal interface need not be provided solely using a single ICT capability, instead it is likely that each of the high-level categories may be individual Systems in their own right. In alignment with the principles of "**Reusable**", "**Consistent and Current**" and "**Quality and Efficiency**", subject to Detailed Design, the System online portal interface may be composed of existing Whole of Government capabilities to form a composite solution that is consistent with other government capabilities and provides a value for money proposition.

The "**reporting**" and "**manage System**" categories will require the End User to be known to the System as well as to have authority to access the information and functions. Subject to Detailed Design, a roles-based authorisation model will be used which will leverage trusted identity and authentication providers:

- myGov for citizens;
- Vanguard and AUSkey for non-Healthcare Professional organisations and employees; and
- National Authentication Service for Health (**NASH**) for Healthcare Professional organisations and their employees.

(2) Public Website Content

Information about National Cancer Screening Programs will assist in raising public awareness of cancer screening and its benefits. The www.cancerscreening.gov.au (or similar) website "look and feel", content and information architecture will be refreshed with a focus on End User experience and in particular, providing a consistent experience across National Cancer Screening Programs when viewing web content, reports, or logging in to view or manage the Register.

(3) Reporting

Data sourced directly from the reporting environment can be presented as statically published hypertext (such as high level summarised statistics on National Cancer Screening Program outcomes) and dynamically generated downloadable reports. Access to some reports will be restricted to End User communities and organisations to provide targeted information relating to National Cancer Screening Program outcomes and participation. For example, primary healthcare networks and Healthcare Professionals will gain access to reporting specifically targeting their own needs.

Refer to **section 3.4** "**Business Intelligence**" below.

(4) Registration and Access Management Services

Subject to Detailed Design, access to the System online portal will be brokered by third party identity and authentication providers providing the advantage of broader Whole of Government alignment and the devolution of operational management and responsibility to external service providers. Even though a large portion of responsibility is delegated there is still a need for initial End User registration with the Register Services as well as ongoing access management.

(5) View and Management of the Register

Participants will be able to perform targeted activities such as self-registration, Opt-on/Opt off, and update contact details and preferences. Healthcare Professionals will be able to perform functions such as lodge screening information, view Participant details, and verify participation status. These functions will be provided through a simplified online portal interface.

Register Operators including those performing follow-up activities will have access to all functions of management of the Register allowing them to perform activities such as operating the information line (Call Centre), processing of paper interactions, Data matching, issue resolution, follow-up and general management activities.

All access to the Register functions and Data will be managed using role-based access control.

3.2.2 Integration Points of the User Interface

(6) Connectivity to the Core Register

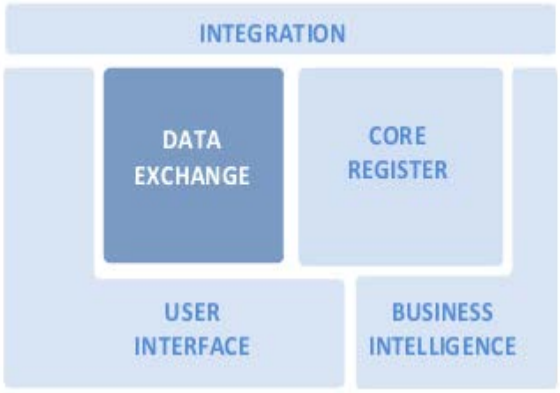
The ability to perform Register management functions from the online portal End User interface requires connection to the Core Register sub-System.

(7) Connectivity to Business Intelligence

The ability to provide access to reports and reporting functions from the online portal End User interface requires connection to the business intelligence sub-System.

3.3 Data Exchange

Data exchange describes a modern approach to the exchange of National Cancer Screening Program Pathway information, demographic, clinical history and clinical result Data to support clinical decision making and to track National Cancer Screening Program Participants as they progress through the Screening Pathway. The mechanism utilises modern Systems integration techniques that align with current eHealth government initiatives.



At several parts of the Screening Pathway information is collected from various Healthcare Professionals. In some instances the collection rate for this information to date has been very low and as such poor Data collection has been identified as one of the most critical business drivers. In other instances where the Data exchange rate is high, it has been identified that the collection/exchange mechanism has been varied and without consistency between jurisdictions.

Within the scope of the Services better Data collection will lead to better reporting, more targeted policy decision making, and the ability to accurately assess the National Cancer Screening Program effectiveness in saving lives through early detection and prevention of cancer.

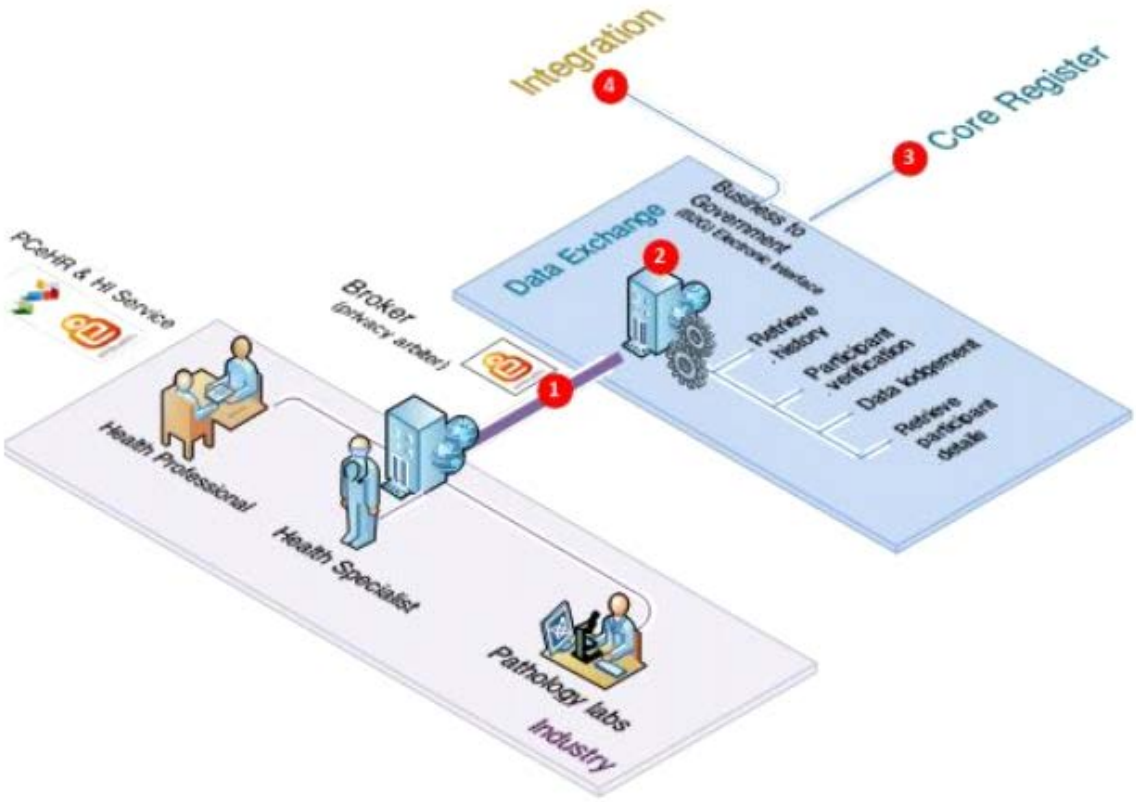


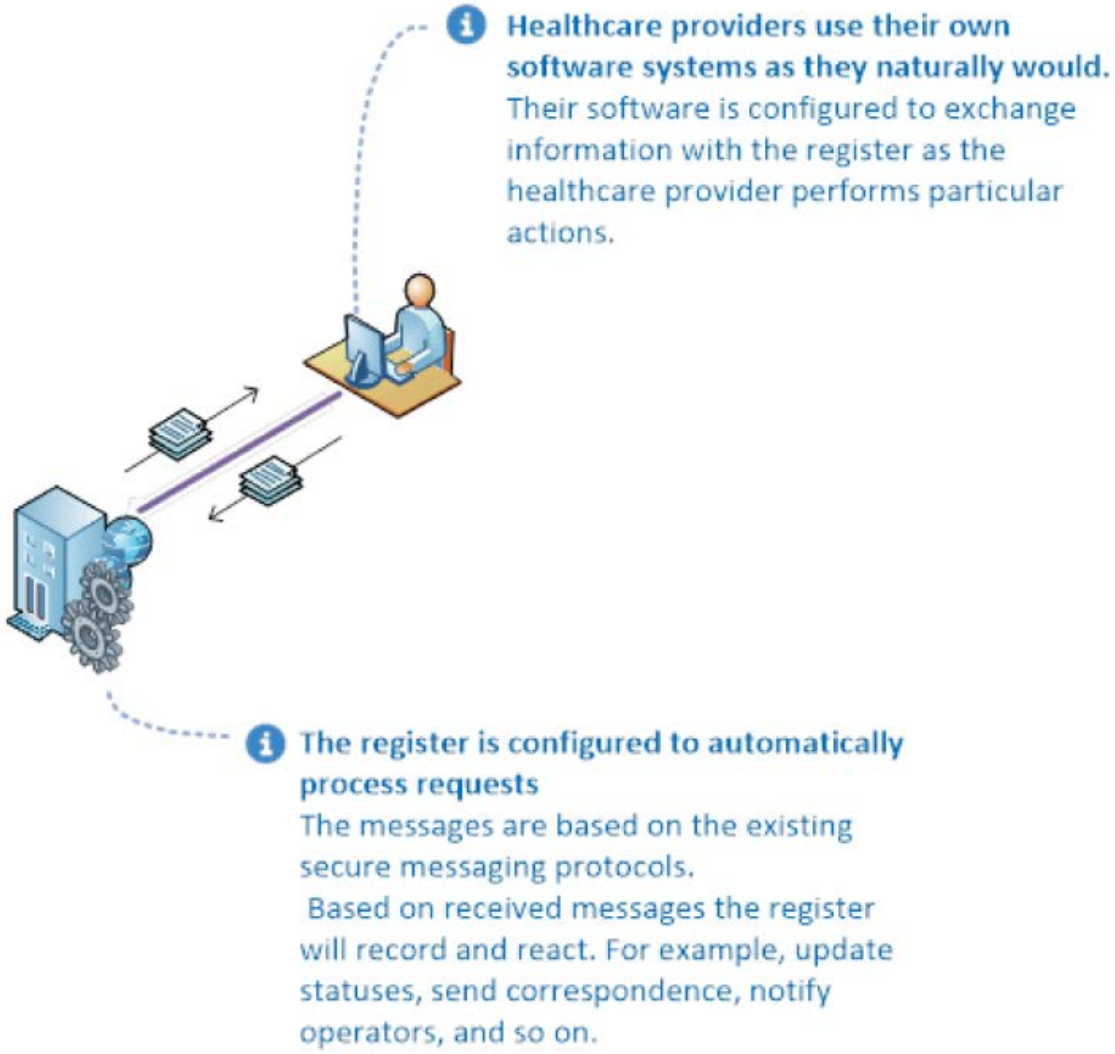
Figure 5 - Components of Data exchange

3.3.1 Components of Data Exchange

(1) The Data Exchange Interface

The Register will work with the other to encourage uptake of an Electronic Data Exchange (B2G) interface as the primary channel for exchange of National Cancer Screening Program related Data. Creation of these interfaces is a fundamental aspect of efficient Register operation as well as being able to transparently embed into the natural business practices of Healthcare Professionals in a modern and consistent manner.

It is expected that the introduction of an electronic interface directly into Healthcare Professional Systems will reduce Data lodgement/exchange time, dramatically increase lodgement uptake, remove duplicate Data entry needs and allow for accurate and timely Data.



Data exchange will provide functions such as:

- **National Cancer Screening Program Participant Verification**

  An electronic interface will allow Healthcare Professionals to validate the participation status of their patients. Individual Healthcare Identifiers (or equivalent) will be submitted to the Register and the response will identify participation as a positive or negative status. The verification can be performed in real-time as transactions are being processed, or in bulk as a batch style process.

- **Data Lodgement**

  The Data lodgement electronic interface allows Healthcare Providers to electronically transfer National Cancer Screening Program/screening related Data to the Register. The exchange can be performed in real-time as transactions are being processed, or in bulk as a batch style process.

- **Retrieve History**

  History retrieval will allow Healthcare Professionals to retrieve specific screening history to assist with clinical decision making.

- **Manage Participant Details**

  The ability to retrieve Participant details will allow Healthcare Professionals to understanding screening dates, to manage contact details, or perform tasks such as Opt off, Defer, or bring forward screening events on behalf of Participants.

(2) B2G System

In support of the Electronic Data Exchange interface the B2G System shall be responsible for the receipt and response of inbound messages. In doing so:

- the transaction will be recorded;
- appropriate security will be applied;
- the message may be supplemented with additional information (see **section 3.3.2(4)** "integration with external service" below);
- the message will be transformed from the external secure messaging format to the appropriate internal format and back again;
- message routing (all processing of the messages are performed by the Core Register); and
- the management of exceptions.

3.3.2 Integration points of Data exchange updating and interacting with the Register

All electronic Data exchange messages relate to either retrieving information from the Core Register, or updating the Core Register. All requests will be routed to the Register for action. Examples of the functions that will be performed are:

- retrieving the Participant details (including screening dates);
- retrieving screening history;
- notifying Screening Round events (e.g. Healthcare Professional referral for Colonoscopy); and
- requesting a screening kit.

A full list of Functional Requirements is in **Schedule 2 – Attachment C – Functional Requirements**.

(4) Integration with external services

HI Service

Where the Register receives incomplete/inaccurate identifying Data it may be desirable to identify an individual using the Healthcare Identifiers Service (**HI Service**). Under this scenario, a search of the HI Service will be performed, and the inbound record will be supplemented with this identifying information.

(5) Alternate Mechanisms

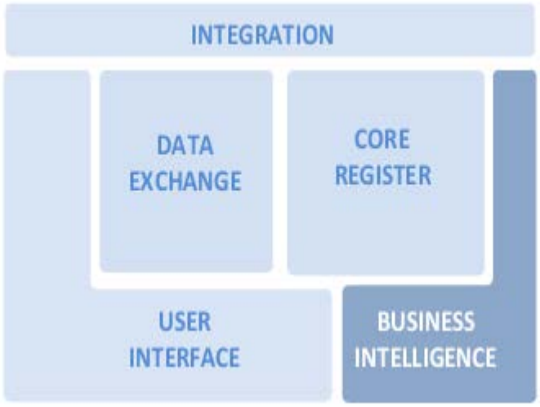
The alternate Data lodgement channels will be available for those Healthcare Providers who will not have Systems capable of electronic integration. The online forms submission will be routed via the Data lodgement electronic interface, thus reducing manual overheads, removing

duplication of processing rules and streamlining processes. The paper channel will be supported via the Register Operator.

3.4 Business Intelligence

The Business Intelligence (**BI**) requirements of the National Cancer Screening Register are split into two distinct groupings:

- operational reporting; and
- strategic and analytical reporting.



Enhanced reporting is a major facet of the design of the Register System and regardless of which grouping, the key focal points for business intelligence are:

(a) Reporting effectiveness

The effectiveness of reporting shall be dependent on the timeliness, quality and completeness of Data that is available. Design regarding more effective collection of Data can be found in **section 3.3** "Data exchange" above.

(b) A single source of Data accessed via common tools

All Data collected in the Register shall be managed in a single master repository for use in gaining intelligence for National Cancer Screening Programs.

Operational Data shall be well structured and user reporting tools available to an authorised End User to allow them to generate pre-defined scheduled reports, online analytical query processing, ad-hoc queries and direct access to raw Register Data.

(c) Self-service

Various National Cancer Screening Program Stakeholders shall have access to current and reliable screening National Cancer Screening Program Data delivered to them as a Self-service capability.

All BI capabilities shall be subject to an agreed governance and Data Release Policy that will be developed as part of the establishment of the Register.

Operational reporting

The Register shall provide the operational reporting capability that will support:

(a) the Service Provider's obligations under this Services Agreement;

(b) the day-to-day operations of the Register;

(c) operational reporting requirements of Register Stakeholders; and

(d) quality and safety monitoring.

Operational reporting shall leverage as far as possible out-of-the-box operational reporting capabilities to support the above activities.

Operational reporting capability

Delivery of operational reporting shall be broken into three (3) high level capabilities:

(1) standard reporting - pre-defined and automatically generated. These are typically the types of reports that are commonly requested and/or regularly needed. For example, a quarterly activity statement separated by jurisdiction or age, or SLA or other;

(2) ad-hoc Self-service - this capability provides the ability to "browse" Register Data online in order to retrieve pre-defined information as required; and

(3) Data export – the ability to export raw Register Data on a periodic basis to be agreed by the Parties so that Health retains all data on the Health EDW so that analysis can be performed on external analytical platforms.

Strategic and analytical reporting

The Register Data Warehouse will provide all strategic analytical reporting using existing processes and tools. Data from the Register will be required to be integrated with the Health EDW on a regular basis and Health may also conduct analysis / analytical reporting from the Health EDW.

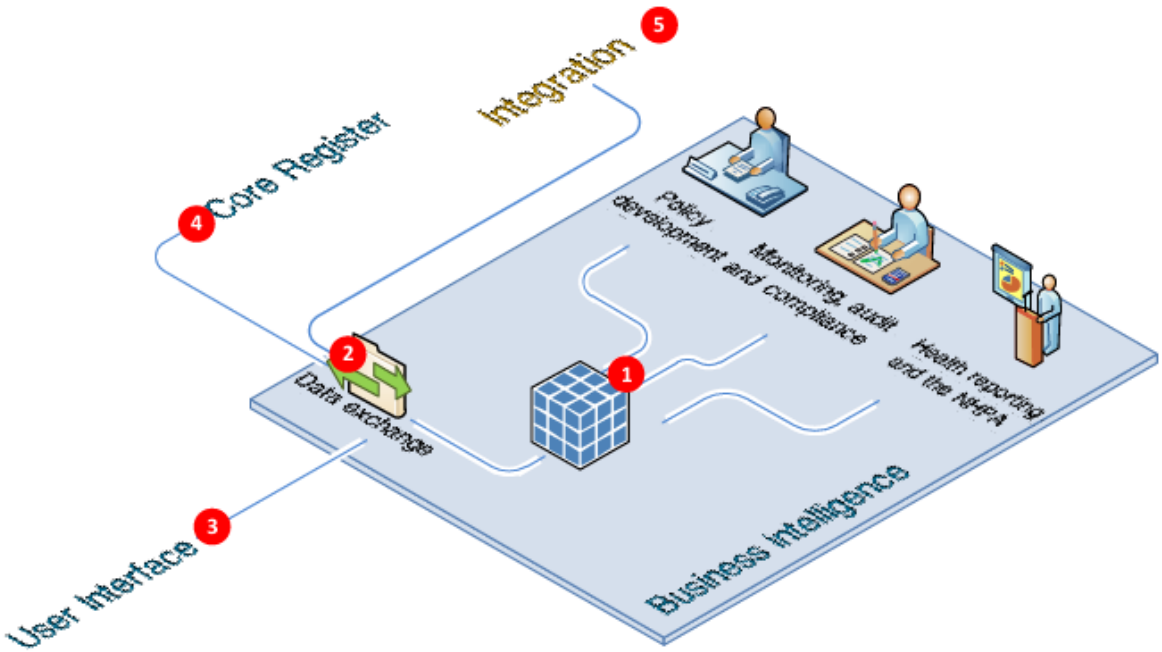


Figure 6 - Business Intelligence – strategic and analytical reporting

3.4.1 Components of strategic and analytical reporting

(1) Strategic, analytical reporting capability

Delivery of strategic and analytical reporting is broken into four (4) high level capabilities:

(1) standard reporting - pre-defined and automatically generated. These are typically the types of reports that are commonly requested and/or regularly needed. For example, a quarterly activity statement separated by jurisdiction or age, or SLA or other;

(2) ad-hoc Self-service - this capability provides the ability to browse Register Data online in order to retrieve pre-defined information as required; and

(3) analytics - an analytics/query builder tool or functionality shall be required as part of the BI toolset. This will enable a report developer or person with specialist skills the ability to request reports on specialised analysis that cannot be provided through a standard or ad-hoc Self-service report. Examples of these are benchmarking, predictive analysis (forecasting) or Data mining; and

(4) Data export – the ability to export raw Register Data on a periodic basis to be agreed by the Parties so that Health retains all data on the Health EDW so that analysis can be performed on external analytical platforms.

(2) Data Exchange (& Data integration)

The Register Data Warehouse will provide a Data exchange capability that allows Register Data to be pushed into a stage/Data mart that will be used to create reports and query.

(a) Data to the System

All Register Data (or deltas thereof) will be automatically submitted through the Data exchange capability on a regular basis. This Data transfer will be electronic, secure, and without human intervention.

Upon receipt, the new Data will be integrated with the existing Data repository. During this activity the Data will be validated, cleansed, transformed and loaded. A System report will identify any issues found during this process.

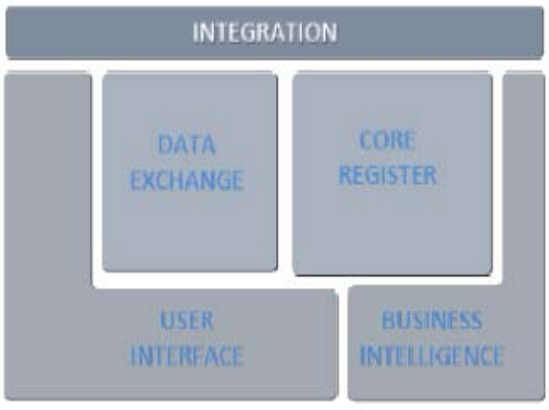
(b) Information Retrieved from the System

The Data exchange capability provides the ability to retrieve information. This includes standard reports, ad-hoc reports or raw Data exports.

3.4.2 Integration Points of Strategic and analytical reporting

(3) Website Reporting

Regular pre-defined reports will be made available through the Register online portal. This information will assist in increasing the education and awareness of the general public with regard to cancer, and the benefits of the National Cancer Screening Programs. Healthcare Professionals/primary healthcare networks and State and Territory governments will also have access to targeted reporting on aspects of their own National Cancer Screening Program participation.



(4) Connection to the Core Register

All Register information is electronically transmitted to the BI capability on a regular basis and without human intervention.

(5) Connection to Data Consumers

Authorised entities such as Australian Institute of Health and Welfare (**AIHW**), research bodies and primary healthcare networks may have access to summarised/De-identified Health's EDW and Register Data in a raw format. This will allow for utilisation of the Data in other external analytical environments where Data can be "mashed-up" for other purposes.

3.5 Integration

Each of the capabilities described in previous pages should enable, or utilise a number of third party integrations. For example:

(1) The Core Register is underpinned by the integration with Mailhouse services, eHealth Secure Messaging Protocols, the Medicare enrolment Data, the Personally Controlled Electronic Health Record (**PCeHR**), now My Health Record, and other Data sets such as cancer registries.

(2) Data exchange is underpinned by the integration with HI Service.

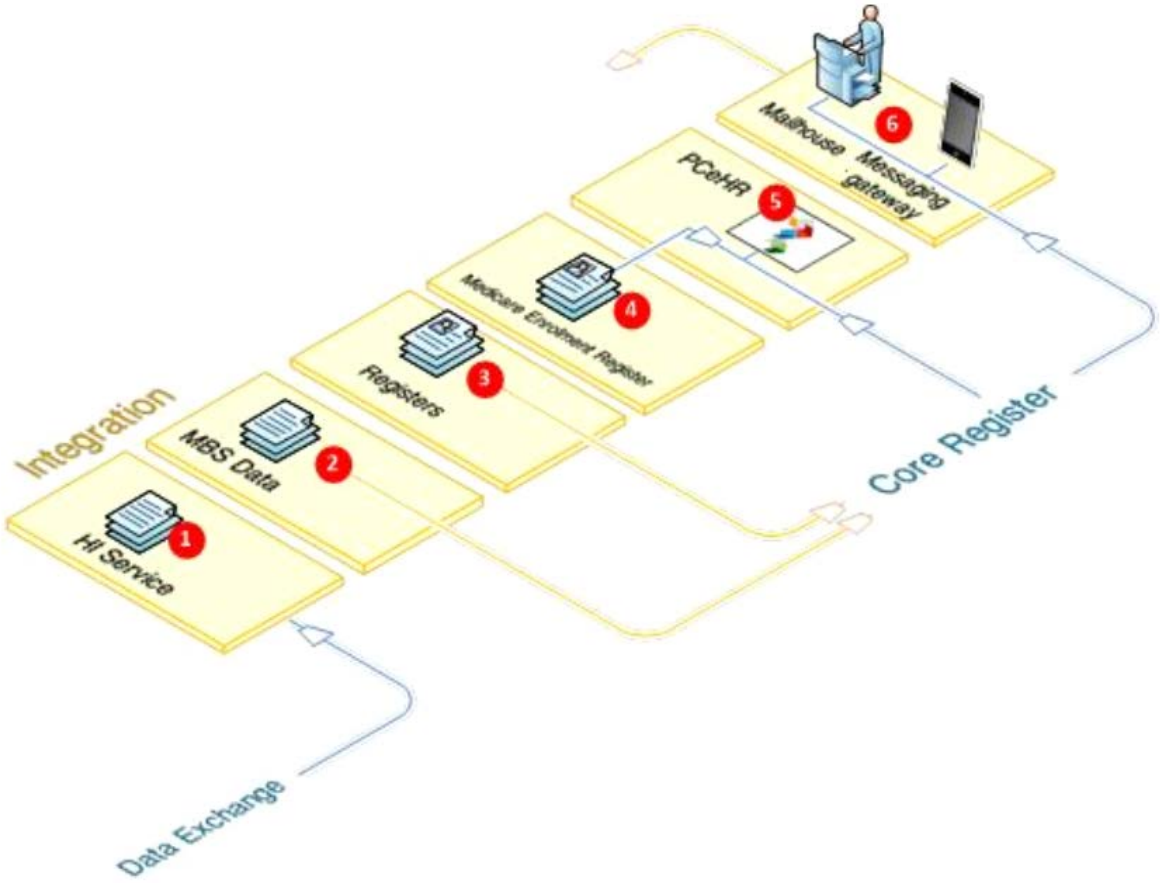


Figure 7 - The integration capability

3.6 Components of the integration capability

(1) Healthcare Identifier and the (HI) Service

Where privacy and legislation permits, the HI Service may be used to validate personally identifiable information provided to the Register. This assists in the receipt of high quality Data and provides a high level of automatic Data matching/processing.

(2) Medicare Benefits Schedule Data

Medicare Benefits Schedule (**MBS**) claiming information will be used in order to provide a more targeted approach to managing screening invitations and the Screening Pathway. For example, if it is known that a Colonoscopy procedure has been recently administered, then the Colonoscopy Re-screen date may be reset. A series of business rules will determine how the Register will react to MBS claim Data.

(3) External Register information

Where possible, other external information repositories will be used to supplement information recorded against National Cancer Screening Program Participants. Initially HPV vaccinations will be recorded. Death Data may also be sourced from a "births, deaths and marriages" Register.

(4) Medicare enrolment Data

Information on individuals will be sourced from the Medicare enrolment Data. This will provide the authorative source of information used in screening invitations and Reminders.

(5) My Health Record

Information may be published from the Register to an individuals' My Health Record, where possible, and as needed. This information may supplement any screening information already being provided by Healthcare Professionals.

(6) Mailhouse and messaging gateway

The Mailhouse provides mailing facilities for paper correspondence for the Programs issue of the National Bowel Cancer Screening National Cancer Screening Program FOBT Kit.

A messaging gateway could support other communication channels where formal paper correspondence is not required, for example, Reminders could be delivered using SMS.

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 2

ATTACHMENT F

DRAFT SOLUTION ARCHITECTURE

[NOT PROVIDED]

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 3

ATTACHMENT A

KEY PERSONNEL

Attachment A – Key Personnel

The following is a list of positions that are considered to be Key Personnel. The description of the role of each Key Personnel is specified in **Schedule 4 – Pricing Framework** and in the table below. The table below provides a description of the initial proposed roles of each Key Personnel. However, the detailed descriptions of the roles and responsibilities of each Key Personnel will be finalised during Implementation and Transition and included in the Policies and Procedures Manual. As reasonably required, Health may add additional Key Positions to the list at any time.

Key Positions	Description of role	Name of Key Personnel	Expected Utilisation
Service Provider Representative	Refer to section 4.1 of **Schedule 3 – Management and Governance**. Responsible for the overarching strategic relationship with Health. Decision maker responsible for this Services Agreement on behalf of the Service Provider including any variations to this Services Agreement. Chair of the Project Control Board with strategic oversight for the successful delivery of the Project with a key focus on quality outcomes.	[redacted]	As required
Senior Executive Sponsor	Refer to **Schedule 4 – Pricing Framework – Attachment D – Labour Role Definitions**, section: "Register Management Roles". For the purposes of the NCSR organisational structure this role will be internally referred to as "Executive Director". In addition to the roles specified this will: • have a direct relationship with Health key personnel, advisory group as well as the States and Territories Stakeholders; • act as required, as the spokesperson for the NCSR on Registry related matters; • actively participate in NCSR planning and ensure sustainable strategic relationships are maintained across the Stakeholders for the delivery of the Program; and	[redacted]	100%

Key Positions	Description of role	Name of Key Personnel	Expected Utilisation
	• chair key NCSR committees ensuring the delivery of a high-quality, efficient and effective NCSR.		
Account Executive / Account Manager	• One of the key interfaces for Health in the Service Provider organisation. Represents Health's concerns / issues back into Service Provider organisation and ensure they are managed and addressed appropriately to a satisfactory outcome. This includes commercial issues. • Manage the day to day relationship with Health. • Focussed on Health attaining key Outcomes. • Works closely with and reports to Senior Executive Sponsor. No direct reports.	[redacted]	100%
Operational Service Delivery Executive	Refer **to Schedule 4 – Pricing Framework – Attachment D – Labour Role Definitions**, section: "Register Management Roles". For the purposes of the NCSR organisational structure this role will be internally referred to as "General Manager Service Delivery National". In addition to the roles specified this role will: • have direct relationship with State and Territory Health Departments, ensuring their needs in particular related to operational reporting and Services are met.; • be responsible for ensuring the accuracy for all Service Level reporting and associated billing; • be responsible for the operation of the Operator Register Services, including Mailhouse Management Services and Call Centre Services;	[redacted]	100%

Key Positions	Description of role	Name of Key Personnel	Expected Utilisation
	• be responsible for third party contract management as well as Health contract management; and • be responsible for ensuring education and training of Stakeholders		
Implementation and Transition Manager (Program Manager & Transition Manager)	Refer to **Schedule 4 – Pricing Framework – Attachment D – Labour Role Definitions**, sections: "Project Management Roles" and "Register Management Roles", "Transition Manager". For the purposes of the NCSR organisational structure this role will be internally referred to as "Program Manager". In addition to the roles specified this role will: • be directly responsible during the Implementation phase of Business and IT Project Managers. • be responsible for the Project Management Office. • liaise with Health ensuring visibility of the Project and delivery within time and budget.	[redacted]	100% during Implementation and Transition As required following Implementation and Transition
IT Register Service Delivery Manager	Refer to **Schedule 4 – Pricing Framework –Attachment D – Labour Role Definitions**, section: "Register Management Roles".	[redacted]	100%
Operations Service Delivery Manager	Refer to **Schedule 4 – Pricing Framework – Attachment D – Labour Role Definitions**, section: "Register Management Roles". For the purposes of the NCSR organisational structure this role will be internally referred to as "General Manager Service Delivery Operational". In addition to the roles specified this role will: • have responsibility for identifying and managing risk;	[redacted]	100%

Key Positions	Description of role	Name of Key Personnel	Expected Utilisation
	• have responsibility for ensuring data quality; • be working with the Quality Manager to ensure accreditation to the relevant quality standards. • have oversight of the contact centre and related staff; • have production of Call centre related SLA reports.		
Senior Architect	Refer to **Schedule 4 – Pricing Framework – Attachment D – Labour Role Definitions**, section: "Analysis and Design Roles".	[redacted]	As required following Implementation
Operational Security Adviser	• Carries out enterprise level strategic security reviews of applications and architecture to ensure Solution is aligned to business and security requirements. • Oversees and contributes to technology plans. • Makes recommendations on Services, applications, Software, infrastructure, network requirements as they relate to security. • Responsible for end to end Solution security design for complex projects and complex new application requirements. • Performs business case analysis for security options and scenarios.	[redacted]	100%

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 4

PRICING FRAMEWORK

Table of Contents

Table of Tables

1. Introduction

1.1 Background

1.1.1 This Schedule sets out the approach to pricing and the Charges payable by Health under this Services Agreement.

1.2 Structure of this Schedule

1.2.1 This Schedule comprises the following documents:

(a) This **Schedule 4 - Pricing Framework**, which sets out the approach and methodology for calculating the Charges payable by Health under this Services Agreement;

(b) **Schedule 4 - Attachment A - Resource Unit Definition Tables**. The Resource Unit Definition Tables set out the detailed charge calculation mechanisms for calculating the Charges payable for each Resource Unit by Health under this Services Agreement;

(c) **Schedule 4 - Attachment B - Pricing Tables**. The Pricing Tables set out the amounts and rates for the Charges payable by Health. The Pricing Tables must be read in conjunction with the Resource Unit Definition Tables;

(d) **Schedule 4 – Attachment C - Invoice Substantiation**. Invoice Substantiation sets out minimum invoice substantiation requirements; and

(e) **Schedule 4 – Attachment D - Labour Rate Role Definitions**. The Labour Rates sets out the definition and level of experience required for each of the Labour Rate Roles.

2. Pricing and payment principles

2.1.1 The following pricing and payment principles apply to this Services Agreement:

(a) Not used.

(b) Consumption-based pricing:

(i) where practical, pricing based on usage;

(ii) where appropriate, the adoption of a "pay-as-you use" approach for the delivery of services, rather than being tied to minimum terms; and

(iii) scalability and flexibility to provide for changes (i.e. capability to increase and decrease volumes, including in relation to providing the Services for additional National Cancer Screening Programs).

(c) Cost effectiveness of service delivery:

(i) the delivery of on-going value which includes cost reductions over time without negatively impacting on the achievement of the Outcomes; and

(ii) a "services" based approach where the Service Provider assumes responsibility and risk for the required components of the overall Solution.

(d) Management simplicity:

(i) a small number of meaningful and easily measurable Resource Units; and

(ii) a simple, efficient and easily assured billing, invoice and performance reporting process.

(e) Transparency:

(i) pricing and billing transparency that supports the pricing and payment model.

3. Pricing Basis

3.1 Basis of Charges

3.1.1 All Charges must be in Australian Dollars.

3.1.2 The Resource Units and Charges specified in the Pricing Tables are valid for the agreed Term, unless otherwise specified in this Services Agreement.

3.1.3 Not used.

3.1.4 Charges associated with the relevant Resource Units for the Register Services and Operator Services commence immediately following the Acceptance of the completion of the Implementation and Transition Services.

3.2 Not used

3.3 Taxes and Duties

3.3.1 With the exception of GST, the Charges are to be inclusive of all associated Taxes.

3.3.2 GST is charged in addition to the pricing specified in the Pricing Tables in accordance with this Services Agreement.

4. Charges

4.1 Types of Charges

4.1.1 The Charges comprise:

(a) Service Charges, which are grouped into Resource Unit Categories and Resource Units, based on:

(i) Unit Charges;

(ii) Fixed Charges; and

(iii) Milestone Charges; and

(b) Pass Through Expenses, which may be incurred in accordance with section 6.

4.2 Charges All Inclusive

4.2.1 The Charges outlined in this Schedule compensate the Service Provider for providing all of the Services and achieving all of the Outcomes (as a whole) and performing all of its obligations described in this Services Agreement (including all of its Schedules). Except as expressly provided in this Services Agreement, where the Service Provider is obliged to do anything under this Services Agreement, it must do so at no additional cost to Health and the only consideration to which the Service Provider is entitled to under this Services Agreement is the Charges specified in the Pricing Tables, subject to the Service Level Framework.

4.2.2 This Schedule defines Resource Units, Volumes, Unit Rates, Fixed Charges and Pass Through Expenses for certain Services, but not for all of the Services. Although these definitions relate to certain specific services and materials, they are used as a convenient means of calculating the Charges for all of the Services (as a whole).

4.2.3 The Charges calculated compensate the Service Provider for providing all of the Services (as a whole), including those Services in respect of which this Schedule does not define specifically applicable Resource Units or Charges. For example, this Services Agreement does not detail separate Resource Units for specific Hardware or Software, but the Service Provider is not entitled to charge Health additional amounts for such items on the basis that they are not specifically included within the Resource Unit or other pricing definitions.

4.2.4 Subject to the provision of Health Supplied Items by Health, the Service Provider is solely responsible for managing and providing the resources necessary to provide all of the Services in compliance with this Services Agreement, the achievement of the Outcomes, the Register requirements (including the Service Levels set out in **Schedule 5 - Service Level and Service Standard Framework**) and the Service requirements (including the Service requirements set out in **Schedule 2 – Statement of Requirement**; **Schedule 2 - Attachment A - Operator Service Requirements**; **Schedule 2 - Attachment B - Register ICT Service Requirements**; **Schedule 2 - Attachment C - Functional Requirements**; **Schedule 2 - Attachment D - Non-functional Requirements**; **Schedule 2 - Attachment E - High Level Design** and **Schedule 2 - Attachment F - Draft Solution Architecture**) while satisfying Health's business requirements.

4.2.5 Expenses incurred by the Service Provider in providing the Services including, without limitation, expenses such as for document production, photocopying, development or reformatting of reports, travel, per diem, accommodation, packaging, postage, express post, courier and other shipping services, are included within the Service Charges unless approved by Health as a Pass Through Expense in accordance with section 6.

5. Charges

5.1 Pricing Model

5.1.1 The Resource Unit Categories, Resource Units and Billable Volumes used to calculate the Service Charges are specified in the Resource Unit Definition Tables set out in **Schedule 4 – Attachment A – Resource Unit Definition Tables**.

5.1.2 Each Resource Unit definition has the following structure:

Charge Name	
Description	Brief description of the Services covered by this Charge. For the avoidance of doubt, the Statement of Requirement provides the description of the Services provided.

Scope of Services	Reference to relevant scope of Service sections covered by the Charge in the Statement of Requirement.
Pricing Table Reference	Identifies the table in the Pricing Tables that sets out the Resource Unit Rates/amounts for those Charges included in the Pricing Table.
Charge Type	Specifies the type of Charge. For example: ▪ Fixed Charge – a fixed one-time, annual or monthly amount that does not vary with the volume of resources consumed; ▪ Resource Unit Charge – a Charge that varies with the volume of resources consumed; and ▪ Milestone Charge – a Charge that is incurred on Acceptance of the achievement of a Milestone.
Resource Unit Definitions	Resource Unit definitions relevant to the Charge.
Non-Billable Volumes	The volumes for any Resource Units which are not separately billable, as measured in accordance with 'measurement of Billable Volumes'.
Measurement of Billable Volumes	Identification of the source records and basis of determining monthly Billable Volumes and Non-billable Volumes for the Charge. This includes, as relevant, specification of the following information: ▪ Identification of the relevant Billable Volume and Non-billable Volume data source(s) (i.e. tool, inventory, requests, timesheets); ▪ Other measurement aspects specific to the particular Resource Unit (e.g. conversion mechanisms, specific billing substantiation reports); ▪ For volumes based on usage - identification of the period and end-date for measuring the consumption (e.g. consumption during the Billing Period, as measured on the last day of the Billing Period); ▪ For volumes based on equipment numbers – the date used for determining the volume (e.g. 15th of each Billing Period or last day of each Billing Period); and ▪ For volumes based on average usage or numbers – how the average is calculated (e.g. if based on 'daily average usage', the total usage for each day during the Billing Period, divided by the number of days in the Billing Period).
Calculation of Charges	How the Charges are calculated (or a reference to the section that specifies how the Charges are

	calculated).
Special Conditions	Any special conditions or other exclusions relevant to the Resource Unit.

Table 1 – Resource Unit Structure Table

5.2 Fixed Charges

5.2.1 Where the Charge for a Resource Unit is calculated using Fixed Charge pricing, the amount payable for a Billing Period is the amount set out in the Pricing Tables.

5.3 Resource Unit Charges

5.3.1 Where the Charge for a Resource Unit is to be calculated using Resource Unit Charge pricing, the amount payable for a Billing Period will be calculated as follows:

C = P x Q

Where:

C = the Charges payable by Health;

P = the Unit Rate for the Resource Unit, as set out in the Pricing Tables; and

Q = the Billable Volume for the Resource Unit in that Billing Period, as measured in accordance with the Resource Unit Definition Tables.

5.4 Milestone Charges

5.4.1 Milestone Charges apply for Implementation and Transition Charges. Milestone Charges are payable in full once the delivery of a Milestone has been Accepted by Health. The amount payable for a Milestone Charge is the amount set out in this Services Agreement (including this Schedule) or the relevant Statement of Work for Additional Services, or the relevant Statement of Work for Project Services.

5.4.2 To the extent that the Service Provider is responsible for failing to achieve a Critical Implementation and Transition Milestone, liquidated damages may apply in accordance with this Services Agreement.

5.5 Charges Summary Table

5.5.1 A summary of the Charges is listed in Table 2. Full details of each Charge are contained in the Resource Unit Definitions and in the Pricing Tables.

Resource Category	Charge Basis	Resource Unit Definitions Table Reference	Pricing Tables Reference
Implementation and Transition Charges	Milestone	Section 2	Pricing Table 2
Register Services Charges	Consumption	Section 3	Pricing Table 3
Operator Services Charges	Consumption	Section 4	Pricing Table 4

Service Provider Software	Consumption	Section 5	Pricing Table 5
Labour Rates	Unit Charge per Day	Section 6	Pricing Table 9
Key Personnel	Unit Charge per Month from the Final Go Live Date	Section 7	Pricing Table 10

Table 2 - Charges Summary Table

6. Pass Through Expenses

6.1 Prior Approval

6.1.1 Subject to clause 6.1.2, all Pass Through Expenses (including Pass Through Expenses identified in any Statement of Work for Additional Services), must be:

(a) in accordance with Health policies relating to such Charges; and

(b) approved by Health in writing prior to being incurred.

6.1.2 Postage is a Pass Through Expense. The expected postage volume and associated Pass Through Expenses will be agreed by the Parties and included in the Policies and Procedures Manual on at least an annual basis.

6.2 Travel and Accommodation

6.2.1 Any allowable Service Provider travel and accommodation requested by Health must be in accordance with Health policies relating to travel (and any other relevant Health policy) and must be approved by Health in writing prior to being incurred.

6.2.2 The Service Provider is responsible for organising and booking any Pass Through Expenses relating to travel and accommodation.

6.3 Preferential Rates

[redacted]

[redacted]

7. Implementation and Transition Charges

7.1.1 Not used.

7.1.2 Not used.

7.1.3 Charges for the Service Provider's Implementation and Transition Services will be paid via Implementation and Transition Milestone Payments on the Acceptance by Health of the Service Provider's achievement of the applicable Implementation and Transition Milestone(s).

7.1.4 The Implementation and Transition Phases are set out in Table 2 of the Pricing Tables. The Implementation and Transition Services Milestones are set out in Table 3a below. These amounts are listed exclusive of GST.

Milestone	Implementation and Transition Milestone	Implementation and Transition Milestone Description/Acceptance Criteria	Indicative Milestone date*	[redacted]
1	**Signing**	Execution of binding Services Agreement	May 2016	[redacted]
2	**Acceptance of Due Diligence Report**	Delivery of the Due Diligence Report is subject to Health Approving that the Due Diligence Report identifies and justifies the impact of any material gaps between the data provided during the RFT process and any additional information and understanding relevant to the Register.	June 2016	[redacted]
3	**Acceptance of Solution Architecture (including Detailed**	Delivery of the Solution Design is subject to Health Accepting that the Solution Design will meet the Solution	June 2016	[redacted]

Milestone	Implementation and Transition Milestone	Implementation and Transition Milestone Description/Acceptance Criteria	Indicative Milestone date*	[redacted]
	Design)	requirements.		
4	**Accepted completion of initial Stakeholder program**	Roadshows completed, workshops completed, and gap analysis for 8 States and Territories. Delivery of Implementation and Transition Plan for States and Territories and report of sessions with States and Territories completed.	August 2016	[redacted]
5	**Accepted Contact Centre and Mailhouse set up**	Facility procured and set up. Standard Operating Procedures (SOPS) and framework established.	November 2016	[redacted]
6	**Accepted Go Live - bowel** **Completion of User Acceptance Testing - bowel** **Completion of production readiness for the Bowel Program**	Includes: User Acceptance Testing report completed and Accepted by Health. Register implemented in the Production Environment and ready for Production operations and support (including all operational Call Centre support procedures, Service Desk, service management and monitoring capability).	March 2017	[redacted]
7	**Accepted Go Live - cervical** **Successful Completion of User Acceptance Testing - cervical** **Production readiness - cervical**	Includes: User Acceptance Testing report completed and Accepted by Health. Register implemented in the Production Environment and ready for Production operations and support (including all operational Call Centre support procedures, Service Desk, service management and	May 2017	[redacted]

Milestone	Implementation and Transition Milestone	Implementation and Transition Milestone Description/Acceptance Criteria monitoring capability).	Indicative Milestone date*	[redacted]
8	Go Live cervical**		June 2017 To be invoiced 30 days after Accepted Go Live	[redacted]
TOTAL				[redacted]

Table 3a - Implementation and Transition Milestones and Amounts

* Dependencies:

(a) The New Law is enacted to support the Service Provider's ability to deliver the Register.
(b) Any Go Live Date is dependent on an elapsed time of four (4) Months for bowel Go Live and six (6) Months for cervical Go Live after the New Law is passed.
(c) De-identified Data to be made available four (4) weeks prior to commencement of User Acceptance Testing.
(d) Health Supplied Items.
(e) Health Approvals received within a maximum of 20 Business Days.
(f) **Success of Milestone 8 is that the Register is operating, the Call Centre is operating and the Mailhouse is operating in accordance with this Services Agreement.

8. Implementation and Transition Liquidated Damages

8.1.1 To the extent that the Service Provider is responsible for failing to achieve a Critical Implementation and Transition Milestone by the relevant Milestone Date, Implementation and Transition liquidated damages may apply in the amount specified below in Table 3b in accordance with this Services Agreement.

8.1.2 Liquidated damages may apply for any delay or failure to meet a Critical Implementation and Transition Milestone where:

(a) not used;

(b) not used;

(c) in respect of the Critical Implementation and Transition Milestone 1, the delay has exceeded the Critical Implementation and Transition Milestone Date by 5 Business Days or more; or

(d) in respect of Critical Implementation and Transition Milestone 2, the delay has exceeded the Critical Implementation and Transition Milestone Date.

8.1.3 Not used.

8.1.4 Not used.

8.1.5 Not used.

8.1.6 The Critical Implementation and Transition Services Milestones are set out in Table 3b.

8.1.7 Not used.

Critical Implementation and Transition Milestone	Critical Implementation and Transition Milestone Description/Acceptance Criteria	Critical Implementation and Transition Milestone Date	Amount (ex GST)
Critical Implementation and Transition Milestone 1			
National Bowel Cancer Screening Register – Acceptance of Go Live*	Register implemented in the Production Environment and ready for Production operations and support (including all operational Call Centre support procedures, Service Desk, service management and monitoring capability). All identified Other Service Providers are integrated and all agreed Data is migrated.	[redacted]	[redacted]
Critical Implementation and Transition Milestone 2			
National Cervical Cancer Screening Register – Acceptance of Go Live	Register implemented in the Production Environment and ready for Production operations and support (including all operational Call Centre support procedures, Service Desk, service management and monitoring capability). All identified Other Service Providers are integrated and all agreed Data is migrated.	[redacted]	[redacted]

Table 3b – Implementation and Transition Milestones and liquidated damages

9. Software

9.1 Software Products

9.1.1 The Service Provider agrees to provide licences to Health for the Software listed in Pricing Table 5 of the Pricing Tables, or any Additional Software required by Health.

9.1.2 Health retains the right to acquire any licences directly from the software provider rather than via the Service Provider. Under this option, the Service Provider would still be responsible for support, integration and management of the Software at the support Charges specified in the Pricing Tables.

9.2 Software Licences and Maintenance

9.2.1 Subject to section 6.1.1(b), the Service Provider is responsible for obtaining licences and maintenance for Software listed in Table 5 (Service Provider Software) of the Pricing Tables directly from software providers or distributors.

9.2.2 Health will be responsible for obtaining the licences and maintenance for Software that is Health Supplied Items.

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10. Pricing of Additional Services, Project Services

10.1 Additional Services

10.1.1 Not used.

10.1.2 For the avoidance of doubt, any tasks required to be performed by the Service Provider to meet its obligations under this Services Agreement will not constitute Additional Services and are included within the existing Charges, as indicated in section 4.2.1.

10.1.3 When preparing a proposal for Additional Services, the Service Provider must propose any one-off Charges, any changes to existing Charges and any new ongoing Charges for the Additional Services that are consistent with the various types of Charges set out in this Schedule (including providing pricing transparency and price breakdown information) e.g. based on the impact on Fixed Charges or Unit Charges for defined Resource Units), and that recover only:

(a) the actual cost to the Service Provider of providing the Additional Services requested by Health; and

(b) a contribution to the Service Provider's margin and recovery of overheads that does not exceed the contribution to margin and recovery of overheads implicit in the Charges for the then provided Services.

10.1.4 Once the proposal for Additional Services has been Approved by Health, changes to existing Charges and any new ongoing Charges will be included in the Total Charges and be included in any calculation of At Risk Amounts and Bonus Payments.

10.1.5 Unless otherwise agreed by Health in its sole discretion, the Service Provider should propose firm, unconditional Charges for any requested Additional Services.

10.1.6 The costs associated with preparing a proposal and Statement of Work for Additional Services are not separately chargeable to Health

10.1.7 If the proposed Additional Services are replacing existing Services, then the Charges for the existing Services will cease after the Acceptance of the Additional Services.

10.1.8 For Additional Services that are priced on a fixed price basis, the payment schedule for that Additional Service (in the Statement of Work) must provide that a significant portion of the Charges will not be paid until the following Milestones are met:

(a) Acceptance of implementation of the Solution or Services (in accordance with the Acceptance Testing procedure); and

(b) successful operation of the Solution or Services in a live Production Environment for a period of at least 30 calendar days after Acceptance.

10.2 Project Services

10.2.1 When preparing a Statement of Work for Project Services that involves the provision of labour, the Charges for the labour component of the Project Services must be based upon the Labour Rates specified in Table 9 of the Pricing Tables (and in relation to any provision of labour for specialist consultants, the rates agreed in writing by the Parties).

10.2.2 Health reserves the right to accept Charges for Project Services on either a time and materials or fixed price basis for each proposal or Statement of Work.

10.2.3 The costs associated with preparing a proposal and Statement of Work for Project Services are not separately chargeable to Health.

10.2.4 If the proposed Project Services are replacing existing Services, then the Charges for the existing Services will cease after the Acceptance of the Project Services.

10.2.5 For Project Services that are priced on a fixed price basis, the payment schedule for that Project Service (in the Statement of Work) must provide that a significant portion of the Charges will not be paid until the following Milestones are met:

(a) Acceptance of implementation of the solution or Services (in accordance with the Acceptance Testing procedure); and

(b) Successful operation of the solution or Services in a live Production Environment for a period of at least 30 calendar days after Acceptance.

11. Pricing Review

11.1 Annual pricing review

[redacted]

12. Application of Cost of Living Adjustment

[redacted]

13. Invoicing

13.1 Monthly Invoices

13.1.1 Within 20 Business Days after the end of each Billing Period, the Service Provider must provide Health with a Correctly Rendered Invoice (or invoices) for all Charges (excluding Charges for billable Additional Services) due for that Billing Period, which will include all relevant:

(a) Unit Charges;

(b) Fixed Charges; and

(c) Pass Through Expenses.

The Parties may agree a draft invoice review procedure for inclusion in the Policies and Procedures Manual.

13.1.2 The total amount payable by Health for each Billing Period will be the Total Charges for that Billing Period:

(a) minus any agreed At Risk Amounts from previous Billing Periods for failure to achieve the Service Level Measures;

(b) minus any Implementation and Transition Services liquidated damages; and

(c) plus any agreed Bonus Payment amounts applicable from previous Billing Periods.

13.2 Invoice Format

13.2.1 All invoices must meet the requirements and include the content specified in this Schedule, and must otherwise be:

(a) in the format agreed by the Parties during the Implementation and Transition Services Period (for example, hard copy, electronic PDF format and electronic Excel format), as varied from time to time by agreement. If no agreement on invoice format is reached during the Implementation and Transition Services period, the format will be as directed by Health; and

(b) a Tax Invoice (as defined by the GST Law).

13.3 Invoice Requirements

13.3.1 Each invoice must include the following information:

(a) date of the invoice;

(b) applicable Billing Period; and

(c) an invoice summary setting out:

(i) the total volumes for each Resource Unit;

(ii) the Unit Rate for each Resource Unit;

(iii) the total Charges for each Resource Unit;

(iv) the total Charges for each Resource Unit Category;

(v) the total for all Pass Through Expenses;

(vi) the total Charges;

(vii) the GST payable on the total Charges; and

(viii) the total Charges including GST.

13.3.2 The Service Provider must provide the invoice substantiation in accordance with **Schedule 4 - Attachment C – Invoice Substantiation**.

13.4 Invoice requirements for Additional Services

13.4.1 Amounts payable for Approved Additional Services will only be paid if the work has been authorised by Health in accordance with Health's authorisation procedure(s) including the issue of a purchase order prior to commencement of relevant work and, subject to this Services Agreement, the work has been performed in accordance with the approved quote for the Additional Services and this Services Agreement. Invoices for Additional Services must include the following additional information:

(a) Additional Services project name;

(b) purchase order number;

(c) description of the Additional Services;

(d) description of stage or phase reached;

(e) work area that initiated the Additional Services;

(f) the Health contact for the Additional Services;

(g) commencement date of Additional Services;

(h) end date of Additional Services;

(i) details of any Milestones achieved; and

(j) for each resource working on the Additional Services:

(i) name of resource;

(ii) Labour Rate category applicable to the resource;

(iii) Billable days/hours for the resource;

(iv) Unit Rate for the resource; and

(v) total Labour Rate Charges for each resource.

13.5 Invoice requirements for Project Services

13.5.1 Amounts payable for Approved Project Services will only be paid if the work has been authorised by Health in accordance with Health's authorisation procedure(s) including the issue of a purchase order prior to commencement of relevant work and, subject to this Services Agreement, the work has been performed in accordance with the approved quote for the Project Services and this Services Agreement. Invoices for Project Services must include the following additional information:

(a) Project Services project name;

(b) Work Order number;

(c) description of the Project Services;

(d) work area that initiated the Project Services;

(e) the Health contact for the Project Services;

(f) commencement date of Project Services;

(g) end date of Project Services;

(h) for each resource working on the Project Services:

(i) name of resource;

(ii) Labour Rate category applicable to the resource;

(iii) Billable days/hours for the resource;

(iv) Unit Rate for the resource; and

(v) total Labour Rate Charges for each resource; and

(i) any liquidated damages that may be payable.

13.6 Invoice Reporting

13.6.1 In addition to the Tax Invoices, the Service Provider must provide (as requested by Health) the following invoice reporting information in electronic format:

(a) Invoice reporting information that includes:

(i) overall summary of all Charges across all Health business units:

A. the total Charges for each Resource Unit Category (including the total for all Projects);

B. the total for all Pass Through Expenses;

C. the total Charges;

D. the GST payable on the total Charges; and

E. the total Charges including GST;

(ii) identification of any major changes since the invoices for the last Billing Period, and the reason for the change;

(iii) trending and comparative invoice information to assist with cost management, including a rolling comparison of Billable Volumes and non-Billable Volumes;

(iv) a separate breakdown of the Charges for each Resource Unit Category (to the level and using the naming/identification conventions required by Health), including applicable Billable Volumes and Non-billable Volumes, where relevant;

(v) a separate breakdown of Project Charges by Project or other classification requested by Health (using the naming/identification conventions required by Health);

(vi) a separate breakdown of the Pass Through Expenses (using the naming/identification conventions required by Health);

(vii) all changes to Services that have occurred since the previous invoice that require an alteration of the basis for invoiced Charges, including the date from which each change is applicable;

(viii) breakdown of any Implementation and Transition liquidated damages;

(ix) a reconciliation of the breakdown information back to the invoices; and

(x) any other information agreed by the Parties from time to time or requested by Health.

13.7 Charge substantiation

13.7.1 The Service Provider must maintain minimum invoice substantiation information for each Correctly Rendered Invoice over the Term in order to demonstrate performance of the Services and that the Charges have been calculated in accordance with the Pricing Tables. Health may request the Service Provider to provide relevant supporting and substantiation information for each Correctly Rendered Invoice to allow the substantiation of all Charges (including Pass Through Expenses) and the Service Provider must provide this information within two (2) Business Days after the request from Health. Details of the minimum substantiation required are set out in **Schedule 4 - Attachment C - Invoice Substantiation**.

13.7.2 Health may request additional substantiation information for any Correctly Rendered Invoice and the Service Provider must provide this information within 10 Business Days after the request from Health.

13.7.3 Health may require the Service Provider to maintain additional substantiation information as part of the minimum invoice substantiation information or provide additional substantiation information with future Correctly Rendered Invoices.

13.7.4 Substantiation information should be made available to Health in electronic format and be in a form that facilitates ease of retrieval and review for inquiry and audit purposes.

13.8 Invoice Queries

13.8.1 The Service Provider must:

(a) provide a single point of contact for all Tax Invoice enquiries;

(b) respond to Tax Invoice enquiries from Health within five (5) Business Days; and

(c) in providing such responses, include any additional data and information requested by Health to address the relevant enquiry.

13.9 Invoice cut off

13.9.1 Subject to section 13.9.2, Health is not liable to pay the Service Provider any amount for Services if an invoice for those Services is received more than 120 calendar days after the end of the Billing Period in which the relevant Services were provided, or a Milestone was achieved, or the date the invoice was requested to be submitted, whichever is the later.

13.9.2 The cut off periods set out in section 13.9.1 do not apply in relation to:

(a) Pass Through Expenses, where the Service Provider has not yet received an invoice from a third party, provided the Service Provider can demonstrate to Health's satisfaction that it has pro-actively carried out its management obligations in relation to the third party supplier and has notified Health that an invoice has not yet been provided; and

(b) payments that are based on the completion of Milestones.

13.10 Report on Unbilled Additional Services

13.10.1 The Service Provider must issue an unbilled Additional Services report (in the format agreed by the Parties during Implementation and Transition) no later than 10 Business Days after the end of each Billing Period for any Additional Services project that has been provided, but is not yet completed. The Service Provider must provide:

(a) estimated charges since the last invoice for Additional Services, summarised by Additional Services project;

(b) the unbilled value, excluding GST, of Additional Services, summarised by Additional Services project;

(c) GST payable on the unbilled value; and

(d) any other information agreed by the Parties from time to time or requested by Health.

13.11 Report on Unbilled Project Services

13.11.1 The Service Provider must issue an unbilled Project Services report (in the format agreed by the Parties during Implementation and Transition) no later than 10 Business Days after the end of each Billing Period for any Project Services project that has been provided, but is not yet completed. The Service Provider must provide:

(a) estimated Charges since the last invoice for Project Services, summarised by Project Services project;

(b) the unbilled value, excluding GST, of Project Services, summarised by Project Services project;

(c) GST payable on the unbilled value; and

(d) any other information agreed by the Parties from time to time or requested by Health.

13.12 Refunds

13.12.1 If the Service Provider receives or is entitled to receive a refund, credit or other rebate for products or Services previously paid for by Health as a Pass Through Expense, the Service Provider must allow for the refund, credit or rebate in the next Correctly Rendered Invoice submitted to Health.

13.13 Offsets and Net Payments to Health

13.13.1 If, in any Billing Period, the amounts payable by the Service Provider to Health exceed the amounts payable by Health to the Service Provider for that Billing Period, the Service Provider must pay that additional amount to Health within 30 calendar days after Health receives the Service Provider's Correctly Rendered Invoice for that Billing Period.

13.14 Disputed Charges

13.14.1 In accordance with this Services Agreement, Health may, at its absolute discretion, withhold a portion of an invoice that it disputes in good faith, including, but not limited to, where Health disputes:

(a) the volume of Resource Units identified on an invoice;

(b) the Unit Rates used to derive the Charges on an invoice;

(c) the achievement of a Milestone related to an Additional Service; or

(d) any At Risk Amounts.

13.14.2 Where Health disputes an invoice, Health may request, and the Service Provider must, cancel the original Tax Invoice and issue a new Correctly Rendered Invoice for the undisputed amount.

13.14.3 Not used.

13.14.4 The Parties will then seek to resolve issues concerning the disputed amount in accordance with the dispute resolution procedures defined in this Services Agreement.

13.14.5 Where the dispute is resolved, and Health is required to pay the disputed portion, in whole or in part, the Service Provider must, if requested by Health, issue a Correctly Rendered Invoice for the amount of the resolved portion.

14. Facilities Requirements

14.1.1 The Service Provider may request to locate certain Service Provider resources at Health's sites. Subject to availability, Health will provide facilities for the Service Provider resources as specified in Table 7 of the Pricing Tables.

14.1.2 Where the Service Provider requests facilities in addition to those specified in Table 7 of the Pricing Tables, Health, if it approves the provision of those facilities, may charge the Service Provider on a cost recovery basis and the Service Provider must pay those Charges.

14.1.3 Without limiting any other provision of this Services Agreement:

(a) all facilities and accommodation provided by Health to the Service Provider are only to be used by the Service Provider for the purpose of providing the Services under this Services Agreement;

(b) all furnishings provided by Health to the Service Provider will be of a similar standard to the furnishings that it normally provides to its own staff;

(c) the Service Provider must provide all specialised equipment needed to deliver the Services;

(d) the Service Provider must provide its own mobile phones, desktop or laptop computers to all Service Provider Personnel; and

(e) the Service Provider must comply with all:

(i) WHS Laws; and

(ii) security and other policies applicable to Health's sites as notified to the Service Provider in writing by Health.

15. Amounts Payable on Termination

15.1 General Provisions of Termination

15.1.1 Subject to clause 2.3 of this Services Agreement, Health is only required to pay costs and Charges on expiry or termination of this Services Agreement or reduction in scope if such costs are specified as being payable, with regard to the relevant basis of expiry or termination or reduced scope, as defined in the Termination Payment Matrix in Table 4 at section 15.2.

15.1.2 In no circumstances (other than in accordance with clause 2.3 of this Services Agreement if applicable) will Health pay any other amounts on expiration or termination of this Services Agreement or Reduced Scope other than where indicated in the Termination Payment Matrix.

15.1.3 The Maximum Amounts payable for Unavoidable Losses, Equipment and Software costs are listed in Table 10 of the Pricing Tables.

15.2 Termination Payment Matrix

	Charges Payable	
Basis of termination	**Unavoidable Losses**	**Disengagement Assistance**
Expiry of Term	No	Yes
Termination of Services Agreement (or part of Services Agreement) for convenience under this Services Agreement	Yes	Yes
Reduction in scope under this Services Agreement	Yes	Yes
Termination by Health for default under this Services Agreement	No	No

Table 4 - Termination Payment Matrix

15.3 Unavoidable Losses

[redacted]

[redacted]

15.4 Disengagement Assistance Charges

[redacted]

15.5 Partial termination or Reduction in Scope

[redacted]

15.6 Partial termination or reduction in Scope – Impact on Charges

[redacted]

15.7 Increase in Maximum Amount

[redacted]

16. Not used

17. Net Book Value

17.1 Net Book Value

17.1.1 Wherever this Services Agreement provides for calculation or specification of Net Book Value for an item, the Net Book Value will be determined as at the required date as the item's acquisition cost (net of all discounts, rebates, installation and testing costs) less accumulated amortisation to the required date (calculated in accordance with section 17.2, as verified and substantiated to Health's satisfaction.

17.2 Amortisation

17.2.1 For the purposes of section 17, depreciation will be calculated:

(a) using straight-line amortisation method with zero residual value;

(b) based on the estimated useful life for the item; and

(c) based on an amortisation commencement date which is the earlier of:

(i) the date of commencement of Charges for the item; and

(ii) the date of commencement of the estimated useful life.

17.2.2 No transfer or other fees will be payable in respect of the transfer of any such item.

18. Third Party Liabilities

18.1.1 The Service Provider:

(a) must not enter into third party maintenance and support agreements for Software past the expiry date or any notified termination date of this Services Agreement other than with the approval of Health. Where approval is obtained from Health, it must be on the basis of full disclosure by the Service Provider of all financial impacts associated with the approved extension; and

(b) must ensure no third party licence, maintenance and support agreement novation or termination fees apply to Health.

19. Labour Rates

19.1 Charges Based on Labour Rates

19.1.1 Labour Rates only apply:

(a) in accordance with the Labour Rate Roles specified in **Schedule 4 - Attachment D – Labour Rate Role Definitions**; and

(b) where approved by Health.

19.2 Capped Daily Rates

19.2.1 For Projects on a time and materials basis, the Daily Rates specified in the Pricing Tables for each Labour Rate Role are based on a standard 8 hour working day (exclusive of breaks). Effort in excess of 8 hours in any day is not separately chargeable.

19.3 Less than 8 Hour Days

19.3.1 For Projects on a time and materials basis, where a resource works for less than 8 hours in a day, then the billable amount is reduced in accordance with:

(a) hours worked are rounded to the nearest quarter hour; and

(b) the billable amount is the daily rate / 8 hours x the hours worked (rounded to the nearest quarter hour).

20. Financial Undertaking

20.1.1 Should Health require a Financial Undertaking in accordance with clause 68.2 of this Services Agreement, then the Service Provider must provide the Financial Undertaking to a maximum aggregate sum of [redacted].

20.1.2 The Service Provider will be able to pass on the cost of providing the Financial Undertaking to Health as an approved Pass Through Expense.

21. Benchmarking

21.1.1 Not used.

21.1.2 The benchmarking will be performed by an experienced benchmarker appointed by Health except that the benchmarker must not be a Competitor of the Service Provider. Health will consult with the Service Provider before making any such appointment. If requested by Health, the Service Provider will actively participate in the benchmarking including:

(a) attending benchmarking meetings;

(b) assisting with data collection; and

(c) providing information and materials to the benchmarker.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

22. Assumptions and Qualifications

22.1.1 The assumptions and qualifications, if any, set out in Table 8 of the Pricing Tables are the only assumptions and qualifications affecting the Charges. That is, any assumptions listed in other areas of this Services Agreement will not be treated as an assumption affecting the Charges.

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 4

ATTACHMENT A

RESOURCE UNIT DEFINITION TABLES

Table of Contents

1 Resource Unit Summary

Charge Name	Charge Type	Attachment A Reference	Pricing Table Reference
Implementation and Transition Charges			
Implementation and Transition Charges - National Cancer Screening Register	Charge per Implementation and Transition Phase	Section 2.1	Pricing Table 2
Implementation and Transition Charges - Additional Screening Program	Charge per Implementation and Transition Phase	Section 2.2	Pricing Table 2
Register Services Charges			
Hardware – National Bowel Cancer Screening Program Register Hardware – National Cervical Screening Program Register Hardware – Additional National Cervical Screening Program Register	Unit Charge (number of units per resource unit)	Section 3.1	Pricing Table 3
Software - National Bowel Cancer Screening Program Register Software – National Cervical Screening Program Register Software – Additional National Cervical Screening Program Register	Unit Charge (number of units per resource unit)	Section 3.2	Pricing Table 3
Support - National Bowel Cancer Screening Program Register Support – National Cervical Screening Program Register Support – Additional National Cervical Screening Program	Unit Charge (number of units per resource unit)	Section 3.3	Pricing Table 3

Charge Name	Charge Type	Attachment A Reference	Pricing Table Reference
Register			
Operator Services Charges			
Call Centre Services	Unit Charge (number of units per resource unit)	Section 4.1	Pricing Table 4
Manual Processing Services	Unit Charge (number of units per resource unit)	Section 4.2	Pricing Table 4
Mailhouse Management Services	Unit Charge (number of units per resource unit)	Section 4.3	Pricing Table 4
Operator Service Management	% uplift on other charges	Section 4.4	Pricing Table 4
Service Provider Software			
Software Licenses – National Bowel Cancer Screening Program Software Maintenance– National Bowel Cancer Screening Program Software Licenses – National Cervical Screening Program Software Maintenance – National Cervical Screening Program Software Licenses – Additional National Cervical Screening Program Software Maintenance – Additional National Cervical Screening Program	Unit Charge (number of units per resource unit)	Section 5.1	Pricing Table 5
Labour Rates			
Labour Rates including Project Services, Consulting and Ad-hoc Services Charges	Unit Charge (time & materials per resource) or Fixed Charge (as agreed on a project by project basis)	Section 6.1	Pricing Table 9
Key Personnel - Cross Functional			
Key Personnel Charges	Unit Charge per Month from the Final Go Live Date	Section 7.1	Pricing Table 10

2 Implementation and Transition Services Charges

2.1 Implementation and Transition Charges - National Cancer Screening Register	
Description	All things necessary (including the Service Provider Personnel, processes, Documentation, Hardware, Software and other resources) in order to: ▪ Implement and provide the Register in order to achieve the Outcomes. This includes analyse, design, build, test and deploy all components of the Register. ▪ Implement the Services to operate a single Register that can be used to perform the prescribed Functional Requirements and operate in accordance with the prescribed Non-Functional Requirements. ▪ Transition all aspects of the Register, Register ICT Services and Operator Services and supporting arrangements in a timely, coordinated, risk managed and otherwise efficient manner without impacting the End Users, unless otherwise agreed by Health.
Scope of Services	All things necessary to provide the Register as specified in: ▪ Schedule 2 – Statement of Requirement ▪ Schedule 2 – Attachment A – Operator Service Requirements ▪ Schedule 2 – Attachment B – Register ICT Service Requirements ▪ Schedule 2 – Attachment C – Functional Requirements ▪ Schedule 2 – Attachment D – Non-Functional Requirements ▪ Schedule 2 – Attachment E – High Level Design ▪ Schedule 2 – Attachment F – Draft Solution Architecture ▪ Schedule 3 – Management and Governance ▪ Schedule 6 – Implementation and Transition Requirements, and ▪ as set out in the Implementation and Transition Plan.
Pricing Table Reference	Pricing Table 2 – Implementation and Transition Charges – National Cancer Screening Register
Charge Type	Charge per Implementation and Transition Phase. However, Milestones, timings and payment amounts are to be negotiated.
Resource Unit Definitions	▪ Design - Planning ▪ Design - Detailed Design ▪ Build - Installation and Configuration ▪ Build - Customisation

2.1 Implementation and Transition Charges - National Cancer Screening Register	
	▪ Build - Data Conversion ▪ Build - Interfaces ▪ Build - Integrations ▪ Build - Testing ▪ Build - Remaining Activities ▪ Transition – Planning & Preparation ▪ Transition – Program Execution ▪ Run - Training ▪ Run - Go Live Support ▪ Run - Remaining Activities ▪ Project Management ▪ Other Costs
Non-Billable Volumes	▪ Time spent on leave; training courses (other than those provided as part of the Services or sponsored by Health); approved personal time; travel time ▪ Administrative tasks for travel time unless otherwise specifically agreed by Health ▪ Pass Through Expenses (to be included in Pricing Table 6) ▪ Hardware and Software costs (these are to be included as part of Register Services Charges)
Measurement of Volumes	Per Implementation and Transition Plan to be as updated in accordance with the Transition Change control process
Calculation of Charges	The Charges are calculated in accordance with section 5 of Schedule 4 – Pricing Framework.
Special Conditions	Not applicable

2.2 Implementation and Transition Charges - Additional Screening Program	
Description	All things necessary (including the Service Provider Personnel, processes, Documentation, Hardware, Software and other resources) in order to: ▪ Implement and provide the Register in order to achieve the Outcomes. This includes analyse, design, build, test and deploy all components of the Register. ▪ Implement the Services to operate a single Register that can be used to

2.2 Implementation and Transition Charges - Additional Screening Program	
	perform the prescribed Functional Requirements and operates in accordance with the prescribed Non-Functional Requirements. ▪ Transition all aspects of the Register, Register ICT Services and Operator Services and supporting arrangements in a timely, coordinated, risk managed and otherwise efficient manner without impacting the End Users, unless otherwise agreed by Health. Include only Incremental costs to those included in Section 2.1 Implementation and Transition Charges – National Cancer Screening Register
Scope of Services	All things necessary to provide the Register as specified in ▪ Schedule 2 – Statement of Requirement ▪ Schedule 2 – Attachment A – Operator Service Requirements ▪ Schedule 2 – Attachment B – Register ICT Service Requirements ▪ Schedule 2 – Attachment C – Functional Requirements ▪ Schedule 2 – Attachment D – Non-Functional Requirements ▪ Schedule 2 – Attachment E – High Level Design ▪ Schedule 3 – Management and Governance ▪ Schedule 6 – Implementation and Transition Requirements, and ▪ As set out in the Implementation and Transition Plan.
Pricing Table Reference	Pricing Table 2 – Implementation and Transition Charges – Additional Screening Program
Charge Type	Charge per Implementation and Transition Phase. However, Milestones, timings and payment amounts are to be negotiated.
Resource Unit Definitions	▪ Design - Planning ▪ Design - Detailed Design ▪ Build - Installation and Configuration ▪ Build - Customisation ▪ Build - Data Conversion ▪ Build - Interfaces ▪ Build - Integrations ▪ Build - Testing ▪ Build - Remaining Activities ▪ Transition – Planning & Preparation ▪ Transition – Program Execution ▪ Run - Training ▪ Run - Go Live Support ▪ Run - Remaining Activities ▪ Project Management
Non-Billable Volumes	▪ Time spent on leave; training courses (other than those provided as part

2.2 Implementation and Transition Charges - Additional Screening Program	
	of the Services or sponsored by Health); approved personal time; travel time ▪ Administrative tasks for travel time unless otherwise specifically agreed by Health ▪ Pass Through Expenses (to be included in Pricing Table 6) ▪ Hardware and Software costs (these are to be included as part of Register Services Charges)
Measurement of Volumes	Per Implementation and Transition Plan to be as updated in accordance with the Transition Change control process
Calculation of Charges	The Charges are calculated in accordance with section 5 of Schedule 4 – Pricing Framework.
Special Conditions	Not applicable

3 Register Services Charges

3.1 Hardware Services Charges	
Description	All Charges relating to the provision of Hardware, network, data centre, storage, communications links and Hardware maintenance to host the National Cancer Screening Programs.
Scope of Services	All things necessary to provide the Register as specified in ▪ Schedule 2 – Statement of Requirement ▪ Schedule 2 – Attachment B – Register ICT Service Requirements ▪ Schedule 2 – Attachment C – Functional Requirements ▪ Schedule 2 – Attachment D – Non-Functional Requirements ▪ Schedule 2 – Attachment E – High Level Design ▪ Schedule 3 – Management and Governance
Pricing Table Reference	Pricing Table 3 – Register Services Charges
Charge Type	Unit Charge (number of units per Resource Unit)
Resource Unit Definitions	▪ Hardware Services - National Bowel Cancer Screening Program Register ▪ Hardware Services - National Cervical Screening Program Register ▪ Hardware Services - Additional National Cervical Screening Program Register
Non-Billable Volumes	Non-chargeable work performed by the Service Provider.
Measurement of Billable Resource Unit Volume	Per Register Participant Screened Resource Unit as at the last calendar day of the Billing Period. That is the number of Participants who have undertaken a Screening Test in that month.
Calculation of Charges	The Charges are calculated in accordance with section 5 of Schedule 4 – Pricing Framework.
Special Conditions	Pricing must be reviewed annually per section 11 of Schedule 4 – Pricing Framework.

3.2 Software Services Charges	
Description	All Charges relating to the provision of Software and Software maintenance required to host the National Cancer Screening Programs.
Scope of Services	All things necessary to provide the Register as specified in ▪ Schedule 2 – Statement of Requirement

3.2 Software Services Charges	
	▪ Schedule 2 – Attachment B – Register ICT Service Requirements ▪ Schedule 2 – Attachment C – Functional Requirements ▪ Schedule 2 – Attachment D – Non-Functional Requirements ▪ Schedule 2 – Attachment E – High Level Design ▪ Schedule 3 – Management and Governance
Pricing Table Reference	Pricing Table 3 – Register Services Charges
Charge Type	Unit Charge (number of units per Resource Unit)
Resource Unit Definitions	▪ Software Services - National Bowel Cancer Screening Program Register ▪ Software Services - National Cervical Screening Program Register ▪ Software Services - Additional National Cervical Screening Program Register
Non-Billable Volumes	Non-chargeable work performed by the Service Provider.
Measurement of Billable Resource Unit Volume	Per Register Participant Screened Resource Unit as at the last calendar day of the Billing Period. That is the number of Participants who have undertaken a Screening Test in that month.
Calculation of Charges	The Charges are calculated in accordance with section 5 of Schedule 4 – Pricing Framework.
Special Conditions	Pricing must be reviewed annually per section 11 of Schedule 4 – Pricing Framework.

3.3 Support Services Charges	
Description	All Charges relating to the provision of FTE required to support the National Cancer Screening Programs.
Scope of Services	All things necessary to provide the Register as specified in Schedule 2 – Statement of Requirement Schedule 2 – Attachment B – Register ICT Service Requirements Schedule 2 – Attachment C – Functional Requirements Schedule 2 – Attachment D – Non-Functional Requirements Schedule 2 – Attachment E – High Level Design Schedule 3 – Management and Governance
Pricing Table Reference	Pricing Table 3 – Register Services Charges
Charge Type	Unit Charge (number of units per Resource Unit)
Resource Unit	▪ Support Services – National Bowel Cancer Screening Program Register

3.3 Support Services Charges	
Definitions	▪ Support Services National Cervical Screening Program Register ▪ Support Services – Additional National Cervical Screening Program Register
Non-Billable Volumes	Non-chargeable work performed by the Service Provider.
Measurement of Billable Resource Unit Volume	Per Register Participant Screened Resource Unit as at the last calendar day of the Billing Period. That is the number of Participants who have undertaken a Screening Test in that month.
Calculation of Charges	The Charges are calculated in accordance with section 5 of Schedule 4 – Pricing Framework.
Special Conditions	Pricing must be reviewed annually per section 11 of Schedule 4 – Pricing Framework.

4 Operator Services Charges

4.1 Call Centre Services Charges	
Description	All aspects of the provision of Call Centre Operator Services for the National Cancer Screening Programs.
Scope of Services	All things necessary to provide the Operator Service as specified in ▪ Schedule 2 – Statement of Requirement ▪ Schedule 2 – Attachment A – Operator Service Requirements ▪ Schedule 2 – Attachment C – Functional Requirements ▪ Schedule 2 – Attachment D – Non-Functional Requirements ▪ Schedule 2 – Attachment E – High Level Design ▪ Schedule 3 – Management and Governance
Pricing Table Reference	Pricing Table 4 – Operator Services Charges
Charge Type	Unit Charge (number of units per Resource Unit)
Resource Unit Definitions	▪ Call Centre Contacts - National Bowel Cancer Screening Program ▪ Call Centre Contacts - National Cervical Screening Program ▪ Call Centre Contacts - Additional National Cervical Screening Program
Non-Billable Volumes	Non-chargeable work performed by the Service Provider.
Measurement of Billable Resource Unit Volume	▪ Contacts Actioned by Operator per individual activity - the total number of transactions for the period as at the last calendar day of the Billing Period. For the avoidance of doubt, an individual activity would be each single Contact that is actioned, i.e. telephone call.
Calculation of Charges	The Charges are calculated in accordance with section 5 of Schedule 4 – Pricing Framework. A Resource Unit is chargeable per individual activity.
Special Conditions	Pricing must be reviewed annually per section 11 of Schedule 4 – Pricing Framework.

4.2 Processing Services Charges	
Description	All aspects of the provision of Manual Processing Operator Services for the National Cancer Screening Programs.
Scope of Services	All things necessary to provide the Operator Service as specified in ▪ Schedule 2 – Statement of Requirement ▪ Schedule 2 – Attachment A – Operator Service Requirements ▪ Schedule 2 – Attachment C – Functional Requirements ▪ Schedule 2 – Attachment D – Non-Functional Requirements ▪ Schedule 2 – Attachment E – High Level Design ▪ Schedule 3 – Management and Governance
Pricing Table Reference	Pricing Table 4 – Operator Services Charges
Charge Type	Unit Charge (number of units per Resource Unit)
Resource Unit Definitions	▪ Bowel Participant Details Forms Submitted Electronically - National Bowel Screening Program. ▪ Bowel Participant Details Forms Manually Processed - National Bowel Screening Program. This is capped at 10% ▪ Electronic Records Submitted - National Bowel Screening Program ▪ Electronic Records Submitted - National Cervical Screening Program ▪ Manual Records Processed - National Bowel Screening Program ▪ Manual Records Processed - National Cervical Screening Program
Non-Billable Volumes	Non-chargeable work performed by the Service Provider.
Measurement of Billable Resource Unit Volume	▪ Bowel Participant Details Forms Submitted Electronically - the total number of transactions for the period as at the last calendar day of the Billing Period ▪ Bowel Participant Details Forms Manually Processed - the total number of transactions for the period as at the last calendar day of the Billing Period ▪ Electronic Records Submitted - the total number of transactions for the period as at the last calendar day of the Billing Period ▪ Manual Records Processed - the total number of transactions for the period as at the last calendar day of the Billing Period ▪ [redacted]
Calculation of Charges	The Charges are calculated in accordance with section 5 of Schedule 4 – Pricing Framework. A Resource Unit is chargeable per individual activity.
Special Conditions	Pricing must be reviewed annually per section 11 of Schedule 4 – Pricing

4.2 Processing Services Charges	
	Framework.

4.3 Mailhouse Management Services Charges	
Description	All aspects of the provision of Mailhouse Management Operator Services for the National Cancer Screening Programs.
Scope of Services	All things necessary to provide the Operator Service as specified in ▪ Schedule 2 – Statement of Requirement ▪ Schedule 2 – Attachment A – Operator Service Requirements ▪ Schedule 2 – Attachment C – Functional Requirements ▪ Schedule 2 – Attachment D – Non-Functional Requirements ▪ Schedule 2 – Attachment E – High Level Design ▪ Schedule 3 – Management and Governance
Pricing Table Reference	Pricing Table 4 – Operator Services Charges
Charge Type	Unit Charge (number of units per Resource Unit)
Resource Unit Definitions	▪ Correspondence sent by mail excluding Postage - National Bowel Cancer Screening Program ▪ Correspondence sent by mail excluding Postage - National Cervical Screening Program ▪ Correspondence sent by mail excluding Postage - Additional National Cervical Screening Program ▪ Bowel Kits Sent - National Bowel Cancer Screening Program
Non-Billable Volumes	Non-chargeable work performed by the Service Provider.
Measurement of Billable Resource Unit Volume	▪ Correspondence sent by mail excluding Postage - the total number of transactions for the period as at the last calendar day of the Billing Period ▪ Bowel Kits Sent - the total number of transactions for the period as at the last calendar day of the Billing Period
Calculation of Charges	The Charges are calculated in accordance with section 5 of Schedule 4 – Pricing Framework.
Special Conditions	Pricing must be reviewed annually per section 11 of Schedule 4 – Pricing Framework.

4.4 Operator Service Management Charges	
Description	All aspects of the provision of Operator Service Management function of

	Operator Services for the National Cancer Screening Programs.
Scope of Services	All things necessary to provide the Operator Service as specified in ▪ Schedule 2 – Statement of Requirement ▪ Schedule 2 – Attachment A – Operator Service Requirements ▪ Schedule 2 – Attachment C – Functional Requirements ▪ Schedule 2 – Attachment D – Non-Functional Requirements ▪ Schedule 2 – Attachment E – High Level Design ▪ Schedule 3 – Management and Governance
Pricing Table Reference	Pricing Table 4 – Operator Services Charges
Charge Type	Percentage uplift on the sum of Call Centre, Manual Processing and Mailhouse Management Charges
Resource Unit Definitions	Service Management ▪ Operator Service Management - National Bowel Cancer Screening Program ▪ Operator Service Management - National Cervical Screening Program ▪ Operator Service Management - Additional National Cervical Screening Program
Non-Billable Volumes	Non-chargeable work performed by the Service Provider.
Measurement of Billable Resource Unit Volume	The percentage uplift on all other Operator Services Ongoing Charges for Operator Service Management Category.
Calculation of Charges	The Charges are calculated in accordance with section 5 of Schedule 4 – Pricing Framework.
Special Conditions	Pricing must be reviewed annually per section 11 of Schedule 4 – Pricing Framework.

5 Service Provider Software

5.1 Service Provider Software	
Description	Provision, installation, management, compliance with licensing conditions and configuration of the Software.
Scope of Services	All things necessary to provide the Register as specified in ▪ Schedule 2 – Statement of Requirement ▪ Schedule 2 – Attachment A – Operator Service Requirements ▪ Schedule 2 – Attachment B – Register ICT Service Requirements ▪ Schedule 2 – Attachment C – Functional Requirements ▪ Schedule 2 – Attachment D – Non-Functional Requirements ▪ Schedule 2 – Attachment E – High Level Design ▪ Schedule 6 – Implementation and Transition Requirements
Pricing Table Reference	Pricing Table 5 – Service Provider Software
Charge Type	Unit Charge (number of units per Resource Unit)
Resource Unit Definitions	▪ Software Licenses – National Bowel Cancer Screening Program ▪ Software Maintenance– National Bowel Cancer Screening Program ▪ Software Licenses – National Cervical Screening Program ▪ Software Maintenance – National Cervical Screening Program ▪ Software Licenses – Additional National Cervical Screening Program ▪ Software Maintenance – Additional National Cervical Screening Program
Non-Billable Volumes	Time and materials Charges for work performed by Service Provider Personnel
Measurement of Billable Resource Unit Volume	Per Register Participant as at the last calendar day of the Billing Period.
Calculation of Charges	The Charges are calculated in accordance with section 5 of Schedule 4 – Pricing Framework.
Special Conditions	Not Applicable

6 Labour Rates

6.1 Labour Rates	
Description	The Labour Rates may only apply for any Approved Additional Services or specific Disengagement Services in accordance with the Labour Rate Roles specified in Schedule 4 - Attachment D – Labour Rate Role Definitions.
Scope of Services	▪ Effort associated with the provision of Approved Additional Services; and ▪ Disengagement Services.
Pricing Table Reference	Pricing Table 9 – Labour Rates
Charge Type	Unit Charge Per Day
Resource Units Definitions	The Labour Rate Resource Units are grouped into the following Labour Rate Roles: ▪ Consulting Short Term and Consulting Long Term; ▪ Project Management Short Term and Project Management Long Term; ▪ Analysis and Design Short Term and Analysis and Design Long Term; ▪ Infrastructure Technical Short Term and Infrastructure Technical Long Term; ▪ Testing Short Term and Testing Long Term; and ▪ Applications Specialist Short Term and Specialist Long Term. ▪ Register Management Short Term and Register Management Long Term The levels within each of the Labour Rate Roles are defined in Schedule 4 - Attachment D – Labour Rate Role Definitions. Long-term Labour Rates are applicable for resources that are committed for the minimum period, prior to the commencement of the engagement.
Non-Billable Volumes	▪ Time spent by consulting resources in excess of 8 hours per calendar day; ▪ Time spent on any break (e.g. lunch); ▪ Time spent travelling to and from home to work; ▪ Time spent on training courses, except where a Health provided training course; and ▪ Time spent on annual leave, sick leave, administrative leave, excused personal time, time spent on projects for other clients, time spent on Service Provider administrative tasks and other absences are not billable.
Measurement of Volumes	Number of calendar days actually worked by each resource on the Project during the Billing Period as recorded in timesheets subject to verification by Health. Time is to be accrued as full and part calendar days with one hour equivalent to 0.125 calendar days.
Calculation of Charges	The Charges are calculated in accordance with section 5 of Schedule 4 – Pricing Framework.

6.1 Labour Rates	
Special Conditions	All Charges based on Labour Rates must be approved in advance in writing by Health. The Service Provider may not adjust Labour Rates for a resource assigned to an approved Statement of Work (for example by changing their role level).

7 Key Personnel - Cross Functional - Post Implementation Period

7.1 Key Personnel	
Description	All Charges for Key Personnel being the Personnel appointed to the key roles specified in Schedule 3 – Attachment A – Key Personnel and that are responsible for the performance of key roles or tasks under this Services Agreement.
Scope of Services	A description of the role of each Key Personnel is specified in Schedule 4 – Pricing Framework and the Policies and Procedures Manual and the expected utilisation of each Key Personnel is specified in Schedule 3 – Attachment A – Key Personnel.
Pricing Table Reference	Pricing Table 10 - Cross Functional
Charge Type	Unit Charge per Month from the Final Go Live Date.
Resource Unit Definitions	The Key Personnel Resource Units are grouped into the following Key Personnel Roles: ▪ Service Provider Representative; ▪ Senior Executive Sponsor; ▪ Account Executive / Account Manager; ▪ Service Delivery Executive Manager; ▪ Implementation and Transition Manager (Program Manager); ▪ Service Delivery ICT Manager; ▪ Service Delivery Operations Manager; ▪ Solution Architect / Solution Lead / Chief Architecture; and ▪ Operational Security Adviser. Through the Term the Parties will discuss the need for Key Personnel in order to ensure appropriate allocation of Key Personnel.
Non-Billable Volumes	▪ Time spent by consulting resources in excess of 8 hours per calendar day; and Time spent on training courses, except where a Health provided training course.
Calculation of Charges	The Charges are calculated in accordance with section 5 of Schedule 4 – Pricing Framework.
Special Conditions	Not Applicable.

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 4

ATTACHMENT B

PRICING TABLES

[NOT PROVIDED]

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 4

ATTACHMENT C

INVOICE SUBSTANTIATION

Attachment C – Invoice Substantiation

Charge Type	Primary Source	Minimum Invoice Substantiation Information
Charges based on an agreed list or inventory	Configuration Management System	For each billable and non-billable item: ▪ identification (unique identifier where available, and item details (e.g. model, serial number, version number); ▪ location; ▪ date installed and for assets, end of life and target refresh date); ▪ allocation of the item to the appropriate Charge and project/work order, cost centre and/or business unit codes (as relevant); ▪ details and an audit trail of all changes since the last Billing Period (i.e. additions, deletions, changes).
Resource Unit /Charges based on consumption	Configuration Management System [including other interfaces to the Configuration Management System]	▪ If measured on a daily basis, the volume of Billable and Non-Billable Volumes for each day. ▪ Where relevant, a breakdown of the Non-Billable Volumes. ▪ Comparison of the Billable and Non-Billable Volumes to previous months (on a rolling 12 month basis).
Resource Unit Charges based on time and material Labour Rates (Project Services)	Time Sheets	For each resource that worked on Services during the Billing Period, the Service Provider must provide: ▪ the name of the resource; ▪ the Labour Rate category applicable to the resource; ▪ role performed by the resource; ▪ summary of activities/work performed by the resource; ▪ number of days/hours worked by the resource; and ▪ allocation of time to the appropriate Charge and project/work order, cost centre and/or business unit codes (as relevant). If requested, the Service Provider must also provide copies of the original time

Charge Type	Primary Source	Minimum Invoice Substantiation Information
		sheets.
Pass Through Expenses	Third party invoice or an allowance	For each Pass Through Expense, the Service Provider must provide: ▪ the item/service acquired; ▪ the date of acquisition; ▪ the date of supply, delivery and installation (as relevant); and ▪ allocation of the time to the appropriate Charge and project/work order, cost centre and/or business unit codes (as relevant). If requested, the Service Provider must also provide reasonable substantiation for the Charges for approved Pass Through Expenses (including approved 'materials') procured (for example, the relevant line item of a third party invoice, but not including proof of payment of any allowance.

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SCHEDULE 4

ATTACHMENT D

LABOUR RATE ROLE DEFINITIONS

Attachment D – Labour Rate Role Definitions

Consulting roles

Level	Role/Skill	Experience
Principal Consultant	▪ Principal Consultant carries out enterprise level strategic reviews of applications and architecture to ensure IT is aligned to business needs. ▪ Oversees and contributes to technology plans. ▪ Makes recommendations on applications, software, infrastructure, network, and security requirements to Health. ▪ Responsible for end to end solution design for complex projects and complex new application requirements. ▪ Performs business case analysis for technology options and scenarios.	▪ 10 to 15+ years consulting experience in resources or related industry (unless otherwise agreed by Health)
Senior Consultant	▪ Senior Consultant carries out strategic reviews of applications and architecture to ensure IT is aligned to business needs. ▪ Contributes to technology plans. ▪ Makes recommendations on applications, software, infrastructure, network, and security requirements to Health. ▪ Responsible for end to end solution design for medium/large projects and new application requirements. ▪ Performs business case analysis for technology options and scenarios.	▪ 7 to 10 years consulting experience in resources or related industry (unless otherwise agreed by Health)
Consultant	▪ Consultant assists in strategic reviews of applications and architecture to ensure IT is aligned to business needs. ▪ Contributes to technology plans. ▪ Makes recommendations on applications, software, infrastructure, network, and security requirements. ▪ Responsible for end to end solution design for small/medium projects and application development requirements. ▪ Assists in business case analysis for technology options and scenarios.	▪ 3 to 7 years consulting experience in resources or related industry (unless otherwise agreed by Health)

Project Management Roles

Level	Role/Skill	Experience
Program Manager	▪ Responsible for large complex projects and large scale programmes. ▪ Leads team on large complex projects and programmes with multiple projects. ▪ Translates requirements into formal agreements and plans to culminate in Health acceptance of results, or have acceptance in the targeted market, while meeting business objectives. ▪ Expert knowledge of the business area's mission and processes. ▪ Responsible for performance, cost, scope, schedule, quality, and appropriate business measurements for their project, according to their project charter. ▪ Has extensive professional knowledge of market segment / industry / technology / discipline trends. ▪ Extensive working knowledge of IT strategy and able to apply that understanding to influence or guide project stakeholders.	▪ 15+ years project/programme management experience ▪ A certified PM
Senior Project Manager	▪ Proven skills in the management and delivery of projects. These may be large in number, with some or all of them being substantial and/or complex. These may have a high risk profile and/or typically require constant resourcing of 30+ people and lasting in excess of 12 months. These often require integration of fixed-price deliverables from several service providers. ▪ A Senior Project Manager has experience with tight budgets, timeframes and managing and informing large numbers of stakeholders. ▪ Under a Statement of Work, a Senior Project Manager may: - Manage several projects with the assistance of other Project Managers and/or Team Leads; - Manage maintenance services for a portfolio of applications; or - Directly manage projects deemed to have a very high, or high risk profile, and provide substantial and specific technical and/or subject matter capability crucial to the success of an initiative.	▪ 10 to 15+ years project management experience ▪ A certified PM

Level	Role/Skill	Experience
Project Manager	▪ Proven skills in the management and delivery of projects. These projects typically require constant resourcing of 10+ people and lasting in excess of 6 months. These often require integration of fixed-price deliverables from several service providers. ▪ Under a Statement of Work, a Project Manager may: - Manage several smaller projects with the assistance of other Team Leads; - Manage maintenance services for a number of applications; or - Directly manage leading edge projects, such as those which are first of a kind and therefore set the standard for future projects, and be an expert in a particular technical and/or subject matter area.	▪ 7 to 10 years project management experience ▪ A certified PM or working towards becoming a certified PM
Project Team Leader	▪ Proven skills in the management and delivery of projects. These projects typically require constant resourcing of 5+ people and last in excess of 3 months. ▪ Under a Statement of Work, a Project Manager may: - manage maintenance services for one or more applications; or - manage one or more teams within a project for a duration of between 3 and 12 months.	▪ 3 to 7 years project management experience ▪ Working towards becoming a certified PM

Analysis and Design Roles

Level	Role/Skill	Experience
Senior Architect	▪ Expert in a wide range of platforms, methods and techniques. ▪ Initiate ideas and author concept papers. ▪ Further develop ideas and concepts and describe how they might be implemented. ▪ Support one of more projects, architecture domains and / or initiatives as required. ▪ Assist in the development of detailed costings to assist in developing business cases, usually in support of the preparation of initiation briefs and proposals. ▪ Oversee and contribute to the development of one or more solutions.	▪ 7 to 10+ years specialist technical experience ▪ A certified Architect

Level	Role/Skill	Experience
	▪ As required, assist project manager(s) to develop detailed costings and work breakdown structures. ▪ Contribute to the technical review of solutions. ▪ Contribute to periodic quality reviews in accordance with the programme quality standards.	
Architect	▪ Expert in a number of platforms, methods and techniques. ▪ Research platforms, methods and techniques to apply to development of solutions. ▪ Support one or more projects, architecture domains and/or initiatives with lower level complexities as required. ▪ As required, assist project manager(s) to develop the detailed costings and work breakdown structures. ▪ Contribute to solution definition or project approach.	▪ 3 to 7 years specialist technical experience ▪ A certified Architect or working towards becoming a certified Architect
Senior Business Analyst	▪ Skilled in process modelling and analysis of business needs and translation to requirements in large organisations and/or complex environments. ▪ Skilled in leading and/or facilitating requirements workshops. ▪ Design solutions to support process analysis and requirements to meet agreed project and program outcomes. ▪ Develop high level requirements and work with project teams to have these translated to more detailed specifications. ▪ Set strategies for, and support applications development. ▪ Set strategies for acceptance, and support testing activities. ▪ Contribute to and assist in authoring solutions to one or more projects or releases. ▪ Support the development and costing of work plans. ▪ Manage and mentor several Analysts.	▪ 3 to 7+ years business analyst experience
Business Analyst	▪ Skilled in process modelling and analysis of business needs and translation to requirements. ▪ Facilitate requirements workshops. ▪ Design solutions to agreed project and	▪ 1 to 3 years business analyst experience

Level	Role/Skill	Experience
	programme outcomes. ▪ Development high level requirements and work with project teams to have these translated to more detailed specifications. ▪ Support the development and costing of work plans. ▪ Support applications development. ▪ Support testing activities.	
Senior Systems Analyst	▪ Applies complex engineering techniques in designing and implementing business applications using software development life cycle phases and task controls. ▪ Anticipates, identifies and resolves complex application problems involving combinations of hardware, software and systems engineering constraints. ▪ Applies broad knowledge of engineering and applications/processes as they relate to Health's requirements. Develops and implements application training curriculum specific to Health's requirements.	▪ 3 to 7+ years business analyst experience
Systems Analyst	▪ Designs and implements application systems which meet Health's business needs. ▪ Leads and participates in system design teams. ▪ Interfaces with Health and assists in defining requirements. ▪ Assists others on technical or industry-related issues. ▪ Anticipates Health problems and recommends solutions. ▪ Performs run time improvement planning and implementation. ▪ Identifies and recommends system enhancements to improve or expand Health services.	▪ 1 to 3 years business analyst experience
Senior Developer	▪ Expert and authority in designated areas/fields, e.g. specific platforms as required. ▪ Able to contribute to and assist in authoring solutions to one or more projects or releases. ▪ Develop and cost work plans. ▪ Able to translate higher level requirements and/or detailed specifications into program or module designs.	▪ 5+ years specialist technical experience

Level	Role/Skill	Experience
	▪ Analyses and resolves complex application production and Health problems. ▪ Manage and mentor several developers. ▪ Develop and test programs or modules. ▪ Support testing activities.	
Developer	▪ Develop and cost work plans. ▪ Able to translate higher level requirements and/or detailed specifications into program or module designs. ▪ Develop and test programs or modules. ▪ Analyses and resolves most application production and Health problems. ▪ Support testing activities.	▪ 3 - 5 years technical experience
Junior Developer	▪ Skilled in one or more platforms. ▪ Under supervision, develop and test programs or modules. ▪ Under supervision, support testing activities.	▪ 1 - 3 years technical experience
Database Administrator (DBA)	▪ Provide advice and contribute to the architecture and design of one or more solutions for one or more projects or releases. ▪ Provide strategic and tactical advice in the use and leverage of existing databases and other data holdings. ▪ Contribute, if required, to the development of detailed costings to assist in developing business cases, usually in support of the preparation of initiation briefs and proposals. ▪ Contribute to the development of data migration, and more broadly, conversion strategies. ▪ Contribute to the development of capacity plans for data usage. ▪ Design and implement database schemas. ▪ If required, work with Health to design and document operations processes.	▪ 3 to 7+ years technical experience
Junior DBA	▪ Provide advice and contribute to the architecture and design of one or more solutions for specific projects or releases. ▪ Design and implement database schemas. ▪ If required, work with Health to design operations. ▪ Contribute to the development of capacity plans for data usage.	▪ 1 to 3 years technical experience

Level	Role/Skill	Experience
	▪ Contribute to the development of data migration plans and activities. ▪ Provide support for the implementation of projects.	
Senior Data Analyst	▪ Skilled in mapping both process flows and data flows and translation to requirements in large organisations and/or complex environments i.e. the ability to understand business strategic imperatives and provide high level data warehousing, business Intelligence and / or data analytics solutions to meet them. ▪ Skilled in leading and/or facilitating requirements workshops. ▪ Design solutions to support process analysis and requirements to meet agreed project and program outcomes. ▪ Develop high level requirements and work with project teams to have these translated to more detailed specifications. ▪ Set strategies for, and support applications development. ▪ Set strategies for acceptance, and support testing activities. ▪ Contribute to and assist in authoring solutions to one or more projects or releases.	▪ 3 to 7+ years specialist technical experience in a data warehousing environment.
Data Analyst	▪ Has some experience in mapping both process flows and data flows and translation to requirements in large organisations and/or complex environments i.e. the ability to understand business strategic imperatives and provide high level data warehousing, business Intelligence and / or data analytics solutions to meet them. ▪ Skilled in leading and/or facilitating requirements workshops. ▪ Contributes to the design of solutions to support process analysis and requirements to meet agreed project and program outcomes. ▪ Develop high level requirements and work with project teams to have these translated to more detailed specifications. ▪ Develop acceptance criteria and support testing activities. ▪ Contribute to and assist in authoring solutions to one or more projects or releases.	▪ 1 to 3 years specialist technical experience in a data warehousing environment.
Senior Data Integration	▪ Expert and authority in designated areas/fields, e.g. specific platforms as	▪ 3 to 7 years specialist technical

Level	Role/Skill	Experience
Developer	required. ▪ Able to contribute to and develop data integration architectures and frameworks. ▪ Able to contribute to and assist in authoring solutions to one or more projects or releases. ▪ Develop and cost work plans. ▪ Able to translate higher level requirements and/or detailed specifications into program or module designs. ▪ Analyses and resolves complex application production and organisation problems. ▪ Manage and mentor several developers. ▪ Develop and test programs or modules.	experience in developing data integration jobs for a data warehouse.
Data Integration Developer	▪ Able to contribute to and assist in authoring solutions to one or more projects or releases. ▪ Able to translate higher level requirements and/or detailed specifications into program or module designs. ▪ Analyses and resolves complex application production and organisation problems. ▪ Manage and mentor several developers. ▪ Develop and test programs or modules.	▪ 1 to 3 years specialist technical experience in developing data
Data Modeller	▪ Specialist experience and knowledge of data modelling in both relational and dimensional data architecture styles. ▪ Experience in producing bi-temporal change capture data models. ▪ Experience in working with data integration developers and DBA's in developing physical data models that are effective and enable high performing data integration and database querying.	▪ 5+ years data modelling experience in a large enterprise data warehouse environment.
Systems Administrator	▪ Knowledge, experience and certification in performing systems administration for large enterprise data warehouses infrastructures, covering the presentation, data repository, data integration, security, job scheduling and metadata layers.	▪ 3 to 7+ years specialist technical experience.
Reports Developer	▪ Able to contribute to and assist in authoring solutions to one or more report development initiatives. ▪ Able to translate higher level requirements and/or detailed specifications into report / information product designs. ▪ Analyses and resolves complex application	▪ 1 to 3 years specialist technical experience.

Level	Role/Skill	Experience
	production and organisation problems. ▪ Contribute to the establishment of reporting standards and architecture. ▪ Develop and test reports or information products.	
Senior Trainer	▪ Senior Trainer carries out strategic training reviews to ensure IT training is aligned to business needs. ▪ Develops detailed training plans. ▪ Makes recommendations on training requirements to the Customer. ▪ Responsible for end to end design for new training requirements. ▪ Performs needs analysis for training options and scenarios.	▪ 7 to 10 years' experience in training design and planning.
Trainer	▪ Trainer assists in strategic reviews of training to ensure IT training is aligned to business needs. ▪ Contributes to training plans. ▪ Makes recommendations on training requirements. ▪ Responsible for end to end delivery of training packages or modules. ▪ Assists in training needs analysis.	▪ 3 to 7 years' experience in training delivery.

Testing Roles

Level	Role/Skill	Experience
Test Manager	▪ Define and be responsible for an overall test programme comprising multiple and/or related projects. ▪ Set test strategies in consultation with Project Managers and analysts, as appropriate. ▪ Liaise with stakeholders and assist in sign off of Acceptance Criteria with respect to one or more releases. ▪ Contribute to the development of plans and costings with respect to testing of one or more releases. ▪ Manage and report on the status of testing activities. ▪ Manage several Senior Testers and Testers.	▪ 3 to 7 years technical experience

Level	Role/Skill	Experience
Senior Tester	▪ Expert in test tools and/or methods. ▪ Set test strategies in consultation with Project Managers and analysts, as appropriate. ▪ Liaise with stakeholders and assist in sign off of Acceptance Criteria with respect to one or more releases. ▪ Contribute to the development of plans and costings with respect to testing of one or more releases. ▪ Manage and report on the status of testing activities. ▪ Lead the development of test modules according to project priorities.	▪ 1 to 3 years technical experience.
Tester	▪ Familiar with test tools and/or methods. ▪ Develop test modules according to project priorities. ▪ Conduct tests.	▪ 0 to 1 years technical experience.
Senior Technical Engineer	▪ Undertake IT work requiring a high level of experience in a specialised area. ▪ Possesses a high level of skill and expertise in one or more specialised areas. ▪ Broad oversight and give direction to IT engineers. ▪ Able to communicate effectively to diverse technologies and business communities. ▪ Exercise a high degree of independence, judgement and initiative. ▪ Accountable for outcomes in their area of responsibility and influence outcomes in related areas. ▪ Certifications may include MCSE, and industry Profession certification.	▪ 3 to 7+ years specialist technical experience
Technical Engineer	▪ Undertake IT work requiring a reasonable level of experience in a specialised area. ▪ Possesses a sound level of skill and expertise in one or more specialised areas. ▪ Certifications may include MCSE, and industry Profession certification. ▪ Able to communicate effectively in relation to diverse technologies and business communities.	▪ 3 - 5 years technical experience
Junior Technical Engineer	▪ Possesses technical background in required platforms and tools.	▪ 1 - 3 years technical

Level	Role/Skill	Experience
	▪ Assists senior technology staff in implementation and completion of project tasks. ▪ Installs and administers software. ▪ Maintains equipment, servers and PC. ▪ Supports users and resolves incidents and problems. ▪ Has relevant education and training, with some practical experience in IT work.	experience
Graduate	▪ Responsible for routine or basic technical analysis. ▪ Competent in one or more platforms. ▪ Analyses and resolves basic incidents and problems. ▪ Prepares system related and technical documentation.	▪ 1 years technical experience

Applications Specialist Roles

Level	Role/Skill	Experience
Software Product Specialist	▪ Provide in depth knowledge and capability in a specific product or set of products (the products). ▪ Advise on the strategic and tactical use of the products. ▪ Conduct installation and configuration of a specific product. ▪ Support incident and problem managers by undertaking problem diagnosis in relation to the use and/or capability of the products, liaising with the relevant software laboratories as required. ▪ Provide support to integrate products into the Health environment. ▪ Assist with performance tuning and other technical tasks associated with bedding down the product.	▪ 3 to 7+ years specialist technical experience.
Senior Software Product Specialist	▪ Provide in depth knowledge and capability in a specific product or set of products (the products). ▪ Advise on the strategic and tactical use of the products. ▪ Conduct installation and configuration of a specific product.	▪ 5 to 10+ years specialist technical experience.

Level	Role/Skill	Experience
	▪ Support incident and problem managers by undertaking problem diagnosis in relation to the use and/or capability of the products, liaising with the relevant software laboratories as required. ▪ Provide support to integrate product into the Customer environment. ▪ Assist with performance tuning and other technical tasks associated with bedding down the product.	
Software Industry SME	▪ Provide in depth knowledge and capability in a specific 3rd party product or set of 3rd party products. ▪ Advice as to the strategic and tactical use of the products. ▪ Advise as to product implementation options in the context of ongoing product development. ▪ Provide access to early releases of new product capability and access to internal 3rd party technical resources. ▪ Provide access to intellectual property to assist implementation of specific 3rd party product functionality. ▪ Assist with performance tuning and other technical tasks associated with bedding down the product.	▪ 5 to 10+ years specialist technical experience.

Register Management Roles

Level	Role/Skill	Experience
Senior Executive Sponsor	▪ Responsible for large scale programme delivery. ▪ Has extensive experience in leading teams to deliver on large complex programmes. ▪ Expert knowledge of Health's business. ▪ Responsible for performance, cost, scope, quality and achievement of business Outcomes.	▪ 10-15+ years' experience in managing medium/ large business and Program Delivery (unless otherwise agreed by Health)
Operational Service Delivery Executive	▪ Primary relationship manager with health and issue escalation management. ▪ Oversees the delivery of Register and ICT services. ▪ Responsible for performance, cost, scope, quality and achievement of business Outcomes.	▪ 10 years + experience in Health Program Delivery (unless otherwise agreed by Health)

Level	Role/Skill	Experience
	▪ Leads a number of teams to achieve Program Outcomes. ▪ Expert knowledge of Health's business, market, segment/industry/technology/population/screening/emerging technologies and discipline trends.	
IT Register Service Delivery Manager	▪ Responsible for ICT services management associated with the delivery of a NCSR. ▪ Responsible for the implementation, delivery and maintenance of technology plans to support ICT infrastructure. ▪ Responsible for applications, software, infrastructure, network and security arrangements. ▪ Responsible for maintaining end-to-end solution design delivery. ▪ Oversee strategic reviews of applications and architecture to ensure currency and fit-for-purpose. ▪ Expert knowledge of Health's business, market segment/industry/technology/population screening/emerging technologies and discipline trends.	▪ 10 years + experience in ICT program management / service delivery (unless otherwise agreed by Health)
Operations Service Delivery Manager	▪ Responsible for all operations management including: - Mail-house; - Call centre; - Cervical Program; - Bowel Program; - Data Management; - Stakeholder Engagement. ▪ Experience in management and delivery of a number of large complex programs.	▪ 10 years + experience in program management/ serviced delivery/ population Health (unless otherwise agreed by Health)
Transition Manager	▪ Responsible for Transition Planning to manage the transfer of the NBCSP Register and the NCSP Registers to a NCSR. ▪ Proven skills in managing large complex projects and large scale programs. ▪ Expert knowledge of the business areas requirements and business objectives. ▪ Proven skills in the management and delivery of substantial and complex projects which require considerable resourcing and may last	▪ 10+ years' experience in project/programme management

Level	Role/Skill	Experience
	more than 6-12 months. ▪ Experience with managing budget, timeframes and scope. ▪ Experience in managing numerous stakeholders with an ability to influence and guide projects.	
Senior Call Centre Manager	▪ Proven skills in the management and delivery of call centre services. ▪ Responsible for the establishment and implementation and maintenance of call centre capabilities, including SOPs; ▪ Proven skills in complaints handling and escalation; ▪ Expert knowledge of market segment / industry / technology / healthcare delivery. ▪ Proven capability to manage manual processing support services. ▪ Responsible for the identification and implementation of business processes to deliver continuous improvement.	▪ 7+ years' experience in call centre management
Senior Mail-house Manager	▪ Responsible for large scale mail-house operations including: - personalisation and all mailing services associated with the Register; - Mail out services; - Template services; - Stock management; - Dispatch and postage; - Reporting; and - Invoicing. ▪ Makes recommendation on service improvement.	▪ 7+ years' experience in large mail-house management
Senior Program Manager (Bowel)	▪ Expertise and demonstrated understanding of population based screening; ▪ Responsible for all Register services associated with the delivery of the NCSP, including: - Participant Recruitment - Participation Management - Screening Management - Screening Assessment Management - Screening Diagnosis management	▪ Qualifications in Health/ Science. ▪ 10 years + experience in Population Health (unless otherwise agreed by Health)

Level	Role/Skill	Experience
	- Outcome management - Manual Processing ▪ Responsible for end-to-end user interactions for Bowel Program.	
Senior Program Manager (Cervical)	▪ Expertise and demonstrated understanding of population based screening ▪ Responsible for all Register services associated with the delivery of the NCSP, including: - Participant Recruitment - Participation Management - Screening Management - Screening Assessment Management - Screening Diagnosis management - Outcome management - Manual Processing ▪ Responsible for end-to-end user interactions for Cervical Program.	▪ Qualifications in Health/ Science ▪ 10 years + experience in Population Health (unless otherwise agreed by Health)
Stakeholder and Communications/Training Manager	▪ Responsible for the establishment and maintenance collaborative partnerships with key stakeholder groups. ▪ Experience in development and delivery of training modules to the health sector. ▪ Experience in development and delivery of a range of training methodologies including tiered delivery, super-user, train-the-trainer, web based training etc. ▪ Skilled in Website management including design, publication and content management.	▪ 7+ years' experience in stakeholder management/ communications ▪ Qualifications in education and training
Senior Data Manager	▪ Responsible for data quality activities. ▪ Responsible for the ongoing review and assessment of data capture requirements and processes. ▪ Responsible for continuous improvement activities associated with data capture, quality and reporting. ▪ Experience in statistical analysis and reporting capability. ▪ Experience in data analysis, modelling and reporting. ▪ Liaise with stakeholders to support reporting requirements. ▪ Detailed understanding of screening program/	▪ Qualifications in Statistics/ epidemiology/ Health/ Science ▪ 10 years + experience in population Health (unless otherwise agreed by Health)

Level	Role/Skill	Experience
	service delivery and a proven ability to translate information into program relevant recommendations. ▪ Responsible for implementing a data access policy.	

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SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 5

SERVICE LEVEL AND SERVICE STANDARD FRAMEWORK

Table of Contents

1. Introduction

1.1 This Schedule

1.1.1 This Services Agreement is underpinned by an 'Outcomes Performance and Payment' approach that links performance under this Services Agreement to achievement of the Outcomes.

1.1.1A [redacted], the Service Provider's performance against the Outcomes will be measured through the Service Provider's performance against the Service Levels and Service Standards in this Schedule.

1.1.2 This Schedule describes the Service Level and Service Standard Framework that will be used to measure, assess and report on Service Provider performance of the Outcomes, together with the payment model linked to achievement of the Outcomes.

1.2 Purpose of the Service Level and Service Standard Framework

1.2.1 The Service Level and Service Standard Framework is designed to:

(a) focus the Service Provider on achievement of the Outcomes in support of achieving Health's business outcomes;

(b) measure and track the Service Provider's performance against the Outcomes; and

(c) assist Health to manage the Service Provider's achievement of the Outcomes through its delivery of the Services.

1.3 Structure of this Schedule

1.3.1 This Schedule comprises the following documents:

(a) **Schedule 5 – Service Level and Service Standard Framework** – this document, which describes the Outcomes performance and payment framework; and

(b) **Schedule 5 – Attachment A – Service Levels and Service Standards** – a list and description of each Service Level indicator and Service Standard that will be used by Health to assess the Service Provider's achievement of the Operator Services and Register ICT Services Outcomes;

1.4 Activities All Inclusive

1.4.1 The Service Provider must provide all Software, tools, Infrastructure and resources necessary to meet its obligations under this Schedule.

1.4.2 All activities and costs associated with this Schedule are included in the Charges in Schedule 4 – Pricing Framework.

2. Outcomes Performance and Payment

2.1 Performance of Outcomes

2.1.1 Health will assess the Service Provider's performance of each Outcome based on:

(a) the Service Provider's achievement of Service Level indicators and Service Standards aligned to each Outcome; and

(b) the Service Provider's overall achievement of the Outcomes, including through consideration of the discretionary principles set out in section 3.2.2 (the 'Guiding Principles').

2.1.2 The Service Level indicators and Service Standards are specified in Schedule 5 - Attachment A, and:

(a) include a combination of quantitative and qualitative measures; and

(b) are intended to be measured from a business outcome or End User perspective.

2.1.3 Performance against the Service Levels and Service Standards must be measured, tracked and reported by the Service Provider, and will be validated and assessed by Health on a monthly basis, or such other timeframe specified in Schedule 5 - Attachment A, for the applicable Service Level and Service Standard.

2.2 Payment against Performance of Outcomes

2.2.1 Payment of the Charges is subject to the following:

(a) At Risk Amounts linked to achievement of the Outcomes. At Risk Amounts are intended to offset the impact to Health of the Service Provider's failure to meet the Outcomes, but are without limitation to any other rights and remedies available to Health in respect the Service Provider's failure to meet the Outcomes; and

(b) [redacted]

2.2.2 Further details of the At Risk Amounts, [redacted] and mechanics of the payment model are provided in section 4.

2.3 Commencement of Outcomes Performance and Payment

2.3.1 The Service Level and Service Standard Framework commences on the first Go Live Date including commencement of:

(a) measurement and reporting of each Service Level and Service Standard; and

(b) assessment of performance against the Outcomes.

2.3.2 Measurement will occur during the first three (3) months after the first Go Live Date but no At Risk Amount or [redacted] applies during this period.

2.3.3 Not used.

3. Process and Governance for Assessment

3.1 Process and Governance

3.1.1 The following process and governance applies to assessing the Service Provider's achievement of Outcomes and the payment of At Risk Amounts [redacted]:

(a) Monthly Service Level and Service Standard Reporting: the Service Provider must:

(i) collect, analyse and report performance against each Service Level and Service Standard (whether the Service Provider, Health or a third party is responsible for measurement) for Outcomes 1 to 3;

(ii) provide information and Data, as reasonably required by Health, in relation to its performance against each Service Level and Service Standard for Outcomes 4 and 5;

(iii) provide drill down reports related to Service Level and Service Standard failures, including proposed corrective actions;

(iv) review performance trends and identify opportunities for performance improvement; and

(v) provide monthly Service Level and Service Standard Reports that address each of section 3.1.1(a)(i) to 3.1.1(a)(iv), and that otherwise meet the requirements specified in section 5.

(b) Monthly Service Level and Service Standard Review: Health's supplier management function will:

(i) receive the Service Provider's monthly Service Level and Service Standard Reports, and validate information included in the Service Level Reports, as required;

(ii) collate Service Level and Service Standard information and Data in relation to each Service Level and Service Standard for Outcomes 4 and 5;

(iii) review the Service Provider's performance against each Service Level and Service Standard and, as required, conduct drill down reviews with the Service Provider in relation to any Service Level and Service Standard failures;

(iv) consider any notice requesting relief pursuant to clause 48 of this Services Agreement in accordance with the requirements of clause 48 of this Services Agreement;

(v) review performance trends for the Service Levels and Service Standards with the Service Provider;

(vi) determine any corrective actions required by the Service Provider to address performance issues, prevent recurrence of performance issues and improve performance;

(vii) make a preliminary assessment of the Service Provider's achievement of the Outcomes in accordance with section 2.1;

(viii) undertake preliminary analysis and may make recommendations in relation to the payment or withholding of At Risk Amounts in accordance with section 4.1; and

(ix) [redacted]

(c) Monthly Outcomes Assessment: Health will review and validate the Service Provider's performance and, determine:

(i) the Service Provider's performance against the Outcomes for the month in accordance with section 2.1.1;

(ii) the application of At Risk Amounts (if any) in accordance with section 4.1; and

(iii) [redacted]

3.2 Guiding Principles

3.2.1 Health may, in making the determinations and exercising its discretions under sections 3.1.1(c)(i) to 3.1.1(c)(iii), take into account one (1) or more of the Guiding Principles (provided that these principles do not in any way override, limit or reduce Health's right to exercise its discretion).

3.2.2 The Guiding Principles include those listed in Table 1 below.

	Guiding Principles	Example Characteristics
1	**Business Impact:** The extent to which any performance failures impacted the Health's business or its ability to meet its business outcomes.	• A critical business, policy or legal deadline was adversely impacted or prevented from being met. • Business operations for a significant number of End Users were interrupted or stopped. • Critical business operations for some End Users were interrupted or stopped.
2	**Extent of Failure:** The extent to which the Service Provider has failed to meet the Service Levels and Service Standards.	• The number of Service Level indicators and Service Standards not achieved for the relevant Measurement Period. • The margin by which the Service Provider failed to meet a Service Level and Service Standard. • The number of times a Service Level and Service Standard or Outcome has not been achieved. • The period since the last failure to meet a Service Level and Service Standard or Outcome.
3	**Proactive Service Provider Behaviour** The extent to which the Service Provider worked proactively, cooperatively and diligently with Health, and its State and Territory based counterparts and Other Service Providers to identify, diagnose, resolve and prevent performance issues.	• The Service Provider demonstrates that it has proactively addressed performance issues within timeframes commensurate with the level of risk associated with the issue. • The Service Provider has identified recurring performance issues or trends and has, or is, undertaking actions to remove "known errors". • The Service Provider demonstrates that it has invested effort to improve performance. • The Service Provider has demonstrated

	Guiding Principles	Example Characteristics
		the Service Provider characteristics specified in Schedule 3 - Management and Governance.
4	**Overall Achievement of the Outcomes:** The extent to which the Outcome characteristics (taken as a whole) have been achieved.	• The Service Provider provides appropriate focus across all Outcomes. • The Service Provider and its Personnel demonstrate sound undertaking of the Outcome characteristics, and what is required to achieve the Outcomes. • Service Levels, Service Standards and Milestones have not been met.

Table 1 - Guiding Principles

4. Payment Model

4.1 At Risk Amount

[redacted]

Outcome	Maximum At Risk Amount	Measurement Period
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	

Table 2 – Maximum At Risk Amount by Outcome

[redacted]

4.2 Bonus Payments

[redacted]

[redacted]

4.3 Example Scenarios

[redacted]

[redacted]

[redacted]

[redacted]

[redacted] [redacted]

[redacted]

	[redacted]					
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]			[redacted]		
[redacted]	[redacted]			[redacted]		

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5. Service Level Measurement, Reporting, Drill Down and Corrective Action

5.1 Service Level and Service Standards Measurement and Reporting Tools

5.1.1 The Service Provider must provide and maintain all tools (e.g. survey tools), resources and capability required to measure, collate, calculate, validate and report against the Outcomes, Service Levels and Service Standards in accordance with this Schedule including, without limitation:

(a) to measure all Service Levels and Service Standards that are the Service Provider's measurement responsibility to provide the Service Level and Service Standards Reports;

(b) to develop and maintain survey capability that can be used by the Service Provider, Health or a nominated third party to conduct qualitative based 'survey' on satisfaction Service Levels and Service Standards; and

(c) to develop and maintain an Outcomes Scorecard that is linked to Service Level and Service Standards Data and reporting information, and which can be completed by Health on a monthly basis based on its assessment of performance against the Outcomes.

5.1.2 The Software tools must be capable of configuring and changing business rules to improve the measurement and reporting of performance.

5.1.3 Without limiting the Service Provider's obligations under this Schedule, the Software tools and capability should include automation (where practicable) and Self-service capability where this would reduce overhead and improve efficiency, for example, for the purpose of:

(a) automating Service Level and Service Standard measurement and reporting;

(b) Health or Other Service Provider resolver groups or representatives updating information related to performance; and

(c) Health reviewing and validating Service Level and Service Standard Reports.

5.2 Service Level and Service Standard Reporting

5.2.1 The Service Provider must provide Service Level and Service Standard Reports in accordance with requirements specified in this Schedule.

5.2.2 Service Level and Service Standard Reports must be delivered to Health within 10 Business Days after the end of each month. The Service Level and Service Standard Reports must be in an agreed format that meets the requirements of this Schedule and is Approved by Health.

5.2.3 At a minimum, Service Level and Service Standard Reports must include:

(a) meaningful executive style reports (including in dashboard and graphical format where possible / appropriate) as well as more detailed reporting and substantiation information, as reasonably required by Health;

(b) graphical depictions and written details of the Service Provider's performance against the Service Levels and Service Standards for the relevant Measurement Period, unless the Service Level and Service Standard is to be reported on an exception basis only, in which case the report should include only exception reporting information;

(c) comparison of the performance to performance in previous months and relevant trend analysis;

(d) reference information, as relevant (for example, system names, Incident numbers, improvement initiative identifier);

(e) drill down information for any failure to meet a Service Level or Service Standard;

(f) corrective action plan(s) or initiatives for rectifying the performance issue that caused any failure to meet a Service Level or Service Standard;

(g) details of preventative action proposed by the Service Provider to minimise the re-occurrence of the failure;

(h) any other special reporting requirements set out in Schedule 5 - Attachment A; and

(i) monthly and yearly Data, as reasonably required by Health.

5.3 Performance Drill Down and Corrective Actions

5.3.1 Drill down review means review of a failure by the Service Provider to meet a Service Level or Service Standard, including investigation of the cause of Performance Issues, including:

(a) the Service(s) impacted by the Performance Issue;

(b) the reasons or 'root cause' for the Performance Issue;

(c) any related contributing factors;

(d) the impact and business criticality of the Performance Issue;

(e) any trend analysis regarding reasons for the Performance Issue and any repetition of the Performance Issue; and

(f) options to rectify or address the Performance Issue.

5.3.2 Corrective action means any action or plan to rectify and address Performance Issues, or to improve performance. Corrective action may include joint actions with Health and State and Territory based counterparts or Other Service Providers or third parties.

6. Variations to the Service Level and Service Standard Framework

6.1 Overview

6.1.1 Subject to consultation in good faith, Health may vary the Service Level and Service Standard Framework in respect of each of the following (set out in section 6.1.1(a) to 6.1.1(d)) on an annual basis, unless there is a Program Change or the Parties agree otherwise. Where there is a Program Change, the Parties will negotiate in good faith, the variations to the Service Level and Service Standard Framework:

(a) varying the At Risk Amount weightings that apply to the Outcomes, as set out in section 6.2;

(b) adding Service Levels and Service Standards, as set out in section 6.3;

(c) deleting or varying Service Levels and Service Standards, as set out in section 6.4; and

(d) varying the Bonus Criteria, and

in each case Health will consider the Service Provider's representations about issues concerning a proposal, including those relating to technical feasibility (in terms of the existing measurement or reporting capability within the Register) and costs to the Service Provider of implementing the proposal.

6.1.2 The Parties will consult in good faith in relation to all Service Level and Service Standard Framework variations (including costs to the Service Provider to implement), and discussion at

Health / Service Provider senior representative level in accordance with **Schedule 3 - Management and Governance** will take place if any concerns are raised regarding the outcome of these processes.

6.1.2A Not used.

6.1.2B Subject to clause 7.2.6 of this Services Agreement, no variation, including addition or reduction/removal to or of the Service Levels will take effect until the costs of the variation, addition or reduction/removal are agreed by the Parties.

6.1.3 Variations to the Service Levels and Service Standard Framework take effect in accordance with this section and are not subject to the change control process in this Services Agreement.

6.2 Varying At Risk Amount Weightings

6.2.1 Subject to consultation in good faith and section 6.1.1, Health may, by giving the Service Provider three (3) months' notice in writing, vary the At Risk Amount weightings that apply to each Outcome, as set out in Table 2.

6.2.2 However, the Total At Risk Amount may not be increased by Health.

6.3 Addition of Service Levels and Service Standards

6.3.1 Subject to consultation in good faith and section 6.1.1, Health may require additional Service Levels and Service Standards by giving the Service Provider three (3) months' notice in writing (or a lesser period if agreed by the Service Provider).

6.3.2 All additional Service Levels and Service Standards will be established in accordance with the following:

(a) Health and the Service Provider will consult and negotiate in good faith to agree the Minimum Service Level for the new Service Level and Service Standard within one (1) month after Health has provided the notice to the Service Provider, having regard to:

(i) industry standard measures;

(ii) any relevant existing performance Data; and

(iii) any objective Data the Service Provider or any other third party can provide based on similar measures for other organisations similar to Health.

(b) When agreed, the new Service Level and Service Standard will be deemed incorporated into this Services Agreement and will commence as at the end of the new Service Level and Service Standard notice period.

(c) If Health and the Service Provider cannot agree the Service Level and Service Standard within one (1) month after Health has proposed the new Service Level and Service Standard, then the Minimum Service Level for the new Service Level and Service Standard will be equal to the average of the monthly measurements for the Service Level and Service Standard over a three (3) month Measurement Period (or baseline Data for a longer period if available).

6.4 Deletion and Variation of Service Levels and Service Standards

6.4.1 Subject to consultation in good faith and section 6.1.1, Health may, by giving the Service Provider three (3) months' notice in writing (or such other period as agreed by the Parties), delete or vary any Service Level and Service Standard in accordance with the following:

(a) proposed deletions will be deemed deleted by the end of the three (3) month notice period;

(b) proposed variations that do not involve new measures will be implemented by the end of the three (3) month notice period, or any other period agreed by the Parties; and

(c) proposed variations that require new measures or adjusted Minimum Service Levels will be implemented in accordance with section 6.3.

6.4.2 Subject to consultation in good faith, Health may, by giving the Service Provider three (3) months' notice in writing (or such other period as agreed by the Parties) vary the:

(a) measurement methodologies used for calculating and measuring Service Levels and Service Standards; and

(b) reports to be provided by the Service Provider in relation to the Service Levels and Service Standards,

in response to changes in technology, business requirements or business processes and this Services Agreement will be deemed amended accordingly from the date of receipt by the Service Provider of the notice from Health.

6.5 Varying Bonus Criteria

6.5.1 Subject to consultation in good faith and section 6.1.1, Health may, by giving the Service Provider three (3) months' notice in writing (or such other period as agreed by the Parties), vary the Bonus Criteria to reflect its changing business priorities and requirements.

6.5.2 However, the size of the Total Bonus Payment, as a percentage of Total Base Charges for all Services, will not be increased by Health.

6.5.3 The Bonus Criteria will be deemed amended from the end of the notice period.

6.6 Frequency of Changes

6.6.1 Health will, where feasible, align any requests for variations in accordance with this section 6 with the timing of a scheduled joint review forum. However, Health may, subject to section 6.1.1, where there is a business need, request a variation under any of section 6 at any other time.

6.6.2 The Parties may agree that a change is warranted where the Service Provider needs to alter the Register. In such a case the Service Provider will submit details of the changes in accordance with clause 27 of this Services Agreement.

7. Continuous Improvement of Service Levels and Service Standards

7.1.1 Each year during the Term, Health and the Service Provider will review the Service Levels and Service Standards to determine whether the level of performance and Minimum Service Level can be increased or improved. The Parties will consider the level of performance against the

Minimum Service Levels achieved over the previous year and agree any Service Levels and Service Standards that need to be increased.

7.1.2 Where a Service Level and Service Standard has been continuously met during the previous year, Parties will negotiate in good faith to determine whether the Minimum Service Level for the Service Level and Service Standard will be increased to reflect the level of actual achievement.

7.1.3 All variations in accordance with this section will be incorporated in accordance with section 6.4.

8. Service Level and Service Standard Definitions, Terminology and Interpretation

8.1 Service Level and Service Standard Definition

8.1.1 Table 4 lists the content defined for each Service Level and Service Standard in Schedule 5 - Attachment A.

<Service Level Name>	
Measure Description	A description of what the Service Level and Service Standard measures.
Measurement Hours	The hours during which the Service Level and Service Standard calculation is applied. Note: This may differ to the Service or Support Hours (e.g. the Service Level and Service Standard may be measured over core Business Hours, but the relevant Service may be supported on a 24 x 7 basis).
Minimum Service Level	The Service Level and Service Standard that the Service Provider must equal or exceed.
Measurement Methodology	
Measurement Point	Identifies where or when the measurement is carried out or the start and end times for Service Levels and Service Standards that are based on elapsed time.
Calculation	How the Service Level and Service Standard is calculated.
Measurement Period	The period over which the Service Level and Service Standard is to be measured and calculated e.g. monthly, three (3) monthly or six (6) monthly.
Frequency of Measurement	Whether the Service Level and Service Standard is to be measured Continuously or at certain intervals.
Data Source	Identifies the source of the information used to calculate the Service Level and Service Standard.
Measurement Responsibility	Whether it is the responsibility of the Service Provider, Health or a third party to measure (or collect Data for), calculate and report the Service Level and Service Standard.
Reporting Frequency	How often the Service Level and Service Standard is reported.
Special Reporting Requirements	Any specific breakdown or other special reporting requirements for the Service Level and Service Standard. The standard reporting requirements are specified in section 5.

Table 4 - Service Level Definition Tables

8.2 Measurement Hours

8.2.1 Operator Services: The Measurement Hours are 8:00am to 6:00pm in each State or Territory in which the Services are available and provided unless otherwise specified in the Service Level and Service Standard Definition Tables.

8.2.2 Register ICT Services: The Measurement Hours are 24 hours a day, seven (7) days a week unless otherwise specified in the Service Level and Service Standard Definition Tables.

8.3 Priority Levels

8.3.1 Some Service Levels and Service Standards include reference to Priority Levels. Priority Levels indicate the Priority designation assigned to Incidents, and determine certain resolution actions which are based on business priorities and impact to Health. Priority Levels will be reviewed by the Parties and the agreed definitions for Priority Levels will be included in the Policies and Procedure Manual.

8.3.2 The Call Centre has responsibility for determining and assigning a classification for each End User request, query and complaint in accordance with Priority Levels. Priority Levels must be determined in accordance with the Priority Level guidelines approved by Health for that purpose, but ultimately, the Call Centre will base its classification on the business impact and priority of the Incident, as determined in consultation with End Users.

8.3.3 The Level 1 Service Desk has responsibility for determining and assigning a classification for each Incident in accordance with Priority Levels. Priority Levels must be determined in accordance with the Priority Level guidelines approved by Health for that purpose, but ultimately, the Level 1 Service Desk will base its classification on the business impact and priority of the Incident, as determined in consultation with End Users, and where relevant, Health's executive management.

8.3.4 If either Party considers that there is a recurring issue with the way the classification system is working in practice, the parties will work together to resolve that issue, which may include clarifying or changing the Priority Level guidelines.

8.4 Changing Priority Level Classifications

8.4.1 If at any time following the classification (but before the relevant Incident is closed) further information becomes available which requires an alteration to the classification, the Call Centre or the Level 1 Service Desk or Health may reclassify the Incident. If the classification is changed, then:

(a) where the Incident is reclassified to a higher Priority Level, the Incident Resolution Time will be the lesser of the:

(i) remaining Incident Resolution Time at the lower Priority Level; or

(ii) Incident Resolution Time for the higher Priority Level.

(b) where the Incident is reclassified to a lower Priority Level, the Incident Resolution Time will be the Incident Resolution Time of the lower Priority Level as measured from the time the Incident was originally logged.

8.4.2 For the avoidance of doubt, it is not possible to change the classification of an Incident for Service Level and Service Standard measurement purposes after the Incident is closed.

8.4.3 A Priority Level one (1) Incident cannot be reclassified to a lower Priority Level without Health's Approval.

8.5 Multiple Component Service Levels and Service Standards

8.5.1 Unless otherwise specified for the applicable Service Level and Service Standard:

(a) where a Service Level and Service Standard contains more than one (1) set of measures or measurements, then each of these must be measured and reported as separate measures. For example, where an Incident Resolution on-time Service Level and Service Standard requires measurement of Incidents for each of the

different Priority Levels, each of these items will be measured and reported as separate Service Levels and Service Standards; and

(b) where one (1) or more components fail to meet the Minimum Service Level specified for the component, then the overall Service Level and Service Standard will be failed.

8.6 Interpretation of Figures and Percentages

8.6.1 Where a Service Level and Service Standard includes percentages or numbers, these will be applied as follows:

(a) "X%" means that if the Service Provider achieves X% or higher, the Service Level and Service Standard is met (without further rounding-up of the percentages, except for the rounding-up referred to in section 8.6.2); and

(b) "Y" means that if the Service Provider achieves Y or fewer, the Service Level and Service Standard is met. (This also may be referred to as "Y allowable exceptions".)

8.6.2 For each Service Level and Service Standard, the number of allowable exceptions is the percentage that can occur without the Service Provider failing the applicable Service Level and Service Standard. Where the number of allowable exceptions has a fractional component, then the number of allowable exceptions will be rounded up to the next highest whole number. For example, if the Minimum Service Level is "95%", and the Service Provider achieves 9 out of a sample of 10, then the "number of allowable exceptions" is 5% of 10 = 0.5, which is rounded up to 1 allowable exception.

8.7 Business Hours and Business Days

8.7.1 Time elapsed is calculated taking into consideration the starting time. For example, if a Service is requested at 12.30pm on a Friday, and it is to be provided within two (2) Business Days, then this means that it must be provided by 12.30pm on the following Tuesday (unless the Monday is a public holiday, in which case two (2) Business Days means by 12.30pm on the following Wednesday).

8.7.2 References in this Schedule to Business Days, Business Hours or other times refer to the local time at the place where Health or its users receive the Services.

9. Not used

10. Sub-contractors

10.1.1 The provisions of this Schedule apply to all Subcontractors of the Service Provider and the Service Provider must ensure that access to Subcontractor reporting, systems, measurement tools and resources is available directly to Health Personnel for any matter related to the Service Level and Service Standards Framework.

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 5

ATTACHMENT A

SERVICE LEVEL AND SERVICE STANDARDS

1 Service Levels and Service Standards

1.1.1 The table below describes the Service Levels, aligned to the Outcomes

Ref	Service Level	Description	Minimum Service Level	Data Source	Measurement Period
Outcome 1: Services are accessible, reliable and Available					
1-a	Accessibility, reliability and Availability of Services to End Users	Accessibility, reliability and Availability of Services to End Users means that End Users are able to log on to, access and have normal use of the Services. Availability is to be measured and reported based on the 'End User experience' via monitoring and measurement of 'sample transactions' that must meet the Service requirements. End Users have access to Self-service capabilities: • End Users have access to contemporary and easy to use interfaces that provide Self-service capabilities that meet Stakeholder expectations and minimise manual Operator Services intervention.	The Minimum Service Level is: **1.** 99.5% of Services, per day, for all End Users are accessible, reliable and Available. 2. Self-service capabilities are available to End Users: 99.5%, excluding scheduled maintenance windows. 3. The Call Centre is available to all End Users for 99.5% of the opening period (8am-6pm in each State or Territory). All calls to the Call Centre are answered. 4. The Service Desk is 99.5% available to all End Users 24 hours a day, seven (7) days a week 5. Time taken to generate an accurate patient history report for a patient for provision to Healthcare Professionals: 98% of all patient records retrieved from the Register in less than 30 seconds after the request is	• Measurement tools provided by the Service Provider. May include synthetic transactions and / or measurement of 'real transactions'.	Monthly

Ref	Service Level	Description	Minimum Service Level	Data Source	Measurement Period
			received. 6. Time taken to register, match and return clinical screening history to a pathology laboratory for a HPV test from receipt of a complete request for clinical screening history: 95% within two (2) Business Hours and 100% within one (1) Business Day. Note: a 'complete request' is one containing sufficient information to allow the request to be processed. 7. The Register is to meet all Service Standards relevant to 1a.		
1-b	Stability and reliability of the Register	The reliability of the Register ICT Services (i.e. how many times per Month the Register ICT Services are disrupted). Measures effective Service Management based on the following criteria: • the Service Provider leads, manage and proactively triages the Resolution of Incidents, irrespective of which party is responsible; • Incidents are efficiently diagnosed; and • where the cause of an Incident or	The Minimum Service Levels are: 1. Not more than one (1) Priority Level 1 Incident per month. 2. Not more than three (3) Priority Level 2 Incidents per month. 3. Incidents are to be notified and resolved in accordance with the relevant Service Standards. 4. No unauthorised access to the Register, where any unauthorised access is measured against the Service Provider's compliance with the security requirements in the Services Agreement. If the	• ITSM Tool – Incident Records	Monthly

Ref	Service Level	Description	Minimum Service Level	Data Source	Measurement Period
		Problem is initially unclear, it must be referred to the Service Desk where the issues raised require ICT assistance to resolve. Measures the percentage of Incidents (by Priority Level) that are Resolved within the specified Incident Resolution Time: • effective steps are taken to minimise business disruption; • timely End User update and escalation; • the Service Provider ensures that good quality and auditable records are maintained by all resolvers; and • root cause analysis is undertaken and follow up actions are initiated.	Service Provider has complied with the Services Agreement any unauthorised access is not regarded as a failure. 5. Not more than one (1) unplanned Change per month excluding those made at Health's request.		
1-c	Feedback, queries and complaints for the National Cancer Screening Programs are Resolved, accurately effectively and	Queries, feedback and complaints for the National Cancer Screening Programs are resolved accurately, effectively and promptly. Measures effective Service Management based on the following criteria: • the Service Provider leads, manages and proactively triages the Resolution of requests,	The Minimum Service Levels are: Feedback, Queries and Complaints 1. Feedback, Queries and Complaints are to be notified and resolved in accordance with the Service Standards. Complaint management 2. Less than five (5) complaints received pertaining to Operator	• Service Provider Tool. • Health received complaints.	Monthly

Ref	Service Level	Description	Minimum Service Level	Data Source	Measurement Period
	promptly	queries, feedback and complaints for the National Cancer Screening Programs, irrespective of which party is responsible; and • requests, queries, feedback and complaints for the National Cancer Screening Programs are efficiently diagnosed and Resolved.	Services and Register Services in total per month.		
1-d	Operational delivery of NCSR Services	• Eligible Australians receive invitations, Reminders and follow up Reminders to support movement through the Screening Pathway. • In addition, all ineligible Australians in accordance with Program guidelines will be identified and not invited or contacted. • Mailhouse operations. • Template Services. • Correspondence. • Email. • SMS. • Phone calls.	The Minimum Service Levels are: 1. All Eligible Australians are issued invitations, Reminders and follow up Reminders to support movement through the Screening Pathway at the right time in accordance with the agreed Master Person Database. 2. All End Users receive the correct correspondence in accordance with the agreed Master Person Database. 3. Eligible Australians' status in the Screening Pathway is accurately maintained and promptly updated and all Screening Rounds are closed in accordance with Program Policy.	Reconciled Service Provider transaction logs and / or reports.	Monthly

Ref	Service Level	Description	Minimum Service Level	Data Source	Measurement Period
			Mailhouse 4. Mailhouse operations are in accordance with the Service Standards. Electronic correspondence: 5. The trend over time of the number of undeliverable emails reduces. Call Centre Services 6. Call Centre Services are to be in accordance with the relevant Service Standards.		
1-e	Policies and Procedures	The Services are delivered to End Users in accordance with up-to-date individual Screening Programs' policies and relevant clinical guidelines.	The Minimum Service Level is: Policies and Procedures 1. Zero (0) instances per month of the Services not adhering to Law, the Approved Policy and Procedures Manual or other guidelines and standards.	Service Provider records. Health records.	Monthly
Outcome 2: End Users are satisfied with Services					
2-a	Highly Satisfied End Users	End Users are satisfied with the Services, including: • Operator Services – Availability, competence, professionalism, processes. Measures the level of End User	1. The Minimum Service Level is: satisfaction score of 3 or more Where: • Score of 1: does not meet expectations;	• Monthly online 'snap' surveys to sample the views of End Users. • Other surveys, as conducted or required by Health. Note: Health must be involved in the development and design of the	Monthly

Ref	Service Level	Description	Minimum Service Level	Data Source	Measurement Period
		satisfaction based on: • Monthly online 'snap' surveys to sample End Users, to verify satisfaction with standard; • random 'snap' surveys to sample End Users, to verify satisfaction with standard; • annual End User survey – question(s) on the Operator's performance; • Consolidated End User feedback to the Call Centre; and • any other survey of End Users that is conducted or required by Health in relation to the Services. Monthly online 'snap' surveys: • The Monthly on-line 'snap' surveys will be 'badged' as Health surveys, but must be conducted by the Service Provider on Health's behalf. • The Monthly sample across all 'snap' surveys' is to be based on a sample size sufficient to provide a minimum of 50 completed responses per Month across all surveyed activities. • A survey scale of 1-5 is to be used, based on the scale listed	• Score of 2: slightly below expectations; • Score of 3: meets expectations; • Score of 4: slightly above expectations; and • Score of 5: exceeds expectations. • The score calculation is not a mere average. Health will also consider the ratio of responses at particular scores. For example, if more than 55% of responses score a 3 or higher, then the score will be at least 3. If more than 75% of responses score 4 or more, then the score will be at least 4 provided that there are less than 5% of scores of 1.	survey, including the questions and the phrasing of the questions. The survey is subject to Health's Approval.	

Ref	Service Level	Description	Minimum Service Level	Data Source	Measurement Period
		under 'Minimum Service Level'. Other Surveys: • As conducted or required by Health. • A survey scale of 1-5 is to be used, based on the scale listed under 'Minimum Service Level', where feasible.			
2-b	Call Centre Quality	The Call Centre provides a responsive, high quality service to End Users. Measured via the End User survey under Service Level 2-a.	Refer to Service Level 2-a	Refer to Service Level 2-a	Monthly
2-c	Call Centre Services and Call Resolution	End User calls to and interaction with the Call Centre are Resolved efficiently and promptly. Quantitative measure based on the percentage of calls received by the Call Centre that the Call Centre Resolves during the End User's call to the Call Centre without transferring the call to a second level resolver group (i.e. Service Desk).	The Minimum Service Levels are: 1. End User calls and interactions with the Call Centre and the Service Desk are notified and resolved in accordance with the Service Standards. Resolution of Escalated requests 2. Percentage of Contacts that must be resolved by the Service Provider without escalation to Health is as follows: Contract Year 1 – 80%; Contract Year 2 – 90%; and Contract Year 3 and beyond – 99%.	• Call Centre Tool for call handling (provided by the Service Provider). • Measured by the Service Provider e.g. Service Provider transaction logs and / or reports.	Monthly

Ref	Service Level	Description	Minimum Service Level	Data Source	Measurement Period
Outcome 3: Quality Data					
3-a	Timely, accurate and reliable Data and reporting on National Cancer Screening Programs	Reliability and Data Quality • Register Data, including Personal Information, is treated in confidence, kept secure and is managed, controlled and protected at all times. • There is a single client record per client, providing a single view of the client across all National Cancer Screening Programs. • Collection and storage of all historical Data to facilitate improved clinical, policy and Participant decision-making through Data trend analysis. • Data analysis and other activities for statistical reporting, monitoring and evaluation of National Cancer Screening Programs and other identified programs, for example the National HPV Vaccination Program, that support service planning and policy at a national, State, Territory and community level. • Achievement and improvement of Data quality through the use of electronic capture and transfer of information and the reduction of	The Minimum Service Levels are: Reliability and Data Quality 1. Consistent application of one (1) client, one (1) record to ensure no duplication. 2. Access to real-time quality Data (including historical Data) to facilitate improved clinical, policy and Participant decision-making. 3. Accurate and reliable analysis and reporting on Screening Programs. 4. Accurate and reliable access to business intelligence capability by authorised Stakeholders. 5. Zero (0) incidents of unauthorised access to or a breach of Register Data or Personal Information, where any unauthorised access is measured against the Service Provider's compliance with the security requirements in the Services Agreement. If the Service Provider has complied with the Services Agreement any unauthorised access is not regarded as a failure. 6. Scanning accuracy with critical error target: zero (0) errors.	• Service Provider Tool – Request Fulfilment Data. • Measured by the Service Provider. • Transaction logs from the Register.	Monthly

Ref	Service Level	Description	Minimum Service Level	Data Source	Measurement Period
		double handling through paper processing.	7. For National Cervical Screening Program, not more than one (1%) percent of total Participants in the Register have Opted off measured by the proportion of participants calling the Contact Centre. 8. The number of End User complaints received relating to Data quality is zero (0). .		
Outcome 4: Demonstrated improvement in the value of Services					
4-a	Demonstrated Reduction in costs	Demonstrated reduction in Health's costs due to reduction in the Service Provider's pricing and / or Health's overall costs (over and above any pricing improvements built into Service Agreement pricing). Measures quantified reductions in Health's costs based on improvement initiatives implemented by the Service Provider. Continuous Improvement metrics and targets will also be used to monitor and track improvements in value over time including, for example: • Total Spend / End User; and • Project Spend / Base Charges spend. Note: Impacts due to the following	The Minimum Service Level is: 1. Quantified reduction in Health's Services costs, including Service Charges.	• Improvement initiative reports / Documentation. • Financial and consumption Data used for metric tracking – to be determined during the Design Phase, based on final metrics that will be used.	Quarterly

Ref	Service Level	Description	Minimum Service Level	Data Source	Measurement Period
		changes will be considered as part of monitoring and tracking these metrics: • the introduction of a new National Cancer Screening Program / system; and • a change in business transaction profiles (e.g. more complex or resource intensive business requirement).			
4-b	Demonstrated improvement in value through progressive improvement, optimisation and innovation of the Services	Measured based on assessment of: • value to Health is Continuously Improved through ongoing analysis, review and monitoring of the Services to increase participation rates of the Screening Program and improve National Cancer Screening Program outcomes; • value to Health is Continuously Improved through initiatives that increase Health's productivity or efficiency, for example through increased automation and workflow of Self-service, use of contemporary technologies and innovation; and • the Service Provider's delivery against improvement or innovation initiatives identified as part of the Continuous Improvement process – completion of actions and	The Minimum Service Levels are: 1. Demonstrated and quantified improvements in value. 2. Service Level and Service Standard trend reports show an improvement in achievement across all Service Levels and Service Standards and the achievement of Outcomes.	Improvement initiative reports / Documentation.	Quarterly

Ref	Service Level	Description	Minimum Service Level	Data Source	Measurement Period
		demonstrated improvements that benefit Health's business, End Users and Outcomes.			
Outcome 5: Demonstrated strategic relationship based on trust					
5-a	Demonstrated Strategic Relationship	The Service Provider demonstrates that it actively engages in a strategic relationship based on trust. Measured based on qualitative assessment of defined questions / criteria (which may change over time to reflect changing Health requirements and business outcomes), for example: **Financial –** the Service Provider: • actively assists Health to address budget reduction imperatives through cost reduction initiatives; • works with Health to proactively contain and manage the cost of the Services; and • provides adequate visibility of the Services, consumption of the Services and financial transparency to enable efficient decision making and response to business requirements (e.g. policy changes, legislatives changes, requests for new solutions). **Business Change and Innovation -**	The Minimum Service Level is: Satisfaction score of 3 or more, where: • Score of 1: does not meet expectations; • Score of 2: slightly below expectations; • Score of 3: meets expectations; • Score of 4: slightly above expectations; and • Score of 5: exceeds expectations. The score calculation is not a mere average. Health will also consider the ratio of responses at particular scores. For example, if more than 55% of responses score a 3 or higher, then the score will be at least 3. If more than 75% of responses score 4 or more, then the score will be at least 4 provided that there are less than 5% of scores of 1.	Management / executive satisfaction surveys – to be conducted by Service Provider, with the results provided to the Health for inclusion in the Outcomes Scorecard. Note: Health must be involved in the development and design of the survey, including the questions and the phrasing of the questions. The survey is subject to Health's Approval.	Quarterly

Ref	Service Level	Description	Minimum Service Level	Data Source	Measurement Period
		through its knowledge of Health and expertise, the Service Provider: • actively assists Health address business changes and external challenges; • introduces new ideas, methods or solutions that are designed for Health's needs and that will improve the achievement of the Outcomes; • delivers high quality solutions and projects that assist Health to achieve portfolio outcomes; and • delivers optimisation and innovation initiatives that demonstrate step change in services or additional business value. **Strategic Behaviours** – the Service Provider: • prioritises Health portfolio outcomes and strategic discussion in its dealings with Health, and is seen as engaging as a 'strategic advisor'; • provides Service Provider Personnel with the right level of experience, capability and authority to attend meetings and deliver Services, and ensure that those Service Provider Personnel			

Ref	Service Level	Description	Minimum Service Level	Data Source	Measurement Period
		add value through their contribution; and • is responsive and flexible in its dealings with Health. **Leadership and Co-operation** – the Service Provider: • demonstrates openness, transparency, collaboration and co-operation in its dealings with Health and other providers; and • demonstrates strong leadership and facilitation capabilities, services, including by solving issues and removing roadblocks efficiently, irrespective of which party caused the issue. Quarterly management satisfaction: • assessed as part of regular forums, but may also include regularly polling of identified representatives; and • may include assessment of all criteria or a subset. Six (6) monthly Executive satisfaction survey: • the Service Provider is to conduct a six (6) monthly survey (in conjunction with monthly surveys) that may include a subset of criteria relevant to Executive level			

Ref	Service Level	Description	Minimum Service Level	Data Source	Measurement Period
		assessment.			
5-b	Knowledge of National Cancer Screening Program	Continual and up-to-date understanding of National Cancer Screening Program and of population based cancer Screening Programs, to identify and deliver Services that support Health's strategic outcomes and meet End User expectations.	The Minimum Service Level is: Demonstrating in-depth knowledge and implementing strategies to continually develop and strengthen knowledge of population health cancer screening programs and the National Cancer Screening Program of Service Provider Personnel engaged to deliver the Services.	Service Provider to demonstrate how knowledge of Service Provider Personnel engaged to deliver the Services has improved or been strengthened.	Quarterly

2 Service Standards

2.1.1 This section 2 of Schedule 5 – Service Levels and Service Standards sets out the required Service Standards that the Service Provider must meet.

2.1.2 The Service Standards:

(a) consist purely of quantitative measures;

(b) are aligned to the Services; and

(c) are measured from the perspective of the End Users.

2.1.3 All activities and costs associated with providing the Services to achieve the Service Standards are included in the Charges in Schedule 4 – Pricing.

2.1.4 The Service Standards commence from the relevant Go Live Date and the Service Standard Targets must be met from that date.

2.1.5 The Service Provider tools must record relevant information in relation to the Service Standards.

2.1.6 The Service Provider must monitor its achievement of all Service Standards through its tools and must provide to Health reports detailing exceptions to the Service Standard Target.

2.1.7 Each Service Standard definition has the structure identified in the table below.

Service Standard	
Service Item	Identifies the Service Item covered by this Service Standard.
Description	Short description of the Service, who can request it, and the activities required or output to be delivered through the Service.
Service Standard Target	The target identifies the minimum level of performance Health requires with regard to the delivery of the Service.

	Service Item	**Description**	**Service Standard Target**	**Measurement Period**
1	Set up a new End User or vary an End User.	Provide all things necessary to set up a new End User. This includes: • set up an End User account; • set up an entry for the End User in any corporate or system directory; and • provide the requisite access to the Register as per the relevant access control.	Less than two (2) Business Hours after receipt of the request or by the date and time requested (includes the provision of optional items listed). Access authorisation requests for Healthcare Professionals, processed within two (2) Business Hours after receipt of the request.	Monthly
2	Suspend or reactivate an End User's access to the Register.	Suspend or reactivate an End User's access to the Register.	Less than two (2) Business Hours after receipt of the request.	Monthly

	Service Item	Description	Service Standard Target	Measurement Period
3	Remove an End User's account or registration to the Register.	Remove an End User from accessing the Register.	Less than two (2) Business Days after receipt of the request.	Monthly
4	Reset an End User's account or registration password.	Reset an End User's password for access to the Register on request. Ensure the password is reset when the End User first logs in.	Less than fifteen (15) minutes after receipt of the request.	Monthly
5	Set up, modify or remove access to Enterprise Data Warehouse Services on request by an End User.	Notify Health to provide an End User with access to the Enterprise Data Warehouse Services.	Less than one (1) Business Day after receipt of the request.	Monthly
6	Maintain anti-Harmful Code protections for the Register.	Perform all things necessary and desirable to maintain the currency and efficacy of anti-Harmful Code protections for the Register. This includes reviewing, maintaining, providing, patching and testing Software, signature files (e.g. anti-virus Software) and Hardware (e.g. intrusion detection appliances) anti-Harmful Code protections.	Zero (0) Security Incidents in the reporting Month resulting from: • security threats that reasonably could have been prevented by proactively maintaining currency of security measures, but were not; and • Harmful Code that reasonably could have been detected and prevented but was not.	Monthly

	Service Item	Description	Service Standard Target	Measurement Period
7	Monitor and maintain the security of the Register.	Perform all things necessary and desirable to maintain the security of the Register. This includes monitoring, maintaining, patching and testing Software and Equipment, active investigation of the signs that the Register has become at risk and performing security tests (e.g. penetration testing) to provide assurance of the security of the Register.	Install critical signature files in less than two (2) hours after receipt of the request; and Install routine signature files in less than six (6) hours after receipt of the request.	Monthly
8	Incident Notification Time	Measures the time taken from notification of an Incident (either by an End User or via an automatic alert) to initiation of analysis of the Incident.	All Priority 1 and Priority 2 Incidents are to be notified to Health within 30 minutes after first identified (irrespective of the original assigned Priority Level).	Monthly
9	Incident Resolution	Measures the Incident Resolution time and percentage of Incidents (by Priority) that are resolved within the specified Incident Resolution time. Incident Resolution time is measured as the time between when an Incident is raised and when it is Resolved.	• Priority 1 – 80% within two (2) hours, 100% within one (1) Business Day. • Priority 2 - 80% within three (3) hours, 100% within two (2) Business Days. • Priority 3 – 90% within one (1) Business Day, 100% within ten (10) Business Days. • Priority 4 – 90% within five (5) Business Days, 100% within twenty (20) Business Days.	Monthly
10	Provide Post Incident Report to Health	Measures the time taken for the Service Provider to provide a Post Incident Report to Health following resolution of a Priority 1 Incident.	A draft Post Incident Report is to be provided to Health within one (1) Business Day. A final Post Incident Report is to be provided to Health within three (3) Business Days.	Monthly

	Service Item	Description	Service Standard Target	Measurement Period
11	Provide updates on an Incident to the End User(s)	Provide updates to the End User(s) who notified the Service Desk of the Incident during its resolution period. Measured as the maximum time between providing End Users(s) with updates about the status of Incidents.	Priority 1 Incident requestors updated every one (1) hour or as otherwise agreed with Health; and Priority 2 Incident requestors updated every two (2) hours or as otherwise agreed with Health.	Monthly
12	Damage to FOBT kits	Measures and reports to Health on the volume of FOBT kits, held by the Service Provider that are damaged or unusable.	Not more than 0.10% of FOBT Kits (including envelope and Participants' letters) are damaged and unable to be delivered each month.	Monthly
13	Return to Sender mail	Measures the volume of mail that is returned	Return to sender (RTS) mail target is less than two (2) percent(2)%, calculated as a percentage of mail returned against the volume of mail lodged with Australia Post per month.	Monthly
14	Mail lodgement and processing	Measures the time taken to process and lodge mail with Australia Post.	All mail must be processed and lodged with Australia Post within four (4) Business Days after the receipt of the applicable mail file. When requested by Health, mail packs must be extracted and Personal Information contained in the extracted mail packs securely destroyed.	Monthly

	Service Item	Description	Service Standard Target	Measurement Period
15	Stock Management	Describes the stock control levels required.	Requests for new templates or changes to existing templates are actioned within five (5) Business Days after a request is made by Health to the Service Provider. A minimum of three (3) weeks of supply of FOBT kits is required to be stored at the Mailhouse in a temperature controlled environment. By expiry date, FOBT kit stock is to be rotated on a first-in, first-out (FIFO by expiry date) basis.	Monthly

	Service Item	Description	Service Standard Target	Measurement Period
16	Call Centre Response to End User Contacts	Measures the time taken for the Call Centre to undertake / respond to: • call abandonment; • provide a response to an End User's Contact; • process the Contact; • resolve End User requests; and • close the End User Requests once completed.	Time to answer during Business Hours: Average response time of all calls per month is less than 40 seconds. Time to answer during non-Business Hours: Average response time: 70% within 60 seconds, 100% within 100 seconds. The call abandonment rate (calls abandoned after 50 seconds) during Business Hours must be less than 7% of the total number of calls received during Business Hours from End Users First call Resolution of the initial call to the Call Centre: 80% of calls received. Contacts and requests: • Contacts or requests Resolved within 24 hours: 80%. • Contacts or requests Resolved within 48 hours: 95% • Contacts or requests Resolved within 72 hours: 100% All Contacts to not be open for more than 20 Business Days.	Monthly

	Service Item	Description	Service Standard Target	Measurement Period
17	End User Service Requests Completed on Time	Timely completion of Service Requests available through the Call centre. Measures the percentage of standard Service Requests that are completed within Service target timeframe Note: Applies only to Service Requests that have an agreed 'Service Level' timeframe. Note: Health must be involved in the development and design of the Service Requests.	• Priority Level 1 – 80% within two (2) hours, 100% within 1 Business Day • Priority Level 2 - 80% within three (3) hours, 100% within 2 Business Days • Priority Level 3 – 90% within one (1) Business Day, 100% within 10 Business Days • Priority Level 4 – 90% within five (5) Business Days, 100% within twenty (20) Business Days	Monthly
18	Feedback, queries and complaints	Measures the time taken for feedback, queries and complaints for the National Cancer Screening Programs to be Resolved effectively and in a timely manner.	Feedback, queries and complaints for the National Cancer Screening Programs resolved on first Contact: More than 80%. Feedback and queries are to be Resolved or referred to Health (as appropriate): 80% within two (2) Business Days and 100% within five (5) Business Days. Percentage of all Contacts (requests, complaints etc.) forwarded to Health for Resolution: less than 1%. Resolution of complaints: 80% within two (2) Business Days and 100% within five (5) Business Days.	Monthly

	Service Item	Description	Service Standard Target	Measurement Period
19	Updates to the Register	Measures the time taken for updates to the Register to be applied to the Register.	Electronic updates (successful matches) to the Register are to be processed and available to End Users: 100% in less than 60 minutes. Electronic updates (mismatches) are to be processed and available to the Register: 95% within one (1) Business Day and 100% within three (3) Business Days. Manual updates, including OCR processing (requiring Operator intervention), to the Register are processed and available to End Users: 95% within one (1) Business Day and 100% within three (3) Business Days.	Monthly
20	Opt off Requests	Measures the volume and time taken to process actions or requests related to Participants Opting off the National Cancer Screening Program and the National Bowel Cancer Screening Program. The Service Provider is to abide by and give effect to a Participant's election to participate or to not participate in the National Cancer Screening Program and the National Bowel Cancer Screening Program, including whether they wish to Opt off, suspend or defer their participation.	Opt off requests under the National Cancer Screening Program: 95% of Opt off requests are processed within three (3) Business Days. Opt off requests from the National Bowel Cancer Screening Program: • by call: processed within 60 minutes; • by email contact: processed within four (4) Business Hours; and • by form: processed within three (3) Business Days.	Monthly

	Service Item	Description	Service Standard Target	Measurement Period
21	Timely, accurate and reliable Data and reporting on National Cancer Screening Programs		The Data accuracy to register, match and return clinical screening history to a pathology laboratory for a HPV test – 100% in all cases. The Data accuracy when generating a patient history for provision to a Healthcare Professional – 100% in all cases. The percentage of records in the Screening Round that have been closed within the measurement period are complete.	Monthly

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 6

IMPLEMENTATION AND TRANSITION REQUIREMENTS

Table of Contents

1. Introduction

1.1 This schedule

1.1.1 This **Schedule 6 – Implementation and Transition Requirements** sets out the Implementation and Transition Service requirements for the Register, the Register ICT Services and the Operator Services.

Part 1 - Implementation and Transition

2. Overview

2.1 Implementation and Transition Services

2.1.1 The Service Provider will be responsible for the provision of Implementation and Transition Services described in this **Schedule 6 – Implementation and Transition Requirements**, in order to meet the Outcomes. This includes:

(a) all things necessary (including the Service Provider Personnel, processes, Documentation, Software and other resources) to implement and provide the Register in order to achieve the Outcomes. This includes analysing, Designing, building, Acceptance Testing and deploying all components of the Register;

(b) all things necessary (including the Service Provider Personnel, processes, Documentation, Software and other resources) in order to implement the Services to operate a single Register that can be used to perform the prescribed Functional Requirements and operate in accordance with the prescribed Non-Functional Requirements;

(c) all things necessary to implement the Register as per the Approved Documentation for Design; and

(d) Transition of the National Bowel Cancer Screening register and the National Cervical Screening registers to the Service Provider (as performed by the Incumbent Service Provider(s)) to meet the required National Cancer Screening Program timeframes, Key Requirements and dates and Outcomes.

2.1.2 Implementation and Transition Services include but are not limited to:

(a) meeting the Outcomes for the Register specified in **Schedule 1 – Overview and Outcomes**;

(b) meeting the requirements specified in **Schedule 2 – Attachment A – Operator Service Requirements**;

(c) meeting the requirements specified in **Schedule 2 – Attachment B – Register ICT Service Requirements**;

(d) meeting the Functional Requirements specified in **Schedule 2 – Attachment C – Functional Requirements**;

(e) meeting the Non-Functional Requirements specified in **Schedule 2 – Attachment D – Non-Functional Requirements**;

(f) working with Health, in cooperation with its State and Territory based counterparts, Other Service Providers and the Incumbent Service Provider(s) to:

(i) meet the requirements for the establishment and maintenance of a Policies and Procedures Manual for the Register and Services and including the procedures described in this **Schedule 6 – Implementation and Transition Requirements**;

(ii) maintain, at a minimum, existing functionality and performance standards for all Services during Transition, and must not take over delivery of the Services until Approved by Health.

(g) developing a Solution Architecture, Solution Design, Implementation and Transition Plan and Critical Implementation and Transition Milestones;

(h) adhering to the governance arrangements and management framework requirements specified in **Schedule 3 – Management and Governance**;

(i) establishing all resources, processes, tools and templates to deliver all requirements of this Services Agreement during the Implementation Period and Transition Period in a timely, coordinated and risk managed way;

(j) providing the Implementation and Transition Services to ensure that the Implementation of and Transition to the Services is conducted in accordance with the requirements and timeframes set out in this **Schedule 6 – Implementation and Transition Requirements** and in accordance with the Accepted Implementation and Transition Plan;

(k) ensuring a seamless Transition from Health's current service arrangements to the new Services including but not limited to:

(i) State and Territory National Cervical Program Screening registers operators operating in Australia; and

(ii) National Bowel Cancer Screening Program register which is currently administered by the Department of Human Services under a formal arrangement with Health,

(l) managing all aspects of the Transition including Health, the Incumbent Service Provider(s) and Other Service Provider's Deliverables required by the Service Provider;

(m) working directly with the States and Territories Stakeholders and Other Service Providers, where directed by Health. Health is not the conduit in the working relationship between the Service Provider and the States and Territories Stakeholders and Other Service Providers; and

(n) providing the Documentary Deliverables (listed in this **Schedule 6 – Implementation and Transition Requirements** at Attachment D – Documentary Deliverables List).

2.1.3 The Service Provider must not assume that Health's Personnel or third party personnel will perform any Implementation Services or Transition Services or assist in providing any of the Implementation Services or Transition Services, unless expressly specified in this **Schedule 6 – Implementation and Transition Requirements**.

2.1.4 The Service Provider must provide the following minimum Implementation Documentation and Transition Documentation for the Implementation and Transition, which addresses the requirements specified in this **Schedule 6 – Implementation and Transition Requirements**:

(a) Implementation and Transition Plan;

(b) Implementation and Transition Deliverables;

(c) Implementation and Transition Project Schedule;

(d) Implementation and Transition Resource Plan;

(e) Implementation and Transition Risk Register;

(f) Implementation and Transition Designs; and

(g) Implementation and Transition Acceptance Test Plan.

2.2 Implementation and Transition Approach

2.2.1 The Implementation and Transition approach is to be based on:

(a) a controlled approach using defined stages aligned to an agreed methodology (including the use of Milestones). Each stage during Implementation and Transition will include Acceptance of tasks, activities, Deliverables and Services in accordance with the Acceptance Test Plan; and

(b) a detailed planning and comprehensive test and pre-Production rehearsal regime related to migrating each System to the Production Environment.

2.2.2 Implementation and Transition must be conducted in accordance with the following principles:

(a) all tasks, activities, Deliverables and Services required to be carried out to deliver the Register must be undertaken within the governance and management framework described in **Schedule 3 – Management and Governance**;

(b) collaborative relationships must be fostered and maintained between Health, in cooperation with its State and Territory based counterparts, Other Service Providers, the Incumbent Service Provider(s) and the Service Provider;

(c) all identified Stakeholders (including Health, in cooperation with its State and Territory based counterparts, Other Service Provider Stakeholders and Incumbent Service Provider(s)) must be regularly updated on the progress and the overall status of the Implementation and Transition tasks, activities, Deliverables and Services; and

(d) subject to this Services Agreement, all tasks, activities, Deliverables and Services required to be carried out to conduct Implementation and delivery of the Register ICT Services must be delivered on time, within budget and in accordance with the Quality Management Plan.

2.2.3 Not used.

2.2A Implementation and Transition Plan

2.2A.1 The Implementation and Transition Plan must describe all of the Services to be performed by the Service Provider in order to deliver Implementation and Transition Services, including:

(a) the proposed Project Management Services methodology and approach including:

(i) Project governance arrangements;

(ii) Project team organisation chart;

(iii) peer to peer relationship between resources and organisations;

(iv) the escalation path for Implementation and Transition and criteria for escalation;

(v) Project meetings proposed;

(vi) Project reporting proposed;

(vii) Project records management approach;

(viii) post Implementation and Transition reviews, activities and stages;

(ix) tools to be used to manage the Implementation and Transition; and

(x) Project processes to be used,

(b) a proposed Implementation and Transition Project Schedule that includes:

(i) a high level description of the proposed Implementation and Transition Project Schedule;

(ii) key Project dependencies associated with the Implementation and Transition;

(iii) the key Project Deliverables; and

(iv) the key Project Milestones including Critical Implementation and Transition Milestones;

(c) a detailed inventory of all Software, Documentation and Deliverables that will be provided through Implementation and Transition Services, including all external inputs (e.g. Subcontractor, Other Service Provider, and the Incumbent Service Provider(s) tasks), including identification of the party responsible for the provision and associated timeframes;

(d) change control approach;

(e) all dependencies on and activities required to be performed by Other Service Providers, the Incumbent Service Provider(s) or Health;

(f) the Solution delivery approach;

(g) the key Project risks, associated mitigation approach and responsibilities associated with the Service Provider Implementation and Transition Services documented in the risk log;

(h) all constraints and assumptions related to Implementation and Transition Services and the delivery of the Register;

(i) cutover Services to the Service Provider so that the Service Provider is able to fully meet its obligations under this Services Agreement (including meeting the Outcomes) from the Go-Live Date;

(j) minimise disruption and provide continuation of Services;

(k) complete Data migration (as required);

(l) identify and agree rollback strategy and action as required;

(m) gather operational and End User information and knowledge required to commence delivering Services;

(n) implement toolsets to allow the Service Provider to appropriately manage and measure the performance of the Services;

(o) implement IT Service Management processes;

(p) novate/assign Third Party Contracts and Software Licences to the Service Provider

(q) ensure Health's security requirements are met;

(r) Transition to the governance arrangements with Health under **Schedule 3 – Management and Governance**;

(s) establish operational level agreements with DHS and the States and Territories Stakeholders and relevant Other Service Providers as required by the Service Provider;

(t) develop operational and management processes and procedures including those required for the Policies and Procedures Manual for the delivery of the Services;

(u) relevant Documents – detailing Documents referenced in putting together the Implementation and Transition Plan and their versions;

(v) Solution summary – a summary of the Solution being implemented and an attachment containing the High Level Design;

(w) Implementation and Transition Deliverables – including a summary section and an attachment containing the Implementation and Transition Deliverables;

(x) Acceptance process for Implementation and Transition – summary of the process and an attachment containing the Acceptance Test Plan;

(y) key Milestones – summary and an attachment containing the Implementation and Transition Project Schedule as per section 2.2B;

(z) critical path drivers – the major tasks and activities that are the major drivers on the critical path and require special management attention;

(aa) resourcing – a summary of Service Provider, Health, Incumbent Service Provider(s) and Other Service Provider resource requirements and an attachment containing the Resource Plan;

(bb) Quality Management Plans and controls;

(cc) Stakeholder engagement and communication;

(dd) Risk Management methodology to be used;

(ee) bill of materials – being a summary of the materials required for Transition with reference made to the Documentation for Design as per section 2.5 and Charges in accordance with **Schedule 4 – Pricing Framework**; and

(ff) any other information or additional detail deemed important by the Service Provider to support delivery of the Implementation and Transition Services.

2.2A.2 The Implementation and Transition Plan must include the activities necessary for Health, Other Service Providers, the Incumbent Service Provider(s) and the Service Provider to undertake between the Commencement Date and the start of Phase 1A (Design).

2.2A.3 The draft Implementation and Transition Plan is attached to this **Schedule 6 – Implementation and Transition Requirements** as Attachment A.

2.2B Implementation and Transition Project Schedule

2.2B.1 The Service Provider must supply and maintain an Implementation and Transition Project Schedule, in a Microsoft Office Project format, that must at a minimum:

(a) contain all the Implementation and Transition Deliverables;

(b) follow the Implementation and Transition strategy and approach;

(c) contain detailed tasks to produce the Implementation and Transition Deliverables;

(d) link related or dependent tasks;

(e) have resources or resource types assigned to all tasks, including the Service Provider, Health, Incumbent Service Provider(s) and Other Service Provider's resources;

(f) show task duration and effort;

(g) contain any risk treatment activities from risk assessments;

(h) show dependencies on other Projects, activities or events that may impact the Implementation and Transition;

(i) clearly specify all Milestones, including Implementation and Transition Milestone Charges linked to the Implementation and Transition Deliverables that led to meeting the Milestone, and any Service Charges commencing at the Milestone; and

(j) clearly specify Go Live Dates and the Services that will be delivered from each Final Handover.

2.3 Project Delivery Phases

2.3.1 The Service Provider will maintain a Master Project Management Plan for the Register which incorporates all activities required for the delivery of the Register, including the activities of Health, in cooperation with its State and Territory based counterparts, the Service Provider and Other Service Providers. Delivery phases will be divided into stages reflecting the type of activity such as planning, Design, build, test, deploy, Transition and Ongoing Services.

2.3.2 In addition, Project Management stages and end-stage gate reviews will be utilised throughout each delivery phase as control points to assess overall progress.

2.3.3 A summary of the objectives and proposed activities of each phase includes but is not limited to the following:

PHASE 1	**IMPLEMENTATION OF THE REGISTER**		
Phase	Phase Name	Objectives	Activities
Phase 1A: Planning	Planning and preparation	Detailed Implementation Planning Services	Goal setting Scope clarification Project establishment due diligence

PHASE 1	**IMPLEMENTATION OF THE REGISTER**		
Phase	Phase Name	Objectives	Activities
Phase 1B: Design	Solution Design	A Solution Architecture setting out how the Design configuration and Implementation of the Register will meet the required Outcomes.	Document detailed requirement Co-Design with Health and Other Service Providers Document interfaces, Data and agreed models Document Data Migration Strategy Establish non-standard System requirements Deliver Solution Design Updated Implementation and Transition Plan Usability testing
Phase 1C: Build	Build and Test Register	Implement all the business process requirements for the Register based on the Solution Design	Deliver baseline Services Deliver final configuration Services (customisation and configuration) Create End User Documentation Create System management procedures Unit testing System testing Migrate Data Data migration testing Integration testing Preparation for training
Phase 1D: Testing	Final preparation and Testing	Complete final preparation assurance and training activities	Performance testing Technical System testing Security testing User Acceptance Testing (UAT) Regression testing Recovery and backup testing

PHASE 1	IMPLEMENTATION OF THE REGISTER		
Phase	Phase Name	Objectives	Activities
			Failover testing User training System management and cutover activities Migrate Data Perform going-live check
Phase 1E: Production Readiness	Go live and Warranty Period	The purpose of this phase is to move from a project- oriented, pre-Production Environment to live Production operation	Set up Production support Deploy to Production Perform product verification testing Monitor Register transactions Optimise Register performance Perform Handover to Ongoing support

PHASE 2	TRANSITION TO OPERATOR SERVICES		
Phase	Phase Name	Objectives	Activities
Phase 2A: Planning	Planning and preparation	Detailed Transition Planning for the Transition of the existing NBCSP and NCSP operations to the Service Provider	Scope clarification Due diligence (including Health, States and Territories and the Incumbent Service Provider(s))
Phase 2B: Transition	Program Transition	The Transition of the National Bowel Cancer Screening register and National Cervical Screening registers to the Service Provider (as performed by the Incumbent Service Provider(s)) to meet the required Program timeframes, Key Requirements and dates and Outcomes.	Implementation and Transition Plan Document and action Transition strategy

PHASE 3	ONGOING SERVICES (REGISTER ICT SERVICES AND OPERATOR SERVICES)		
Phase	Phase Name	Objectives	Activities

PHASE 3	ONGOING SERVICES (REGISTER ICT SERVICES AND OPERATOR SERVICES)		
Phase	Phase Name	Objectives	Activities
Phase 3A: Planning Services	Planning and preparation	Detailed Ongoing Services planning for the existing National Bowel Cancer Screening Program and National Cervical Screening Program operations to the Service Provider	Scope clarification Due diligence (including Health and Other Service Providers)
Phase 3B: Ongoing Register ICT Services	Register ICT Services	The operational and support services required to deliver the Ongoing services for the Register, in order to meet specific Outcomes on a fully managed services basis.	The Ongoing provision of Register ICT Services including Equipment, Software, storage, network services, Data Centre facilities, Service Provider Personnel, Level I Service Desk, IT Service Management, IT Application Lifecycle Management and all associated professional, engineering and support services in order to achieve the Outcomes
Phase 3C: Operator Services	Operator Services	The operational and support services required to deliver the current Commonwealth, State and Territory based National Cancer Screening Programs, in order to meet specific Outcomes on a fully managed services basis.	End-to-end delivery, management and coordination of the Operator Services including: Call Centre Services, Manual Processing Services, training, Web Content Management Services, Mailhouse Management Services, Reporting Services, Participant Recruitment Services, Program Participation Management Services, Screening Management Services, Screening Assessment Management Services, Screening Diagnosis Management Services, Outcome Management Services, Ongoing Review and Assessment Services, Continuous Improvement

2.3.4 The detail of the above tasks and detailed delivery dates for the above artefacts will be documented in the Implementation and Transition Plan.

2.4 Implementation and Transition Milestones

2.4.1 The Milestones for Implementation and Transition are listed in **Table 1 – Milestones for Implementation and Transition**. Each of these Milestones will be subject to the Acceptance or Approval process in accordance with this Services Agreement and is associated with a Milestone Charge.

No	Phase	Implementation and Transition Milestone	High level Acceptance Criteria	Indicative Milestone Date*
1.	Signing	Execution of binding Services Agreement		May 2016

No	Phase	Implementation and Transition Milestone	High level Acceptance Criteria	Indicative Milestone Date*
2.	Planning and Preparation	Acceptance of Due Diligence Report	Delivery of the Due Diligence Report is subject to Health Approving that the Due Diligence Report identifies and justifies the impact of any material gaps between the data provided during the RFT process and any additional information and understanding relevant to the Register.	June 2016
3.	Solution Design	Acceptance of Solution Architecture (including Detailed Design)	Delivery of the Solution Design is subject to Health Accepting that the Solution Design will meet the Solution requirements.	June 2016
4.	Initial Stakeholder program	Accepted completion of initial Stakeholder program	Roadshows completed, workshops completed, and gap analysis for eight (8) States and Territories. Delivery of Implementation and Transition Plan for States and Territories and report of sessions with States and Territories completed.	August 2016
5.	Contact Centre and Mailhouse	Accepted Contact Centre and Mailhouse set up	Facility procured and set up. Standard Operating Procedures (SOPS) and framework established.	November 2016
6.	Go Live - bowel	Accepted Go Live - bowel Completion of User Acceptance Testing - bowel Completion of production readiness for the Bowel Program	Includes: User Acceptance Testing report completed and Accepted by Health. Register implemented in the Production Environment and ready for Production operations and support (including all operational Call Centre support procedures, Service Desk, service management and monitoring capability).	March 2017
7.	Go Live - cervical	Accepted Go Live -	Includes:	May 2017

No	Phase	Implementation and Transition Milestone	High level Acceptance Criteria	Indicative Milestone Date*
		cervical Successful completion of User Acceptance Testing - cervical Production readiness - cervical	User Acceptance Testing report completed and Accepted by Health. Register implemented in the Production Environment and ready for Production operations and support (including all operational Call Centre support procedures, Service Desk, service management and monitoring capability).	
8.		Go Live cervical**		June 2017 To be invoiced 30 days after Accepted Go Live.

Table 1 – Milestones for Implementation and Transition

*Dependencies:

(a) The New Law is enacted to support the Service Provider's ability to deliver the Register.
(b) Any Go Live Date is dependent on an elapsed time of four (4) Months for bowel Go Live and six (6) Months for cervical Go Live after the New Law is passed.
(c) De-identified Data to be made available four (4) weeks prior to commencement of User Acceptance Testing.
(d) Health Supplied Items.
(e) Health Approvals received within a maximum of 20 Business Days.
(f) **Success of Milestone 8 is that the Register is operating, the Call Centre is operating and the Mailhouse is operating in accordance with this Services Agreement.

2.4.2 Acceptance of each Milestone is subject to the following Acceptance requirements for all Deliverables associated with the Milestone in **Table 1 – Milestones for Implementation and Transition**:

(a) all Deliverables have been provided and are complete;

(b) all Deliverables meet the high level set of Acceptance Criteria (to be developed); and

(c) all Deliverables achieve the objectives set out in the relevant section of this **Schedule 6 – Transition and Implementation Requirements**.

2.4.3 Acceptance by Health of all Implementation and Transition activities, stages/phases and Deliverables will be conducted in accordance with the Acceptance requirements in this Services Agreement.

2.4.4 Acceptance by Health of all Implementation and Transition Deliverables will signify the completion of Implementation and Transition.

2.4.5 The Service Provider must ensure the Implementation and Transition Plan is maintained during Implementation and Transition.

2.4.6 On Approval of the Implementation and Transition Plan by Health, the Service Provider must deliver the Implementation and Transition Services in accordance with the Implementation and Transition Plan.

2.5 Designs

2.5.1 The Service Provider must establish, agree and document the approach to capturing detailed Design (co-Design) with Health and Other Service Providers.

2.5.2 The Service Provider must provide Documentation for Design that details its Solution for the Services.

2.5.3 Health will conduct architectural assurance on Documentation for High Level Design for each Service, and will then require the Service Provider to certify that their detailed Designs remain compliant with the High Level Design, or seek a waiver.

2.5.4 The High Level Design and detailed Design must contain a bill of materials for the Solution that is referenced in the Implementation and Transition Plan.

2.6 Acceptance Test Plan

2.6.1 The Service Provider must supply an Acceptance Test Plan that covers the Implementation and Transition Deliverables and the Services. It must contain at a minimum the:

(a) Acceptance Test methodology;

(b) phased approach being followed from unit testing to Acceptance Testing;

(c) scope of Acceptance Testing;

(d) Acceptance methods;

(e) Acceptance Test environment requirements;

(f) Acceptance Testing schedule; and

(g) resources required for Acceptance Testing (including the Service Provider, Health, Incumbent Service Provider(s) and Other Service Providers' resources).

2.7 Reporting

2.7.1 The Service Provider must provide Health with weekly, and as otherwise requested by Health, Implementation and Transition progress reports that describe in detail the current status of all aspects of the Implementation and Transition Services in a format agreed by Health. The Implementation and Transition progress reports must at a minimum include:

(a) the progress of the Implementation and Transition Services being performed in comparison to the Approved Implementation and Transition Plan including the Implementation and Transition Project Schedule;

(b) an outlook of the Implementation and Transition activities to be performed in the coming reporting period;

(c) any issues and risks in relation to the Implementation and Transition;

(d) the impact of such issues and risks (if realised) on the Implementation and Transition of the Services (including Milestones and Final Handover Dates for Implementation and Transition as detailed in the Implementation and Transition Plan); and

(e) all actions being taken to remedy any such issues and mitigate any risks.

2.7.2 The progress report must be submitted to Health's Implementation and Transition Manager at least 24 hours prior to the weekly meetings referred to in section 3.

2.8 Documentation

2.8.1 All Implementation and Transition Documentation will be held centrally within Health's environment and accessible by the Service Provider and Health including States and Territories Stakeholder personnel.

3. Project Management Services

3.1.1 The Service Provider must:

(a) Project Manage all aspects of the Services. This includes all changes, scheduling, budget, and resource management required to deliver the Services for Implementation and Transition, including the management of multiple inter-dependent activities;

(b) develop and maintain a detailed WBS outlining core streams of work, proposed Milestones, sub-activities at a level of detail showing an accurate and time-based allocation of resources, monitoring processes and strategies for managing dependencies. The Service Provider must ensure that the schedule allows sufficient time for review and Acceptance or Approval by Health of all Deliverables;

(c) track, monitor and report Milestones, Deliverables and interdependencies;

(d) provide pro-active risk and issue management including escalation of risks, aligned to the Risk Management Plan;

(e) co-ordinate and prioritise resources across Implementation and Transition Services to ensure that the desired Outcomes are achieved;

(f) develop and implement an approach to quality control, to verify and validate the Register Solution; and

(g) ensure effective management of all activities, Stakeholders and suppliers that are relevant to the Implementation of the Register ICT Service.

3.1.2 The Service Provider's Implementation and Transition Manager is the Program Manager and must organise at a minimum weekly (or as otherwise agreed with Health) progress meetings, including undertaking the following:

(a) coordinating meeting attendees;

(b) developing meeting agendas;

(c) documenting and following up on the actions; and

(d) recording and distributing the meeting minutes within two (2) Business Days of the meeting.

3.1.3 Progress meetings must include, at a minimum, Health's Implementation and Transition Manager representing the Incumbent Service Provider(s) and Other Service Providers.

3.1.4 It may be necessary to increase the frequency of the progress meetings during the Implementation phase or Transition phase of the Implementation and Transition Plan.

3.1.5 Each Party will bear its own costs for attending meetings under this section 3.

3.2 Project Governance

3.2.1 Project Management will be governed in accordance with the governance arrangements in **Schedule 3 – Management and Governance**.

4. Resource Management

4.1 Service Provider Resources

4.1.1 The Service Provider must provide and maintain an Implementation and Transition Resource Plan for the delivery of the Services. A draft of the Implementation and Transition Resource Plan is attached in this **Schedule 6 – Transition and Implementation Requirements** at Attachment C – Draft Implementation and Transition Resource Plan. The final Implementation and Transition Resource Plan must identify:

(a) the Service Provider's resource requirements and commitments, including:

(i) the number of Service Provider Personnel (including separately identifying the Key Personnel and core Personnel);

(ii) the experience and skill sets (including expectations of onsite versus offsite) of the Service Provider Personnel (including separately identifying the Key Personnel and core Personnel); and

(iii) the proposed commitment for the Service Provider Personnel, including key roles and responsibilities, and in the case of core Personnel, the Availability Commitment Period;

(b) all resource requirements for Health Personnel (including its State and Territory based counterparts) proposed to assist the Service Provider (including number, timing, role, required experience and skill sets), including during quality management activities;

(c) all resource requirements for Other Service Providers and the Incumbent Service Provider(s) (including number, timing, role, required experience and skill sets) proposed to assist the Service Provider;

(d) strategies for maintaining resources; and

(e) any third party subject matter experts (including number, timing, role, required experience and skill sets) proposed to assist the Service Provider.

4.1.2 The Implementation and Transition Resource Plan must correlate to the Implementation and Transition Plan.

4.1.3 The updated Resource Plan will form part of the Deliverables.

4.1.4 The Service Provider must ensure the Resource Plan is maintained during the Implementation and Transition.

4.1.5 The Service Provider must manage its resources in accordance with its resource management obligations in **Schedule 3 – Management and Governance**.

4.2 Access to Health's Resources

4.2.1 Health has, and will as necessary, appoint resources to manage and facilitate delivery of the Project on its behalf.

4.2.2 In addition to the National Cancer Screening Program resources, Health has a set of working groups comprising subject matter experts, which provide an important and necessary conduit for Stakeholder representatives to:

(a) provide input, review and assurance of key National Cancer Screening Program Deliverables including the development of National Cancer Screening Program business requirements that support the Register and, where appropriate, National Cancer Screening Program objectives and Outcomes; and

(b) where appropriate, make recommendations to Health's National Cancer Screening Program manager and work package project managers.

4.2.3 Health Personnel and personnel of third parties (including Other Service Providers) may be embedded within the Implementation team during the deployment stage of the National Cancer Screening Program. Accountability and lines of communication and reporting within the Implementation team will be agnostic to the organisation employing the individual embedded in the Implementation team.

4.2.4 The Service Provider must perform all tasks and activities relating to the delivery of Implementation Services and will have total responsibility for delivery of the Register, notwithstanding activities undertaken by, or the role of, Health's Personnel (or personnel of a third party). Subject to this Services Agreement, work performed by Health Personnel or third party personnel will in no way diminish the obligations and responsibilities that the Service Provider has to deliver the Register.

5. Risk Management

5.1 Risk Management Plan

5.1.1 The Service Provider must apply appropriate Risk Management practices to its provision of the Services and delivery of the Register in compliance with industry and best practice standards including ISO 31000.

5.1.2 The Service Provider is responsible for the development and maintenance of a plan specifying the risk methodology to be utilised in delivering the Services (Risk Management Plan). The Risk Management Plan must specify:

(a) the Service Provider's framework for Risk Management which is expected to comply with industry standards including processes for identifying the risk, who is responsible for the risk, its likelihood, consequence, impact and proposed mitigations;

(b) Services risks for Implementation and Transition and specific proposed risk mitigation strategies identified, assessed and prioritised by the Service Provider; and

(c) the methodology by which the Service Provider will manage these risks and the specific risk mitigation strategies to be utilised for each risk.

5.1.3 The Service Provider must list all assumptions made in the development of the Risk Management Plan.

5.1.4 The Service Provider must work with Health to update the Risk Management Plan and identify and assess risks in the risk log throughout Implementation and Transition.

5.1.5 The updated Risk Management Plan will form part of the Deliverables.

5.1.6 After Health's Approval of the Risk Management Plan, the Service Provider must deliver the Services and manage risks in accordance with the Risk Management Plan unless agreed in writing by both Parties.

5.2 Risk Management Workshops

5.2.1 Health will run regular Risk Management workshops to review the risks and mitigation strategies for all risks identified for the Services.

5.2.2 The Service Provider must attend, on reasonable notice, and contribute to the Risk Management workshops including preparation as required by Health.

5.2.3 Following the Risk Management workshops, the Service Provider must update the Risk Management Plan to reflect identified changes to risks and mitigation strategies if these changes are required and seek Health's Approval of the revised Risk Management Plan.

5.3 Risk Register

5.3.1 The Service Provider must:

(a) adhere to the methodology described in the Implementation and Transition Plan;

(b) supply and maintain a risk register that contains identified risks, risk treatments being applied to reduce the risk profile, and the status of the treatments;

(c) schedule and conduct regular risk workshops with a variety of Stakeholders over the Implementation Period and Transition Period; and

(d) include risk treatment tasks in the Implementation and Transition Project Schedule.

6. Quality Management

6.1 Quality Management Procedures

6.1.1 The Service Provider must apply appropriate quality management practices to its provision of the Services and delivery of the Register in compliance with industry and best practice standards including ISO 9001. For the avoidance of doubt, the Parties acknowledge that ISO 9001 accreditation will be obtained after the commencement of the operation of the Register and not during Implementation or Transition.

6.1.2 The Service Provider must ensure that all tasks, activities and Deliverables undertaken by the Service Provider meet quality levels and targets as stipulated in the Quality Management Plan.

6.1.3 All Deliverables and activities undertaken by the Service Provider will be subject to review and Acceptance by Health including to determine compliance with the Quality Management Plan.

6.1.4 In assessing the quality of Deliverables and activities undertaken by the Service Provider, Health will consider the following matters:

(a) compliance with all requirements identified in this Services Agreement;

(b) clear and demonstrated links between the Deliverable and the requirements identified in this Services Agreement;

(c) the Deliverable is fit for purpose;

(d) the Deliverable meets any relevant industry, or Health's standards (or which can reasonably be assumed to be common or best practice);

(e) the Deliverable is accurate, relevant, useable and well presented;

(f) the Deliverable has passed the Service Provider's internal quality control criteria;

(g) where it has been requested by Health, independent assurance over the Deliverable; and

(h) the Deliverable is consistent with previously delivered Outcomes.

6.2 Quality Management Plan

6.2.1 The Service Provider must develop and maintain a Quality Management Plan for the delivery of the Services.

6.2.2 The Quality Management Plan must at a minimum include the following:

(a) the Service Provider's approach to quality management and control including a description of the proposed quality management procedures used to verify and validate the Register against the Functional Requirements and Non-Functional Requirements and provide Design assurance including but not limited to:

(i) quality objectives;

(ii) quality checkpoints;

(iii) roles and responsibilities;

(iv) methodology and standards;

(v) quality controls and processes for all Deliverables, including:

A. preventative, detective and corrective controls; and

B. classes of Deliverables to be quality assured;

(vi) quality assurance Milestones; and

(vii) evidence of certification and compliance with quality management industry standards.

6.2.3 The Service Provider must work with Health and incorporate Health's input and feedback into the Quality Management Plan during the Implementation and Transition.

6.2.4 The updated Quality Management Plan will form part of the Deliverables.

6.2.5 After Health's Approval of the Quality Management Plan, the Service Provider must deliver the Register ICT Services in accordance with the Quality Management Plan.

6.2.6 Health's Approval of key Deliverables will occur in accordance with the process set out in this Services Agreement.

6.3 Quality Assurance Review

6.3.1 Health views quality assurance as an important and necessary process to ensure accuracy in:

(a) the Data and information used to inform clinical decision making derived from and published by the Register; and

(b) the business processes supported by the Register.

6.3.2 To ensure the successful deployment of the Register including the accurate reflection of the business rules within the Register, quality assurance will be undertaken at key points during Implementation and Transition to identify issues and advise recommendations for Implementation and Transition, subject to Approval by Health.

6.3.3 Health may also appoint a suitably qualified independent organisation to undertake additional quality assurance activities.

6.3.4 The Service Provider must comply with any direction provided by Health to cooperate with Health or any third party to allow the quality assurance to be effectively undertaken, provided that the provisions applicable to an audit under clause 58 of this Services Agreement apply to the quality assurance activities**.**

7. Stakeholder Management Support

7.1 Support Services

7.1.1 Health retains responsibility for business change management and Stakeholder engagement in relation to transformational and business change activities associated with Implementation and Transition of the Register.

7.1.2 The Service Provider must identify business change management issues that will need to be managed by Health and States and Territories Stakeholders as part of implementing the Register, and provide recommendations on strategies to address those issues.

7.1.3 The Service Provider must work with and support Health and States and Territories Stakeholders and Other Service Providers in all Stakeholder engagement activities that are required to implement the Register.

7.2 Stakeholder Management Plan

7.2.1 The Service Provider must develop and maintain a Stakeholder Management Plan for the delivery of the Services. A draft of this Stakeholder Management Plan is attached in this **Schedule 6 – Transition and Implementation Requirements** at Attachment B - Draft Stakeholder Management Plan.

7.2.2 The Stakeholder Management Plan must at a minimum include the Service Provider's approach to Stakeholder identification, engagement and management including a description of the proposed Stakeholder Management processes used to ensure active Stakeholder engagement.

7.2.3 The Service Provider must work with Health to incorporate Health’s input and feedback into the Stakeholder Management Plan during the Design Phase.

7.2.4 After Health’s Approval of the Stakeholder Management Plan, the Service Provider must manage Stakeholders in accordance with the Stakeholder Management Plan.

8. Education and Training

8.1 Education and Training Plan

8.1.1 The Service Provider must develop, maintain and manage a detailed Education and Training Plan for the End Users, Other Service Providers and Service Provider Personnel to enable them to effectively use the Register and the business process that they support.

8.1.2 The Service Provider must work with Health to incorporate Health's input and feedback into the Education and Training Plan during the Design Phase for Implementation and Transition.

8.1.3 The updated Education and Training Plan will form part of the Deliverables.

8.1.4 After Health's Approval of the Education and Training Plan, the Service Provider must deliver the Services in accordance with the Education and Training Plan.

8.1.5 The Education and Training Plan must at a minimum:

(a) provide options for training End Users (including administrators, super users, regular users, casual users and other user types) and IT staff;

(b) propose the approach to End User training, including tiered delivery, super-user, train-the-trainer or online options;

(c) describe the content delivery method(s) – development of online and/or classroom based training curricular and material;

(d) nominate or identify the training provider (including any and all third parties);

(e) define key timeframes by which training must be completed;

(f) describe expected duration of individual training modules or courses;

(g) define the minimum as well as optimum number of training candidates;

(h) describe any necessary prerequisites in skills and knowledge;

(i) propose training content that addresses all Software as well any other Register components identified by Health and States and Territories Stakeholders;

(j) propose business process training content that addresses all business processes delivered by the Register; and

(k) be in Australian English.

8.2 Education and Training Services

8.2.1 The Service Provider must, on request from Health, deliver the training as described in the Approved Education and Training Plan to the personnel as specified by Health.

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 6

ATTACHMENT A

DRAFT IMPLEMENTATION AND TRANSITION PLAN

Telstra's Response to Department of Health

Part 3
Response Form
Attachment C - Implementation and Transition
Draft Implementation & Transition Plans

27 April 2016

Telstra Corporation Limited
ABN 33 051 775 556

IT'S HOW WE CONNECT

1 IMPLEMENTATION DOCUMENTATION

1.1 IMPLEMENTATION PLAN OVERVIEW

1.1.1 Implementation Approach

Telstra Health recognises that the Implementation of a National Cancer Screening Register Service, acceptance of and adoption of that service by the Jurisdictions, will require an approach that not only delivers a robust, secure and easy to use technical solution, but also provides both National and Jurisdictional participants an easier, more economical, interactive and informative platform from which the benefits of these preventative or early interventionist Screening programs can derive and be managed.

In order to best ensure maximum participation in the initiative and provide the most appropriate solution within the time constraints imposed for this program of work, Telstra Health has devised an approach that divides the focus between the human, legal, legislative and program administration based outcomes and the purely technical register platform that allows for the delivery of the Registry Service.

Focus on the human interface, processes, procedures, legal, legislative and administrative (KPI, Dashboard, analytic and decision support) capabilities required to deliver maximum participation rates, timely, reliable, quality data and monitoring, a collaborative approach, initially with Health, will be adopted during the first days of the engagement. The outcomes of this interaction can then inform the configuration of the register and the development of appropriate Operating Procedures, meaningful monitoring and provide information for proactive Management of the Screening Programs. The technical infrastructure, connectivity and register capabilities can be established in parallel and be ready to be configured when the Jurisdictions, Health and other Participant Stakeholders adopt and agree on the Operational Parameters facilitated by the implementation of the Communication Plan and the outcomes of the directed workshops.

The communication plan will concentrate on a programs to:

1. **Inform the Jurisdictions and Stakeholders**, in series of Jurisdiction based 'road shows' about the program of work, the benefits and the incentives from Health for participation. During these 'road shows', demonstration of key benefits of the NCSR capabilities will be demonstrated 'live' where the scenarios are understood and by screen shots where concepts are still to be finalised. The aim of these 'road shows' will be to firstly encourage Jurisdictions to be early adopters, secondly to engage with providers and stakeholders to demonstrate the benefits and finally to attempt to recruit a cross sectional cohort of testers for User Experience, Standard Reporting and evaluation of Process and Procedures for providers to ensure maximum adoption of the newer interactive compliance reporting.
2. **Establish Working Parties, their governance and meeting frequency,** to begin once the June 1st date for election to participate has passed. These working parties from Health, Jurisdictions, other appropriate stakeholder and NCSR will provide guidance, direction and potentially in some cases, approval for the delivery of NCSR functionality. These are decision making groups and will be required to provide availability and seniority to allow the configuration of the Register and development and ratification of the operational procedures and measure for the registry during the Build phase of the program
3. **Inform, Facilitate and Engage the Technical Data SME within the Jurisdictions** to ensure that at the earliest point in adoption of participation in the NCSR program, the requirements for the provision of their existing Cervical Registry processes and procedures and the Technical Structure, Interfaces and sample data (de-identified where local jurisdictional legislation needs to be passed to allow the information to be shared in the National Cancer Screening Register) to allow the creation of the data cleansing and de-duplicating algorithms (where local legislation allows for the non de-identified data to be provided under secure conditions) for each jurisdiction can be established and tested pending National Legislation and where necessary, local legislation. This will ensure that once the National Legislation for the NCSR is passed, that full data migration can be completed as quickly as possible.

4. **Divide and Document Communication into the component for the Implementation Plan and that for the Transition Plan.** Communication for the Implementation Plan will concentrate on informing all stakeholders, the progress of the implementation to the level appropriate for their Role (Management Committees, Governance Bodies, Jurisdictional Communications, Provider and Stakeholder Groups and the broader public should that be required). The Transition Communication Plan aims to ensure maximum adoption by all involved, from the Registry itself through to the Health, Jurisdictional, Provider and Participant Portals, in all of the capabilities provide by the Register and the Registry Services.

   The Transition component of the delivery of the NCSR will achieve this by providing both communication regarding the implementation and also training at the 'face to face', webex, webinar and online help level (whichever is decided to be most appropriate for each type of user of the Register). The Transition Plan covers this in more detail.

For the Implementation Plan the communication and collaborative group meetings are focused on delivery of the Registry Service, whilst the Transition Plan concentrates on the awareness and competence to use the new facilities and their adoption in business as usual for all stakeholder groups.

1.1.2 Implementation Framework

Telstra Health utilises a robust Framework to the delivery of Project Management and Systems Integration services to ensure that all deliverables are completed to the satisfaction of Health while meeting contractual requirements. The project planning and schedule will be developed in conjunction with Health, taking into account the requirements and dependencies of all stakeholders, key projects and activities. The Project Engagement Framework spans the whole project life cycle; from project scoping and definition to delivery and operations and will involve the development of a Program Management Office to support the engagement.

The 'Solution Definition, 'Design & Build', and 'Solution Implementation' lifecycle phases of an ICT project are managed and mapped across the Program and Project Management capability (Figure 1 below).

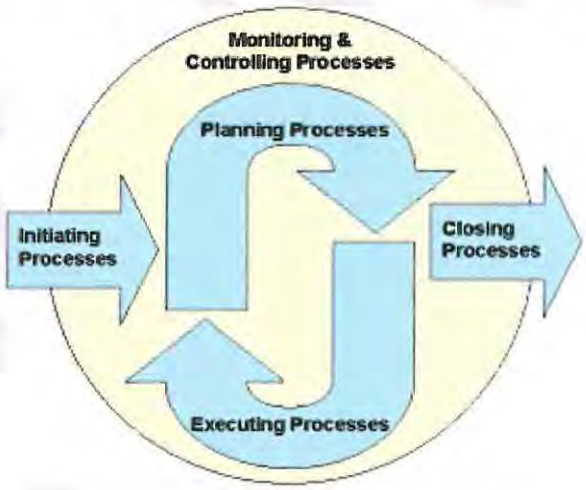


Figure 1: Project Engagement Framework

- ***Initiation:*** ensuring that the scope, stakeholders, deliverables, exclusions and resources are clearly defined. This includes identifying potential risks, security impacts and service readiness requirements. In the initiation phase, Telstra will develop a Communication Plan with Health and commence interviews with individual key stakeholders of different agencies and create focus groups;
- ***Planning:*** maintaining appropriate levels of knowledge of the customer's industry and unique business needs to provide support and recommendation for projects. Following on from the initiation communications and engagement, the team will conduct readiness assessment for deployment of the final solution. The Program Manager prepares proposals and plans for projects as requested by Health in collaboration with Health;
- ***Execution***: ensuring the completion of the work defined in the Initiation and Planning phases by monitoring and analysing the project's progress and managing the activities to help ensure their

performance to the agreed scope, schedule and budget, including managing internal resources and third-party suppliers. Any deviations from the plan are recorded and approved.

- ***Closure:*** ensuring projects are handed over to the customer for normal operations and evaluating the results in terms of project execution, its successes and challenges.
- ***Monitor and controlling processes:*** focuses on ensuring there are effective tracking, reporting and controlling (Change, Defect, Issue & Risk Management) processes to ensure the project remains viable and capable of delivering the business objectives.
- For assumptions and dependencies, please refer to 'Part 2 Schedule 2 – Draft Migration Plan'.

During the whole of the Project Engagement Framework, collaboration, consultation and confirmation will continue and be refined according to the Communication plan devised initially to engage the Stakeholders in participating in the Program of work and then bifurcating to the work required for communication and collaboration to continue to Implement the Registry and also to Transition the participants to the NCSR and then providing the transition from the Current State Cervical Program to the Renewal Program introduced late May 2017.

1.2 Implementation Scope

This high level Implementation Plan details implementation of the Register Services for the NBCSR. The Implementation of Cervical Cancer Registries includes Register and Register ICT Services for participating states and territories only. It is assumed below that in the initial phase there will be 8 Cervical Registers migrated. If there are additional registers to be implemented in the initial phase they will follow the same plan.

The table below provides a high level overview of the Implementation Scope.

Table1: High Level Overview of Implementation Scope

Service Domains	Scope
Stakeholders	▪ Implement stakeholder engagement
Workforce	▪ Appoint Key Personnel and Recruit other staff
Register	▪ Detailed implementation and planning services ▪ Solution architecture ▪ Implement all business process requirements for the Register based on the Solution Design ▪ Data Migration ▪ Complete final preparation, assurance and training activities ▪ Build and Test Register ▪ Final Preparation and Testing ▪ Go Live
Operator Services	▪ Set up PMO ▪ Document & finalise business requirements ▪ Conduct due diligence

1.3 Implementation Plans

1.3.1 Anticipated Implementation Plans

Telstra Health project managers will develop Implementation Plans defining what is to be implemented, how and within which timeframe. These Implementation Plans are subsets of this high level overall Implementation Plan, but include a higher level of detail and will be further developed in collaboration with the Service Delivery Partners and the applicable Health Representatives.

1.3.2 Key Milestones for Implementation

High level Milestones for Implementation and their target timelines are noted in Table 2 below. These timelines are current estimates only for further discussion with Health, and are subject to the Health and Other Services Provider dependencies noted in the Project Schedule.

1.4 Service Package timelines and program dependencies

Target Service Package timelines with key activities and associated program dependencies are noted below.

1.4.1 High Level Overall Implementation Plan and Health dependencies

The following Health dependencies for the Program have been identified for this High level Implementation Plan:

- Governance Structure and arrangements for Implementation are in place prior to 01/09/2016.
- Due Diligence by Health is finalised before Project Approval and Funding during the Initiation Phase scheduled for 04/04/2016.
- Subject matter experts including incumbent service provider representatives are available in a timely manner.
  -

1.4.2 Timelines for Health's responsibilities

The Detailed Project Plan lists the target timelines and Health's responsibilities (as the business owner). The listed Health responsibilities will be reviewed during the implementation plan at project commencement and will potentially become dependencies on the critical path for project completion. Timelines and Health's dependencies will be finalised during the planning phase, in collaboration with the applicable Health representatives. Whilst some timelines may change based on other factors (such as States opting in or out, or political/ environmental factors), Telstra Health will work with Health to accelerate the proposed timelines to implementation of the Register, where possible.

1.5 Program Organisation Structure

1.5.1 Program Principles

The following principles will be used to guide the Implementation Program, and will be generally applicable to the Service Package projects.

- A successful Implementation is critical to the effective transition to operator services and ongoing Service Operation.
- Although the High Level Overall Implementation Plan is a Telstra Health deliverable, it will be developed collaboratively with Health and participating State and Territories, and encompasses

Telstra Health and Health's activities, deliverables and interdependencies required to affect Implementation.

- Although the project management of the Implementation Phase and the successful transition to operator services and ongoing services is overall Telstra Health's responsibility to deliver, all will be enacted in collaboration with Health and its PMO and others who have specific accountabilities as described in the High Level Overall Implementation Plan.
- Collaboration, transparency, engagement, and proactive communications on the part of all participants are critical to the successful completion of the Implementation.
- A structured project management methodology will be employed and will form the basis of project controls and governance support.

1.5.2 Project Management Office

Telstra Health will establish a Program Management Office (PMO) to act as the central point of communication for all NCRS program activities. The Program Management Office will be responsible for tracking and reporting the program results, deliverables, schedules, and dependencies. This includes:

- Program support, tools and processes to all program members;
- Provide support to project managers/leads for consolidation and reconciliation of project deliverables, overall program issues/decisions/risks/plans and assumptions;
- Escalation management – support the escalation process for issues raised during the course of the program;
- Document and knowledge management – a single PMO SharePoint site will be developed to contain all program documentation; and
- Manage communication – clear and consistent reporting and communication to program stakeholders.

1.5.3 Project Structure

The Implementation Program is structured around the following Telstra Health roles.

- The Executive Sponsor is responsible for large scale programme delivery.
- The Operational Service Delivery Executive is the primary relationship manger with Health and issue escalation management.
- The Implementation Program Manager is responsible for managing the Implementation Program.
- The Project Management Office is responsible for defining and managing the Implementation Program-related management processes, procedures, templates, etc and for providing support to team members by handling administrative and control functions centrally.

The Implementation Program supports all Service Package implementation projects.

The Service Package project managers are responsible for effective planning, execution, tracking and delivery of their Service Package Implementation project, in line with the corresponding High Level Overall Implementation Plan.

The Service Package project managers are supported directly by the Implementation Program manager and by the PMO.

1.6 Program roles and responsibilities

1.6.1 Implementation roles and responsibilities

Telstra Health will take responsibility and accountability for the implementation and perform all required activities necessary to complete the implementation of the register, in accordance with the terms of the Agreement and the Overall High Level Implementation Plan.

Health, other service providers and participating States and Territories will work collaboratively with Telstra Health to achieve all Milestones set out in the Implementation Plans.

The following participants and their Roles and Responsibilities are suggested and will be confirmed during Implementation Planning.

Table 5: Telstra Health Participants

Title	Role	Responsibilities
Senior Executive Sponsor	Provide guidance, direction, advice and decision making. Ultimately responsible for overall program delivery	▪ Work in collaboration with all stakeholders to - To resolve major issues as they arise - To make decisions - To provide overall direction to the project team ▪ Communicate the status and content of the Implementation Program to Health and its partners ensuring buy in and commitment ▪ Direct the Implementation Program to ensure implementation meets overall business objectives ▪ Serve as the decision making body to ensure all decisions made respect the objects and scope of the contract. ▪ Define, direct and oversee the implementation planning process and the production of its planned final deliverables ▪ Oversee the production of Executive Level Report ▪ Oversee all financial and contractual matters, seeking amendments as necessary ▪ Participate in all committees as required in the proposed governance structure ▪ Act as the escalation point for issues that cannot be resolved at the Implementation Program level.
Operational Service Delivery Executive	Primary relationship manager with Health. Oversees the delivery Register and ICT services.	▪ Report to the Senior Executive Sponsor ▪ Supports the Implementation Program Manager
Implementation Program Manager	Manage and coordinate internal Telstra Health resources, processes and deliverables for Implementation Planning, Execution and Control phases. Manage the PMO	▪ Report to the Senior Executive Sponsor ▪ Support the Service package project managers in the - Delivery of Implementation Deliverables and key Milestones - Resolution of issues and escalations not resolved at Service package level - Establishment of Resource Plan, budget and tools ▪ Support the PMO ▪ Liaise with Health and Health's PMO on

Title	Role	Responsibilities
		coordination of Implementation issue resolution ▪ Ensure process adherence and quality as well as timely escalation of issues, requests for direction etc ▪ Participate in all governance committees as required in the proposed governance structure ▪ Manage dependencies between project implementation teams
Project Manager (PMO)	Manage and coordinate implementation processes, deliverables and reporting	▪ Single point of accountability for project management ▪ Management of master schedule ▪ Consistent tools, processes ▪ Manage communications between the teams and stakeholders ▪ Project status reporting
Technical Lead	Act as technical subject matter expert during the implementation projects	▪ Provide technical support to the implementation ▪ Provide the project team with technical expertise ▪ Provide technical troubleshooting for completion of implementation projects ▪ Participate in the Joint Technical Forum as required

1.6.2 Other Participants

The following participants and their roles and responsibilities are suggested and will be confirmed during implementation planning.

Table 6: Other Participants

Title	Role	Responsibilities
NCSR Operational Service Delivery Manager	Operational oversight of entire program	Responsible for all operations management
NCSR Program Manager	Expertise and understanding of population based screening.	Responsible for all Register services associated with the delivery of the NCSP. Responsible for end-to-end user interactions for the Program.
Service Package Leads	Content and service package oversight	Detailed oversight of each work package Ensure appropriate program expertise is available when required

1.6.3 Change Management

Project Change Management will be applied to the NCSR Program to ensure the integrity of the Project scope, duration and quality. The Change Management Process that is associated with the NCSR Program will be undertaken as described in the steps outlined below, and the details of the Change Management process will be set out in the Policies and Procedures Manual.

- A change to the Project scope, schedule, quality or cost is identified by either Health or Telstra Health;
- A Implementation Change Request form is completed by the requestor;
- The Change Request form is forwarded by email to the Program Management Office;
- The Change Request is recorded in the Change Request Log;
- The Change Request is forwarded to the Program Manager who reviews the change and the impact to the Program; and

The Manager tables the Change Request at the Joint Project Board for acceptance, rejection or an alternative course of action such as to re-work the request.

Table 7: Change Management Process

Role	Responsibilities
Requestor (Either Health or Telstra)	Complete the agreed Change Request form and forward to the Program Office
Program Management Office	Log and track the Change Request Quality review Change Request
Program Manager	Qualify change requirement Document with impact assessment Submit to the Program Office for approval Process Change Request
Joint Project Board	Approve or reject change request

1.7 Risk Management

Risk Management is a recurring and iterative part of Project Management and greatly increases the probability of Project success, even when problems occur. It involves the application of a systematic process to identify, analyse and respond to Project risk.

The Risk Management process begins when the business opportunity or Project is recognised, and finishes when the Project deliverables have been accepted. The Risk Management cycle follows a specific sequence that recurs many times during the life of the Project.

The cycle begins by identifying risks and assessing the level of risk. The level of risk relates to the severity of the impact on a Project if the risk occurs, which may involve Project cost, time, quality, and/or scope. The risk assessment phase will rate and prioritise all risks so that the Project can focus on the critical risk areas.

Following the risk assessment phase the high rated risks are further assessed and risk response plans are developed for each risk. The minor risks are recorded and monitored for any changes. Although all risks are then monitored and controlled, the entire risk Management process will continue throughout the Project life cycle.

In summary, the Risk Management process for the NCSR Implementation Program includes the following activities being undertaken:

- Creation of a Risk Management Plan (RMP) to be developed within a negotiated timeframe after the Commencement Date in consultation with Health;
- Alignment of Implementation Program Office processes with the RMP;

- Creation and modification of the SharePoint Risk Log;
- Initial risk gathering from service stream leads;
- Review and assessment of risks;
- Develop response plans for all significant risks;
- Creation of a risk baseline and reporting structure with the overall Telstra Implementation Program;
- Align reporting and Program Management structures with roles and responsibilities as defined in the Internal Communications Plan;
- Review external Projects landscape for risk and dependencies;
- Ongoing Implementation Program quality audits and participation in Risk Management workshops run by Health over the course of the Program;
- Ongoing updates to the Risk Management Plan to reflect identified changes to risks and mitigation strategies, as required over the course of the Program.

Figure 2: Telstra Risk Management in Figure 2 provides a diagrammatic representation of the process Telstra Health will use for risk management.

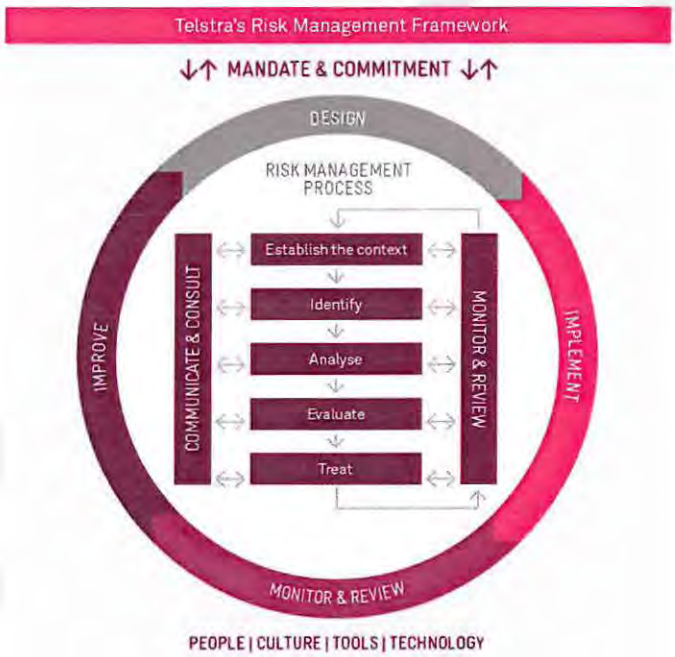


Figure 2: Telstra Risk Management Framework

A critical success factor in the success of the above activities is the effective communication between Telstra and Health whilst working together to identify and mitigate risks. The Risk Management Plan will be developed and approved during Project initiation to provide a formalised and agreed approach to risk management. Included in this plan will be a Risk Register, of which a draft is included in Attachment C.

1.8 Issue Management

Any stakeholder within the NCSR Program can raise issues or problems at any time via direct access to the Issues Log, e-mail to the Program Office, or by raising it at any Project/Program meeting.

The appropriate Program Manager and/or Project Manager has responsibility for identifying the way in which the issues will be resolved or addressed, and updating the Issues Log accordingly.

As a component of the quality process, the Program Office has the responsibility to monitor Project issues raised by the Program team and follow up with the issue owner to ensure all issues are effectively managed and controlled.

All outstanding issues are discussed at the weekly Project team meeting to enable the latest information to be captured and updated in the Issue log.

All issues that cannot be resolved by the Program Manager will be escalated to the Joint Project Board for resolution via an Issue Report.

1.9 Decision Request

A Decision Request is a procedure which formalises the requirement for Telstra to receive a decision from Health that is critical to the Program. In most cases the procedure will be activated where there is uncertainty in key Project areas, particularly those areas on the critical path.

The request for a decision, and the subsequent decision outcome, are recorded on a Decision Request Form which is then communicated to all affected parties. A Decision Request Log is maintained by the Implementation Program Office to track all decision requests for the Program.

In most cases, the submission of a Decision Request to Health will be at the Joint Project Board, where the request will be tabled, discussed and minuted. However, a Decision Request may also be submitted directly from the Implementation Program Office in cases where a fast response is required.

1.10 Delay Notification

A Delay Notification is a procedure that formalises a notification to Health and Program stakeholders of a potential, imminent or current delay to the Program. The procedure is an effective tool that ensures that any issues affecting the agreed Program schedule are highlighted to Program and executive level managers for appropriate Management and/or escalation.

The delay notification is recorded on a Delay Notification Form that is then communicated to all affected parties. A Delay Notification Log is maintained by the Implementation Program Office to track all formalised delays for the Program.

In most cases, the submission of a Delay Notification to Health will be at the Joint Project Board where the notification will be tabled, discussed and minuted. However, a Delay Notification may also be submitted directly from the Telstra Program Office in cases where there is urgency associated with the notification.

If a delay affects the Program scope, quality, time or budget, a subsequent Change Request will be raised to quantify the impact(s). Telstra Health and Health will also comply with their respective obligations and the procedures contained in the Agreement relating to delays.

1.11 Quality Management

Quality Management will be applied to the NCSR Program in two distinct areas; to ensure both the integrity of the Project deliverables and the ongoing effectiveness of Project processes.

The Quality Management Plan will the process by which the deliverables of the NCSR Program will be controlled, in terms of configuration, scope and acceptance. With regard to Project processes, the Program Office will undertake regular quality audits on the core Project processes that are used to control the Program, such as change management, issue management, risk management and communication management.

A Quality Management Plan for the Services will be developed within a negotiated timeframe after the Commencement Date to comply with industry and best practice quality standards, including ISO 9001

Following is a high level overview of the areas that will be addressed as part of the Quality Management Plan:

- ***Quality Management Approach*** – how Telstra Health will adhere to quality requirements which will be defined at the NCSR Program level. It includes, but is not limited to:
  - Quality objectives;
  - Quality checkpoints;
  - Roles and responsibilities;
  - Methodology and standards;
  - Policies and procedures
  - Performance Monitoring
  - Quality controls and processes for all deliverables;
  - Quality assurance milestones
  - Evidence of certification and compliance with quality management industry standards.
- ***Program and Project Health Checks*** - Program and Project health checks will be conducted throughout the life cycle of the Program and/or Project as defined in the overall Quality Management Plan.
- ***Test Approach*** - The Test Approach will be determined on an individual Project basis where the Test Manager will determine what form of testing will be required to test Technical and Service Management components of the Service. A Test Manager will work with each bundle or stream to determine test requirements. On completion of testing, a Test Summary Report will be created to show the test results.
- ***Quality Management Roles*** – Describes the method (approve, accept or otherwise) and the responsibilities of each reviewers and approvers for each deliverable.

It is acknowledged that quality assurance will be undertaken at key points during the Implementation and Transition Phases to identify issues and advise recommendations, subject to approval from Health.

1.12 Policies and Procedures Manual

During the Implementation Period, Telstra Health will work with Health to develop a Policies and Procedures Manual.

These will include, but is not limited to:

- ***Service Methodology:*** will describe how the parties are going to work together and hoe the services are going to be performed and delivered;
- ***Service Agreement Requirements:*** of a nature and form, and in terms that comply with the Services Agreement requirements;
- ***Service Provider's Roles & Responsibilities:*** clearly defined in relation to each Other Service Provider and Health;
- ***Timeframes for Delivery of Services;***
- ***Service Agreement Alignment:*** how Telstra Health, Other Service Providers, the States and Territories and Health Personnel will work together in connection with the Services Agreement;
- ***Stand-Alone Policies & Procedure Manual:*** able to be used without requirement to refer to additional material/s Health does not have a license to use perpetually.

1.13 Project Reporting

During the execution of all plans, the Program Manager will monitor the schedule and progress. If the deviation of the plans threatens to exceed the agreed tolerance, the Program Manager will notify the

Executive Sponsor. The Executive sponsor will report the progress of the project to the NCSR Project Board.

The Telstra Health Program Manager will provide four forms of progress reports:

1) Program summary status reports;
2) Program minutes including decisions, issues, actions and risks;
3) Exception reports or Delay Notifications to notify that the tolerance limits of this Project threaten to be exceeded; and
4) Scope Verification reports to summarise the completion of deliverables and any outstanding issues.

Telstra Health's project managers will work with the Program Manager and the Program Management Office to ensure timely and cost-effective production of all the Program / Project deliverables and maintain acceptable standards of quality.

Project governance will be established at two levels. A NCSR Executive Committee will be initiated comprising of the NCSR Executive Sponsor and Executive Operations Manager as well as other key identified staff relevant to the implementation.

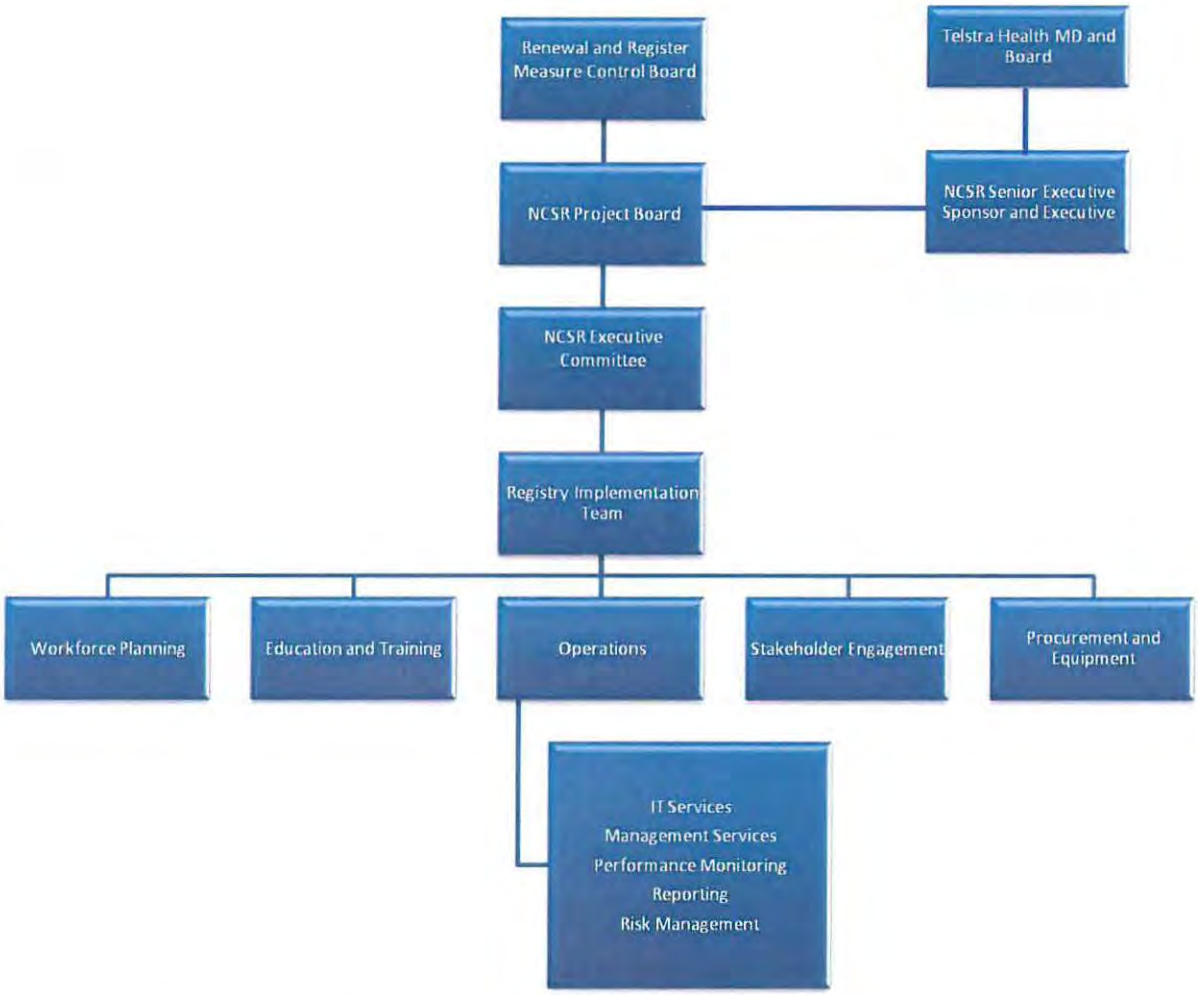
Project meetings with Health business unit and key stakeholders will be conducted on an agreed periodic basis. The Program Manager will closely monitor progress of each phase of the implementation and associated activities based on milestone schedules set for each specific implementation period. Implementation milestone points will be defined during detailed planning and from the steering and operational committees input during the planning period. Regular risk, schedule and dependency reviews will be used to ensure adequate detail is captured relevant to each implementation exercise.

1.14 Implementation Program Governance

1.14.1 Program Implementation Governance

In order to ensure successful implementation and effective ongoing relationships, the following Implementation Program governance framework is proposed.

Figure 3: Implementation Program Governance Framework



1.14.2 Governance forums

Program governance is delivered through Governance forums to ensure that decision making and Implementation management activities are focused on achieving Implementation Program objectives in a consistent manner, addressing appropriate risks, and fulfilling stakeholder requirements.

Register Implementation Team

The initial team from the NCSR would include:

- Transition Program Manager
- Stakeholder Engagement task group coordinator

- Procurement and Equipment task group coordinator
- Workforce task group coordinator
- Operations task group coordinator
- Education and Training task group coordinator
- Register Executive Sponsor
- Register Operations Executive
- Register ICT Director
- Register Quality Officer
- Telstra IT Project Manager

Register Project Task Groups:

NCSR will appoint task groups as noted in the diagram above. Each task group will have a coordinator who also sits on the Transition Team to facilitate communication between task groups and the Transition team.

The task group coordinators will be responsible for formulating the component of the Implementation Plan, including detailed and specific plans for ensuring their respective deliverables are achieved within the required timeframe. The task groups will elevate issues and risks to the Implementation Program Manager and the Executive Committee as needed.

The task groups themselves will include personnel from Telstra Health, Health, State Health Departments as well as Telstra Health partners (Monash DEPM; UHG; Dialogue and Fuji Xerox).The register project task groups will:

- Manage all aspects of the Implementation Service Package project including communication, schedule management, deliverable management, issue resolution, decision requests, action items, change control and risk management
- Review completed implementation deliverables and milestones during the last period
- Review next period activities
- Review project status and performance
- Facilitate and support informal dispute resolution efforts
- Escalate issues as appropriate

1.15 Stakeholder Engagement Strategy

In order to make the NCSR Program a success, Telstra Health recognises that there is a wide range of stakeholder groups who require specific engagement strategies to assist in the successful building, implementation and utilisation of the NCSR. The delivery of population-wide NCSR services for Australians involves thousands of individual providers, large and small, many peak bodies, research and advocacy groups and the broader medical profession. To build confidence in the veracity of information provided through NCSR, Telstra Health, with Health will develop and implement robust consultation mechanisms during an agreed timeframe after the commencement date.

The Government is establishing the governance structures for the oversight of the NCSR including the 'Renewal and Register Measure Control Board', 'National Cancer Screening Register Project Board' and Stakeholder Working Groups that include representatives from individual States and Territories, other Agencies, Clinicians and Consumers. Telstra Health will develop a strong partnership with these groups during and beyond the initial implementation and Transition phase, give serious attention to their regular communiqués' and actively seek their input into the design and ongoing operational features of the NCSR.

In developing a comprehensive Engagement Strategy, Telstra Health will be guided by the following Principles:

- A highly consultative and collaborative approach;
- Drawing from best practice in stakeholder management across government, non-government organisations and industry domains and delivering a 'fit for purpose' solution;
- Ensuring that risks are managed and stakeholder expectations are properly managed to ensure realistic outcomes are achieved; and
- Driving effective knowledge transfer from Health, Jurisdictions and all provider and consumer interested parties from the outset.

Strategy:

Stage One "Mapping"

- Identify every stakeholder that has influence and/or interest in the project;
- Analyse and Develop relevant categories; and
- Leverage off prior work (including Health) to develop a strategy that draws together the most effective stakeholder management mechanisms.
- Define a four stage (at least) program of Communication with an overlay of ongoing transparent project progress reporting. The four major stages of the communication plan will:

  1) Provide Workshops and demonstration to encourage participation in the National Cancer Screening Register for those jurisdictions managing their own Cervical Cancer Registries.

  2) For those Jurisdictions who participate, create workshops with each on both a Technical (for data migration, seamless transition and interim synchronisation) AND at a participation level with consultation and analysis of existing processes, review of different forms of interaction, monitoring and compliance with ongoing involvement in development and maintenance of the Program. These sessions will also identify the cohort of participants in UAT across the gamut of direct participants.

  3) Create collateral, published on various media (On Line, Video, Contextual), training sessions (webinbars, Webex, Face to Face) and Public Media (Health and Government Portals and the NCSR Portal) to encourage and schedule appropriate training and orientation for the various users of the Register. Participants ranging from Health for Administration, oversight and governance to Consumers for engagement and information and from Practitioners for service and conformance to Clinicians and researchers for Analysis and Decision Support.

  4) Create and provide collateral for the Transition process itself to keep all stakeholders informed and involved in the transition process, ensure awareness and availability of support and minimise disruption to any ongoing services.

Stage Two "Messaging" (Within the initial four stages and any 'Ad hoc' requirements.

- Identify communication requirements for each stakeholder group;
- Develop key messages for stakeholders; and
- Identify the most effective communication channels for the broad range of stakeholder group.

Stage Three "Maintaining"

- Outline the frequency of each interaction;
- Identify feedback, evaluation, review and complaint mechanisms;
- Maintain effective issues and actions log; and
- Develop reliable systems for issues resolution.

Collaboration with other delivery partners

Telstra Health will lead an experienced multidisciplinary team to deliver the NCSR. Together with our technology partners, we have the credentials to provide a seamless managed service that:

- Supports the existing bowel and cervical cancer screening programs and can incorporate other screening programs in future;
- Integrates with other healthcare systems, such as myHealth Record, clinical information systems and Health's Enterprise Data Warehouse to reduce cost and duplication;
- Provides better access for pathologists, general practitioners, medical experts, medical specialists, hospital staff and Australian citizens;
- Boosts reporting capabilities for health authorities and policymakers;
- Improves the integrity, accuracy and comprehensiveness of screening data;
- Is clinically effective, nationally consistent and robust.

Joint Communication Plan

A Joint Communication Management Plan will be produced to identify all key participants and define peer and communication relationships between Telstra Health and Health. Initially, Telstra Health will work with Health Implementation representative(s) to finalise and agree the Implementation plans and to setup the governance and peer relationship models. The Telstra Program Manager, with active participation and contribution from Health Implementation teams will manage the Telstra Program.

The Joint Communication Management Plan will be developed during Project initiation, and will detail the following:

- Role and Responsibilities;
- Escalation paths and lines of communication;
- Meeting Maps;
- Organisation charts and key contacts;
- Process for information distribution; and
- Storage of information and methods for access.

The Communication Plan will incorporate 4 major components with an overarching structure to ensure that all interested parties are kept informed of progress, their upcoming involvement and that training and awareness are current and informed.

The Communication Plan will be involve not only collaboration with Health but be informed and provide the opportunity for all stakeholders to at least be kept up to date and to be represented in providing feedback to the implementation process (and Transition) of the NCSR.

The groups who will provide input to the requirements for the NCSR and be represented during the analysis and refinement of the requirements will include, but not be limited to:

- Health
- Jurisdictions
- Agencies other than the Jurisdictions involved in the Program(s)
- Specialists
- GP and Pathology Laboratories
- Other Health Practitioners and Support Organisations
- Consumers

These groups will also be asked to provide input relating to measures of success and in some cases be invited to be involved in the evaluation of those measures.

The Whole Communication Plan, in the same way that the Project will be conducted, will be based on Quality Processes of Incident review, Management of Change and Scope and total awareness of the Critical Delivery Dates, particularly for the Cervical component of the NCSR.

DRAFT IMPLEMENTATION DOCUMENTATION DELIVERABLES

As a significant and experienced design and delivery partner, Telstra Health has a suite of standard tools and artefacts that will be employed to ensure consistency in quality and performance across the implementation phase.

These include the following.

1) Due Diligence Report
2) Overall High Level Implementation Plan
3) Implementation Plan – ICT Register
4) Implementation Plan – Data Migration
5) Project Master Schedule
6) Resource Plan
7) Risk Management Plan and Risk Register
8) Project Templates including meeting agenda and minutes, status reports etc
9) Project Control Workbooks
10) Business Requirements Documentation
11) Joint Communications Plan
12) Project Communications Plan
13) Project Governance Plan
14) Business Operations Plan, including designs
15) Acceptance Test Plan, including exit criteria
16) Final Data Acceptance Plan

Draft Transition Plan

1.16 Purpose

The purpose of this draft High Level Overall Transition Plan is to demonstrate Telstra Health understands the Department of Health's (Health) requirements. It promotes Telstra Health's capability and experience in transitioning similarly complex services to a fully managed operational service model.

Telstra Health currently provides significant service to the Australian Government and has firsthand experience and capability in managing sensitive information, coordinating other providers in an efficient way, managing risk in partnership with our clients and third party service providers and ensuring that service continuity for end users is a priority at all stages of the project lifecycle through to ongoing service operation.

1.17 Transition Plan Overview

1.17.1 Transition Approach

Telstra Health recognises that the adoption of a National Cancer Screening Register Service by the Jurisdictions will require an approach that not only delivers a robust, secure and easy to use technical solution, but also provides both National and Jurisdictional participants an easier, more economical, interactive and informative platform from which the benefits of these preventative or early interventionist Screening programs can derive and be managed.

In order to best ensure maximum participation in the initiative and provide the most appropriate solution within the time constraints imposed for this program of work, Telstra Health provides a Transition approach that will engage early with the entire cohort of existing Cervical and Bowel Registry participants, encourage participation in the Cervical component of the initiative (complementing the incentives being provided by Health) and then and then provide the participants with the opportunity to both understand progress and in some cases to be involved in stakeholder committees and to influence the manner in which their specific transition will occur.

All participants will be engaged:

- Colleges – RACGP, RCPA, RACS etc.
- Jurisdictional Based Stakeholders
- Primary Health Networks
- Healthcare Workers
- Other Stakeholders (Including Participants for User Experience input)

The Transition Plan begins in conjunction with the Implementation Communication 'Road Show' as soon as possible following the formal start of the Program of Work and in collaboration with Health. Whilst this is informative and a demonstration of what the NCSR will deliver it is really the start of the Transition process as the stakeholders will understand in context and by demonstration the vision of Health for the NCSR. This also provides health with the opportunity to continue informed communication with the Jurisdictions and their specific cohort of providers.

The second phase of the transition plan is again incorporated in the Requirements gathering phase of the Implementation and Transition process with those Jurisdictions who 'opt in' to the initial cohort of Cervical Registers and the Bowel Register. During this phase not only will the specific requirements for each Jurisdiction be gathered regarding the implementation of their register but also the contacts for the various stakeholders who will require orientation and training.

The third phase of the Transition Plan allows for the actual training and orientation of the end user cohort (Register by Register) to the NCSR. This training will be by, on line documentation, Webex, Webinar, Recorded training sessions and also by scheduled jurisdictional based sessions by arrangement. The 'go live' period will also see an extended Help Desk capability providing voice, online chat and phone support.

The transition itself from a technical point of view will involve mostly what will be deemed implementation in the parlance of Telstra Health other than the requirement that the existing providers of services to be

replaced by the NCSR will be liaised with to ensure a seamless cut over. So for example, during the cutover period, Postal communication (paper format) and Fax will be either re-directed or cloned to the new Register. Electronic data transfers will likewise be either cloned or redirected by proxy depending on the service. Physical communications (postal) will be duplicated. The purpose of the Cloning and Duplication is to allow for the parallel running of the service and to keep the two sources aligned. Until detailed specifications are available the method of 'go live' itself will unable to be determined. It will either be as an interim image of the source register(s) with periodic delta's and a final delta load OR a cessation of day to day traffic during agreed 'quiet' periods allowing a full copy and reload with transactions during the load being 'stock piled' and processed after the load is signed off after reconciliation.

In either case the impact on end users and the registers will be minimal. New correspondence and service packs will have the new addressing and the re-directions, either electronic or physical will be in force to cover the latency period normally accepted for transactions t be completed.

In summary the process of Transition will have minimal impact on both the existing Registry Service and the providers to that service and allows for the maximum degree of confidence that the service will continue its day to day operation.

1.18 NCSR Transition Objectives

The following objectives will be achieved through the delivery of the transition program and its constituent Service Package projects. Service Package specific Transition Plans will be developed to document additional objectives specific to that Service Package.

- Timely transition of all aspects of business and operational functions and customer services of the National Bowel Cancer Registry to the National Cancer Screening Register (the Register) within agreed acceptance criteria with no significant business or unplanned service disruptions.
- Successful transition of the participating State and Territory Cervical Cancer Registries to the National Cancer Screening Register.
- Proactively identify business, technical, or transition requirements across NCSR delivery partners to minimise requirement conflicts, reduce duplication of effort, and ensure stakeholder needs are met.
- Utilise Transition Program Governance and project control to facilitate and sustain effective and collaborative and clearly defined decision making, communications and project management.
- Actively engage current and other service providers, key stakeholders and the new NCSR service delivery partners to participate in the Transition process, providing a structured vehicle for their input, feedback, and addressing or reflecting their needs or unique constraints as may arise during Transition.
- Successfully build end user confidence, which will promote growth over time including the addition of other cancer registries as appropriate.

1.19 Transition Scope

This high level Overall Transition Plan details transition of all aspects of the Register, Register ICT Services and Operator Services for the NBCSR. The Transition of Cervical Cancer Registries includes Register and Register ICT Services for participating states and territories only. Transition for Operations for those states and territories that request a fully managed service will be developed on a case by case basis and the Transition Plan updated accordingly. The table below provides a high level overview of the Transition Scope.

Domain	Scope
Stakeholders	▪ Implement stakeholder engagement
Workforce	▪ Appoint Key Personnel and Recruit other staff
Register	▪ Migration of any residual/additional data from participating Cervical Cancer Screening Registers ▪ Migration of any residual/additional data from the National Bowel Cancer

Domain	Scope
	Screening Register
Register ICT Services	▪ Training of end users and super users including administrators ▪ Hand over to support and maintenance model
Operator Services	End to End service delivery including Mail house services for NBCSR and opt in Cervical Cancer Screening Registers Call Centre for NBCSR and opt in Cervical Cancer Screening Registers Register governance, management model, reporting, and standard operating procedures

2 Transition Plans

2.1 Anticipated Transition Plans

The details of the transition plan are included in the Detailed Project Schedule which has been attached as addenda.

3 Draft Service Package Transition key Milestones, timelines and dependencies

The Transition Process is intrinsically linked with the Implementation phase but with a different emphasis, as such it is difficult to specifically extract tasks relating to a smooth transition from one solution to the other. Communication, involvement and confidence are the key ingredients for anyone involved as an ongoing user or participant in the program.

To that end Transition is just one of the components of the overall project plan. The Project Schedule which forms a part of this submission has been divided not only horizontally into the major Implementation and Transition Phases, but it has also been sub divided by individual task into its Project Phase (so in fact there may be tasks (as for Transition phases) that sit inside another major phase of the project. The graph and table below indicate the major Milestones (both for implementation and transition) but it should be remembered that this is simply a summarised extract from the schedule and for more detail the Schedule should be consulted. The resource plan for the performance of the Transition phases, both planning and execution are contained in the Resource Plan for Transition also submitted.

The key milestones and timelines are contained in the Project Schedule.

3.1 Draft Service Package timelines and program dependencies

Draft Service Package timelines with key activities and associated program dates are included in the table above. Some currently known dependencies are noted below.

3.1.1 High Level Overall Transition Plan and Health dependencies

The following Health dependencies for the program have been identified for this High level Overall Transition Plan at this stage:

- Governance Structure and arrangements for transitions are in place prior to 01/09/2016.
- Due Diligence is commenced prior to the end of Phase 1 – Implementation.
- Subject matter experts including incumbent service provider representatives are available in a timely manner. They will be needed to help define current workflows as well identify existing issues with current workflows.

3.1.2 Timelines and Health's responsibilities

The Detailed Project Plan lists the draft timelines and Health's / States responsibilities (as the business owner). The listed Health responsibilities will be reviewed at project commencement and will potentially become dependencies on the critical path for project completion. Timelines and Health's dependencies will be finalised during the planning phase, in collaboration with the applicable Health representatives across each of the service packages. Whilst some timelines may change based on other factors (such as States opting in or out or political/ environmental factors), Telstra Health will work with Health to accelerate the proposed timelines to transition to the new service where possible.

4 Program Organisation Structure

4.1 Program Principles

The following principles will be used to guide the Transition Program, and will be generally applicable to the Service Package projects.

- A successful Transition is critical to the effective implementation of the ongoing Service Operation. Communication with, and engagement by all stakeholders will be encouraged by appropriate levels of communication, live experience of working software capabilities, demonstration of efficiencies, communication from Health and NCSR staff and involvement in progress and acceptance of the Capabilities of the NCSR.
- Although the High Level Overall Transition Plan is a Telstra Health deliverable, it will be developed collaboratively with representatives of the core project team, Health and participating State and Territories, and encompasses Telstra Health and Health's activities, Deliverables and interdependencies required to affect Transition.
- Although the project management of the Transition, and the successful implementation of the Service, is overall, Telstra Health's responsibility to deliver, such will be enacted in collaboration with Health and its PMO and others who have specific accountabilities as described in the High Level Overall Transition Plan.
- Collaboration, transparency, engagement, and proactive communications on the part of all participants are critical to the successful completion of the Transition.
- A structured project management methodology will be employed and will form the basis of project controls and governance support.
- Transition will recognise and accommodate the unique nature of each of Health's (and the participating States and Territories) business requirements in terms of transition scheduling and dependencies, constraints and other project management elements.

4.2 Project Structure

The Transition Program is structured around the following Telstra Health roles.

- The Executive Sponsor is responsible for large scale programme delivery.
- The Operational Service Delivery Executive is the primary relationship manger with Health and issue escalation management.
- The Implementation Program Manager is responsible for managing the transition Program.
- The Project Management Office is responsible for defining and managing the Transition Program-related management processes, procedures, templates, etc and for providing support to team members by handling administrative and control functions centrally.

The Transition Program supports all Service Package implementation projects.

The Service Package project managers are responsible for effective planning, execution, tracking and delivery of their Service Package Transition project, in line with the corresponding High Level Overall Transition Plan.

The Service Package project managers are supported directly by the Transition Program manager and by the PMO.

5 Program roles and responsibilities

5.1 Transition roles and responsibilities

Telstra Health will take responsibility and accountability for the Transition and perform all required activities necessary to complete the Transition, in accordance with the terms of the Agreement and the Overall High Level Transition Plan.

Health, other service providers and participating States and Territories will work collaboratively with Telstra Health to achieve all Milestones set out in the Transition Plans.

The following participants and their Roles and Responsibilities are suggested and will be confirmed during Transition Planning.

5.1.1 Telstra Health Participants

Title	Role	Responsibilities
Program Executive Sponsor [redacted]	Provide guidance, direction, advice and decision making. Ultimately responsible for overall program delivery	▪ Work in collaboration with all stakeholders to - To resolve major issues as they arise - To make decisions - To provide overall direction to the project team ▪ Communicate the status and content of the Implementation Program to Health and its partners ensuring buy in and commitment ▪ Direct the Implementation Program to ensure implementation meets overall business objectives ▪ Serve as the decision making body to ensure all decisions made respect the objects and scope of the contract. ▪ Define, direct and oversee the implementation planning process and the production of its planned final deliverables ▪ Oversee the production of Executive Level Report ▪ Oversee all financial and contractual matters, seeking amendments as necessary ▪ Participate in all committees as required in the proposed governance structure ▪ Act as the escalation point for issues that cannot be resolved at the Implementation Program level.
Operational Service Delivery Executive	Primary relationship manager with Health. Oversees the delivery Register and ICT services.	▪ Report to the Senior Executive Sponsor ▪ Supports the Implementation Program Manager
Transition Program Manager [redacted]	Manage and coordinate internal Telstra Health resources, processes and deliverables for Transition Planning, Execution and Control phases. Manage the PMO	▪ Report to the Program Executive Director ▪ Support the Service package project managers in the - Delivery of Transition Deliverables and key Milestones - Resolution of issues and escalations not

Title	Role	Responsibilities
		resolved at Service package level - Establishment of Resource plan, budget and tools ▪ Support the PMO ▪ Liaise with Health and Health's PMO on coordination of Transition issue resolution ▪ Ensure process adherence and quality as well as timely escalation of issues, requests for direction etc ▪ Participate in all governance committees as required in the proposed governance structure ▪ Manage dependencies between project transition teams
Project Manager (PMO)	Manage and coordinate transition processes, deliverables and reporting	▪ Single point of accountability for transition ▪ Management of master schedule ▪ Consistent tools, processes ▪ Manage communications between the teams and stakeholders ▪ Project status reporting
Technical Lead	Act as technical subject matter expert during the transition projects	▪ Provide technical support to the transition ▪ Provide the project team with technical expertise ▪ Provide technical troubleshooting for completion of transition projects ▪ Participate in the Joint Technical Forum as required

5.1.2 Health and Other Participants

The following participants and their roles and responsibilities are suggested and will be confirmed during Transition planning in collaboration with Health.

Title	Role	Responsibilities
NCSR Operational Service Delivery Manager	Operational oversight of entire program	Responsible for all operations management
NCSR Program Manager	Expertise and understanding of population based screening.	Responsible for all Register services associated with the delivery of the NCSP. Responsible for end-to-end user interactions for the Program.
Service Package Leads	Content and service package oversight	Detailed oversight of each work package Ensure appropriate program expertise is available when required

5.2 Change Management

Project Change Management will be applied to the NCSR Program to ensure the integrity of the Project scope, duration and quality. The Change Management Process that is associated with the NCSR Program will be undertaken as described in the steps outlined below, and the details of the Change Management process will be set out in the Policies and Procedures Manual;

- A Transition Change Request form is completed by the requestor;
- The Change Request form is forwarded by email to the Program Management Office.
- The Change Request is recorded in the Change Request Log;
- The Change Request is forwarded to the Program Manager who reviews the change and the impact to the Program; and
- The Manager tables the Change Request at the Joint Project Board for acceptance, rejection or an alternative course of action such as to re-work the request.

Role	Responsibilities
Requestor (Either Health or Telstra)	Complete the agreed Change Request form and forward to the Program Office
Program Management Office	Log and track the Change Request
	Quality review Change Request
Program Manager	Qualify change requirement
	Document with impact assessment
	Submit to the Program Office for approval
	Process Change Request
Joint Project Board	Approve or reject change request

5.3 Issue Management

Any stakeholder within the Program can raise issues or problems at any time via direct access to the Issues Log, e-mail to the Program Office, or by raising it at any Project/Program meeting.

The appropriate Program Manager and/or Project Manager has responsibility for identifying the way in which the issues will be resolved or addressed, and updating the Issues Log accordingly.

As a component of the quality process, the Program Office has the responsibility to monitor Project issues raised by the Program team and follow up with the issue owner to ensure all issues are effectively managed and controlled.

All outstanding issues are discussed at the weekly Project team meeting to enable the latest information to be captured and updated in the Issue log.

All issues that cannot be resolved by the Program Manager will be escalated to the Joint Project Board for resolution via an Issue Report. Unresolved issues will be escalated to the National Register Project Board.

5.4 Decision Request

A Decision Request is a procedure which formalises the requirement for Telstra to receive a decision from **Error! Unknown document property name.** that is critical to the Program. In most cases the procedure will be activated where there is uncertainty in key Project areas, particularly those areas on the critical path.

The request for a decision, and the subsequent decision outcome, are recorded on a Decision Request Form which is then communicated to all affected parties. A Decision Request Log is maintained by the Transition Program Office to track all decision requests for the Program.

In most cases, the submission of a Decision Request to the Program Office**Error! Unknown document property name.** will originate from the Joint Project Board, where the request will be tabled, discussed and minuted. However, a Decision Request may also be submitted directly from the Transition Program Office in cases where a fast response is required.

5.5 Delay Notification

A Delay Notification is a procedure that formalises a notification to Health and Program stakeholders of a potential, imminent or current delay to the Program. The procedure is an effective tool that ensures that any issues affecting the agreed Program schedule are highlighted to Program and executive level managers for appropriate Management and/or escalation.

The delay notification is recorded on a Delay Notification Form that is then communicated to all affected parties. A Delay Notification Log is maintained by the Transition Program Office to track all formalised delays for the Program.

In most cases, the submission of a Delay Notification to Health will be at the Joint Project Board where the notification will be tabled, discussed and minuted. However, a Delay Notification may also be submitted directly from the Telstra Program Office in cases where there is urgency associated with the notification.

If a delay affects the Program scope, quality, time or budget a subsequent Change Request will be raised to quantify the impact(s). Telstra Health and Health will also comply with their respective obligations and the procedures contained in the Agreement relating to delays.

6 Transition Program Governance

6.1 Program Transition Governance

In order to ensure successful transition and effective ongoing relationships, the following Transition Program governance framework is proposed.

6.2 Transition Governance forums

In order to ensure successful implementation and effective ongoing relationships, the following transition Program governance framework is proposed.

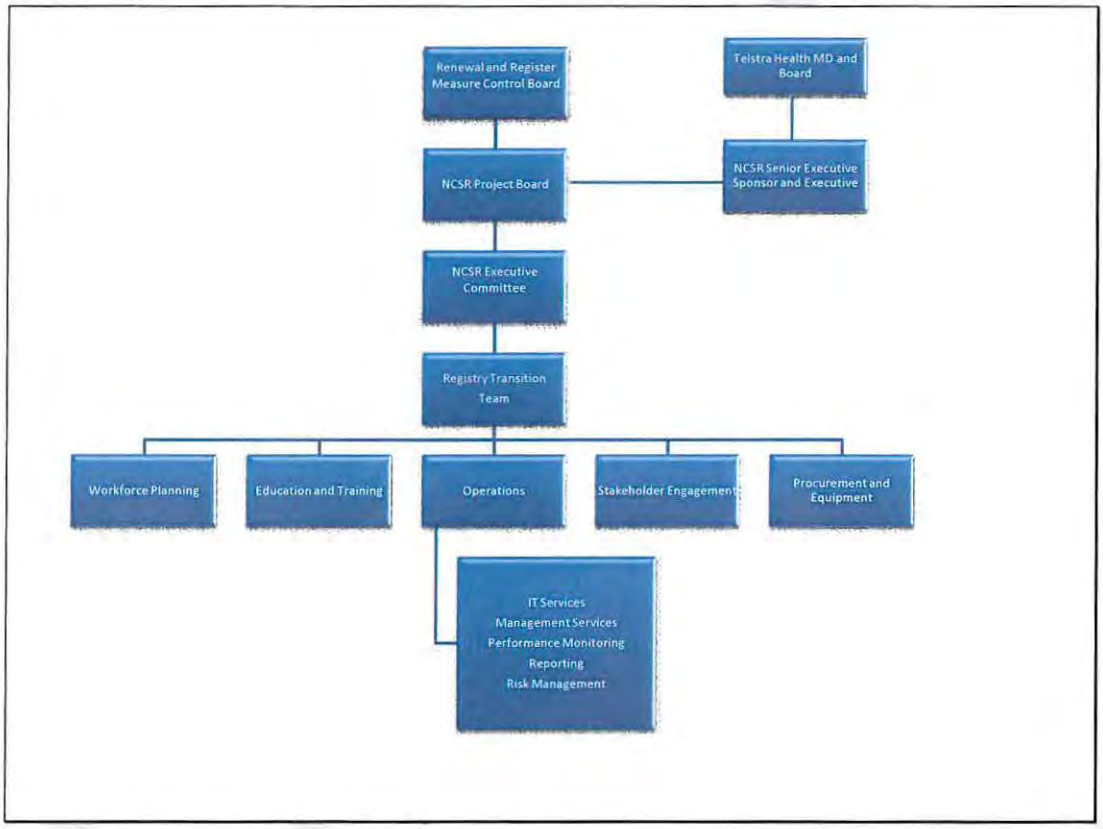


Figure 1 - Transition Program Governance Framework

Governance forums

Program governance is delivered through Governance forums to ensure that decision making and Implementation management activities are focused on achieving Implementation Program objectives in a consistent manner, addressing appropriate risks, and fulfilling stakeholder requirements.

Register Implementation Team

The initial team from the NCSR would include:

- Transition Program Manager
- Stakeholder Engagement task group coordinator
- Procurement and Equipment task group coordinator
- Workforce task group coordinator
- Operations task group coordinator
- Education and Training task group coordinator
- Register Executive Sponsor
- Register Operations Executive
- Register ICT Director
- Register Quality Officer
- Telstra IT Project Manager

Register Project Task Groups:

NCSR will appoint task groups as noted in the diagram above. Each task group will have a coordinator who also sits on the Transition Team to facilitate communication between task groups and the Transition team.

The task group coordinators will be responsible for formulating the component of the Implementation Plan, including detailed and specific plans for ensuring their respective deliverables are achieved within the required timeframe. The task groups will elevate issues and risks to the Implementation Program Manager and the Executive Committee as needed.

The task groups themselves will include personnel from Telstra Health, Health, State Health Departments SMEs as well as Telstra Health partners (Monash DEPM; UHG; Dialogue and Fuji Xerox).The register project task groups will:

- Manage all aspects of the Implementation Service Package project including communication, schedule management, deliverable management, issue resolution, decision requests, action items, change control and risk management
- Review completed implementation deliverables and milestones during the last period
- Review next period activities
- Review project status and performance
- Facilitate and support informal dispute resolution efforts
- Escalate issues as appropriate

6.3 Governance Structure for Ongoing Operations

For the ***Ongoing Operations*** (from May 2016), the Registry will have a medical leadership governance model. Telstra Health Executive Sponsor ([redacted]) will report directly to the Managing Director of Telstra Health ([redacted]). Figure 1 shows the relationship between Telstra Health and the NCSR management.

Figure 2: NCSR Internal Governance

Registry Executive Management Group. The overarching leadership will be provided by a four person NCSR Executive Management Team in Table 1.

Position	Name	Background
Executive Sponsor	[redacted]	[redacted]
Operations Executive	[redacted]	[redacted]
Operations Manager	[redacted]	[redacted]
Account Executive	[redacted]	[redacted]

NCSR Expert Advisory Group. This group will provide the clinical and epidemiological advice to Executive Sponsor and the Management team. Aligning to best practice principles it will be a multidisciplinary group with significant representation of the bowel and cervical screening specialties. This committee will be provide advice on new and emerging information and processes in the clinical arena related to screening program service delivery. The group will meet on a monthly basis.

Telstra Health Executive Committee to be chaired by [redacted] will include representation from Telstra Health as well as representation from Telstra Health Partners, Monash DEPM, UHG and Fuji Xerox.. The committee will have overarching responsibility to set the direction. All management reporting will be presentenced to the committee on a regular basis.

The proposed structure for management of the NCSR is in Figure 3.

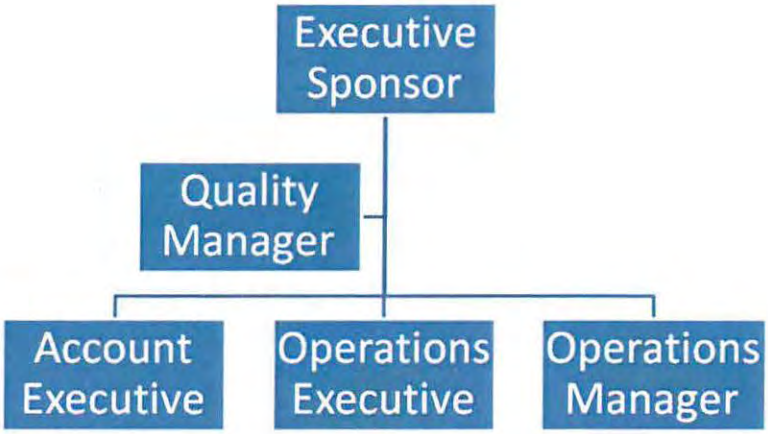


Figure 3 - Proposed Structure for Management of the NCSR

7 Engagement Strategy

In order to make this Program a success, Telstra Health recognises that there is a wide range of stakeholders groups who require specific engagement strategies to assist in the successful building, implementation and transition to the National Cancer Screening Register. The delivery of population wide cancer screening and treatment services involves thousands of individual providers, large and small, many peak bodies, research and advocacy groups, pathology laboratories, cancer specialists and the broader medical profession. To build confidence in the veracity of information provided through the National Cancer Screening Register will be required to develop a robust and comprehensive register for the future. The Register will become a dynamic resource to assist in improving cancer outcomes for all Australians and it will need the full cooperation, collaboration and goodwill of all stakeholders involved.

Health is establishing an overall governance structure to provide oversight and strategic and operational oversight. These groups will be a key source of information and advice on national cancer screening programs (Bowel, Breast and Cervical). Representatives on these groups will be drawn from each of the jurisdictions, programs and providers. Telstra Health would develop a strong partnership with these groups, give serious attention to their regular communiqués' and actively seek their input into the design and ongoing operational features of the National Cancer Screening Register.

In developing a comprehensive Engagement Strategy, Telstra Health will be guided by the following principles:

- A highly consultative and collaborative approach
- Drawing from best practice in stakeholder management across government, non Government organisations and industry domains and delivering a 'fit for purpose' solution.
- Ensuring that risks are managed and stakeholder expectations are properly managed to ensure realistic outcomes are achieved, and
- Driving effective knowledge transfer to Health staff from day 1

7.1 Strategy

Stage One "Mapping"

- Identify every stakeholder that has influence and/or interest in the project
- Analyse and Develop relevant categories
- Leverage off prior work (including Health) to develop a strategy that draws together the most effective stakeholder management mechanisms

Stage Two "Messaging"

- Identify communication requirements for each stakeholder group
- Develop key messages for stakeholders;
- Identify the most effective communication channels for the broad range of stakeholder groups

Stage Three "Maintaining"

- Outline the frequency of each interaction; and
- Identify feedback, evaluation, review and complaint mechanisms.
- Maintain effective issues and actions log
- Develop reliable systems for issues resolution

Telstra Health will give a high priority to ongoing engagement and consultation with three key groups and ensure feedback through surveys, focus groups, market testing and consultation in:

- Design of Register
- Roll out strategy
- Ease of use and subsequent refinement
- Mechanisms to illicit rich data and update it to acceptable standards
- Complaints resolution
    - **Future Register enhancement**

7.2 Laboratory service providers and their staff and other health professionals including peak bodies

As key stakeholders we will develop relationships with individual providers, representative groups/organisations, peak bodies, and research, advocacy and health bodies. We recognise that organisations currently represented on the Stakeholder working groups are influential but there are also many others.

- Cancer Councils of Australia;
- Australian Medical Association;
- Royal Australian College of Pathologists Australia
- Royal Australian College of General Practice;
- Clinical Oncology Society of Australia;
- Department of Health;
- Department of Health Clinical Reference Group; and
- National Rural Health Alliance.

7.3 Screening Participants and other End Users

Telstra Health recognises that people participating in the screening program are a large and important stakeholder group for the National Cancer Screening Register. Other key users include Health Professionals, Laboratories, Aboriginal Health Workers, Specialists, PFUFs, and ethically approved researchers. One element of effective stakeholder engagement is facilitating usage of the register by increasing awareness of register services and ease of access through the portal.

Understanding the requirements and validity of requests for various types of information is a process Telstra has demonstrated expertise over many years. Telstra's retail offerings bring unique insights into the behaviour of consumers across ages and geographies, Telstra has significant expertise in market segmentation and designing excellent customer experience through user interfaces. Telstra's ability to test the market, receive feedback and respond to this feedback is unparalleled.

Use of the Portals and the type of information available to various types of users is managed through the authorisation structure inside of the NCSR solution. Establishment of the actual criteria to enforce these authorisations will be a part of the consultative process but will be overlaid with the Privacy, Security and Consent policies of Legal, Regulatory and Normal Administrative Process agreed with Health. Configuration of the authorisation process follows from this agreement.

Additionally, our delivery partner, Monash University has extensive experience engaging health experts, and the public. Monash University has spent many years working with all Australian Human Research Ethics Committees, abiding to all privacy and ethical policies and best practice. This ongoing relationship with the HRECs has refined Monash's communication and engagement strategy with all registry end-users.

Telstra Health will consult with 'end point' users to ensure that the Register provides 'easy to use' navigation tools and facilitates meaningful use. Telstra Health has access to a significant number of participants through its retail arm and can leverage this capacity if required.

7.4 Government

Telstra Health is committed to developing strong relationships with DOH, DHS and jurisdictional Departments of Health to ensure that services are delivered according to contract specifications and integrated within the Government's broader strategic framework. Telstra Health will seek develop strong relationships between DOH, DHS, jurisdictional Departments of Health and Telstra Health, by taking a total account approach and matching appropriate relationships at all levels. Ensuring that relationships are in place on a peer to peer basis at CIO, senior business management and operational management levels is a key priority. The quality of this engagement will be measured by built-in feedback mechanisms that demand the highest level of service-delivery from Telstra Health and our Partners.

The Engagement Strategy will outline in detail how Telstra Health intends to operate with a high degree of transparency, and incorporate feedback at any time during a project. Telstra Health will identify and work with key staff to actively share knowledge, skills and techniques as the project unfolds as part of effective stakeholder management and transference of skills to enable long term capacity building for the Register's continued operation.

7.5 Public Relations and Media

Telstra Health recognises that the National Cancer Screening Register is a high profile Government initiative that must enjoy public confidence to achieve the aim of greater participation. As part of stakeholder management a media strategy will be developed in partnership with the Government to ensure timely response to requests for information and key messages for public response.

7.6 Collaboration with other delivery partners

Telstra Health has had longstanding commercial relationships with most of our delivery partners in the past, particularly in relation to project management and system integration of large-scale projects.

Telstra Health will build on this history of collaboration and coordinate the contract, setting down defined roles and responsibilities which have been acknowledged by all parties.

There are other service providers that will require ongoing communication, collaboration and joint work. This includes MyHealth Record, Births Deaths and Marriages etc. Telstra Health will engage early and ensure they are included in project structures and communications are appropriate. Telstra Health's work in providing key infrastructure for the PCEHR has resulted in established relationships with many of these stakeholders, which will place the project in good standing.

7.7 Program Communications Matrix

A Communication Management Plan will be produced to identify all key participants and define peer and communication relationships between Telstra Health and Health. Initially, Telstra Health will work with Health Transition representative(s) to finalise and agree the Transition plans and to setup the governance and peer relationship models in accordance with the Health Implementation and Governance Plan. The Telstra Health Program Manager, with active participation and contribution from Health Transition teams will manage the Telstra Program.

The Communication Management Plan will be developed during Project initiation, and will detail the following:

- Role and Responsibilities;
- Escalation paths and lines of communication;
- Meeting Maps;
- Organisation charts and key contacts;
- Process for information distribution; and
- Storage of information and methods for access.

The suggested project communication deliverables for Transition are presented below.

What	Who	Purpose	Frequency	Methods
Initiation Meeting	Health Project Team, Sponsors, PMO	Gather information, finalise High Level Overall Program Transition Plan	Before Project Start	Face to Face meeting
Program Repository (Sharepoint)	All Stakeholders	Central location to house Transition Plans, Master Schedule, Control workbooks, communications that can be shared with all team members	Update regularly with Project Control Workbooks, Status Reports	Electronic communications repository
Distribute Transition Plan	All Stakeholders	Distribute plan to stakeholders to alert to change and gain buy in	Before kick off meetings Before project start date	Distribute electronically Post on Sharepoint
Service Package Project Kick Off Meetings	Health service project teams	Develop Service Package Transition Plans	At or near project start	Meeting face to face Template: Kick off meeting agenda
Project Status Report	All stakeholders and PMO	Update stakeholders on project status	Regularly scheduled Monthly	Template: Project Status Report
Project Team Meetings	Project team members, PMO and Health	To review detailed plans, (tasks, activities etc)	Regularly	Template: Project Team Meetings Agenda and Minutes
Day to day communications	Health, project members	To encourage quick decisions and issue resolution	As required	Phone Email
Project Closure Reviews	Health, PMO, Project managers, Key stakeholders, Executive sponsors	Identify improvement plans, lessons learnt	End of major phases and project closure	Meeting/Report Distributed electronically on Sharepoint Hard cope for sign off Template: Project Closure Report Project Acceptance Form

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 6

ATTACHMENT B

DRAFT STAKEHOLDER MANAGEMENT PLAN

Telstra's Response to Department of Health

Part 3 – Attachment C
draft Implementation and Transition Documentation & Resource Plan

30th April 2016
Telstra Corporation Limited
ABN 33 051 775 556

IT'S HOW WE CONNECT

1 Implementation resource plan

1.1 Implementation Program Resources

Proposed personnel for the Telstra Implementation Project Team

Position	Member	Project Role
Senior Executive Sponsor	Professor Ruth Salom	Overseeing role
Account Executive	George Patapis	
Service Delivery Executive Manager	Quinton Swann	
Program Manager	Peter Day	Co-ordination of project including chairing and minutes of meetings, maintenance of project schedule, monitoring progress reporting progress to other key stakeholders.
Service Delivery ICT Manager	Russel Duncan	ICT Connectivity, PCs, printers
Service Delivery Operations Manager	TBA	Project contact and input
Quality Manager	TBA	
Education and Training Officer / Web Master	TBA	
Bowel Screening Senior Manager	TBA	Technical input for Bowel and Cervical Screening Registries
Cervical Screening Senior Manager	TBA	
Call Centre Manager	TBA	Registry operation project contacts and input
Mailhouse Manager	TBA	
Data Manager	TBA	Technical input for workflow and data quality
IT Support Team	TBA	ICT infrastructure including telephones; overall coordination of IT project requirements; ICT connectivity; Interfaces and any other IT development required,
Partners: **Monash DEPM; UHG and Fuji Xerox**	TBA	Technical input for Data Quality; Call Centre and Mail house activities.

1.2 Detailed ICT Design and Build Resources

A pricing table has been provided which details the type of resource by Phase of the project in the various tabs as a part of the Pricing Workbook ("Telstra Schedule 4 Att B – Pricing Tables.xls"). The Table below provides the start and end dates of each of those phases.

Appendix A provides a breakdown by Month of the resources used in the entire Implementation, Transition and then Business as Usual warranty period for 30 days following final 'go live' for Telstra Health Resources.

Appendix B provides the Management and indicative resources and timings for Health Resources. It is not indicating the total resourcing but either a Liaison Type role (to mobilise the resources that Health determines are needed – e.g. committees) or indicative specialist SME type resources of a particular type (but not number).

Appendix C provides Management and indicative resources and timings for Jurisdictions and the Health Bowel Cancer Register resources in the same way that Appendix B does for Health.

Phase	Start Date	End Date	WBS of Summary in Project Schedule
Design - Planning	1 March 2016	1 September 2016	2
Design - Detailed Design	16 March 2016	22 November 2016	3
Build - Installation and Configuration	9 May 2016	6 December 2016	5
Build - Customisation	8 April 2016	14 December 2016	6
Build - Data Conversion	30 May 2016	16 January 2017	7
Build - Interfaces	8 April 2016	23 November 2016	8
Build - Integrations	8 April 2016	24 October 2016	9
Build - Testing	8 April 2016	21 April 2017 (Cervical Renewal)	10
Build - Remaining Activities	16 May 2016	18 April 2017	11
Transition – Planning and Preparation	20 July 2016	12 October 2016	3
Transition – Program Execution	4 March 2016	2 June 2017	15
Run - Training	29 August 2016	18 November 2016	12
Run - Go Live Support	9 January 2017	6 June 2017 (Includes Warranty)	13
Run - Remaining Activities	20 February 2017	20 June 2017	14
Project Management	Throughout		15

1.3 Detailed Data Migration Resources

Resource	Start Date	End Date	Number of personnel
Senior Project Manager	May 2016	January 2017	1
Senior Data Analyst	May 2016	January 2017	1
Data Integration Developers	May 2016	January 2017	3
Senior Data Analyst	May 2016	January 2017	1
Testers	June 2016	January 2017	2

Note: This is a minimum data migration team that is proposed. Additional positions may be appointed if the data needs to be extracted on-site from one or more Source Registers or if the data requires significant manual cleansing (as per Assumption 1.3.4, Custodians of the Source Registers are expected to prepare the data for migration, cleanse the data by removing obvious errors and inconsistencies, and transmit the cleansed data electronically to the Staging Area).

It should also be noted that the numbers above are better understood using the Project Schedule which is provided with this submission. The numbers are levelled across the project.

1.4 Health and State Register Resources

The Telstra Health transition team will collaborate with stakeholders to ensure consistent service delivery is maintained for medical, operational and administrative staff.

The exact requirements for staff from Health and from each State and Territory will be agreed in advance at time of stakeholder engagement. Support from Health during the transition of the Bowel Cancer Registry will include, but not be limited to, support from IT, Operations and Policy Divisions. It is envisaged that there would be a requirement for operational staff from the Bowel Program to allow for process mapping and no more than two Health staff. It is envisaged that a requirement for State registry operational staff may include a data manager, IT manager, , operations director and program manager, with state Health staff supporting the process. The number would be finalised prior to implementation.

We have allocated Health and State resourcing to capture a worst case scenario and depending on the seniority, experience and knowledge of the resources the time required may be significantly less. Thus the reason for high and low. Additionally if the State Registry data is of good quality, again it will decrease requirements.

Appendix B (Health) and Appendix C (Jurisdictional and Register Based Resources) provide indicative Month by month requirements across the entire project.

1.4.1 Resource Analysis - Overview

The Appendices B & C provided indicate not the number of resources but are representing the type of role that is required and by whom.

Health Resources are divided into two types, there are those who have an overall (for the whole project) role and are related to the section in the Project Schedule called Project Management and their role is to oversee and facilitate the Project and Organise the agreed membership of various committees etc to be available for the running of the project. These numbers will be determined during project set up phase.

The second group of Resources are the Subject Matter Experts that are required for specific pieces of work during the project or in the case of Project Information Meetings to arrange the representatives to attend the Webex meetings or in person.

The same is true for the Jurisdictions. There has been no attempt to assign Project Management type roles in an ongoing sense for the Jurisdictions but there are again two categories of resources, those who are management and organising meetings, workshops etc. and those who represent specific Skill sets required to be present at scheduled workshops, requirements gathering meetings, Training sessions and ‘go live’ activities.

The Appendices B and C reflect this division and should be read in context of the Project Schedule.

In Summary then:

- Project Management EFT for Health have a responsibility for Oversight and Management of Health and Jurisdictional Communication and Organisation for Project Level Tasks and have an ongoing Role. They have been assigned a percentage of a full EFT over the life of their part of the project.
- Jurisdictional Liaison Roles are responsible for arranging appropriate resources for meetings, working groups, Road Shows, Training etc.
- Health and Jurisdictional specific Subject Matter Experts or having indicative skill sets are assigned (1 only as an indicator) to specific events such as requirements gathering, data validation and acceptance testing.

1.4.2 Telstra Resource Analysis - Overview

Schedule 3, Schedule 5 and the Project Schedule provide resources and timing for the delivery of Key Personal and other resource personal for the Implementation Planning, Transition and Operation of the Registry.

Telstra has put in place a detailed and costed summary of necessary resources to support the successful implementation of the Registry. In line with the detail provided the recruitment strategy employed includes:

Pre contract signing – the identification and early engagement of key staff once Telstra has been identified as Preferred Tender, at no cost risk to Health.

Upon Contract Signing – Telstra will begin the process of engagement of implementation and transition staff to begin work immediately on delivery according to the detailed design transition and implementation planning. In addition this will include advertising and contacting pre-identified staff who are adequately skilled and known to Telstra who possess the capability to fulfil roles who have not been able to be contacted prior to this time due to probity and confidentiality requirements imposed under RFT conditions.

During the early engagement of Jurisdictions – Telstra will work with each state and territory to identify uniquely skilled jurisdictional based personal to identify candidates suitable for register roles who would add capability to the operation and support jurisdictional understanding and acceptance of the new Registry operation. The approach of identifying state and territory based personal will lower the risk of transition and implementation and would complement the NCSR staff knowledge base.

During Transition – the identification of subject matter experts in the area of Bowel and Cervical will increase program awareness and assist the transition of data knowledge transfer in preparation for go-live.

1.4.3 Telstra Recruitment Strategy

Telstra has a deep level of understanding with regards to the requirements necessary to facilitate appropriate recruitment strategies. This begins with early talent identification for the recruitment of specialised Implementation resources all the way through to operational Key Personal talent risk profiling. Telstra will support the Registry from the time of identification of preferred tenderer to ensure the personal is supported and in place.

Telstra is one of Australia's largest employers. Telstra will put in place well-resourced HR support strategies to ensure the success of the NCSR including:

- A skilled workforce
- Robust succession management and planning program
- A safe work environment where diversity of thought and capability is encouraged
- A fair processes

1.5 Appendix A Telstra Health Resources Schedule Summary – Sourced from the Pricing Tables

It is important to note that while it may appear that certain resources are over allocated, this is because a generic resource type has been used and a number higher than 20 days in one month indicates more than one FTE of that resource type is required or that the role is organisational or responsibility is to be delegated.

Design - Planning	Year 0 Mth 1 (Mar16)	Year 0 Mth 2 (Apr16)	Year 0 Mth 3 (May16)	Year 0 Mth 4 (Jun16)	Year 0 Mth 5 (Jul16)	Year 0 Mth 6 (Aug16)	Year 0 Mth 7 (Sep16)	Year 0 Mth 8 (Oct16)	Year 0 Mth 9 (Nov16)	Year 0 Mth 10 (Dec16)	Year 0 Mth 11 (Jan17)	Year 0 Mth 12 (Feb17)	Year 0 Mth 13 (Mar17)	Year 0 Mth 14 (Apr17)	Total
Business Analyst	0.0	17.0	22.0	22.0	21.0	27.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	109.0
Project Manager	0.0	0.0	0.0	0.0	0.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0
Senior Business Analyst		2.0													2
Senior Call Centre Manager	0.0	18.0	22.0	82.0	37.0	43.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	203.0
Senior Data Analyst			5.0												5
Senior Developer	5.0														5
Senior Software Product Specialist	17.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	25.0
Software Industry SME		5.0													5
Software Product Specialist	7.0	13.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	20.0
Systems Analyst	17.0	23.0	22.0	22.0	21.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	125.0
Test Manager	5.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	7.0
	51	**86**	**71**	**126**	**79**	**98**	**1**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**512**

Design - Detailed Design	Year 0 Mth 1 (Mar16)	Year 0 Mth 2 (Apr16)	Year 0 Mth 3 (May16)	Year 0 Mth 4 (Jun16)	Year 0 Mth 5 (Jul16)	Year 0 Mth 6 (Aug16)	Year 0 Mth 7 (Sep16)	Year 0 Mth 8 (Oct16)	Year 0 Mth 9 (Nov16)	Year 0 Mth 10 (Dec16)	Year 0 Mth 11 (Jan17)	Year 0 Mth 12 (Feb17)	Year 0 Mth 13 (Mar17)	Year 0 Mth 14 (Apr17)	Total
Business Analyst	3.0	3.0	0.0	12.0	76.0	133.0	59.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	286.0
Consultant		16.0	4.0												20
Data Integration Developer						13.0	7.0								20
Senior Data Manager						5.0									5
Data Modeller	0.0	0.0	0.0	19.0	40.0	16.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	76.0
Developer	0.0	0.0	0.0	0.0	0.0	3.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0
Report Developer	0.0	0.0	0.0	0.0	0.0	3.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0
Senior Systems Analyst	0.0	0.0	0.0	0.0	0.0	3.0	15.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	18.0
Senior Architect						1.0									1
Senior Business Analyst	0.0	0.0	0.0	7.0	12.0	15.5	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	35.5
Senior Call Centre Manager	0.0	0.0	0.0	0.0	6.0	48.0	9.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	63.0
Senior Data Integration Developer	0.0	0.0	0.0	0.0	7.5	14.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	22.5
Senior Software Product Specialist	14.0	0.0	0.0	0.0	4.5	26.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	60.5
Software Industry SME	0.0	0.0	0.0	16.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	18.0
Software Product Specialist	0.0	0.0	0.0	16.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	18.0
Systems Analyst	0.0	0.0	0.0	0.0	3.0	43.5	8.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	55.0
Technical Engineer						13.0	7.0								20
Tester	0.0	0.0	0.0	0.0	3.0	39.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	50.0
Trainer						5.0									5
	17	**19**	**4**	**70**	**156**	**381**	**139**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**786**

Build - Installation & Configuration	Year 0 Mth 1 (Mar16)	Year 0 Mth 2 (Apr16)	Year 0 Mth 3 (May16)	Year 0 Mth 4 (Jun16)	Year 0 Mth 5 (Jul16)	Year 0 Mth 6 (Aug16)	Year 0 Mth 7 (Sep16)	Year 0 Mth 8 (Oct16)	Year 0 Mth 9 (Nov16)	Year 0 Mth 10 (Dec16)	Year 0 Mth 11 (Jan17)	Year 0 Mth 12 (Feb17)	Year 0 Mth 13 (Mar17)	Year 0 Mth 14 (Apr17)	Forecast Total Per Resource
Business Analyst	0.0	0.0	0.0	0.0	2.0	0.0	17.5	21.0	1.5	0.0	0.0	0.0	0.0	0.0	42.0
Consultant	0.0	0.0	10.0	5.0	17.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	32.0
Developer	0.0	0.0	0.0	0.0	0.0	15.5	43.9	47.0	11.4	0.0	0.0	0.0	0.0	0.0	117.8
Senior Systems Analyst			3.0												3
Senior Architect	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	8.0
Senior Call Centre Manager	0.0	0.0	1.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.0
Senior Data Integration Developer	0.0	0.0	0.0	0.0	0.0	15.5	22.0	21.0	1.5	0.0	0.0	0.0	0.0	0.0	60.0
Senior Developer	0.0	0.0	0.0	0.0	0.0	0.0	18.8	30.0	30.0	5.3	0.0	0.0	0.0	0.0	84.0
Senior Data Integration Developer	0.0	0.0	0.0	0.0	0.0	0.0	83.1	96.0	31.1	0.0	0.0	0.0	0.0	0.0	210.3
Trainer					2.0										2
	-	-	14	5	23	31	185	215	84	5	-	-	-	-	562

Build - Customisation	Year 0 Mth 1 (Mar16)	Year 0 Mth 2 (Apr16)	Year 0 Mth 3 (May16)	Year 0 Mth 4 (Jun16)	Year 0 Mth 5 (Jul16)	Year 0 Mth 6 (Aug16)	Year 0 Mth 7 (Sep16)	Year 0 Mth 8 (Oct16)	Year 0 Mth 9 (Nov16)	Year 0 Mth 10 (Dec16)	Year 0 Mth 11 (Jan17)	Year 0 Mth 12 (Feb17)	Year 0 Mth 13 (Mar17)	Year 0 Mth 14 (Apr17)	Total
Business Analyst	0.0	0.0	0.0	12.0	26.0	15.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	58.0
Data Manager	0.0	0.0	0.0	0.0	10.0	24.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	35.0
Developer	0.0	22.0	50.0	47.0	41.0	13.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	173.0
Report Developer	0.0	0.0	0.0	17.0	23.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0
Senior Business Analyst						10.0									10
Senior Consultant						19.0	1.0								20
Software Product Specialist						19.0	1.0								20
Trainer						5.0									5
	-	22	50	76	100	105	8	-	-	-	-	-	-	-	361

Build - Data Conversion	Year 0 Mth 1 (Mar16)	Year 0 Mth 2 (Apr16)	Year 0 Mth 3 (May16)	Year 0 Mth 4 (Jun16)	Year 0 Mth 5 (Jul16)	Year 0 Mth 6 (Aug16)	Year 0 Mth 7 (Sep16)	Year 0 Mth 8 (Oct16)	Year 0 Mth 9 (Nov16)	Year 0 Mth 10 (Dec16)	Year 0 Mth 11 (Jan17)	Year 0 Mth 12 (Feb17)	Year 0 Mth 13 (Mar17)	Year 0 Mth 14 (Apr17)	Forecast Total Per Resource
Data Integration Developer	0.0	0.0	0.0	44.0	42.0	66.0	42.0	130.0	74.0	44.0	18.0	0.0	0.0	0.0	460.0
Data Modeller	0.0	0.0	0.0	15.0	5.0	15.0	1.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0
Senior Data Analyst	0.0	0.0	0.0	21.0	21.0	23.0	21.0	65.0	33.0	20.0	9.0	0.0	0.0	0.0	213.0
Senior Data Integration Developer	0.0	0.0	2.0	63.0	63.0	69.0	63.0	195.0	99.0	45.0	27.0	0.0	0.0	0.0	626.0
Senior Tester	0.0	0.0	0.0	21.0	21.0	23.0	21.0	65.0	33.0	20.0	9.0	0.0	0.0	0.0	213.0
	-	**-**	**2**	**164**	**152**	**196**	**148**	**459**	**239**	**129**	**63**	**-**	**-**	**-**	**1,552**

Build - Interfaces	Year 0 Mth 1 (Mar16)	Year 0 Mth 2 (Apr16)	Year 0 Mth 3 (May16)	Year 0 Mth 4 (Jun16)	Year 0 Mth 5 (Jul16)	Year 0 Mth 6 (Aug16)	Year 0 Mth 7 (Sep16)	Year 0 Mth 8 (Oct16)	Year 0 Mth 9 (Nov16)	Year 0 Mth 10 (Dec16)	Year 0 Mth 11 (Jan17)	Year 0 Mth 12 (Feb17)	Year 0 Mth 13 (Mar17)	Year 0 Mth 14 (Apr17)	Total
Business Analyst	0.0	15.0	22.0	7.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	44.0
Data Modeller						11.0	19.0								30
Developer	0.0	13.5	43.5	32.0	14.5	21.5	18.5	1.5	1.5	0.0	0.0	0.0	0.0	0.0	146.5
Senior Architect	0.0	12.0	21.0	22.0	20.8	34.0	49.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	158.8
Senior Business Analyst						11.0	19.0								30
Senior Software Product Specialist	0.0	0.0	0.0	0.0	0.0	12.0	38.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	50.0
Tester	0.0	2.0	2.0	6.0	0.0	41.0	24.0	11.0	14.0	0.0	0.0	0.0	0.0	0.0	100.0
	-	**43**	**89**	**67**	**35**	**131**	**168**	**13**	**16**	**-**	**-**	**-**	**-**	**-**	**559**

Build - Integrations	Year 0 Mth 1 (Mar16)	Year 0 Mth 2 (Apr16)	Year 0 Mth 3 (May16)	Year 0 Mth 4 (Jun16)	Year 0 Mth 5 (Jul16)	Year 0 Mth 6 (Aug16)	Year 0 Mth 7 (Sep16)	Year 0 Mth 8 (Oct16)	Year 0 Mth 9 (Nov16)	Year 0 Mth 10 (Dec16)	Year 0 Mth 11 (Jan17)	Year 0 Mth 12 (Feb17)	Year 0 Mth 13 (Mar17)	Year 0 Mth 14 (Apr17)	Total
Business Analyst	0.0	13.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	33.0
Data Integration Developer															-
Developer	0.0	13.0	23.0	49.0	15.0	18.0	7.0	7.0	0.0	0.0	0.0	0.0	0.0	0.0	132.0
Senior Architect	0.0	9.0	22.0	22.0	20.0	13.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	86.0
Senior Business Analyst	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Senior Data Analyst				0.4	16.3	6.6									23
Senior Data Manager	0.0	0.0	0.0	0.0	8.9	21.4	16.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	46.7
Senior Technical Engineer				0.4	16.3	14.4									31
Senior Tester	0.0	0.0	0.0	0.0	8.9	21.4	16.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	46.7
Systems Analyst	0.0	0.0	0.0	0.8	42.8	56.8	16.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	116.7
Technical Engineer				0.4	16.3	14.4									31
Tester	0.0	3.3	4.0	4.0	3.0	0.0	12.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	34.3
	-	**38**	**69**	**77**	**148**	**166**	**68**	**15**	**-**	**-**	**-**	**-**	**-**	**-**	**581**

Build - Testing	Year 0 Mth 1 (Mar16)	Year 0 Mth 2 (Apr16)	Year 0 Mth 3 (May16)	Year 0 Mth 4 (Jun16)	Year 0 Mth 5 (Jul16)	Year 0 Mth 6 (Aug16)	Year 0 Mth 7 (Sep16)	Year 0 Mth 8 (Oct16)	Year 0 Mth 9 (Nov16)	Year 0 Mth 10 (Dec16)	Year 0 Mth 11 (Jan17)	Year 0 Mth 12 (Feb17)	Year 0 Mth 13 (Mar17)	Year 0 Mth 14 (Apr17)	Total
Business Analyst	0.0	0.0	0.0	0.0	6.7	0.0	0.0	9.0	26.0	12.0	12.0	33.0	0.0	0.0	98.7
Systems Administrator	0.0	0.0	0.0	0.0	0.0	1.0	19.0	25.0	80.0	35.0	15.0	0.0	0.0	0.0	175.0
Data Modeller	0.0	0.0	3.0	0.0	6.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	9.7
Developer	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	10.0	5.0	2.0	0.0	0.0	0.0	21.0
Senior Business Analyst	0.0	0.0	0.0	0.0	0.0	1.0	19.0	5.0	31.0	7.0	18.0	13.0	4.0	0.0	98.0
Senior Developer	0.0	11.0	0.0	0.0	6.7	0.0	0.0	4.0	25.0	5.0	2.0	0.0	0.0	0.0	53.7
Senior Software Product Specialist	0.0	14.3	18.2	6.8	3.2	0.0	0.0	0.0	15.0	0.0	0.0	0.0	0.0	0.0	57.5
Senior Tester	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	10.5	19.5	54.5	5.5	2.0	0.0	96.0
Software Industry SME	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	15.0	0.0	0.0	0.0	15.0
Software Product Specialist	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	18.0	16.0	6.0	0.0	40.0
Technical Engineer	0.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	5.0	0.0	0.0	0.0	0.0	0.0	15.0
Test Manager	0.0	12.8	21.0	11.0	10.3	2.8	0.0	0.0	15.0	0.0	0.0	0.0	0.0	0.0	73.0
Tester	0.0	13.3	21.0	24.2	0.0	0.0	0.0	5.0	31.5	21.5	40.5	5.5	4.0	0.0	166.5
	-	**62**	**63**	**42**	**33**	**5**	**38**	**56**	**249**	**105**	**177**	**73**	**16**	**-**	**919**

Build - Remainging Activities	Year 0 Mth 1 (Mar16)	Year 0 Mth 2 (Apr16)	Year 0 Mth 3 (May16)	Year 0 Mth 4 (Jun16)	Year 0 Mth 5 (Jul16)	Year 0 Mth 6 (Aug16)	Year 0 Mth 7 (Sep16)	Year 0 Mth 8 (Oct16)	Year 0 Mth 9 (Nov16)	Year 0 Mth 10 (Dec16)	Year 0 Mth 11 (Jan17)	Year 0 Mth 12 (Feb17)	Year 0 Mth 13 (Mar17)	Year 0 Mth 14 (Apr17)	Total
Business Analyst	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	10.0	0.0	0.0	0.0	0.0	0.0	10.0
Systems Administrator	0.0	0.0	0.0	0.0	0.0	0.0	2.0	20.0	3.0	0.0	0.0	0.0	0.0	0.0	25.0
Developer											5.0				5
Senior Architect	0.0	0.0	3.2	5.9	5.6	6.2	5.9	5.6	5.9	5.9	5.9	5.4	6.2	3.2	65.0
Senior Business Analyst	0.0	0.0	0.0	0.0	0.0	0.0	7.0	20.0	3.0	0.0	0.0	0.0	0.0	0.0	30.0
Senior Call Centre Manager	0.0	0.0	0.0	0.0	0.0	0.0	2.0	20.0	3.0	0.0	0.0	0.0	0.0	0.0	25.0
Senior Developer	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	12.5	2.5	0.0	0.0	15.0
Senior Software Product Specialist							5.0								5
Software Industry SME	0.0	0.0	6.4	11.8	11.3	12.4	11.8	11.3	11.8	11.8	11.8	10.7	12.4	6.4	130.0
Software Product Specialist	0.0	0.0	5.5	10.0	9.5	10.5	10.0	9.5	10.0	10.0	10.0	9.1	10.5	5.5	110.0
Trainer	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	20.0	0.0	0.0	0.0	0.0	0.0	20.0
	-	**-**	**15**	**28**	**26**	**29**	**44**	**86**	**67**	**28**	**45**	**28**	**29**	**15**	**440**

Run - Training	Year 0 Mth 1 (Mar16)	Year 0 Mth 2 (Apr16)	Year 0 Mth 3 (May16)	Year 0 Mth 4 (Jun16)	Year 0 Mth 5 (Jul16)	Year 0 Mth 6 (Aug16)	Year 0 Mth 7 (Sep16)	Year 0 Mth 8 (Oct16)	Year 0 Mth 9 (Nov16)	Year 0 Mth 10 (Dec16)	Year 0 Mth 11 (Jan17)	Year 0 Mth 12 (Feb17)	Year 0 Mth 13 (Mar17)	Year 0 Mth 14 (Apr17)	Total
Systems Administrator	0.0	0.0	0.0	0.0	0.0	0.0	15.0	50.0	0.0	0.0	0.0	0.0	0.0	0.0	65.0
Trainer	0.0	0.0	0.0	0.0	0.0	0.0	3.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	13.0
	-	**-**	**-**	**-**	**-**	**-**	**18**	**60**	**-**	**-**	**-**	**-**	**-**	**-**	**78**

Run - Go Live Support	Year 0 Mth 1 (Mar16)	Year 0 Mth 2 (Apr16)	Year 0 Mth 3 (May16)	Year 0 Mth 4 (Jun16)	Year 0 Mth 5 (Jul16)	Year 0 Mth 6 (Aug16)	Year 0 Mth 7 (Sep16)	Year 0 Mth 8 (Oct16)	Year 0 Mth 9 (Nov16)	Year 0 Mth 10 (Dec16)	Year 0 Mth 11 (Jan17)	Year 0 Mth 12 (Feb17)	Year 0 Mth 13 (Mar17)	Year 0 Mth 14 (Apr17)	Total
Systems Adminsistrator										2.5	55.0	50.0	57.5	50.0	215
Senior Call Centre Manager										3.0	66.0	60.0	69.0	60.0	258
Technical Engineer										1.0	22.0	20.0	23.0	20.0	86
	0.0	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**13.0**	**284.0**	**264.0**	**302.0**	**261.0**	**559**

Project Management	Year 0 Mth 1 (Mar16)	Year 0 Mth 2 (Apr16)	Year 0 Mth 3 (May16)	Year 0 Mth 4 (Jun16)	Year 0 Mth 5 (Jul16)	Year 0 Mth 6 (Aug16)	Year 0 Mth 7 (Sep16)	Year 0 Mth 8 (Oct16)	Year 0 Mth 9 (Nov16)	Year 0 Mth 10 (Dec16)	Year 0 Mth 11 (Jan17)	Year 0 Mth 12 (Feb17)	Year 0 Mth 13 (Mar17)	Year 0 Mth 14 (Apr17)	Total
Consultant	60.0	80.0	88.0	84.0	84.0	92.0	84.0	84.0	84.0	80.0	80.0	80.0	88.0	68.0	1136.0
IT Register Service Delivery Manager	23.0	21.0	22.0	22.0	21.0	23.0	22.0	21.0	22.0	22.0	22.0	20.0	23.0	20.0	304
Operational Service Delivery Executive	65.2	70.4	74.8	73.8	71.4	78.2	73.8	71.4	73.8	72.8	72.8	68.0	77.2	65.0	1008.6
Operations Service Delivery Manager	18.0	36.0	44.0	44.0	42.0	46.0	44.0	42.0	44.0	44.0	44.0	40.0	46.0	40.0	574.0
Project Manager	0.0	15.0	39.0	44.0	42.0	46.0	44.0	42.0	44.0	44.0	42.0	20.0	23.0	20.0	465.0
Senior Architect							8.8	10.5	11.0	11.0	11.0	10.0	11.5	10.0	84
Senior Call Centre Manager		15.0	22.0	22.0	21.0	23.0	22.0	21.0	22.0	22.0	22.0	20.0	23.0	20.0	275
Senior Data Manager	9.0	21.0	22.0	22.0	21.0	23.0	22.0	21.0	22.0	22.0	22.0	20.0	23.0	20.0	290
Senior Mail-House Manager	23.0	21.0	22.0	22.0	21.0	23.0	22.0	21.0	22.0	22.0	22.0	20.0	23.0	20.0	304
Senior Project Manager	18.0	21.0	22.0	22.0	21.0	23.0	25.0	42.0	44.0	44.0	44.0	40.0	46.0	40.0	452.0
Stakeholder and Communications/ Training Manager	18.0	21.0	22.0	22.0	21.0	23.0	22.0	21.0	22.0	22.0	22.0	20.0	23.0	20.0	299
Transition Manager	18.0	21.0	22.0	22.0	21.0	23.0	22.0	21.0	22.0	22.0	22.0	20.0	23.0	20.0	299
Senior Project Manager	23.0	21.0	22.0	22.0	21.0	23.0	22.0	21.0	22.0	22.0	22.0	20.0	23.0	20.0	304
	275	**363**	**422**	**422**	**407**	**446**	**434**	**439**	**455**	**450**	**448**	**398**	**453**	**383**	**5,794**

Appendices B & C provided below represent the type of role that is required and by whom.

Department of Health Resources are divided into two types, there are those who have an overall (for the whole project) role and are related to the section in the Project Schedule called Project Management. Their role is to oversee and facilitate the Project and organise the agreed membership of various committees etc. to be available for the running of the project. These numbers will be determined during project set up phase.

The second group of Resources are the Subject Matter Experts that are required for specific pieces of work during the project or in the case of Project Information Meetings to arrange the representatives to attend the meetings via teleconference, web conference or in person.

The same is true for the Jurisdictions. There has been no attempt to assign Project Management type roles in an ongoing sense for the Jurisdictions but there are again two categories of resources, those who are management and organising meetings, workshops etc. and those who represent specific Skill sets required to be present at scheduled workshops, requirements gathering meetings, Training sessions and 'go live' activities.

The Appendices B and C reflect this division and should be read in the context of the Project Schedule.

In Summary:

- Project Management FTEs for Health have a responsibility for Oversight and Management of Health and Jurisdictional Communication and Organisation for Project Level Tasks and have an ongoing Role. They have been assigned a percentage of a full FTE over the life of their part of the project.
- Jurisdictional Liaison Roles are responsible for arranging appropriate resources for meetings, working groups, Road Shows, Training etc.

Health and Jurisdictional specific Subject Matter Experts or those having indicative skill sets are assigned (1 only as an indicator) to specific events such as requirements gathering, data validation and acceptance testing.

The Department of Health and Jurisdictional Resources nominated serve as an initial reference point. The roles and the final contribution (days) effort to be agreed with the Department of Health and the jurisdictions.

1.6 Appendix B Health Management and Specialist Resource Schedule – Sourced from Project Schedule

It is to be noted here that the exact make up of any Meeting will be determined finally by Health. The resources Identified here are associated directly with the detailed resource schedule that is incorporated in the Project Schedule for the National Cancer Screening Register Projects.

While it may appear that certain resources are over allocated below, this is because a generic resource type has been used and a number higher than 20 days in one month indicates more than one FTE of that resource type is required or that the role is organisational or responsibility is to be delegated.

Resource Name	Total Work DAYS	Mar 2016	Apr 2016	May 2016	Jun 2016	Jul 2016	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017
Specialist Skills																	
DBA - Health	7-9.0								2.0	2.0	2.0	3.0					
Technical Engineer - Health	16-28.0			18.00	10.00												
Senior Data Analyst - Health	6-10.0						9.0	1.0									
Management and Co-ordination – Note Op. Service Del'y Exec. - Health Exec. Support – is a Co-Ordination Role for Tasks for PMO and Specialist																	
Operational Service Health - PMO - Executive Sponsor	40-62.4	4.0	4.0	4.4	4.2	4.2	4.6	4.2	4.2	4.2	4.0	4.0	4.0	4.4	3.4	4.6	2.6
Op. Service Del'y Support *	120-277.0			24	21.00	9.0	72.0	50.0	5.0	9.0	13.0	8.0	34.0	8.0	16.0	8.0	14.0
Program Manager - Health - PMO	56-74.6	1.0	4.0	5.4	5.4	5.2	5.6	5.4	5.2	5.4	5.4	5.4	5.0	5.6	5.0	5.6	3.8
Program Manager (Bowel) - Health - PMO	22-46.2					2.6	4.6	4.4	4.2	4.4	4.4	4.4	4.0	4.6	4.0	4.6	2.8

Program Manager (Cervical) - Health - PMO	58-132.7	4.1	8.9	9.3	9.3	8.9	9.7	9.3	8.9	9.3	9.3	9.3	8.5	9.7	8.5	9.7	6.1

1.7 Appendix C Health Jurisdictions Management Resource Schedule – Sourced from Project Schedule

It is to be noted here that the exact make up of any Meeting will be determined finally by Health and the Jurisdictions. The resources Identified here are associated directly with the detailed resource schedule that is incorporated in the Project Schedule for the National Cancer Screening Register.

It is important to also note that while it may appear that certain resources are over allocated, this is because a generic resource type has been used and a number higher than 20 days in one month indicates more than one FTE of that resource type is required or that the role is organisational or responsibility is to be delegated.

Resource Name	Total Work DAYS	Mar 2016	Apr 2016	May 2016	Jun 2016	Jul 2016	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017
Data Modeller - J1	**48**				**16**	**5**	**15**		**12**								
Data Modeller - J2	**48**				**16**	**5**	**15**		**12**								
Data Modeller - J3	**48**				**16**	**5**	**15**		**12**								
Data Modeller - J4	**44**				**15**	**6**	**15**		**8**								
Data Modeller - J5	**47**				**14**	**7**	**15**		**9**	**2**							
Data Modeller - J6	**48**				**14**	**7**	**15**		**8**	**4**							
Data Modeller - J7	**47**				**14**	**7**	**15**		**6**	**5**							
Data Modeller - J8	**48**				**14**	**7**	**15**		**6**	**6**							
DBA - J1	**10**				**2**				**8**								
DBA - J2	**10**				**2**				**8**								
DBA - J3	**10**				**2**				**8**								
DBA - J4	**9**				**1**	**1**			**7**								
DBA - J5	**9**					**2**			**5**	**2**							
DBA - J6	**10**					**2**			**4**	**4**							
DBA - J7	**9**					**2**			**2**	**5**							
DBA - J8	**10**					**2**			**2**	**6**							
Senior Data Analyst - J1	**2**				**2**												

Resource Name	Total Work DAYS	Mar 2016	Apr 2016	May 2016	Jun 2016	Jul 2016	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017
Senior Data Analyst - J2	2				2												
Senior Data Analyst - J3	2				2												
Senior Data Analyst - J4	2				1	1											
Senior Data Analyst - J5	2					2											
Senior Data Analyst - J6	2					2											
Senior Data Analyst - J7	2					2											
Senior Data Analyst - J8	2					2											
Stakeholder and Communications/ Training Manager - All Jurisdictions	116		1	1	1	1	1	3	21	54	1	1	1	20	15	1	1
Stakeholder and Communications/ Training Manager - J1	31		2		2				4		18	5					
Stakeholder and Communications/ Training Manager - J2	30		2		2				4		1	21					
Stakeholder and Communications/ Training Manager - J3	29		2		2				4			12	9				
Stakeholder and Communications/ Training Manager - J4	28		1	1	1	1			4			1	19				
Stakeholder and Communications/ Training Manager - J5	28			2		2			3	1			16	4			
Stakeholder and Communications/ Training Manager - J6	29			2		2			2	2			11	10			
Stakeholder and Communications/ Training Manager - J7	29			2		2			2	2			6	15			
Stakeholder and Communications/ Training Manager - J8	50			2		2			2	2			1	27	14		

1.8 Transition Program Resources

Proposed personnel for the Telstra Transition Project Team

Position	Member	Project Role
Senior Executive Sponsor	Professor Ruth Salom	Overseeing role
Account Executive	George Patapis	
Service Delivery Executive Manager	Quinton Swann	
Implementation and Transition Program Manager	Peter Day	Co-ordination of project including chairing and minutes of meetings, maintenance of project schedule, monitoring progress reporting progress to other key stakeholders.
IT Project Manager	Russel Duncan	Single point of accountability for implementation and transition Management of master schedule Consistent tools, processes Manage communications between the teams and stakeholders Project status reporting
Service Delivery ICT Manager	Peter Small	ICT Connectivity Project contact and input
Service Delivery Operations Manager	Chris Jeffs	
Quality Manager	TBA	
Education and Training Officer / Web Master	TBA	
Medical Education Officers	TBA	Provide input into clinical engagement
Bowel Screening Senior Manager	TBA	Technical input for Bowel and Cervical Screening Registries
Cervical Screening Senior Manager	TBA	
Call Centre Manager	TBA	Registry operation project contacts and input
Mailhouse Manager	TBA	
Data Manager	TBA	Technical input for workflow and data quality
IT Support Team	TBA	ICT infrastructure including telephones; overall coordination of IT project requirements; ICT connectivity; Interfaces and any other IT development required,
Partners: **Monash DEPM; UHG and Fuji**	TBA	Technical input for Data Quality; Call Centre and Mail house activities.

Position	Member	Project Role
Xerox		
Health Bowel Cancer Registry Key Staff – IT Director; Program Director; Data Manager	TBA	Subject matter expertise in current program and assistance with data integrity
In scope Cervical Registry Staff – IT Director; Program Director; Data Manager	TBA	Subject matter expertise in current program and assistance with data integrity
Current Mailhouse Staff – Program Staff	TBA	Subject matter expertise

a) Transition Staff Resources

The transition process begins almost from day 1 and is intertwined with the Implementation plan. It involves communication (In the form of meetings regarding the progress of the project which have been scheduled and are shown in the detailed project Schedule as a part of this submission), a Road Show in the early stages of the project through to Training and 'Go Live' support and then transitioning the 'Warranty Period' team into Business as Usual Support.

Transition Planning activities begin prior to the 8th of May (which follows WBS 1.3 Milestone for the Approval of the Revised Draft Solution and go ahead from Health). These tasks are depicted in the Project Schedule as a part of Design Planning but actually form a major part of the actual transition process.

Appendix A shows the resourcing that has been specifically and only identified in Transition Planning or in Transition Program Execution Phases but the Implementation Schedule and Implementation Resource Plan actually show the Total Resourcing where these tasks are blended.

b) Specific Data Migration Resource

Given the criticality of this activity, the minimum resources proposed for these activities have been called out (see also Attachment B – Draft Migration Plan). Hardware, Software and Staffing is to be in place as follows:

i) Hardware

Data migration development and testing will be performed on a quad-core server with sufficient storage and backup facilities for copies of all Source Registers and the files needed for their cleansing and transformation. Hardware capacities and configurations will be finalised upon full assessment of the Registers.

ii) Software

Informatica will be used for data migration.

Licenses for the following Informatica products will be provided by Health for the duration of the data migration project:

(1) Data Quality Governance Edition, Multi-core Multi-OS Production License

(2) PowerCenter SE, Multi-core Multi-OS Production License

(3) Data Quality Identity Resolution (DQIR) Country Population Australia Production License

(4) Address Doctor Software Library Multi-core Multi-OS Production License

iii) Staffing

A minimum data migration team is proposed consisting of a Senior Project Manager, a Senior Business Analyst, and Data Integration Developers. Additional positions may be appointed if the data needs to be extracted on-site from one or more Source Registers or if the data requires significant manual cleansing (as per Assumption 1.3.4, custodians of the Source Registers are expected to prepare the data for migration, cleanse the data by removing obvious errors and inconsistencies, and transmit the cleansed data electronically to the Staging Area).

c) Health and State Register Resources

The Telstra Health transition team will collaborate with stakeholders to ensure consistent service delivery is maintained for medical, operational and administrative staff.

The exact requirements for staff from Health and from each State and Territory will be agreed in advance post signing of the contract and during the engagement stage.

Support from Health during the transition of the Bowel Cancer Registry will include, but not be limited to, support from IT, Operations and Policy Divisions. It is envisaged that there would be a requirement for operational staff from the Bowel Program to allow for process mapping and estimated to be two Health staff.

It is envisaged that a requirement for State registry operational staff may include a data manager, IT manager, operations director and program manager, with State Health staff supporting the process. The number would be finalised prior to implementation.

Appendix A) provides indicative month by month requirements across the entire project for specifically designated Transition Resources. It should be noted that the resources indicated in the Appendix are also included in the overall Implementation resources designated in the Implementation Resource Plan. This is because these resources are really intrinsically a part of the total project. The resources represented here are those that are specifically assigned to Transition Designated Tasks in the Project Schedule. We have allocated Health and State resourcing to capture a worst case scenario and depending on the seniority, experience and knowledge of the resources the time required may be significantly less. Additionally if the State Registry data is of good quality, again it will decrease requirements.

iv) Appendix A – Resource Analysis - Overview

The Appendices provided indicate not the number of resources but are representing the type of role that is required and by whom.

Health Resources are divided into two types, there are those who have an overall (for the whole project) role and are related to the section in the Project Schedule called Project Management and their role is to oversee and facilitate the Project and Organise the agreed membership of various committees etc to be available for the running of the project. These numbers will be determined during project set up phase.

The second group of Resources are the Subject Matter Experts that are required for specific pieces of work during the project or in the case of Project Information Meetings to arrange the representatives to attend the meetings via teleconference, web conference or in person.

The same is true for the Jurisdictions. There has been no attempt to assign Project Management type roles in an ongoing sense for the Jurisdictions but there are again two categories of resources, those who are management and organising meetings, workshops etc and those who represent specific Skill sets required to be present at scheduled workshops, requirements gathering meetings, Training sessions and ‘go live’ activities.

The Appendix A reflects this division and should be read in context of the Project Schedule.

In Summary then:

- Project Management FTEs for Health have a responsibility for Oversight and Management of Health and Jurisdictional Communication and Organisation for Project Level Tasks and have an ongoing Role. They have been assigned a percentage of a full FTE over the life of their part of the project.
- Jurisdictional Liaison Roles are responsible for arranging appropriate resources for meetings, working groups, Road Shows, Training etc
- Health and Jurisdictional specific Subject Matter Experts or having indicative skill sets are assigned (1 only as an indicator) to specific events such as requirements gathering, data validation and acceptance testing.

d) Appendix A Transition Staff Resources – Sourced from NCSR Project Schedule

The Transition planning and execution is intrinsic to the entire Implementation and Transition Phases of the roll out of the NCSR for Health. As such the resourcing levels here reflect only those tasks that are solely involved in the Transition Phase of the project. The Road Show, Requirements Gathering, Involvement in Data Quality and then finally the creation and deliver of Training Materials to provide the broadest spectrum of first time users of the New Registry Service training that is convenient, contextual and timely. The resources reflected here and their disbursement in the delivery period reflect the final preparation of Training Materials, the delivery of those Materials and more importantly access to facilities delivered over the NET (Webinars, Webex, Recorded training, on line Manuals and Tutorials), Phone Support and if arranged face to face sessions with groups of trainees and finally 'Train the Trainer' type Super Users for local face to face support by 'super users'.

It is important to note that while it may appear that certain resources are over allocated, this is because a generic resource type has been used and a number higher than 20 days in one month indicates more than one FTE of that resource type is required or that the role is organisational or responsibility is to be delegated.

The Department of Health and Jurisdictional Resources nominated serve as an initial reference point. The roles and the final contribution (days) effort to be agreed with the Department and the jurisdictions. We indicate a high and low number for Health and Jurisdictions, as we do not know the staff or their capability. ,The number of days will depend on the experience and capability of staff as well as the quality of data within the registry.

Health and Jurisdictional Resources (Liaison or SME)	Total Days	Mar -16	Apr -16	May -16	Jun -16	Jul-16	Aug -16	Sep -16	Oct -16	Nov -16	Dec -16	Jan -17	Feb -17	Mar -17	Apr -17	May -17	Jun -17
Transition - Planning and Preparation																	
Senior Consultant - Health - Communications Manager	**24 -74**						**19**	**13**						**7**	**15**	**7**	**13**
Transition - Program Execution																	
Data Modeller - Health	**22- 46**				**15**	**5**	**17**	**1**	**4**	**4**							
Operational Service Delivery Executive - Health Executive Sponsor(s)	**10-20**						**13.5**	**6.5**									
Senior Program Manager - Health - PMO	**4-8**	**0.5**	**0.5**	**0.5**	**0.5**	**0.5**	**0.5**	**0.5**	**0.5**	**0.5**	**0.5**	**0.5**	**0.5**	**0.5**	**0.5**	**0.5**	**0.5**
Stakeholder and Communications/ Training Manager - All Jurisdictions	**52-116**	**0.5**	**0.5**	**0.5**	**0.5**	**0.5**	**0.5**	**2.5**	**20.5**	**53.5**	**0.5**	**0.5**	**0.5**	**19.5**	**14.5**	**0.5**	**0.5**
Stakeholder and Communications/	**12-25**					**2**				**2**			**1**	**20**			

Health and Jurisdictional Resources (Liaison or SME)	Total Days	Mar -16	Apr -16	May -16	Jun -16	Jul-16	Aug -16	Sep -16	Oct -16	Nov -16	Dec -16	Jan -17	Feb -17	Mar -17	Apr -17	May -17	Jun -17
Training Manager – J1																	
Stakeholder and Communications/ Training Manager - J2	12-25								2		18	5					
Stakeholder and Communications/ Training Manager - J3	12-24								2		1	21					
Stakeholder and Communications/ Training Manager - J4	10-23								2			12	9				
Stakeholder and Communications/ Training Manager - J5	10-22								2			1	19				
Stakeholder and Communications/ Training Manager - J6	10-22								2				16	4			
Stakeholder and Communications/ Training Manager - J7	10-23								2				11	10			
Stakeholder and Communications/ Training Manager - J8	10-23								2				6	15			

v) NCSR Management and Specialist Resource Schedule – Sourced from Pricing Tables

It is to be noted here that the exact make up of any Meeting will be determined finally by Health. The resources Identified here are associated directly with the detailed resource schedule that is incorporated in the Project Schedule for the National Cancer Screening Register Projects. The below list is itemises some very specific resources which represent either organisational or specialist functions required to be enabled by Health. The resources below will be supported by the Project Management resources in Section 1.5 Appendix A.

Transition - Planning & Preparation	Year 0 Mth 1 (Mar16)	Year 0 Mth 2 (Apr16)	Year 0 Mth 3 (May16)	Year 0 Mth 4 (Jun16)	Year 0 Mth 5 (Jul16)	Year 0 Mth 6 (Aug16)	Year 0 Mth 7 (Sep16)	Year 0 Mth 8 (Oct16)	Year 0 Mth 9 (Nov16)	Year 0 Mth 10 (Dec16)	Year 0 Mth 11 (Jan17)	Year 0 Mth 12 (Feb17)	Year 0 Mth 13 (Mar17)	Year 0 Mth 14 (Apr17)	Total
Business Analyst	0.0	0.0	0.0	0.0	8.0	15.0	18.0	13.0	0.0	0.0	0.0	0.0	0.0	0.0	54.0
Senior Business Analyst	0.0	0.0	0.0	0.0	0.0	12.0	8.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	23.0
Senior Software Product Specialist	0.0	0.0	0.0	0.0	8.0	3.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	21.0
Trainer								5.0							5
	-	**-**	**-**	**-**	**16**	**30**	**36**	**21**	**-**	**-**	**-**	**-**	**-**	**-**	**103**

Australian Government

Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 7

DISENGAGEMENT REQUIREMENTS

Table of Contents

1. Introduction

1.1 General

1.1.1 This **Schedule 7 – Disengagement Requirements** details the Disengagement Services the Service Provider must provide both during the Term as a whole and during the Disengagement Period.

1.1.2 For the purposes of this **Schedule 7 – Disengagement Requirements**, the term 'Removed Services' refers to those Services, either wholly or partially, which are subject to Disengagement unless expressed otherwise.

1.2 Objective

1.2.1 The objectives of Disengagement are to enable Health to:

(a) assess options for substitution of service providers for the Removed Services and the planning for and conduct of a market test or other selection processes (including in-source evaluation and implementation);

(b) plan for the transition of the Removed Services from the Service Provider to Health or other persons (including other nominated service provider(s));

(c) transition the Removed Services from the Service Provider;

(d) enable Health or its nominated service provider(s) to perform the Removed Services in substitution for the Service Provider from handover of the Removed Services; and

(e) eliminate or minimise any disruption or deterioration of the Services, or failure to achieve the Service Levels, during and as a result of the handover of Removed Services to Health or to any nominated service provider(s) appointed by Health.

1.3 Cooperation

1.3.1 Subject to this Services Agreement, the Service Provider must cooperate with, and provide all reasonable assistance to:

(a) Health during the Initial Term, any Extended Term and any Disengagement Period, that is required to enable Health to plan for Disengagement; and

(b) Health and Health's nominated service provider(s) providing services similar to the Services during the Disengagement Period.

1.3.2 The Service Provider will use its best endeavours to work directly with the nominated service provider(s) and acknowledges that Health is not the conduit in the working relationship between the Service Provider and the nominated service provider(s).

2. General Disengagement Assistance

2.1 Overview

2.1.1 This section 2 sets out the general Disengagement Assistance that the Service Provider must provide during the Term of this Services Agreement.

2.1.2 The Disengagement Assistance described in this section 2 must be provided in addition to the Disengagement Assistance to be provided during the Disengagement Period detailed in section 3.

2.1.3 Section 2.2 lists the Disengagement Documentation that the Service Provider must provide as part of the Disengagement Assistance. The Disengagement Plan and Disengagement Deliverables of the Disengagement Documentation must be completed as part of the transition, to the extent possible and as agreed by Health. These two (2) documents must be updated annually within 20 Business Days after the commencement of each Contract Year. When Removed Services occur, the complete Disengagement Documentation must be completed within 20 Business Days after the Service Provider is notified of the removal of Services.

2.1.4 Section 2.2 does not limit the Documentation to be provided by the Service Provider under this Services Agreement. Some of the Disengagement Documentation listed may already have been required to be provided as part of the Services. However, it is also required as part of Disengagement.

2.1.5 Upon Health's Acceptance of the Disengagement Documentation, the Disengagement Documentation will be expressly incorporated into this Services Agreement as attachments to this **Schedule 7 - Disengagement Requirements**.

2.1.6 Any Acceptance of Disengagement Documentation by Health will not in any way reduce the Service Provider's obligations under this Services Agreement, including its obligations to provide Disengagement Services as set out in this **Schedule 7 - Disengagement Requirements**.

2.1.7 Health is not liable for any Charges or other fees or expenses incurred by the Service Provider as a result of the provision of general Disengagement Assistance by the Service Provider in accordance with this section 2. The only Charges payable for Disengagement are identified in section 3.13.

2.1.8 The Service Provider must not interfere to Health's detriment and must act ethically in relation to any future procurement process conducted by Health for services similar to the Services, and must comply with all directions of Health concerning participation in such a process.

2.2 Disengagement Documentation

2.2.1 The Service Provider must develop and maintain during the Term the following minimum Disengagement Documentation, which addresses the requirements specified in this **Schedule 7 - Disengagement Requirements**:

(a) Disengagement Plan (Attachment A);

(b) Disengagement Deliverables (Attachment B);

(c) Disengagement Project Schedule (Attachment C);

(d) Resource Plan (Attachment D);

(e) Risk Register (Attachment E);

(f) Designs (Attachment F); and

(g) Acceptance Test Plan (Attachment G).

2.3 Disengagement Plan

2.3.1 The Disengagement Plan must at a minimum contain the following:

(a) Disengagement strategy and approach, including strategies to:

(i) cutover Removed Services to Health's nominated service provider(s);

(ii) minimise disruption and provide continuation of Services;

(iii) conduct Data migration;

(iv) share operational and business information and knowledge with Health's nominated service provider(s), including training;

(v) transfer Assets;

(vi) novate/assign Third Party Agreements and Software Licences to Health's nominated service provider(s);

(vii) engage Health's nominated service provider(s);

(viii) handover the Register Configuration Management Database to Health or Health's nominated service provider(s);

(ix) handover Data held within the ITSM to Health or Health's nominated service provider(s);

(x) ensure Health's security requirements continue to be met;

(xi) return or, at Health's request, destroy Health Confidential Information;

(xii) allow Health or Health's nominated service provider(s) access to Systems used to provide the Services;

(xiii) provide migration assistance including, as applicable, segregation and migration of environments, Equipment, Systems, tools, communication links, Software and Data required in relation to the Disengagement, relating to specific business programs and specific to Health or Stakeholders;

(xiv) provide for the integration of environments, Equipment, Systems, tools, communication links, Software and Data required in relation to the Disengagement, including without limitation, integration between:

A the Removed Services to be provided by Health or any Health nominated service provider(s) and the Services (if any) to be retained by the Service Provider; and

B Health and any of Health's nominated service provider(s), business partners and external users;

(xv) support Health's nominated service provider(s) once the Service has transitioned to the new support arrangement during the Disengagement Period; and

(xvi) handover operational and management processes and procedures, including the Policies and Procedures Manual;

(b) scope of the Disengagement;

(c) relevant Documents – detailing Documents referenced in putting together the Disengagement Plan and their versions;

(d) Disengagement Deliverables - including a summary section and an attachment containing the Disengagement Deliverables spreadsheet as per section 2.4;

(e) Acceptance process for the Disengagement – summary of the process and an attachment containing the Acceptance Test Plan as per section 2.9;

(f) key Milestones – summary and an attachment containing the Disengagement Project Schedule as per section 2.5;

(g) critical path drivers - details of what major tasks and activities are the major drivers on the critical path and require special management attention;

(h) dependencies – identified dependencies the Disengagement has. These must be included in the Disengagement Plan and the Disengagement Project Schedule;

(i) assumptions – assumptions that the Service Provider makes in putting the Disengagement Plan together and what information is required to validate those assumptions;

(j) constraints – constraints that limit the Service Provider's Disengagement planning or will limit the Service Provider's ability to execute the Disengagement Plan;

(k) resourcing – a summary of Service Provider, Health, nominated service provider(s) and Other Service Provider resource requirements and an attachment containing the Resource Plan as per section 2.6;

(l) requirements of nominated service provider(s), Health, and Other Service Providers;

(m) Project governance arrangements;

(n) Project team organisation chart;

(o) peer to peer relationship between resources and organisations;

(p) the escalation path for the Disengagement and criteria for escalation;

(q) Project meetings proposed;

(r) Project reporting proposed;

(s) Project records management proposed;

(t) post implementation review activities and stages;

(u) Disengagement methodology to be used;

(v) tools to be used to manage the Disengagement;

(w) Project processes to be used;

(x) Quality Management Plans and controls;

(y) Stakeholder engagement and communication;

(z) Risk Management methodology to be used; and

(aa) key risks – summary and an attachment containing the Risk Register as per section 2.7.

2.4 Disengagement Deliverables

2.4.1 The Disengagement Deliverables must specify all artefacts, products or services that the Service Provider will deliver to enable activation of Services with the nominated service provider(s) and to conclude this Services Agreement. The Disengagement Deliverables includes Deliverables required to be produced by Health or Other Service Providers.

2.4.2 The Service Provider must provide the most up-to-date and accurate version of each Deliverable to the nominated service provider(s).

2.4.3 The Service Provider must provide a completed listing of Disengagement Deliverables in a spreadsheet with the following columns:

(a) "ID" – a unique identifier for the Disengagement Deliverable;

(b) "Source Reference" – a cross reference to this Services Agreement or other Documentation;

(c) "Schedule Reference" – the WBS ID from the Service Provider's Disengagement Project Schedule;

(d) "Acceptance Testing Reference" – the testing identifier for the Disengagement Deliverable;

(e) "Deliverable Name" – a summary name for the Disengagement Deliverable;

(f) "Deliverable Description" – a description of the Disengagement Deliverable;

(g) "Owner" – which organisation is responsible for the Disengagement Deliverable;

(h) "Evidence of Delivery" – a description of the evidence that will be presented to Health to show completion of the Disengagement Deliverable;

(i) "Acceptance Method" – the method of Acceptance Testing that will be used to Accept the Disengagement Deliverable;

(j) "Acceptance Criteria" – what Acceptance Criteria must the Disengagement Deliverable meet to be Accepted as complete, including quality expectations;

(k) "Acceptance Responsibility" – who will be signing off the Disengagement Deliverable;

(l) "Project" – what Service Provider Project within the Disengagement will be responsible for the Disengagement Deliverable; and

(m) "Service" – what Service does the completion of the Disengagement Deliverable contribute to deactivating.

2.4.4 Without limitation, the Disengagement Deliverables must, where relevant to the delivery of the Services and/or Removed Services, include background information including:

(a) base case model(s) and business case(s);

(b) performance histories;

(c) inventories of Infrastructure and Third Party Agreements;

(d) inventories of Services and utilisation levels;

(e) inventories of Documentation related to the Services;

(f) technical and environment descriptions;

(g) scope of Service descriptions;

(h) volume and Charge details for the period requested by Health, including trend information;

(i) resourcing details including the Service Provider Personnel numbers, roles, functions, FTE utilisations by role, work volumes and hours by role and the Service Provider Personnel locations, and if transfer of Service Provider Personnel is anticipated, copies of all relevant awards, employment agreements and employment conditions (subject to restrictions on disclosure of such information);

(j) Health Supplied Items, including costs, space requirements, environmental requirements, maintenance requirements and Infrastructure/service requirements of facilities;

(k) actual performance against Service Levels and historical Service Level performance;

(l) historical performance of each item of Equipment, System and Application;

(m) Health information relevant to Service Desk FAQs, including call analysis scripts and knowledge databases;

(n) Service Desk records (including contact profiles, call patterns and statistics, Incident and Problem tracking, resolution and post Incident review Documentation, security and access control records, and Service Request records), reports and knowledge databases;

(o) capacity, usage, traffic and work load reports and plans;

(p) Change Management Documentation and reports including change and release schedules, statistics, sample historical Change profiles;

(q) trend analysis, where relevant, for any item in this list;

(r) a copy of:

(i) any configuration and/or Equipment databases used to provide the Services;

(ii) technical specifications, schematics, network diagrams including service and configuration details, Designs, copies of scripts and workflow information, connectivity and integration details used exclusively to provide the Services;

(iii) plans required under this Services Agreement; and

(iv) architecture standards and Documentation;

(s) an updated Asset Register, including a full inventory of all:

(i) Software, including up-to-date and accurate product descriptions, version numbers, currency, vendor details, licence and maintenance details, Software configurations, description of function and installation details (including which devices and locations);

(ii) Third Party Agreements, including Software agreements, Equipment agreements, lease agreements, maintenance agreements, and third

party service provider agreements and a description of the products and services provided by the third parties under these Third Party Agreements and any arrangements for novation or issue of a new agreement;

(iii) Health Data stored on Service Provider Equipment and evidence of its removal;

(iv) dedicated Equipment (used solely to provide the Services) and shared Equipment used to perform the Services and/or Removed Services including up-to-date and accurate Equipment numbers, serial numbers, make/model and specifications, maintenance histories, installation dates, end of life details, acquisition/lease details, Net Book Value , warranty and support details, operating System Software details, locations, functionality and role, environment, installed Applications, databases and middleware, third party maintenance agreements;

(v) lease details for all dedicated Equipment and, if there is an obligation on Health to pay in relation to any non-dedicated Equipment, that part of non-dedicated Equipment leased by the Service Provider or Related Body Corporate to provide the Services, that is under lease, whether such leases are in the name of Health or the Service Provider or other person, including details of lease pre-payments, remaining lease payments, residual lease values and early pay-out charges; and

(vi) for Equipment maintenance agreements, all upfront, pre-paid and on-going fees (including variations);

(t) to the extent known, the cost to Health of continuing to use all dedicated Infrastructure, facilities and Third Party Agreements for the performance of the Services and/or Removed Services;

(u) a full inventory of all Services;

(v) a full inventory of all third party communication links and interconnectivity arrangements;

(w) operational procedures, configurations and scripts for each device and component used to perform the Removed Services including, without limitation, start up and shut down procedures, back up and recovery procedures, archiving and data retention procedures, installation, migration and promotion procedures, patch management procedures, Acceptance procedures, testing procedures, security procedures including access control, database administration procedures, scheduling procedures, firewall, load balancer, router rules, protocols and configurations;

(x) Documentation for all object libraries, reference files, scripts and Software tools used to provide the Removed Services;

(y) agreement management procedures;

(z) content listings of all relevant requested data files and copies of control file information;

(aa) a copy of the Policies and Procedures Manual;

(bb) security Documentation, including security audit reports, details of physical and logical security processes and tools, Secure Internet Gateway firewall rules, security standards, policies and procedures;

(cc) an up-to-date and accurate list of all Health Material, New Material, Service Provider Material and Third Party Material as detailed in the Asset Register, including the IP Register;

(dd) details of work in progress including Service Requests and Additional Services;

(ee) Disaster Recovery Plan and Disaster Recovery test results and reports; and

(ff) any other Material held by the Service Provider.

2.4.5 The Service Provider must ensure that all Documentation provided to Health:

(a) is in the format requested by Health (and, where no format is specified, in soft copy format where applicable) and that the Documentation is otherwise readable and useable by Health using existing functionality that is available to Health;

(b) is in a form that will not restrict Health's ability to use the information as part of any assessment or other selection process, including by disclosing the information and Documentation publicly or to select third parties; and

(c) is provided in accordance with the timeframe requested by Health.

2.5 Disengagement Project Schedule

2.5.1 The Service Provider must supply and maintain a Disengagement Project Schedule, in a Microsoft Office Project format, that must at a minimum:

(a) contain all the Disengagement Deliverables;

(b) follow the Disengagement strategy and approach;

(c) contain all detailed tasks to produce the Disengagement Deliverables;

(d) link related or dependent tasks;

(e) have resources or resource types assigned to all tasks, including the Service Provider, Health and Other Service Provider's resources;

(f) show task duration and effort;

(g) contain any risk treatment activities from risk assessments;

(h) show dependencies on other Projects, activities or events that may impact the Disengagement;

(i) clearly specify Disengagement Milestone payments linked to the Disengagement Deliverables that led to meeting the Milestone; and

(j) clearly specify handover dates and the Services that will be deactivated from each handover date including the final handover date under any new agreement.

2.6 Resource Plan

2.6.1 The Service Provider must supply and maintain a Resource Plan that covers the Service Provider, Health, Health's nominated service provider(s) and Other Service Providers that must contain at a minimum:

(a) the Service Provider Personnel required for the duration of the Disengagement;

(b) roles and responsibilities for the Service Provider Personnel including their required security clearance, minimum qualifications and experience;

(c) names (where available) of the Service Provider's primary Service Provider Personnel, their role within the Disengagement, their current security clearance status (including any waiver requirements), and their qualifications and experience;

(d) names (where available) of the Service Provider's secondary Service Provider Personnel, which primary resource they are covering, their current security clearance status (including any waiver requirements), and their qualifications and experience;

(e) Service Provider Personnel effort estimates and duration required for the Disengagement Period;

(f) approach and strategies for recruiting and establishing the resourcing for the Disengagement team; and

(g) strategies for retaining Service Provider Personnel during the Disengagement Period.

2.6.2 The Service Provider Personnel within the Resource Plan must correlate with the Disengagement Project Schedule and Disengagement Charges.

2.6.3 Where the Service Provider proposes a resource that also provides the Services (other than Disengagement Services), the Service Provider must specify how that resource's time will be shared between delivery of the Services and performance of Disengagement Services and must not charge more than once for that resource's time.

2.7 Risk Register

2.7.1 The Service Provider must:

(a) supply and maintain a Risk Register that contains identified risks, risk treatments being applied to reduce the risk profile, and the status of the treatments;

(b) schedule and conduct regular risk workshops with a variety of Stakeholders over the Disengagement Period; and

(c) include risk treatment tasks in the Disengagement Project Schedule.

2.8 Designs

2.8.1 The Service Provider must provide Documentation for Design that details the current solution for the Services.

2.8.2 The Documentation for Design must contain a bill of materials for the current Solution.

2.9 Acceptance Test Plan

2.9.1 The Service Provider must provide an Acceptance Test Plan that must comply with clause 25 of this Service Agreement and contain at a minimum the:

(a) Acceptance Test methodology;

(b) phased approach being followed from unit testing to Acceptance Testing (if applicable);

(c) scope of testing;

(d) Acceptance methods;

(e) test environment requirements;

(f) testing schedule; and

(g) resources required for testing (including the Service Provider, Health and Other Service Provider's resources).

3. Disengagement Assistance during the Disengagement Period

3.1 Overview

3.1.1 This section 3 sets out the Disengagement Assistance that the Service Provider must provide during the Disengagement Period.

3.1.2 The Disengagement Assistance described in this section 3 must be provided in addition to the Disengagement Assistance provided during the Term as detailed in section 2.

3.2 General

3.2.1 During the Disengagement Period:

(a) the Service Provider must provide the Disengagement Assistance as set out in this section 3 for the Disengagement Period; and

(b) the Service Provider must conduct the Disengagement Assistance to meet the objectives specified in section 1.2 including by:

(i) complying with the Disengagement Plan;

(ii) providing all Deliverables, information and assistance necessary to conduct the Disengagement as efficiently and effectively as possible (see sections 2.4 and 3.3);

(iii) minimising Health losses resulting from the Disengagement;

(iv) co-operating and working in conjunction with all parties involved in the Disengagement of the Removed Services including Health, Health's nominated service provider(s) and third parties; and

(v) complying with the governance arrangements and all instructions, protocols, procedures and directions provided by Health in relation to the conduct of the Disengagement of the Removed Services.

3.3 Knowledge Transfer

3.3.1 Subject to this Services Agreement, the Service Provider must, within five (5) Business Days or such other period as agreed with Health after receiving a request from Health:

(a) provide all such assistance and answer all questions which may be required by Health and the nominated service provider(s) in relation to this Services Agreement or the Services;

(b) make Service Provider Personnel available for interviews with Health and the nominated service provider(s);

(c) transfer all knowledge regarding the Services and Removed Services to Health, or Health's nominated representatives, including:

(i) providing Health with all Documentation required, including an updated Policies and Procedures Manual and all relevant Third Party Agreements, to facilitate the provision of the Removed Services by Health or Health's nominated service provider(s);

(ii) assuming responsibility for continued performance of the Removed Services in an orderly manner and so as to minimise disruption to Health's business;

(iii) providing key support contact details for the Service Provider Personnel and third party service provider personnel, including a contact listing of current potential alternative sources of resources, including skilled labour and spare Equipment and parts;

(iv) providing information regarding Additional Services, Service Requests and Projects in progress at the commencement of the Disengagement Period. This information must be updated by the Service Provider at the end of the Disengagement Period;

(v) explaining the impact of the Removed Services on Health's business and the delivery of its critical business functions, including how those Removed Services are delivered and managed in order to ensure Health's critical business requirements are met;

(vi) explaining the procedures, operations (Infrastructure and Applications), object libraries, reference files, operating scripts and configurations, management processes and other standards to Health Personnel and Health nominated service provider(s) personnel;

(vii) explaining the use of materials, tools, procedures, and Infrastructure in the delivery of the Removed Services to Health Personnel and Health nominated service provider(s) personnel;

(viii) explaining the interfaces and interdependencies for all Removed Services and Infrastructure used to deliver the Removed Services;

(ix) explaining and reviewing all test, Data and Production Software libraries with Health Personnel and Health nominated service provider(s) personnel;

(x) explaining any aspect of the Documentation referred to in section 3.3.1(c)(i) above;

(xi) introducing Health Personnel or Health nominated service provider(s) personnel to third parties relevant to the delivery of the Removed Services (including, for example, Software suppliers, third party maintenance providers) and provide contact names and details for all such third parties;

(xii) allowing Health Personnel or Health nominated service provider(s) personnel to shadow Service Provider Personnel in relation to the provision of Services leading up to the migration of the Removed Services as part of the Disengagement, including graduated handover of responsibilities to Health Personnel or Health nominated service provider(s) personnel;

(xiii) allowing Health Personnel or Health nominated service provider(s) personnel to shadow the Service Provider Personnel for the Removed Services following migration to the new arrangements; and

(xiv) providing training and training Documentation for the transfer of knowledge to Health Personnel.

3.4 Retention of Key Personnel and Service Provider Personnel

3.4.1 Subject to any legal requirements to the contrary, the Service Provider must ensure that Key Personnel and other Service Provider Personnel significantly involved in delivering those Services to Health are, for the duration of the Disengagement Period:

(a) available to provide Disengagement Assistance to Health; and

(b) involved in the delivery of any applicable Services to Health.

3.4.2 The Service Provider must take steps (including, for example, paying retention bonuses or any other incentive arrangements) to ensure that it can meet its obligations in section 3.4.1.

3.5 Access

3.5.1 Subject to this Services Agreement, the Service Provider must provide Health or the Health nominated service provider(s) with access to the Service Provider's premises, Equipment and Systems required for the purpose of effecting Disengagement of the Removed Services. This may include, without limitation, allowing Health to load Software or tools onto Equipment under the Service Provider's control for the purpose of preparing for and undertaking operational Disengagement. Health Personnel or Health nominated service provider(s) must comply with the Service Provider's reasonable security (including if requested by the Service Provider a Confidentiality Undertaking in the form of **Schedule 10 - Service Provider Deed of Confidentiality**) and occupational health and safety requirements.

3.6 Use, Copying and Modification of Documentation

3.6.1 Subject to this Services Agreement, the Service Provider must:

(a) permit the use, copying and Modification of all Documentation for Disengagement to be provided under this **Schedule 7 - Disengagement Requirements** for the purpose of providing the Disengagement Assistance; and

(b) ensure the Documentation for Disengagement may be used during and after the Disengagement Period, including use, copying and Modification of such Documentation for Disengagement by third parties nominated by Health, such as the Health nominated service provider(s) that are transitioning in, and preparing for and undertaking Disengagement of the Removed Services to new service delivery arrangements.

3.7 Operational Disengagement

3.7.1 The Service Provider must perform all activities required to effect a smooth Disengagement of operational responsibilities for the Removed Services and without impact on any Services that are not removed.

3.8 Removal of Assets

3.8.1 The Service Provider must give notice to Health before removing any Infrastructure used in providing the Services, Documentation or other Materials from the relevant locations or third party premises.

3.8.2 Subject to this Services Agreement, the Service Provider must perform all reasonable activities requested by Health in relation to:

(a) segregation and removal of Infrastructure, Materials or Documentation from Health, the Service Provider or third party premises; and

(b) the delivery to and installation of these items at the new premises at which they are to be installed.

3.9 Health Material

3.9.1 The Service Provider must, in accordance with any directions of Health, but in any case no later than the end of the relevant Disengagement Period:

(a) erase, at Health's request;

(b) destroy, at Health's request; or

(c) return all copies of,

Health Material in the possession or control of the Service Provider (including that which is stored on Infrastructure) that relates to the Removed Services.

3.9.2 Where Health Material must be returned, the Service Provider must return Health Material in a readable and usable format as reasonably prescribed by Health.

3.10 Approved Subcontractor Obligations

3.10.1 Unless otherwise agreed by Health, the Service Provider must:

(a) ensure that all Approved Subcontractors comply with the requirements of this Services Agreement, this **Schedule 7 - Disengagement Requirements** and the Disengagement Plan; and

(b) liaise with and manage all Approved Subcontractors to ensure all Approved Subcontractor Deliverables are delivered in accordance with the timeframe and Milestone dates agreed in the Disengagement Plan.

3.11 Licences Granted by Health

3.11.1 Subject to this Services Agreement, all licences, leases and authorisations granted by Health to the Service Provider in relation to the Removed Services are terminated effective from the end of the Disengagement Period, unless otherwise directed by Health.

3.12 Business Continuity during Transfer

3.12.1 The Service Provider must provide reasonable assistance to support Health requirements for business continuity during the Disengagement Period in accordance with this Services Agreement. This includes:

(a) updating and supplying Documentation used by the Service Provider to provide business continuity services, testing procedures and frequencies, redundancy diagrams and Plans;

(b) training and informing Health of then-current policies and procedures with regard to backup and business continuity; and

(c) arranging for additional overlapping coverage or support through the Disengagement Period to minimise disruption in the event of an outage during the Disengagement Period; and

(d) not used.

3.13 Disengagement Charges

3.13.1 At the same time as providing the Disengagement Plan, the Service Provider must provide details of its proposed Disengagement Charges. The proposed Disengagement Charges are to be determined in accordance with **Schedule 4 - Pricing Framework**. This proposal must include a full breakdown of:

(a) the proposed rates (by role and FTE utilisation) and Charges included within the proposed Disengagement Charges (consistent with the requirements for Disengagement Charges specified in **Schedule 4 - Pricing Framework**);

(b) those activities included within the Disengagement Plan that are proposed to be subject to Disengagement Charges; and

(c) those activities included within the Disengagement Plan that are covered by the Charges for Services other than Disengagement Assistance (for example, provision of Documentation, business as usual delivery of Services).

3.13.2 The Service Provider must not charge more than once for Documentation. If Documentation is already required as part of the Services, there must be no additional Charge for the provision of that Documentation as part of Disengagement Assistance.

3.13.3 Health will pay the Service Provider Disengagement Charges in respect of Disengagement Assistance provided during the Disengagement Period in accordance with **Schedule 4 – Pricing Framework** and section 3.13.2.

Attachment A – Disengagement Plan

<Approved Disengagement Plan to be inserted>

Attachment B – Disengagement Deliverables

<Approved Disengagement Deliverables to be inserted>

Attachment C – Disengagement Project Schedule

<Approved Project Schedule for Disengagement to be inserted>

Attachment D – Resource Plan

<Approved Resource Plan for Disengagement to be inserted>

Attachment E – Risk Register

<Approved Risk Register for Disengagement to be Inserted>

Attachment F – Designs

<Approved Designs for the Services being Disengaged to be inserted>

Attachment G – Acceptance Test Plan

<Approved Acceptance Test Plan for Disengagement to be inserted>

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 8

GLOSSARY

Table of Contents

A

Term	Definition
ABN	Means Australian Business Number.
Aboriginal and Torres Strait Islander	Means a person who identifies themselves as Aboriginal and/or Torres Strait Islander.
Acceptance	Means acceptance by Health of a Deliverable or Service (including Implementation, Transition and Project Services), in accordance with clause 25 of this Services Agreement. "Accept" and "Accepted" have corresponding meanings.
Acceptance Certificate	Means a notification by Health to the Service Provider of Acceptance of a Deliverable or Services in accordance with clause 25 of this Services Agreement. Also called 'Certificate of Acceptance'.
Acceptance Criteria	Means a list of criteria that the Deliverables (e.g. product(s) or Services) must meet before Health will Accept them. The Acceptance Criteria will be defined in, or determined in accordance with, this Services Agreement.
Acceptance Test Plan	Means the plan for Acceptance Testing prepared and submitted by the Service Provider (if required) and Approved by Health.
Acceptance Tests or Acceptance Testing	Means the process by which a Deliverable or the Services are assessed against the Acceptance Criteria specified in the Acceptance Test Plan or any other applicable documents.
Additional Services	Means any services that are requested by Health from time to time in accordance with this Services Agreement that do not, at the time of the Health request, form part of the Services and are to be provided on the basis of the Resource Units set out in Schedule 4 - Pricing Framework. ***Note: Health intends that Additional Services would only be used at the initiation of Health, as the flexibility provided to the Service Provider in delivering the Services means that the Service Provider is responsible for providing all Services needed to meet the Outcomes (i.e. all the Services are within scope). Additional Services may be considered for major new or change initiatives that Health initiates.***
Additional Software	Means Software in addition to the Software required to provide the Services.
Agency	Means: (a) a body corporate or an unincorporated body established or constituted for a public purpose by Commonwealth, State or Territory legislation, or an instrument made under that legislation (including a local authority); (b) a body established by the Governor General or by a Minister of State of the Commonwealth, State or Territory, including departments; or (c) an incorporated company over which the Commonwealth, State or Territory exercises control.
AHMAC	Means the Australian Health Ministers' Advisory Council.

Term	Definition
API	Means Application Programming Interface.
Application	Means programs and other Software (including the supporting Documentation, media, on-line help facilities) that support business functions. This does not include the tools, utilities, database Software, middleware or System Software and database management used to deliver Applications.
Application Lifecycle Management (ALM)	Means the processes and tools of integrating, coordinating and managing the different phases of the Software delivery process. From development to deployment, ALM is a set of pre-defined process and tools that include definition, design, development, testing, deployment and management. Throughout the ALM process, each of these steps are closely monitored and controlled.
Approval	Means the act of Health approving a particular request, proposal or course of action as a basis for further work under this Services Agreement. Approval does not constitute Acceptance. However, Acceptance of a Service or Deliverable constitutes an Approval of that item where the concepts are both referenced. "Approve" and "Approved" have a corresponding meaning.
Approved Quality Management Plan	Means the plan of this name developed by the Service Provider and Accepted by Health.
Approved Subcontractor	Means a Subcontractor Approved to perform any aspect of the performance of this Services Agreement under clause 36 of this Services Agreement. Approved Subcontractors will be listed in the Policies and Procedures Manual.
Architecture Specification	Means a Document which describes the design, logical elements, components and the relationship of those in a complex System.
Asset Register	Means a register containing a list of any Assets, including Health Supplied Material, used by the Service Provider or a Subcontractor to provide the Register and Services which, at a minimum and as appropriate, includes an Asset description, Asset serial number, location, acquisition cost and acquisition date.
Assets	Means any information, Material, Equipment and/or Software.
At Risk Amount	Means an 'at risk' portion of the Charges that is linked to achievement of the Outcomes, as specified in Schedule 5 - Service Level and Service Standard Framework.
Attachments	Means the Documents identified as attachments to the Schedules to this Services Agreement.
Auditor-General	Means the office established under the *Auditor-General Act 1997* (Cth) and includes any other entity that may, from time to time, perform the functions of that office.
AUSkey	Means a secure authentication credential issued by the Australian Taxation Office that lets a person access and transact online with many government agencies on behalf of a business.

Term	Definition
Australia	Means the Commonwealth of Australia and includes the external Territories including the Territory of Christmas Island, the Territory of Norfolk Island and the Territory of the Cocos (Keeling) Islands.
Australian Accounting Standards	Means the financial reporting standards developed by the Australian Accounting Standards Board.
Australian Government	Means the government of the Commonwealth of Australia.
Australian Information Commissioner	Has the same meaning as in the *Australian Information Commissioner Act 2010* (Cth).
Australian Privacy Principles	Has the same meaning as in the *Privacy Act 1988* (Cth).
Authentication	Means validating that the user wishing to access the Register is who they claim to be. In electronic environments this is achieved by providing a user with a credential such as a user-id + password, a smart card or a one-time password device.
Authorised Representative	Means a person empowered under a Law of the Commonwealth, a State, or Territory to act on behalf of an individual.
Availability or Available	Has the meaning set out in Schedule 5 – Attachment A - Service Levels and Service Standards. For the avoidance of doubt: (a) Availability is measured based on End User experience and includes the ability of an End User to have normal access to and utilisation of all functions of the Service; (b) Availability is also measured for automated business processing such as for on-line services, data transaction services, critical batch processes and backups and includes the ability to complete all normal processing activities within required timeframes; and (c) a Service is not considered Available where one or more functions of the Service are degraded, slow to respond, difficult to use or creates errors.
Availability Commitment Period	Means the period for commitment of proposed Key Personnel as set out in the Resource Plan.

B

Term	Definition
Baseline Volumes	Means the monthly baseline volume of Resource Units, as set out in the Pricing Tables in Schedule 4 - Pricing Framework.
Benchmark	Means a comparison of the quality and cost of the Services conducted in accordance with this Services Agreement to measure the performance and / or price of the Services provided by the Service Provider against the quality and cost of suppliers performing comparable services.

Term	Definition
Billable Volume	Means the volume of each applicable Resource Unit that are chargeable by the Service Provider, as calculated in accordance with the Resource Unit Definition Tables.
Billing Period	Means the regular period over which Charges are invoiced, which is a calendar month unless otherwise specified.
Births, Deaths and Marriages (BDM)	Means the registers that operate in each State and Territory to record birth, death and marriages in that jurisdiction.
Bonus Criteria	Means the criteria that must be met in order for a Bonus Payment to be paid by Health to the Service Provider, as specified in Schedule 5 - Service Level and Service Standard Framework.
Bonus Payment	Means an incentive payment that Health may pay the Service Provider in accordance with Schedule 5 - Service Level and Service Standard Framework on achievement of one or more of the Bonus Criteria.
Bowel Cancer	Means the cancer comprising cancer of the colon and cancer of the rectum. It is also known as colorectal cancer.
Bowel Program	Means the National Bowel Cancer Screening Program (NBCSP).
Bowel screening	Bowel screening involves testing for Bowel Cancer in people who do not have any obvious symptoms of the disease. The aim is to find cancers early when they are easier to treat and cure. Bowel screening can also find polyps, which may develop into cancer over time.
Building Code 2013	Means the Building Code 2013. Copies are available at https://www.employment.gov.au/building-code
Building Code 2014	Means the Building and Construction Industry (Fair and Lawful Building Sites) Code 2014 which will come into effect when *the Building and Construction Industry (Improving Productivity) Bill 2014* commences as an Act. Advance release is available at https://www.employment.gov.au/building-code.
Business Day	Means any day of the week other than Saturday, Sunday or a national public holiday. A national public holiday is a Commonwealth public service holiday throughout Australia promulgated in the Commonwealth Government Gazette.
Business Hours	Means 8:00am to 6:00pm (in the place where the relevant Service is being performed) on a Business Day. Business Hours in the external territories will be Business Hours in the nearest mainland State.
Business to Government (B2G)	Means the exchange of services, information and/or products from one business to a government agency, as opposed to between a business and a consumer (B2C) or between two (2) businesses (B2B).

C

Term	Definition
CALD	Means Culturally and Linguistically Diverse. CALD persons are persons who are identified as culturally and linguistically diverse due to the

Term	Definition
	language spoken at home or country of birth.
Call Centre Services	Means the Service references in section 5 of Schedule 2 – Attachment A – Operator Service Requirements.
Certificate of Acceptance	See Acceptance Certificate.
Cervical Program	Means the National Cervical Screening Program (NCSP).
Cervical sample	Means a sample of cells or tissue from the cervix.
Change	Means the addition, Modification, or removal of anything that could have an effect on the Services, including all or part of the Register ICT Services or Operator ICT Services including Documentation.
Change Advisory Board	Means the forum that supports the Change Management team by approving requested Changes and assisting in the assessment and prioritisation of Changes.
Change In Control Event	Means, in respect of the Service Provider: (a) subject to paragraph (c) of this definition, the person who controls, or group of persons who, acting together, control the Service Provider in accordance with section 50AA of the *Corporations Act 2001* (Cth) cease to have that control; (b) if the Service Provider is a subsidiary, the Service Provider ceases to be a subsidiary of the body corporate which is its holding company as at the Commencement Date; (c) a change or alteration occurring in the corporate structure of the Service Provider which results in a person (including a company) other than the shareholders of the Service Provider at the Commencement Date: (i) controlling the composition of the board of directors; (ii) controlling the voting power of the board of directors or any class of shareholders or both; or (iii) holding more than 20 per cent of the issued share capital (either beneficially or otherwise); or (d) the Service Provider disposes of an asset or assets (whether in a single transaction or a series of related or unrelated transactions) which, in Health's reasonable opinion as the case may be, would adversely affect the Service Provider's ability to provide the Register and/or Services.
Change Management	Means the process relating to planning, assessing and performing all Changes to the Register or Services.
Charges	Means the charges payable by Health for the provision of the Services as set out in this Services Agreement.
Clinical Information System	Means a practice management system, Laboratory Information Management System or other System used by Healthcare Providers that is certified by the Service Provider to integrate to and enable exchange of Data from the Clinical Information System to the Register.
Clinical Management Guidelines	Means a reference to Documents that aim to guide decisions and criteria regarding the diagnosis, management, and treatment in specific areas of

Term	Definition
	healthcare.
Closed (Screening Round)	Means a screening round which has been marked as completed in accordance with Program Policy.
Colonoscopist	Means the Healthcare Professional who administers a Colonoscopy.
Colonoscopy	Means a procedure to examine the bowel using a special scope (colonoscope) usually carried out in a hospital or day clinic.
Colorectal cancer	See Bowel Cancer.
Colposcopist	Means the Healthcare Professional who administers a Colposcopy.
Colposcopy	Means a procedure to examine the vulva, vagina and cervix usually carried out in the Healthcare Professional rooms.
Commencement Date	Means the date on which this Services Agreement is signed by both Parties and if signed on different dates, the later date.
Commonwealth	Means the Commonwealth of Australia.
Commonwealth Data Protection Plan or CDPP	Means the plan referred to in clause 9.2 of this Services Agreement.
Commonwealth Procurement Rules	Means the rules of that name issued under the *Public Governance, Performance and Accountability Act 2013* (Cth).
Commonwealth Record	Means a Commonwealth record as defined in the *Archives Act 1983* (Cth).
Competitor	Means a major IT goods and/or services provider, other than the Service Provider. Major accounting firms and their consulting arms are not Competitors of the Service Provider.
Completed FOBT	Means an FOBT that has been used by a Program Participant to undertake a Bowel Cancer Screening Test.
Confidential Information	Means Health Confidential Information and Service Provider Confidential Information.
Conflict of Interest	Has the meaning as set out in clause 83 of this Services Agreement.
Contact	Means contacts to the Call Centre which may be in the form of calls, emails, forms, faxes, SMS, feedback on web portal and other channels.
Continuous Improvement	Means the process of continually improving the Services and the value of the Services over time.
Contract Year	Means for the first Contract Year, "Contract Year 0", is for the initial period during the Term commencing on the Commencement Date and ending on 1 May 2017 (expected Go Live Date). "Contract Year 1" is the 14 Month period during the Term commencing after "Contract Year 0" on 2 May 2017 and continuing until 30 June 2018. Each Contract Year following Contract Year 1 runs from 1 July to 30 June over the Term of this Services Agreement.
Contracted Pathology	Means the Pathology Laboratory contracted by Health to supply and

Term	Definition
Laboratory	analyse FOBT under the NBCSP.
Core Register	Has the meaning set out in Schedule 2 - Attachment E – High Level Design.
Correctly Rendered Invoice	Means an invoice that includes all the following information: (a) tax invoice details as required by the Australian Taxation Office *A New Tax System (Goods and Services Tax) Act 1999* (Cth); (b) Service Provider invoice number; (c) Health Contact Officer, telephone number and email address; and (d) description and value of the Service(s), and which meets any other requirement of this Services Agreement and is accompanied by any supporting Documentation required by this Services Agreement.
Cost of Living Adjustment (COLA) Factor	Means the rate at which charges may be varied in accordance with changes in the relevant cost of living indexes as measured and applied in accordance with Schedule 4 - Pricing Framework.
COTS	Means commercial off-the-shelf.
Critical Deliverables	Means tangible or intangible objects linked to meeting Critical Milestones as agreed and identified in the Implementation and Transition Plan and a Project Schedule (if any).
Critical Implementation and Transition Milestone	Means a Milestone that is designated as a "Critical Implementation and Transition Milestone" in the Implementation and Transition Plan. Usually, a Milestone Charge will be linked to a Critical Implementation and Transition Milestone.
Critical Milestone	Means a Milestone that is designated as a " Critical Milestone" in the relevant Plan. Usually, a Milestone Charge will be linked to a Critical Milestone.
CSI	Means Continual Service Improvement.

D

Term	Definition
Daily Rate	Means the daily rate required to be paid by Health as set out in Schedule 4 - Pricing Framework.
Data	Means Health Data.
Data Centre	Facilities housing Infrastructure or Personnel used for the delivery of the Services.
Data Migration Plan	Means the plan of the same name that specifies all activities required to migrate data from the existing screening registers to the Register.

Term	Definition
Data Migration Strategy	Means the Deliverable that is the high level approach to Data migration as set out in Schedule 2 - Attachment B - Register ICT Service Requirements.
Data Quality	Means the result of ensuring that data held in the Register has the necessary attributes including accuracy, completeness, consistency, currency, timeliness, fitness for use, provenance and compliance.
Data Release Policy	Means a policy developed by Health to define access to data by End Users.
Defect	Means a deficiency in design, materials, functional capacity or workmanship, or a security vulnerability which renders the Register, Service or Deliverable not in conformity with the requirements of this Services Agreement. 'Defect' includes an 'Incident' or 'Problem'.
Defective	Means that Services that do not comply with this Services Agreement and the failure is not excused under clause 48.
Defective Services Notice	Means a Notice issued by Health to the Service Provider in writing specifying the nature and details of the Defective Services.
Defer	Means a person who has elected, or been elected, to not participate in a Screening Program for a defined period of time. They may return to the Screening Program any time after the deferment period has ended.
De-identified Data	Data is de-identified when all personally identifiable characteristics of the data has been removed.
Delayed	Means a Register initiated delay of Eligible Persons that are due for Bowel Cancer screening but as they live in designated Hot Zones their invitation to the NBCSP was delayed and the invitation date is now due. Delay may also apply to persons who live in postcodes affected by natural disasters.
Deliverable	Means a tangible or intangible object produced through Project execution to meet a commitment in this Services Agreement including for Additional Services or a Project.
Department of Health	Means the Commonwealth of Australia, acting through and represented by the Department of Health (ABN 83 605 426 759) or any other Agency with responsibility for administration of this Services Agreement.
Department of Human Services (DHS)	Means the Commonwealth Department of Human Services. A Commonwealth Government department with responsibility for the development of service delivery policy and providing access to social, health and other payments and services.
Department of Veteran Affairs (DVA)	Means the Commonwealth Government Department of Veterans Affairs. A Commonwealth Government department responsible for delivering services including pensions and compensation, health care, rehabilitation, counselling services to clients including veterans and their dependents, and Australian Defence Force personnel.
Dependencies Matrix	Means the dependencies matrix in Schedule 19 - Dependencies Matrix to this Services Agreement.

Term	Definition
Deployment Plan	Means the plan that outlines the deployment of the Register into the Production Environment.
Depreciation	Has the meaning given it in Schedule 4 - Pricing Framework.
Design	Means any design required for the Register or a Project.
Design Phase	Means the phase of this name described in Schedule 2 - Attachment B - Register ICT Service Requirements.
Design Services	Means the Services described in Schedule 2 - Attachment B - Register ICT Service Requirements for the design of the Register.
Detailed Design	Means the detailed design as referred to in Schedule 6 - Implementation and Transition Requirements.
Developed Software	Means the Software to be developed by the Service Provider under this Services Agreement as described in the Statement of Requirement.
Digital Service Standard	Means the Digital Service Standard which is the responsibility of the Australian Government Digital Transformation Office and establishes the criteria that Australian Government digital services must meet.
Director	Has the same meaning as set out in section 9 of the *Corporations Act 2001* (Cth).
Disaster	Means an event that causes or threatens severe disruption to the ability of the business to function and deliver normal Services as advised by the Service Provider and as agreed by Health.
Disaster Recovery (DR)	Means the ability to respond to Disasters that cause severe disruption on the business to function and deliver normal services, and to subsequently restore business functions to normal.
Disaster Recovery Plan or DR Plan	Means a plan for Disaster Recovery.
Disengagement	Means the transfer of all or part of the Services from the Service Provider to Health or one (1) or more new service providers, in accordance with this Services Agreement.
Disengagement Assistance	Means the assistance to be provided by a Service Provider or to new service provider(s) in accordance with this Services Agreement.
Disengagement Charges	Means the Charges agreed in a Disengagement Plan and calculated in accordance with Schedule 4 - Pricing Framework.
Disengagement Documentation	Means the minimum suite of Documents required by and to be prepared in accordance with Schedule 7 - Disengagement Requirements.
Disengagement Period	Means the period for provision of the Disengagement Services, being: (a) up to 12 Months before the time for expiry of the Term as requested by Health; and (b) if required by Health by giving Notice in writing at any time, a further period of up to 18 Months following the actual expiry or termination of this Services Agreement.

Term	Definition
Disengagement Plan	Means a plan for Disengagement developed in accordance with this Services Agreement (high level or detailed).
Disengagement Project Schedule	Means the schedule of activities relevant to Disengagement Services.
Disengagement Services	Means the assistance to be provided by the Service Provider to Health or one (1) or more new service providers in accordance with this Services Agreement.
Dispute	Means an issue, incident or event concerning or adversely affecting, or that is reasonably likely in the opinion of a Party to concern or adversely affect, the performance of this Services Agreement.
Dispute Notice	Has the meaning given in clause 81 of this Services Agreement.
Dispute Resolution Plan	Means the plan specified in clause 81 of this Services Agreement.
Documents/ Documentation	Means: (a) any paper or other material on which there is writing; (b) any paper or other material on which there are marks, figures, symbols or perforations having a meaning to persons qualified to interpret them; (c) any article, material or media from which sounds, image or writings are capable of being reproduced with or without the aid of another article or device (including, by way of example and without limitation, disks, CDs, USB or other drives, recording devices, tapes, hard drives and any like device); (d) a copy of any of the things referred to in paragraphs (a) - (c) of this definition, which records, contains, sets out or refers to information; and (e) and to **Document** means to cause any of paragraphs (a) to (d) of this definition to occur.
Dr Foster	Means the Registry Tracker analytical software tool of that name which provides self-serve quality analytical reporting of agreed data sets contained within the source register.
Dr Foster Trial	Means the trial of Dr Foster that may be implemented.

E

Term	Definition
Education and Training Plan	Means a plan that outlines education and training of End Users, Other Service Providers and Service Provider Personnel to enable them to effectively use the Register.
Electronic Communications	Means any transfer of signs, signals, writing, images, sounds, Data or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photoelectronic or photo-optical system such as, SMS, email, fax or any future technology.

Term	Definition
Electronic Data Capture	Means the implementation of an electronic channel for the capture of Data where Electronic Data Exchange is not available for example, Register Online Portal, web forms.
Electronic Data Exchange	Means the implementation of a number of standards and protocols in order for Healthcare Provider Software Systems / information Systems to send and receive messages to the Register.
Eligibility Period	Means , for NBSCP , the period in which an Eligible Person is entitled to receive a FOBT test (currently 12 months from initial invitation to screen).
Eligible Australian	Means a person who meets the eligibility requirements of the Program. Eligible Australians has the meaning set out in Schedule 2 - Attachment C - Functional Requirements.
Eligible Person	Has the same meaning as Eligible Australian.
Emerging Software	Means the off-the-shelf software called Emerging Health Solutions that provides the following functionality in relation to the Register: management of Participant or Invitee demographic and screening information, management of Participant and provider portal, and interfacing with third party healthcare and related systems.
End User	Means all users of the Register either directly or indirectly, including: (a) National Cancer Screening Program Eligible Person; (b) Health Personnel; (c) State and Territory personnel; (d) Healthcare Professionals; (e) not used; and (f) Software developers of medical practice Systems.
Enterprise Data Warehouse (EDW)	Means a central repository of information collected by Health business Systems and from other sources and which may be accessed by Health and other organisations.
Equipment	Means the Hardware, equipment, peripherals and embedded Software: (a) owned or leased by the Service Provider or Health; and (b) used by either the Service Provider or Health for or in conjunction with the delivery of the Services.
Escrow Material	Means the Material to be agreed by the Parties initially during the Implementation Period and then as there are updates to be placed in escrow and includes Software necessary to perform the Services.
Exclusions/excluded	Means a person who has been excluded from being invited to participate in a particular Screening Program. Exclusion may be temporary or permanent as defined by a medical practitioner.
Excusable Event	Has the meaning given in clause 48 of this Services Agreement.
Existing Material	Means Material that: (a) is in existence prior to the Commencement Date of this Services

Term	Definition
	Agreement; or (b) is subsequently brought into existence other than as a result of the performance of obligations under this Services Agreement, and is embodied in or attaches to the Deliverables or is otherwise necessarily related to the functioning or operation of the Services and includes Material that is a Modification of Existing Material.
Extended Term	Has the meaning given to it in clause 2.1.2 of this Services Agreement.
Extensions or Custom Modules	Means Functional and Non-Functional Requirements which cannot be achieved directly through base COTS Software or other Software products. This includes coding, testing and Documentation of the Extension or Custom Modules for integration into the Register.

F

Term	Definition
Faecal Occult Blood Test (FOBT)	Means a test used to detect tiny traces of blood in a person's faeces that may be a sign of Bowel Cancer.
Feedback and Complaints Management Plan	Means the plan referenced in section 3 of Schedule 2 - Attachment A - Operator Service Requirements and section 2 of Schedule 2 - Attachment B - Register ICT Service Requirements.
Final Critical Transition Milestone	Means the Milestone associated with Go Live as identified in the Implementation and Transition Plan.
Final Go Live Date	Has the meaning given in the Implementation and Transition Plan.
Financial Undertaking	Means a financial undertaking as referred to in clause 68.2 of this Services Agreement.
Fix	Means a solution (including a work-around) which rectifies or fixes a Defect, Incident or Problem.
Fixed Charge	Means a fixed annual or monthly charge that does not vary with the volume of resources consumed, as further described in Schedule 4 - Pricing Framework.
FOBT Kit	Means the package sent to Eligible Persons to invite them to participate in the National Bowel Cancer Screening Program. The kit currently includes the FOBT, instruction sheet, Participant details form and a reply paid envelope.
FOBT result	Means a result of the bowel Screening Test.
Follow up protocols	Means the process for the Register to follow up on non-responders as defined by Health.
Fraud Control Guidelines	Means the guidelines set out at http/www.ag.gov.au/Fraudcontrol/Pages/CommonwealthFraudControlGuidelines2 011.aspx,as amended from time to time, and referred to in clause 84.14 of this Services Agreement.

Term	Definition
Frequent Breaches	Has the meaning given in clause 75 of this Services Agreement.
Frequent Breaches Notice	Means a notice issued under clause 75.1.1 of this Services Agreement which complies with the requirements of clause 75.1.2.
Full Time Equivalent or FTE	Means a measurement equal to one (1) person working on a full time basis.
Functional Requirements	Means the functional requirements for the Register in order to deliver the Outcomes specified in Schedule 1 - Overview and Outcomes, as described in Schedule 2 - Attachment C - Functional Requirements.

G

Term	Definition
Go Live Date or Go Live	Means the date or dates set out in the Implementation and Transition Plan when the Register must be fully operational in the Production Environment, and must be on or before 01 May 2017 or such other date agreed by the Parties. It is possible that there may be a: (a) NBCSP component of the Register Go Live Date; and (b) NCSP component of the Register Go Live Date.
GST	Has the same meaning as in the GST Act and includes amounts payable on account of a notional liability under Division 177 of the GST Act.
GST Act	Means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

H

Term	Definition
Handover	Means acceptance of a Service by Health in accordance with this Services Agreement.
Hardware	Means the physical components of an IT System.
Harmful Code	Means any Software or code that is designed to infiltrate a computer, System, Network or other Infrastructure without an End User's informed consent, such as malware, virus, worm, Trojan, time bomb, spam, phishing email, backdoors, botspyware, adware, diallers, toolkits, key loggers, hijackers, web bug, exploits, cracking and hacking tools.
Hazardous Substance	Means a substance which has the potential, through being used, to harm the health or safety of persons as detailed in the National Occupational Health and Safety Commission (**NOHSC**) publications NOHSC: 1008 (2004) *'Approved Criteria for Classifying Hazardous Substances'* and the *'Hazardous Substances Information System'* (**HSIS**).
Health	Means the Commonwealth acting through and represented by the Department of Health.
Health Confidential	Means information that:

Term	Definition
Information	(a) is by its nature confidential; (b) is designated by Health as confidential; or (c) the Service Provider knows or ought to know is confidential; and includes to the extent that it is confidential: (d) information comprised in or relating to any Intellectual Property Rights owned by Health; (e) information relating to the internal management and structure of Health; (f) information relating to other contractors or suppliers to Health or its customers; and (g) Health Data, but does not include information which: (h) is or becomes public knowledge other than by breach of this Services Agreement or any other confidentiality obligation; or (i) has been independently developed or acquired by the Service Provider as established by written evidence.
Health Data or Data	Means all data and information (including Personal Information) relating to Health or an Agency or an End User and its or their respective functions (including data and information relating to Health's business operations, business assets, business programs, programmes and Health Personnel), facilities, End Users, Personnel, assets or programs, in whatever form that data and information may exist and whether or not it was generated by or processed by or on behalf of Health, or is stored in any Commonwealth Record. Health Data includes all Modifications to Health Data. Health Data does not include data or information that is generated by Software or Equipment as a consequence of its inherent operation and which does not allow identification of Health, its functions or any particular individual (including non-identifiable log files, Software and Equipment performance data, or other System operating information).
Healthcare Identifier Service **(HI Service)**	Means the HI (Healthcare Identifier) Service which enables consistent identifiers to be created for individuals and Healthcare Providers across the Australian health system through the introduction of unique Healthcare Identifiers - see IHI, HPI-I and HPI-O.
Health Material	Means: (a) all Material existing at the Commencement Date and all material which comes into existence after the Commencement Date which is owned, leased or licensed by Health and is provided by Health for the purposes of this Services Agreement, including manuals, Documents, reports, Equipment, tools, methodologies, information or other Material and data stored by any means; (b) any reports generated by the Register or otherwise under this Services Agreement; (c) any Health Data input into or generated by the Register; and (d) Material developed under a Project where the Project Documents identify that the Material will become Health Material. Health Material includes Health Data and Health Supplied Items/Health Supplied Material.

Term	Definition
Health Personnel	Means the officers, employees, agents, advisers, consultants, contractors and subcontractors and other personnel of Health (other than Service Provider Personnel).
Health Portfolio	Means all Agencies within the Health portfolio from time to time, including Health and the Other Health Portfolio Agencies.
Health Project Management Methodology	Means the Project Management methodology used within Health (principally PRINCE2).
Health Records Management Policy	Means the policy for managing records as used within Health.
Health Representative	Means a person or persons identified as the Health Representative in this Services Agreement.
Health Security	Means the Health team responsible for managing security.
Health Supplied Items	Means the items listed in Schedule 11 - Health Supplied Items.
Health Supplied Material	Means Material supplied by Health for the delivery of the Services. Also referred to as 'Health Supplied Items' and listed in Schedule 11 - Health Supplied Items.
Healthcare Professional	Means an umbrella term to describe a test provider/member of the medical community e.g. general practitioner, specialist, Colonoscopist, Colposcopist, Histopathologist, Pathologist, nurse or Aboriginal healthcare worker.
Healthcare Provider Identifier for Individuals (HPI-I)	Means the 16 digit unique number used to identify providers who deliver healthcare in the Australian healthcare setting.
Healthcare Provider Identifier for organisations (HPI-O)	Means the 16 digit unique number used to identify organisations who deliver healthcare in the Australian healthcare setting.
Healthcare Provider or Healthcare Providers	Has the same meaning as in the *Healthcare Identifiers Act 2010* (Cth).
High Level Design	Means a description of the Design of the Solution at a high level which would be used for developing the Register.
Histopathlogist	Means the histopathologist who will examine tissue removed from patients for diagnostic reasons often to confirm or exclude malignancy.
Hot Zone	Means a postcode in Australia where the average monthly temperature is above 30 degrees Celsius and NBCSP invitations to screen are Delayed to be sent during the cooler months.
Human Papillomavirus (HPV)	Means the human papillomavirus (HPV) which is a common infection in females and males and certain types are spread through sexual contact. In a small number of women, some types of HPV can cause cell changes that may lead to cervical cancer.
Human Papillomavirus sample (HPV sample)	Means the sample of cervical cells collected by a Healthcare Professional for performing the HPV test.

I

Term	Definition
ICT Environment	Means all logical and physical environments that contain IT used to deliver the Services. These include: (a) Production; (b) User Acceptance Testing; (c) Test; (d) Development; (e) Sandpit; (f) Training; and (g) Other environments that are necessary to deliver the Services.
IDS	Means an intrusion detection system (IDS) which is a type of security Software designed to automatically alert administrators when someone or something is trying to compromise an information System through malicious activities or through security policy violations.
Illegal Worker	Means a person who: (a) has unlawfully entered and remains in Australia; (b) has lawfully entered Australia but remains in Australia after his or her visa has expired; or (c) is working in breach of his or her visa conditions.
Implementation	The Implementation of the Services in accordance with the Implementation and Transition Plan.
Implementation and Transition Closure Report	Means the the document used by Health to Accept Implementation and Transition for Go Live.
Implementation and Transition Documentation	Means the minimum suite of Documents required by and to be prepared in accordance with in this Services Agreement. The suite of Documents includes: (a) Implementation and Transition Plan; (b) Implementation and Transition Deliverables; (c) Implementation and Transition Project Schedule; (d) Implementation and Transition Resource Plan; (e) Implementation and Transition Risk Register; (f) Implementation and Transition Designs; and (g) Implementation and Transition Acceptance Test Plan, as described in Schedule 6 - Implementation and Transition Requirements.
Implementation and Transition Outcomes Report	Means the report of that name (as amended from time to time) required to be submitted in accordance with the IOP Guidelines.

Term	Definition
Implementation and Transition Plan	Means the Implementation and Transition Plan as described in Schedule 6 - Implementation and Transition Requirements, as updated in accordance with the relevant Change control process.
Implementation and Transition Program Manager	Means the role that will manage and coordinate internal Telstra Health resources, processes and deliverables for Implementation and Transition Planning, Execution and Control or as identified in the Implementation and Transition Plan.
Implementation and Transition Project Schedule	Has the meaning given it in Schedule 6 - Implementation and Transition Requirements.
Implementation Period	Means the period beginning on and from the Commencement Date and ending on the Final Go Live Date.
Implementation Planning Process	Means process to finalise the approach to the Implementation of the Register, Register ICT Services and Operator Services.
Inappropriate Person	Means any person or organisation that is listed on one (1) or more of the following lists: (a) 'Regulation 8 Consolidate List' maintained by the Australian Government Department of Foreign Affairs and Trade (http://www.dfat.gov.au/sanctions/consolidated-list.html); or (b) 'Listing of Terrorist Organisations' maintained by the Australian Government (http://www.nationalsecurity.gov.au/Listedterroristorganisations/Documents/Protocol%E2%80%94Listingterroristorganisationsunderthe CriminalCode.pdf).
Incident	Means any event which is not part of the standard operation which causes, or may cause, an interruption to, or reduction in the quality of, the Services.
Incident Resolution Time	Means the time specified for Resolution of an Incident in Schedule 5 - Service Level and Service Standard Framework.
Incumbent Service Provider	Means any service provider that was providing any part of the services similar to the Services as at the Commencement Date.
Indemnified Person	Means Health, its contractors and Health Personnel (other than the Service Provider).
Individual Healthcare Identifier (IHI)	Means a 16 digit unique number used to identify individuals who receive care in the Australian Health system.
Information Security Manual or ISM	Means the Australian Government Information Security Manual, as amended from time to time.
Information Security Policy or IT Security Policy	Means the policy or policies published by Health in relation to IT and communications security, including any IT and communications security policy specified by Health as part of its IT architecture, policies, standards and procedures.
Information Technology or IT or ICT	Means the use of technology for the storage, communication or processing of information. The technology typically includes computers, telecommunications, Applications and other Software. The information

Term	Definition
	may include business data, voice, images, video, etc. Information Technology is often used to support business processes through the Services.
Infrastructure	Means all of the Assets, networks, facilities etc. that are required to develop, test, deliver or support the Services. The term Infrastructure includes all of the Information Technology but not the associated people, processes and Documentation.
Initial Approved Subcontractor(s)	Means the Approved Subcontractors listed in the Statement of Requirement at the Commencement Date of this Services Agreement.
Initial Term	Has the meaning given to it in clause 2.1.1 of this Services Agreement.
Insolvency Event	Means any of the following: (a) a "controller" (as defined in section 9 of the *Corporations Act 2001* (Cth)), a trustee, administrator or similar officer is appointed in respect of a person or any asset of a person; (b) a liquidator or provisional liquidator is appointed in respect of a corporation; (c) any application (not withdrawn or dismissed within five (5) Business Days) is made to a court for an order, an order is made, a meeting is convened or a resolution is passed, for the purpose of: (i) appointing a person referred to in paragraphs (a) or (b) of this definition; (ii) winding up or deregistering a corporation; or (iii) proposing or implementing a scheme of arrangement other than with the prior approval of Health under a solvent scheme of arrangement pursuant to Part 5.1 of the *Corporations Act 2001* (Cth); (d) any event or conduct occurs which would enable a court to grant a petition, or an order is made, for the bankruptcy of an individual or his estate; (e) any application (not withdrawn or dismissed within five (5) Business Days) is made to a court for an order, a meeting is convened, a resolution is passed or any negotiations are commenced, for the purpose of implementing or agreeing: (i) a moratorium of any debts of a person; (ii) a personal insolvency agreement; (iii) any other assignment, composition or arrangement (formal or informal) with a person's creditors; or (iv) any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee, (v) or any agreement or other arrangement of the type referred to in this paragraph (e) is ordered, declared or agreed to; (f) a person becomes an insolvent under administration within the meaning of the *Corporations Act 2001* (Cth); (g) as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth), a corporation is taken to have failed to comply with a statutory demand (as defined in the *Corporations Act 2001*

Term	Definition
	(Cth)); (h) any writ of execution, garnishee order, mareva injunction or similar order, attachment or other process is made, levied or issued against or in relation to any asset of a person; (i) the Commissioner of Taxation issues a notice to any creditor of a person under the *Taxation Administration Act 1953* (Cth) requiring that creditor to pay any money owing to that person to the Commissioner in respect of any Tax or other amount required to be paid by that person to the Commissioner (whether or not due and payable) or the Commissioner advises that creditor that it intends to issue such a notice and that action has an adverse impact on the operations of the Service Provider; (j) anything analogous to anything referred to in paragraphs (a) to (i) (inclusive) of this definition, or which has a substantially similar effect, occurs with respect to a person under any law of any jurisdiction; or (k) a person is, or admits in writing that it is, or is declared to be, or is taken under any applicable Statute to be (for any purpose), insolvent or unable to pay its debts.
Integrity	Means: (a) the completeness and correctness of data, Equipment and Software; and (b) the guarding against improper Modification or destruction of information, Equipment and Software and includes ensuring nonrepudiation and authenticity of information, Equipment and Software as the case may be.
Intellectual Property Rights or IP Rights or (IPR)	Means all intellectual property rights, including but not limited to: (a) rights in relation to inventions, patents, copyright, circuit layouts, registered designs, registered and unregistered trademarks (including service marks, goodwill in those marks) and business, company and domain names and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields; (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.
Invitee	Means a person who is eligible for a particular screening program and has been sent an invitation to participate including an FOBT Kit according to Program Policy.
IP Register	Means the register referred to in clause 64.2 of this Services Agreement.
ISO/IEC standards	Means International Organisation of Standardisation (ISO) and the International Electrotechnical Commission (IEC). Schedule 2 - Attachment D - Non Functional Requirements refers to the standard for information security.
IT Security	Means the protection of information and information Systems against unauthorised access or Modification of information, whether in storage,

Term	Definition
	processing, or transit, and against denial of service to authorised users.
IT Security Advisor	Means the person appointed by Health as IT Security Advisor in relation to the management of IT Security on Health's behalf.
IT Service Management or ITSM	Means the IT Service Management Services set out it in Schedule 2 - Attachment B - Register ICT Service Requirements.
ITIL	Means the Information Technology Infrastructure Library (ITIL) is a set of practices for IT service management (ITSM) that focuses on aligning IT services with the needs of business. In its current form (known as ITIL 2011 edition), ITIL is published in a series of five (5) core volumes, each of which covers an ITSM lifecycle stage.
ITSM Processes and Procedures	Have the meanings given them in Schedule 2 - Attachment B - Register ICT Service Requirements.

J

Term	Definition
No Terms	

K

Term	Definition
Key Commonwealth Personnel	Has the meaning given in clause 38.4.3 of this Services Agreement.
Key Personnel	Means the Personnel of the Service Provider specified as such in this Services Agreement.
Key Requirements	Means the list of key requirements identified in the Statement of Requirement that the Services must be delivered in accordance with.

L

Term	Definition
Labour Rates	Means the definition and level of experience required for each of the Labour Rate Roles.
Labour Rate Roles	Means the roles described in Schedule 4 - Attachment D - Labour Rate Role Definitions.
Law	Means any applicable Statute in force from time to time anywhere including in Australia or overseas, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law and equity as applicable from time to time.

Term	Definition
LDAP	Means Lightweight Directory Access Protocol (LDAP) which is a client/server protocol used to access and manage directory information
Legal Services Directions	Means the Legal Services Directions made under section 55ZF of the *Judiciary Act 1903* (Cth).
Liquid Based Cytology (LBC)	Means a liquid-based test that employs a fluid transport medium to preserve cells and an automated process to eliminate debris and distribute a representative portion of cells on a slide in a uniform and even layer.
Loss	Includes all losses, liabilities, damages, fines, costs and expenses, including reasonable legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties.
LIMS	See Pathology Laboratory Information Management System.

M

Term	Definition
Mailhouse	The Mailhouse prints and dispatches, as required, all Program correspondence and forms and prepares invitation packages for postage through Australia Post, including receipt and warehousing of stock items for inclusion in postal packages. The Mailhouse also provides other Services as described in this Services Agreement.
Mailhouse Management Services	Has the meaning given it in Schedule 2 - Attachment A - Operator Service Requirements.
Manual Processing Services	Has the meaning given it in Schedule 2 - Attachment A - Operator Service Requirements.
Master Project Management Plan	Has the meaning given it in Schedule 6 - Implementation and Transition Requirements.
Material	Means any Software (including source code and objet code), firmware, Equipment, microcode, protocol, goods, tangible property, documented methodology or process, data, Documentation or other material in whatever form, including without limitation any reports, specifications, technical information, plans, charts drawings, calculations, tables, schedules, data, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions stored by any means.
Maturity Level	Means as it is defined under the ITILv3 (2011) maturity model consisting of five levels from Level 1(Initial) to Level 5 (Optimisation) that define characteristics of the implementation maturity for the ITIL processes.
Maximum Amount	Means the maximum amounts payable for Unavoidable Losses, Equipment and Software costs as listed in Table 10 of the Pricing Tables.
MBS Data	Means the Medicare Benefits Schedule claims Data required for the operation of the Register to tailor invitation to screen or for follow up, or as otherwise reasonably required to provide the Services, according to

Term	Definition
	Program Policy.
Measurement Hours	Has the meaning given it in Schedule 5 - Service Level and Service Standard Framework.
Measurement Period	Means, for the purpose of: (a) measuring and assessing Service Levels, is the measurement period as defined for each Service Level in Schedule 5 - Service Level and Service Standard Framework; (b) applying At Risk Amounts, is the measurement period for calculating At Risk for each Outcome as specified in Schedule 5 - Service Level and Service Standard Framework; and (c) applying Bonus Payments, is the measurement period for calculating Bonus Payments as specified in Schedule 5 - Service Level and Service Standard Framework.
Medicare	Means Australia's publicly funded universal health care system, which covers all citizens and permanent residents for medically necessary doctor's services and hospitalization.
Medicare Benefits Schedule (MBS)	Means a schedule referring to all the Medicare services subsidised by the Australian government.
Medicare Benefits Schedule item	Means a reference to specific numbered items in the MBS.
Medicare Data	Means relevant Medicare claims data, MBS claims Data and DVA enrolment data required for the operation of the Register.
Medicare enrolment data	Means the database containing the information of people enrolled in Medicare.
Milestone	Means a time or Deliverable-related event specified in a Plan. Milestones are used to measure or report progress. Charges may be linked to completion of a Milestone. Milestones will reflect delivery of key Register attributes and will not merely constitute monthly payment events.
Milestone Date	Means the date specified in this Services Agreement for a Service or Deliverable to be provided or performed by the Service Provider.
Milestone Charge	Means a Charge payable for the Service Provider's achievement of a Milestone, as set out in Schedule 4 - Pricing Framework.
Minimum Service Level	Has the definition given it in Schedule 5 - Service Level and Service Standard Framework. A Minimum Service Level is defined for each Service Level in Schedule 5 - Attachment A - Service Levels and Service Standards.
Modify	Means to add to, enhance, reduce, adapt, change, replace, vary or improve. Derivatives such as 'Modification' and 'Modified' have corresponding meanings.
Month or month	Means a calendar month. Monthly has a corresponding meaning.
Moral Rights	Means in relation to an author, the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship, and the right not to have authorship falsely

Term	Definition
	attributed, as defined in the *Copyright Act 1968* (Cth).
MSAC	Means Medical Services Advisory Committee.
My Health Record	Means an online electronic health summary set up by the Australian Government.

N

Term	Definition
National Archives	Means the National Archives of Australia, established under the *Archives Act 1983* (Cth).
National Bowel Cancer Screening Program (NBCSP)	The Bowel Program is an Australian Government initiative administered by the Australian Government Department of Health (Health) which aims to help detect Bowel Cancer early and reduce the number of Australians who die each year from the disease.
National Bowel Cancer Screening Program register	Means the existing NBCSP register managed by the Department of Human Services.
National Cancer Screening Program	Means National Bowel Cancer Screening Program and/or National Cervical Screening Program. Also see Program.
National Cervical Screening Program (NCSP)	Means the National Cervical Screening Program is a joint program of the Australian and State and Territory governments. Major policy decisions about the program are determined through the Australian Health Ministers' Advisory Council (AHMAC).
National Cervical Screening Program registers	Means existing State and Territory cervical screening registers.
National Security Clearance	Has the meaning given it under the Protective Security Policy Framework.
Natural Processes	Utilising natural processes describes the concept of introducing ICT enablement capability that aligns with the normal business practice of the End User.
Natural Systems	Means an extension to Natural Processes, Natural Systems describes the Systems that would normally be used in order to perform normal business practice for the End User.
NBCSP	Means the National Bowel Cancer Screening Program.
NCSP	Means the National Cervical Screening Program.
Net Book Value	Means the current book value of an asset or liability; that is, its original book value net of any accounting adjustments such as depreciation. Net Book Value is calculated in accordance with section 17 of Schedule 4 - Pricing Framework.
Never Screened	Means. for the Cervical Program - the entire eligible Cervical screening

Term	Definition
	population cohort minus those that already exist in the jurisdictional registers. These persons will be identified at Implementation of the Register and on an ongoing ad hoc basis. Means, for the Bowel Program - all eligible Australians who have been invited but not participated in bowel screening.
New Law	Means the: (a) *National Cancer Screening Register Bill 2016,* and the rules to be made under *the National Cancer Screening Register Act 2016;* (b) *National Cancer Screening Register (Consequential and Transitional Provisions) Bill 2016;* and (c) regulations to be made under the *Healthcare Identifiers Act 2010.*
New Material	Means Material created by the Service Provider or a Related Body Corporate or Service Provider Personnel or Subcontractors on or following the Commencement Date, specifically for Health under this Services Agreement in connection with the Register, and includes any Modifications of that Material that may be required for that purpose, including: (a) Tax Invoices; (b) Software specifically designed for Health under this Services Agreement but excluding Software developed specifically for Health under a Project where the Project Documents identify that Health will own the Intellectual Property in the Material; (c) configuration Documentation, data and other Documents and records relating to the Service Management tools developed under this Services Agreement; (d) technical Documentation required under clause 23 of this Services Agreement but excluding technical Documentation developed specifically for Health under a Project where the Project Documents identify that Health will own the Intellectual Property in the Material; (e) Register operating procedures; (f) quality manuals; (g) the Operations Manual; (h) the Policies and Procedures Manual; (i) the High Level Design; and (j) the Detailed Design, but does not include Modifications of pre-existing tools, object libraries, methodologies and other Material owned or licensed by the Service Provider or third parties (which constitute Service Provider Material or Third Party Material). To avoid doubt (a) reports produced under this Services Agreement, including performance reports, surveys and analytical reports; and (b) Project Material that is specifically developed for Health where the Project Documentation identified that Health will own the Intellectual Property in the Material are Health Material.
Newly Eligible persons	Means Eligible Persons identified from Medicare Data that have reached an age qualifying birthday and will receive an invitation for a screening

Term	Definition
	round unless excluded, or as otherwise determined by Health.
Non-Functional Requirements	Means the non-functional requirements for the Register in order to deliver the Outcomes specified in Schedule 1 - Overview and Outcomes. As described in Schedule 2 - Attachment D - Non-Functional Requirements.
Notice	Means a notice under this Services Agreement that is sent in accordance with clause 85 of this Services Agreement. Notify and Notification have the corresponding meaning.

O

Term	Definition
Office of the Australian Information Commissioner	Means the Commonwealth Office of the Australian Information Commissioner.
Ombudsmen	Means the Ombudsmen for the Commonwealth or equivalent office holder with jurisdiction over Health.
Ongoing	Means the provision of the Services post Go Live.
Ongoing Review and Assessment Services	Has the meaning given in Schedule 2 - Attachment A - Operator Service Requirements.
Open Source Software	Means Software made publically available in which the copyright holder of that Software gives its permission to use, charge and distribute that Software to anyone for any purpose.
Operator Services	Has the meaning given it in Schedule 2 - Attachment A - Operator Service Requirements. Means the operational and support services to be provided by the Service Provider under this Services Agreement as required to deliver the National Cancer Screening Program.
Opt off	Has the meaning given to it in Schedule 2 - Attachment C - Functional Requirements.
Opt on	Means an Eligible Person who has Opted-off and who wishes to be invited to: (a) participate in a particular Screening Program; or (b) be on the Register.
Other Health Portfolio Agency	Means any Agency within the Health Portfolio that is not currently an In-Scope Health Portfolio Agency. An Other Health Portfolio Agency may become an In-scope Health Portfolio Agency at any time during the Term by notice from the Department of Health to the Service Provider.
Other Service Provider	Means any other service provider that provides Services to Health, excluding the Service Provider and its Subcontractors.
Outcome Management Services	Has the meaning given in Schedule 2 - Attachment A - Operator Service Requirements.
Outcomes	Means the outcomes that Health requires under this Services Agreement, as set out in Paragraph B of the Background of this Services Agreement.

Term	Definition
Outcomes Scorecard	Means a scorecard showing the Service Provider's performance against the Outcomes, as assessed by Health.
Ozone Depleting Substance	Means any substance identified as having ozone depleting potential in the *Ozone Protection and Synthetic Greenhouse Gas Management Act* 1989 (Cth) or any regulations made under that Act.

P

Term	Definition
Pap smear/test	Means the Test used to check for changes to the cells of the cervix.
Parliament	Means the Parliament of the Commonwealth of Australia.
Partial HPV genotyping	Means a type of test used to identify certain individual HPV types.
Participant	Means an: (a) Eligible Person who has elected to participate in at least one (1) Screening Round by way of undertaking a Screening Test; (b) Eligible Person whose invitation to screen has been brought forward by a Healthcare Professional (with consent); or (c) Eligible Person who is screened whilst attending a Healthcare Professional (with consent).
Participant Follow-Up Function (PFUF)	Means the Bowel Participant Follow Up Function service provided by States and Territories that contacts Participants with a positive test result who are not recorded in the Register as having progressed along the Screening Pathway.
Participant Recruitment Services	Has the meaning given in Schedule 2 - Attachment A - Operator Service Requirements.
Party	Means a party to this Services Agreement.
Pass Through Expense	Means an expense for third party services approved by Health for which a Tax Invoice is received by the Service Provider and is either: (a) passed through to Health for direct payment; or (b) paid by the Service Provider and then passed through to Health for reimbursement. No mark up, administrative overhead, allocation of overhead, margin or handling charge is to be applied by the Service Provider to Pass Through Expenses. Pass Through Expenses include 'materials' charges approved by Health in relation to Projects or any Charges based on Labour Rates.
Patient Information System	See Clinical Information System.
Pathologist	Means a specialist in pathology; a physician who practices, evaluates, or supervises diagnostic tests, using materials removed from living or dead patients, and functions as a laboratory consultant to clinicians, or who conducts experiments or other investigations to determine the causes or nature of disease changes.

Term	Definition
Pathology Laboratory	Means a pathology laboratory analyses specimens received from Healthcare Providers, including Specialists, from examination of a patient / Program Participant.
Pathology Laboratory Information Management System (LIMS)	Means a Pathology Laboratory system used for managing information.
Pathway or Screening Pathway	Means the screening pathway including all activities from identification of the target population to diagnosis. It includes invitation, having the test and receiving test results. It specifies the decision points and Healthcare Professional's involvement along the way in assessment and diagnosis.
PCEHR	Means the Personally Controlled Electronic Health Record (now called My Health Record).
Performance Issue	Has the meaning given in clause 44.2.1 of this Services Agreement.
Persistent Breach	Has the meaning given in clause 74.1.1 of this Services Agreement.
Persistent Breach Notice	Means a Notice issued under clause 74.1.1 of this Services Agreement which complies with the requirements of clause 74.1.2.
Person Master Database	Is the approach to ensuring the most accurate addresses are included in the Register. This will be determined during the co-Design phase.
Personal Information	Has the meaning in the *Privacy Act 1988* (Cth).
Personnel	Means, in relation to Health, Health Personnel; and in relation to the Service Provider, Service Provider Personnel.
Pharmaceutical Benefits Scheme (PBS)	Means the scheme administered by the Australian Government program that provides subsidised medicines.
Plan	Means a Document called plan under this Services Agreement.
Policies and Procedures Manual	Means the manual(s) of operational processes, standards and procedures to be developed and maintained in accordance with this Services Agreement.
Post Incident Report	Means a report prepared following the review of a performance failure(s) by the Service Provider including identifying its cause and measures required to prevent its reoccurrence.
Postage	Means the transmission of mail through Australia Post or a replacement mail provider. Postage costs are a Pass Through Expense.
Pricing Tables	Means the pricing tables contained in Schedule 4 - Attachment B - Pricing Tables.
Priority Level	Means a category used to identify the relative importance of an Incident, problem, Change or defect. Priority is based on impact and urgency, and is used to identify required times for actions to be taken. Priority Levels are defined in the applicable Priority Level Guidelines developed and / or as Approved by Health. The initial Priority Level guidance is set out below. **Schedule 5 - Service Level and Service Standard Framework** Priority

Term	Definition
	Levels indicate the Priority designation assigned to Incidents, and determine certain resolution actions which are based on business priorities and impact to Health. Priority Levels are based on a resolution target being set for each Priority; the objective is to resolve incidents within this timeframe. The following classification is to be used as a guide for assigning Priority Levels within the context of this Services Agreement Ticket Type - Incident applies to Service Desk Incident Priority Level 1 (P1) - Critical -Incident involves downtime, outage, severe performance degradation or other failure of one or more key business systems, functions or services that has a severe business impact. Level 1 Incidents would include a server outage where more than one End User is substantially impaired. Priority Level 2 (P2) - Important - Incident involves downtime, outage, severe performance degradation or other failure of one or more non-key business systems, functions or services. Level 2 Incidents include outages or Incidents that impact on a single End User and substantially impair that End User's ability to use desktop equipment. Priority 3 (P3) Normal - Incident involves: System, function or Service that adversely affects an End User's ability to process but for which there is a reasonable and practical circumvention so that the affected End User(s) can continue processing (and perform End User functions) with minimal or no loss of efficiency or functionality. Includes intermittent issues and reduced quality of service. A workaround may be available. Priority 4 (P4) - Low - an enquiry by an End User for information related to the IT services but is not directly related to a Incident or fault (for example, a "how to" question from an End User). For enquiries and complaint handling the following classification is to be used as a guide for assigning Priority Levels within the context of this Services Agreement. Ticket Type - (Call Centre) Level 1 Enquiries and Complaints The following classification is to be used as a guide for assigning Priority Levels within the context of this Services Agreement Level Priority 1 - Urgent Level Priority 2 - High Level Priority 3 - Medium Level Priority - Low Definitions will be subject to detailed Design.
Privacy Act	Means the *Privacy Act 1988* (Cth) as amended from time to time.
Privacy Commissioner	Has the same meaning as in the Privacy Act.
Privacy Impact Assessment (PIA)	Means a tool that Agencies can use to assess the privacy impacts of a new project and where necessary, identify ways in which the obligations set out in the *Privacy Act 1988* (Cth) and community expectations about privacy can be met.
Problem	Means the underlying cause of one (1) or more Incidents.

Term	Definition
Proceedings	Means any regulatory issues, litigation, arbitration, mediation, conciliation or proceeding.
Production or Production Environment	Production is a term used mostly by developers to describe the setting where software and other products are actually put into operation for their intended uses by end users. A production environment can be thought of as a real-time setting where programs are run and Hardware setups are installed and relied on for organisation or commercial daily operations.
Program(s)	Means National Bowel Cancer Screening Program and/or National Cervical Screening Program. Also see National Cancer Screening Program.
Program Deliverables	Means something that must be provided to meet a commitment in this Services Agreement or for a Program or Project.
Program Participation Management Services	Has the meaning given in Schedule 2 - Attachment A - Operator Service Requirements.
Program Policy	Means a reference to a set of basic principles and associated guidelines (including a reference to relevant Clinical Management Guidelines) for meeting the objectives of the Programs.
Project	Means a discrete unit of non-recurring work to design, develop, build, supply, test, implement, install or deploy a solution for Health, which is planned, implemented, executed, managed and closed in accordance with the Health Project Management Methodology and this Services Agreement.
Project Management	Means the process for managing all aspects of delivery of the Register and provision of the Services.
Project Plan	Means the Implementation and Transition Project Plan or a Plan relevant to a Project.
Project Schedule	Means the schedule agreed for a Project.
Project Services	Means the Services performed in relation to a Project by the Service Provider.
Project Spend	Means the total of the Charges related to Additional Services and Project Services that may be requested by Health from time-to-time in accordance with this Services Agreement that do not, at the time of the Health request, form part of the Services.
Protective Security Governance Guidelines	Has the meaning given it in the Protective Security Policy Framework.
Protective Security Policy Framework (PSPF)	Means the framework published by the Attorney-General's Department to provide the controls for Australian Government services to protect its people, information and assets.
Protective Security Protocols	Has the meaning given it in the Protective Security Policy Framework.
Provider	Means a general practitioner, specialist, Histopathologist, Colposcopist or Colonoscopist.

Q

Term	Definition
Quality Management Plan	Has the meaning given in Schedule 6 - Implementation and Transition Requirements.

R

Term	Definition
RASCI	Means: Responsible is defined as the party who performs the work to deliver the process or function. There is only one (1) role with a participation type of Responsible for every process or function; Accountable is defined as the party ultimately accountable for the delivery of the process or function, and the party the Responsible entity reports to. In all cases, the Accountable party is Health; Support is defined as the party that assists the Responsible entity to deliver the process or function; Consulted is defined as the parties not directly involved in a process or function but provide inputs and whose opinions are sought; and Informed is defined as those who receive outputs from a process or function or are kept up-to-date on progress.
Recipient Created Tax Invoice	Means a Tax Invoice created by a recipient of goods and services on behalf of a supplier.
Reduced Scope	Has the meaning given in clause 76.3 of this Services Agreement.
Register	Means all ICT and Operator components and capabilities to deliver the Services. Also called National Cancer Screening Register.
Register Data Warehouse	Means the Service Provider's data warehouse for the Register.
Register ICT Services	Means the ICT Services to maintain and support the Register.
Register Online Portal	Means a component of the Register User Interface which is split into three (3) categories: 1. Register operation; 2. information delivery; and 3. reporting.
Register Operator	Means the Service Provider responsible for delivering the operational and support Services required to enable and facilitate the Commonwealth, State and Territory based cancer screening programs (the Operator Services), in order to meet specific Outcomes.
Regulatory Agency	Means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity, ombudsman or authority and includes a minister of the Crown (in any right).

Term	Definition
Related Body Corporate and Related Bodies Corporate	Means an entity which falls within the definition of a 'Related Body Corporate' for the purposes of the *Corporations Act 2001* (Cth).
Related Entities	Means in the context of the Building Code requirements, has the meaning given in section 8 of the Building Code 2013 and section 6(2) of the Building Code 2014 if passed.
Release	Means a collection of new and/or changed Equipment, Software, Documentation, processes or other components required to implement a Change to IT Services (including the Services), which is tested and introduced into the Register environment together.
Remediation Period	Means the period the Service Provider must perform the Remediation Work in accordance with the Remediation Plan.
Remediation Plan	Means the plan referred to in Schedule 3 - Management and Governance.
Remediation Work	Means any rectification or remediation work in relation to the Services.
Reminder	Means a Communication sent to an Eligible Person or Participant when they are overdue for routine screening or require follow up according to Program Policy.
Remote Access	Means access to Health's computing environment by End Users not located at a Health Location. This covers access from mobile devices such as BYOD devices, notebooks and Blackberries as well as home PCs and other networks.
Removed Services	Means Services removed by Health from the scope of this Services Agreement. For the purpose of Schedule 7 - Disengagement Requirements only, the term 'Removed Services' refers to those Services, either wholly or partially, which are subject to Disengagement unless expressed otherwise.
Reporting Services	Has the meaning given in Schedule 2 - Attachment A - Operator Service Requirements.
Request for Tender or RFT	Means the Document(s) issued by Health requesting submission of a Tender from the market, including details of Health's objectives, requirements and conditions for submission of a Tender. It also includes any amendments or addenda issued in accordance with the RFT.
Re-screening	Means subsequent screening, timed and undertaken according to Program Policy or as initiated by a Healthcare Provider.
Resolution Time	Means the time within which the Service Provider must Fix a Defect, outage or resolve an Incident in accordance with this Services Agreement.
Resolve	Means to satisfactorily address an Incident or Problem. In the case of an Incident, a work-around that results in the service being restored may be sufficient. For a Problem, the underlying root cause must be identified and properly addressed. **Resolution** has a corresponding meaning.
Resource Plan	Means the Service Provider's resource plan for delivery of the Services, as described in Schedule 6 - Implementation and Transition

Term	Definition
	Requirements and Schedule 7 - Disengagement Requirements.
Resource Unit	Means a unit of measure that is used to calculate the Service Charges. Resource Units are listed in the Schedule 4 - Attachment A - Resource Unit Definition Tables and in the Pricing Tables.
Resource Unit Charge	Means a Charge that varies with the volume of resources consumed.
Resource Unit Categories	Means a logical grouping of service delivery resources designated in Schedule 4 - Pricing Framework for which distinct volumes consumed by Health are measured and to which Unit Rates and/or other charging mechanisms apply. Resource Unit Categories may be added or deleted from time to time as Additional Services are included within the scope of this Services Agreement or as Services may be removed from the scope of this Services Agreement.
Resource Unit Definition Table	Means the tables used for defining Charges as described in Schedule 4 - Pricing Framework.
Risk Management	Means the process for identifying and managing risks.
Risk Management Plan	The Service Provider's plan detailing its Risk Management framework and methodology to be utilised in delivery of the Register and provision of the Services, as described in Schedule 6 - Implementation and Transition Requirements.

S

Term	Definition
Schedules	Means the schedules to this Services Agreement.
Scheme	Means in the context of the Building and Construction WHS Accreditation requirements, the *Australian Government Building and Construction OHS Accreditation Scheme*.
Screening Assessment Management Services	Has the meaning given in Schedule 2 - Attachment A - Operator Service Requirements.
Screening Diagnosis Management Services	Has the meaning given in Schedule 2 - Attachment A - Operator Service Requirements.
Screening Management Services	Has the meaning given in Schedule 2 - Attachment A - Operator Service Requirements.
Screening Pathway	See Pathway.
Screening Program / Program	Means National Cancer Screening Programs.
Screening Round	Means an instance of screening for a Participant from invitation until the round is Closed.
Screening Test	Means screening tests that can identify pre-disease abnormalities, early disease or disease risk markers.
Secure Messaging	Means the secure message delivery specifications published by the

Term	Definition
Protocols	National e-Health Transitions Authority and developed collaboratively by the Digital Health community including NEHTA, Standards Australia, desktop Software vendors and secure messaging service providers.
Security Certification	Means certification under government security policies, regulations, guidelines and standards including the PSPF and ASD guidelines.
Security Classified Information	Has the meaning given in the PSPF.
Security Incident	Has the meaning given in the PSPF.
Security Policy	Means the policy or policies published by Health in relation to security, and includes the IT Security Policy.
Self-service	Means a type of electronic support that allows a person the ability to access information and perform routine tasks without requiring any intervention from a representative of the Register.
Service(s)	Means the services and any Deliverables including the Register, delivered or required to be delivered by the Service Provider in accordance with this Services Agreement, including all services and Deliverables described in the Schedules.
Service Desk	Means the first level service desk to receive, record and provide first level IT support for End Users.
Service Level	Means the metrics used to measure and report performance of the Services as specified in Schedule 5 - Service Level and Service Standard Framework.
Service Level Framework	Means the framework for managing the Service Provider's achievement of the Outcomes as defined by Schedule 5 - Service Level and Service Standard Framework.
Service Level Measure Definition Table	Means the tables used for defining Service Levels as described in Schedule 5 - Service Level and Service Standard Framework.
Service Level Reports	Has the meaning given it in Schedule 5 - Service Level and Service Standard Framework.
Service Management	Has the same meaning as IT Service Management.
Service Provider	Means the Party to this Services Agreement defined as such in the Services Agreement.
Service Provider Confidential Information	Means information that: (a) is by its nature confidential; (b) is designated by the Service Provider as confidential; and (c) is listed in Schedule 14 - Confidential Information of this Services Agreement as the Service Provider's Confidential Information; but does not include information which: (d) is or becomes public knowledge other than by breach of this Services Agreement or any other confidentiality obligation; or (e) has been independently developed or acquired by Health as

Term	Definition
	established by written evidence.
Service Provider Material	Means all Material (including Modifications to that Material) including Existing Material in which the Service Provider or any Related Body Corporate owns the Intellectual Property Rights and which is used or required to be provided as part of the Services or in accordance with this Services Agreement, but does not include New Material.
Service Provider Personnel	Means the officers, employees, agents, advisers, directors or Subcontractors of the Service Provider or of its Subcontractors who are engaged in performing the Services or activities associated with the provision of the Services.
Service Provider Representative	Means a person or persons identified as the Service Provider Representative in this Services Agreement.
Service Provider Supplied Material	Means Material supplied by the Service Provider for the purposes of the Services.
Service Request	Means a request for service as defined in the ITSM.
Service Standards	Means the standards so described in Schedule 5 - Service Level and Service Standard Framework.
SIEM	Means Security Information and Event Management (SIEM) which is an approach to security management that seeks to provide a holistic view of an organisation's information technology (IT) security.
Services Agreement	Means the deed of agreement between Health and the Service Provider for the provision of the Services.
Similar Services	Means Services supplied by the Service Provider: (a) having substantially similar functional and performance outcomes as the Services; and (b) having comparable scope and scale, to services being provided by service providers. For clarification, Similar Services excludes any separately priced component, being Software or Hardware.
SIT	Means System Integration Testing.
SOA	Means Solution Oriented Architecture. a set of architectural patterns and methodologies that describes the componentisation of IT services and the communication protocols which maximise reuse whilst adhering to standards and protocols.
Software	Means any computer program or programming (including source code and object code) and includes, without limitation, Modifications, any Software tools or object libraries embedded in that Software and all Materials relating to that Software and/or its design, development, Modification, operation, support or maintenance (and, in the case of Third Party Software, Software includes any Materials as are made available by the third party service provider under or in relation to the licence for that Third Party Software).
Software Design Data	Means, for the purposes of the Escrow Agreement in Schedule 15 - Escrow Agreement of this Services Agreement, the data which describes the internal design and operation of an agreed Software program and its

Term	Definition
	interface with the external Software and Hardware Systems in which it operates, including explanations of particular codes, standard headers or distinct procedures (with reference to inputs, outputs and processing), which is in sufficient detail to: (a) provide a clear understanding of the design and operation of internal interfacing and external interfacing Software Systems; (b) provide a complete and accurate technical description of the design and operation of the Software System to permit investigation and isolation of Software failures and Defects in service; and (c) provide Material and information to enable Software Modifications and design enhancements to be implemented and fully tested.
Software Licence	Means a contract setting out the rights of a user of Software.
Software Support Services	Has the meaning set out in Schedule 2 - Attachment B - Register ICT Service Requirements.
Software Update	Means, for the purposes of the Escrow Agreement in Schedule 15 - Escrow Agreement of this Services Agreement, in relation to agreed Software (including Software Design Data and Source Code): (a) a new release or change to that Software (which is designed to overcome errors or malfunctions in, or designed to improve the operation of, the Software); or (b) a new version of that Software (which is designed to enhance or provide extra functionality to that Software).
Solution / Solution Requirement(s)	Means a detailed description of the business, Functional Requirements, Non Functional Requirements and Service requirements for the Register, as amended by Health from time to time. The Solution Requirements are set out in the Statement of Requirement.
Solution Architecture	Means a solution architecture (SA) is an architectural description of a specific Solution. SAs combine guidance from different enterprise architecture viewpoints (business, information and technical), as well as from the enterprise solution architecture.
Solution Design	Means a description of a specific Solution detailing the both the business and technical capabilities, functions of a Software Application or System.
Source Code	Means, for the purposes of the Escrow Agreement at Schedule 15 - Escrow Agreement of this Services Agreement, the expression of agreed Software in human-readable language which is necessary for the understanding, maintaining, Modifying, correction and enhancing of the Software that is deposited with the Escrow Agent in accordance with the Escrow Agreement.
SOP	Means Standard Operating Procedure, an artefact which Documents an established procedure to be followed by the Register Operator in carrying out a given operation or in a given situation.
SRMP	Means the Security Risk Management Plan provided by the Service Provider in accordance with this Services Agreement and includes detail of the Threat Risk Assessment and Threat Treatment Plan of a System.

Term	Definition
SSL/TLA level encryption	Means Transport Layer Security (TLS) and its predecessor, Secure Sockets Layer (SSL) both used for secure messaging. such as web browsing, email, Internet faxing, instant messaging, and voice-over-IP (VoIP). Major web sites use TLS to secure all communications between their servers and web browsers.
SSO	Means Single Sign-on.
SSP	Means System Security Plan, as required in accordance with the ISM.
Specialist	Means medical specialists are doctors who have completed advanced education and clinical training in a specific area of medicine (their specialty area).
Stakeholder	Means any Agency, individual or other entity specified in the Statement of Requirement or otherwise Notified to the Service Provider by Health as having a role in the Services.
Stakeholder Management	Means the planning, coordination and management of Stakeholders.
Stakeholder Management Plan	Means the Service Provider's plan detailing its approach to Stakeholder identification, engagement and management including a description of the proposed Stakeholder Management processes used to ensure active Stakeholder engagement, as described in Schedule 6 - Implementation and Transition Requirements.
Statement of Requirement	Means the documents comprising Schedule 2 - Statement of Requirement, including its Attachments, specifying the scope of the Services.
Statement of Work (SoW)	Means a document prepared by the Service Provider that specifies the proposed scope, Deliverables and pricing for a Project.
States	Means the States of New South Wales, Queensland, South Australia, Tasmania, Victoria and Western Australia.
Statute	Means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time anywhere including in Australia, whether made by a State, Territory, the Commonwealth, or a local government.
Step In Event	Has the meaning given in clause 72.1.1 of this Services Agreement.
Step In Party	Means Health or its agent, attorney or nominee, and may be more than one person appointed to act jointly.
Step In Powers	Has the meaning given in clause 72.3.1 of this Services Agreement.
Step In Right	Has the meaning given in clause 72.2.1 of this Services Agreement.
Subcontract, Subcontractor or Sub-contractor	Means any person, other than Health, that directly or indirectly provides goods or services, for the purposes of this Services Agreement, to the Service Provider; and "Subcontract" has a corresponding meaning.
Support Hours	Means hours of support as outlined in the Statement of Requirement.
Suspension Notice	Means a Notice given in accordance with clause 73 of this Services Agreement.

Term	Definition
Suspension Rights	Means the rights Health is entitled to exercise under clause 73 of this Services Agreement.
System	Means a system is a set of interacting or interdependent components forming an integrated whole. It contains parts (or components) that are directly or indirectly related to each other, has processes and structural relationships.

T

Term	Definition
Tax	Means a tax, levy, duty, charge, deduction or withholding, however it is described, that is imposed by a Regulatory Agency, together with any related interest, penalty, fine or other charge.
Tax Invoice	Has the meaning given in the GST Act.
Technical Documentation	Means, for the purposes of the Escrow Agreement at Schedule 15 - Escrow Agreement of this Services Agreement, all agreed technical know-how and information reduced to a material form produced, acquired or used by the Service Provider or Subcontractors in relation to the Services and includes all data, databases, manuals, handbooks, designs, standards, specifications, reports, writings, models, sketches, plans, drawings, calculations, Source Code, Software Design Data, test results, Software and Software Updates and other items describing or providing information relating to the Services or their operations.
Term	Means the Initial Term and any Extended Term(s) as applicable under clause 2 of this Services Agreement.
Termination Event	Has the meaning given in clause 76.1.1 of this Services Agreement.
Territories	Means the Australian Capital Territory, the Northern Territory and external territories as relevant.
Test	See Screening Test.
Test Provider	See Healthcare Provider.
Third Party Agreements/Contracts	Means any contract with a third party provider other than the Service Provider or its Subcontractors.
Third Party Material	Means all Material including Third Party Software (including Modifications of or to that Material) acquired from a third party supplier (other than Health Material, New Material and Service Provider Material) that is used by the Service Provider to provide the Services, or provided by the Service Provider to, and used by, Health under or in connection with this Services Agreement and, in case of Material used in connection with the Register is necessary for Health to access and use the Register in accordance with clause 64 of this Services Agreement.
Third Party Software	Means Software (including Modifications of or to that Software) that is: (a) acquired from a third party supplier; and (b) used by the Service Provider in the performance of the Services;

Term	Definition
	and (c) in the case of Software used in connection with the Register, is necessary for Health to access and use in order to access and use the Register.
Total At Risk Amount	Has the meaning given it in Schedule 5 - Service Level and Service Standard Framework.
Total Base Charges	Means the total Services Charges payable by Health to the Service Provider in a Billing Period, excluding Charges for Additional Services, a Project or any Bonus Payment.
Total Bonus Payment	Has the meaning given it in Schedule 5 - Service Level and Service Standard Framework.
Total Monthly Charges	Means the Total Base Charges and the Charges for Additional Services payable by Health to the Service Provider in a Billing Period.
Total Spend	Means the sum of the Total Base Charges payable by Health during the relevant measuring period.
Transition	Means the transition in of the Services in accordance with the Implementation and Transition Plan.
Transition Period	Means the period beginning on and from the Commencement Date and ending in accordance with the Implementation and Transition Plan.

U

Term	Definition
UAT	Means User Acceptance Testing.
Unavoidable Losses	Means the Losses payable under clause 76.2 of this Services Agreement.
Under-screened persons	Means people who have not undertaken a Screening Test within a specified time period.
Unintentional Error of Form	Means an error that Health is satisfied represents incomplete information not consistent with the Tenderer's intentions and, if relevant, capabilities at the time the Tender was lodged.
Unit Charge or Resource Unit Charge	Means a charge based on a Unit Rate which varies with the volume of resources consumed.
Unit Rate	Means the Charge payable by Health to the Service Provider for each measureable Resource Unit as specified in the Pricing Tables.
Use	Means the use of including for the purposes of designing, implementing, maintaining, installing, amending, accessing, or in any other way using an item, including access to and use of any Software; Equipment and Documentation.
User Acceptance Test	Means user testing undertaken as part of the Acceptance Testing.

V

Term	Definition
Variable Charge	Means a charge that varies according to volume.
Variation Proposal	Means a proposal to vary this Services Agreement as referred to in clause 82 of this Services Agreement.

W

Term	Definition
Waiver Manual	Means the manual of that name as updated from time to time detailing all waivers made under this Services Agreement.
WBS	Means Work Breakdown Structure.
Web Content Management Services	Has the meaning given in Schedule 2 - Attachment A - Operator Service Requirements.
WGE Act	The *Workplace Gender Equality Act 2012* (Cth).
Whole of Government (WoG)	Means an arrangement established to benefit, or affecting or involving, one (1) or more Agencies.
Whole of Government Arrangement	Means a Whole of Government coordinated procurement method that enables or facilitates the delivery of certain goods and services to one (1) or more Agencies.
WHS Act	Means the *Work Health and Safety Act 2011* (Cth).
WHS Laws	Means the WHS Act, any regulations made under that Act and any 'corresponding WHS law' within the meaning of section 4 of the WHS Act and Regulation 6A of the Work Health and Safety Regulations 2011.
Wilful Misconduct	Means any reckless or intentional and wrongful act or failure to act which: (a) does not breach this Services Agreement; or (b) breaches this Services Agreement or evinces an intention to no longer be bound by this Services Agreement (including repudiation) (as relevant), in circumstances where: (c) the person who acted or failed to act either knew or should have known that their action or failure to act would result in Loss and nevertheless continued to act or fail to act notwithstanding the likely consequences; and (d) the person's action or failure to act is in disregard of a known or obvious risk that is so great as to make it highly probable that the harm will outweigh the benefit.
WoG Arrangement	See Whole of Government Arrangement.
Work Order	Means a work order to implement a Project, see clause 27 of the Services Agreement.

X

Term	Definition
No Terms	

Y

Term	Definition
No Terms	

Z

Term	Definition
No Terms	

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 9

HEALTH DEED OF CONFIDENTIALITY AND PRIVACY

Deed Poll made at **on**

By

[Insert name and address of person] (**Confidant**)

In favour of

Commonwealth of Australia represented by the **Department of Health**
ABN 83 605 426 759 of Scarborough House, Atlantic Street, Woden Town Centre, ACT (**Health**)

Recitals

A. Health possesses valuable Confidential Information.

B. The Confidant is currently in, or may in the future come into, possession of certain Confidential Information.

C. By this Deed, the Confidant agrees to certain restrictions on the use and disclosure of that Confidential Information by the Confidant.

Operative provisions

1. Definitions

In the interpretation of this Deed, unless the contrary intention appears or the context otherwise requires or admits, the following expressions will have the following meanings:

Agency means:

(a) a government or government department or other body;

(b) a governmental, semi-governmental or judicial person; or

(c) a person (whether autonomous or not) who is charged with the administration of law,

and unless stated otherwise, includes Commonwealth, State and Territory Agencies.

Commonwealth means the Commonwealth of Australia.

Commonwealth Record has the meaning in the *Archives Act 1983* (Cth).

Confidential Information means information that:

(a) is by its nature confidential;

(b) is designated by Health as confidential; or

(c) the Confidant knows or ought to know is confidential;

and includes to the extent that it is confidential:

(d) information comprised in or relating to any Intellectual Property Rights owned by Health, a State or Territory;

(e) information relating to the internal management and structure of Health, a State or Territory;

(f) information relating to other contractors or suppliers to Health, or its customers; and

(g) Health Data,

but does not include information which:

(h) is or becomes public knowledge other than by breach of this Deed or any confidentiality obligation; or

(i) has been independently developed or acquired by the Confidant as established by written evidence.

Deed means this document.

End User means all Stakeholders and users of the National Cancer Screening Register either directly or indirectly, including without limitation:

(a) participants of a National Cancer Screening Program;

(b) Health Personnel;

(c) State and Territory personnel;

(d) Healthcare Professionals; and

(e) software developers of medical practice systems.

Health means the Commonwealth of Australia acting through the Department of Health.

Health Data means all data and information (including Personal Information) relating to Health or an Agency or an End User and its or their respective functions (including data and information relating to Health's business operations, business assets, business programs, programmes and its personnel), facilities, End Users, personnel, assets or programs, in whatever form that data and information may exist and whether or not it was generated by or processed by or on behalf of Health, or is stored in any Commonwealth Record. Health Data does not include data or information that is generated by software or equipment as a consequence of its inherent operation and which does not allow identification of Health, its functions or any particular individual (including non-identifiable log files, software and equipment performance data, or other system operating information).

Healthcare Professional means an umbrella term to describe members of the medical community, including general practitioners, specialists, colonoscopists, colposcopists, histopathologists, pathologists, nurses or Aboriginal healthcare workers.

Health Personnel means the officers, employees, agents, advisers, consultants, contractors and subcontractors and other personnel of Health (other than Service Provider personnel).

Intellectual Property Rights or **IPR** includes business names, copyrights, and all rights in relation to inventions, patents, registered and unregistered trade marks (including service marks), registered and unregistered designs, semi-conductor and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Law means any applicable statute, regulation, by law, ordinance or subordinate legislation in force from time to time anywhere including in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law and equity as applicable from time to time.

Personal Information has the meaning in the *Privacy Act 1988* (Cth).

Modify means to add to, enhance, reduce, adapt, change, replace, vary or improve. Derivatives such as 'Modification' and 'Modified' have corresponding meanings.

Notice means notice in Writing given in accordance with this Deed.

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Service Provider means [insert name and ABN of Service Provider].

Services Agreement means the agreement between Health and the Service Provider for the provision and management of the National Cancer Screening Register dated [insert].

Stakeholder means any Agency, individual or other entity specified in the Statement of Requirement or otherwise notified to the Service Provider by Health as having a role in the Services.

Writing means any mode of representing or reproducing words, figures, drawings or symbols in a visible form delivered, posted, or transmitted electronically.

2. Interpretation

Unless the contrary intention appears:

(a) monetary references are references to Australian currency;

(b) the paragraph headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;

(c) a cross reference to a paragraph number is a reference to all its sub-paragraphs;

(d) words in the singular include the plural and vice versa;

(e) words importing a gender include any other gender;

(f) a reference to a person includes a partnership and a body whether corporate or otherwise;

(g) a reference to a paragraph is a reference to a paragraph of this Deed; and

(h) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

3. Confidentiality

3.1 Non disclosure

Subject to **paragraph 3.5**, the Confidant must not disclose Confidential Information or Personal Information to any person without the prior written consent of Health.

3.2 Consent

Health may grant or withhold its consent in its absolute and unfettered discretion.

3.3 Conditions on consent

If Health grants its consent, it may impose conditions on that consent. In particular, but without limiting the generality of the preceding sentence, Health may require that the Confidant

procure the execution of a confidentiality undertaking in these terms and conditions by the person to whom the Confidant proposes to disclose the Confidential Information or Personal Information.

3.4 Complying with conditions

If Health grants consent subject to conditions, the Confidant must comply with those conditions.

3.5 Legal disclosure

The Confidant may only disclose Confidential Information and Personal Information:

(a) to the extent required by Law or by a lawful requirement of any Agency having authority over the Confidant;

(b) subject to any Law to the contrary, if required in connection with legal proceedings;

(c) subject to any Law to the contrary, for governmental, reporting or public accountability reasons, including a request for information by parliament or a parliamentary committee;

(d) to the extent necessary to obtain professional advice in relation to the Service Provider's rights and obligations under the Services Agreement;

(e) to its officers or employees to the extent reasonably necessary to exercise rights or to perform obligations under the Services Agreement; or

(f) to a Related Body Corporate of the Service Provider for the purpose of the performance of the Services Agreement.

4. Restriction on use

The Confidant will use the Confidential Information and Personal Information provided by Health only for the purposes of its dealings with Health and, if necessary, for the purposes of the Confidant performing any part of the Services Agreement.

5. Uncertainty

In the event of uncertainty as to whether any information is Confidential Information, the information is deemed to be Confidential Information unless Health notifies the Confidant in Writing to the contrary.

6. Security

The Confidant will:

(a) maintain proper and secure custody of all Confidential Information and Personal Information which is in its possession or under its control;

(b) use its best endeavours to prevent the use or disclosure of the Confidential Information or Personal Information by third parties contrary to this Deed;

(c) immediately notify Health in Writing of any suspected, expected or actual unauthorised use, copying or disclosure of the Confidential Information or Personal Information contrary to this Deed; and

(d) give Health all reasonable assistance in connection with any action or proceeding which Health may institute against any person relating to any unauthorised use, copying or disclosure of the Confidential Information or Personal Information, and

with any investigation Health may initiate into any suspected, expected or actual unauthorised use, copying or disclosure of the Confidential Information or Personal Information.

7. Disclaimer

7.1 No warranty

The Confidant acknowledges that Health does not make any representation or warranty as to the accuracy or completeness of any information which is provided to the Confidant.

7.2 No liability

Except as may otherwise be expressly agreed in Writing, Health is not liable to the Confidant in relation to the use of Confidential Information or Personal Information by the Confidant.

8. Powers of Health

8.1 Delivery and destruction of documents

The Confidant will:

(a) immediately on the request in Writing of Health or a person authorised by Health deliver up to Health:

(i) all of the Confidential Information and Personal Information;

(ii) all alterations, Modifications, developments and enhancements to, copies of or extracts from, the Confidential Information and Personal Information in whatever form; and

(iii) all materials that otherwise comprise, contain or are based on the Confidential Information and Personal Information, in the Confidant's possession, power or control; or

(b) immediately on the request in Writing of Health or a person authorised by Health:

(i) destroy the documents mentioned in **paragraph 8.1(a)**, and in the case of computer data, this must be done by a method of erasing it from the media on which it is stored so that it cannot in any way be recovered, reconstructed or reconstituted; or

(ii) otherwise deal with the document mentioned in **paragraph 8.1(a)** as Health directs,

and the Confidant will then promptly certify in Writing to Health that all of the documents mentioned in **paragraph 8.1(a)** have been delivered up, destroyed or dealt with as directed.

Notwithstanding the above, the Confident may retain one (1) copy of the Confidential Information solely for the purpose of compliance with any applicable Law or in the event of litigation, or if contained in board papers or other internal senior management reports of the Confidant.

8.2 Confidential Information and Personal Information beyond possession or control

If Health makes a demand under this **paragraph 8**, and the Confidant has placed documents containing the Confidential Information or Personal Information, or is aware that documents containing the Confidential Information or Personal Information are, beyond his or her possession or control, then the Confidant must provide full particulars of the whereabouts of

the documents containing the Confidential Information or Personal Information, and the identity of the person in whose custody or control they lie.

8.3 Meaning of "documents"

In this **paragraph 8**, "documents" includes any form of storage of information, whether visible to the eye or not.

8.4 Legal proceedings

The Confidant acknowledges that Health may take legal proceedings against the Confidant if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

9. Criminal liability

9.1 Criminal offence

The Confidant acknowledges the provisions of Part 10.7 of the *Criminal Code 1995* (Cth) for which there are a range of penalties, including imprisonment.

9.2 Other criminal offences

The Confidant acknowledges that:

(a) section 3(1) of the *Crimes Act 1914* (Cth) states that the term "Commonwealth officer" includes, for the purpose of section 70 of that Act, a person who "performs services for or on behalf of the Commonwealth";

(b) the publication or communication by a Commonwealth officer of any fact or document which has come to its knowledge or into the person's possession or custody by virtue of the person's being a Commonwealth officer (other than to a person to whom the Commonwealth officer is authorised to publish or disclose the fact or document) may be an offence under section 70 or 79 of the *Crimes Act 1914* (Cth), punishment for which may be a maximum of two (section 70) to seven (section 79) years imprisonment; and

(c) it is an offence under Division 137 of the *Criminal Code 1995* (Cth) to knowingly give false and misleading information (in a material particular) to the Commonwealth or its officers or agents.

10. No exclusion of Law

This Deed must not be construed to exclude the operation of any principle of Law intended to protect and preserve the confidentiality of the Confidential Information or protect the Personal Information.

11. Waiver

11.1 Separate instances of waivers

No waiver by Health of one breach of any obligation or provision of this Deed (expressed or implied) will operate as a waiver of another breach of the same or of any other obligation or provision of this Deed (expressed or implied).

11.2 Consent in Writing

None of the provisions in this Deed must be taken either at Law or in equity to have been varied, waived, discharged or released by Health unless by its express consent in Writing.

12. Remedies cumulative

The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by Law or any other such right or remedy.

13. Variations and amendments

No term or provision of this Deed may be amended or varied unless such amendment or variation is in Writing and signed by the Confidant and Health.

14. Applicable Law

This Deed is governed by and is to be construed in accordance with the Laws in force in the Australian Capital Territory (ACT). The Confidant and Health irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the ACT in respect of all matters arising from this Deed.

15. Notices

15.1 Deemed service to the Confidant

A Notice or other communication which may be given to the Confidant under this Deed will be deemed to have been duly given if it is in Writing, signed by Health, and is either delivered by hand, posted, sent by email in pdf or a copy transmitted by facsimile to the Confidant at the address or facsimile number (as the case may be) set out in **Attachment A** to this Deed or such other address or facsimile number as may be notified in Writing to Health from time to time.

15.2 Deemed service to Health

A Notice or other communication which may be given to or served on Health under this Deed will be deemed to have been duly given or served if it is in Writing, signed by or on behalf of the Confidant and is either delivered by hand, posted or a copy transmitted by facsimile to Health at the address or facsimile number (as the case may be) set out in **Attachment A** to this Deed or such other address or facsimile number as may be notified in Writing to the Confidant from time to time.

16. Survival of obligations

The obligations in this Deed are perpetual.

Attachment A – Contact Details

Health

Contact:	[**insert**]
Physical Address:	[**insert**]
Postal Address:	[**insert**]
Phone:	[**insert**]
Email:	[**insert**]

Confidant

Contact:	[**insert**]
Physical Address:	[**insert**]
Postal Address:	[**insert**]
Phone:	[**insert**]
Email:	[**insert**]

EXECUTED as a deed poll.

SIGNED, SEALED AND DELIVERED by:

In the presence of:

Signature of Confidant	Signature of witness
Name	Name

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 10

SERVICE PROVIDER DEED OF CONFIDENTIALITY

[Note: This document will also be used by the Benchmarker. The Benchmarker may want to retain de-identified numerical material.]

Deed Poll made at **on**

By

[insert name and address of person] (**Confidant**)

In favour of

[insert name, ABN and address of Service Provider] (**Service Provider**)

Recitals

A. The Service Provider possesses valuable Confidential Information.

B. The Confidant is currently in, or may in the future come into, possession of certain Confidential Information.

C. By this Deed, the Confidant agrees to certain restrictions on the use and disclosure of that confidential information by the Confidant.

Operative provisions

1. Definitions

In the interpretation of this Deed, unless the contrary intention appears or the context otherwise requires or admits, the following expressions will have the following meanings:

Agency means:

(a) a government or government department or other body;

(b) a governmental, semi-governmental or judicial person; or

(c) a person (whether autonomous or not) who is charged with the administration of a law.

and unless stated otherwise, includes Commonwealth, State and Territory Agencies.

Commonwealth means the Commonwealth of Australia.

Confidential Information means information that:

(a) is by its nature confidential;

(b) is designated by the Service Provider as confidential, or

(c) the Confidant knows or ought to know is confidential;

but does not include information which:

(d) is or becomes public knowledge other than by breach of this Deed or any confidentiality obligation; or

(e) has been independently developed or acquired by the Confidant as established by written evidence.

Deed means this document.

Health means the Commonwealth of Australia acting through the Department of Health.

Health Personnel means the officers, employees, agents, advisers, consultants, contractors and subcontractors and other personnel of Health (other than Service Provider Personnel).

Law means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time anywhere including in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law and equity as applicable from time to time.

Modify means to add to, enhance, reduce, adapt, change, replace, vary or improve. Derivatives such as 'Modification' and 'Modified' have corresponding meanings.

Notice means a notice in Writing given in accordance with this Deed.

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Service Provider means [insert name and ABN of Service Provider].

Service Provider Personnel means the officers, employees, agents, advisers, directors or subcontractors of the Service Provider or of its subcontractors who are engaged in performing the services or activities associated with the provision of the services under the Services Agreement.

Services Agreement means the agreement between Health and the Service Provider for the provision and management of the National Cancer Screening Register dated [insert].

Writing means any mode of representing or reproducing words, figures, drawings or symbols in a visible form delivered, posted, or transmitted electronically.

2. Interpretation

Unless the contrary intention appears:

(a) monetary references are references to Australian currency;

(b) the paragraph headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;

(c) a cross reference to a paragraph number is a reference to all its sub-paragraphs;

(d) words in the singular include the plural and vice versa;

(e) words importing a gender include any other gender;

(f) a reference to a person includes a partnership and a body whether corporate or otherwise;

(g) a reference to a paragraph is a reference to a paragraph of this Deed; and

(h) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

3. Confidentiality

3.1 Non disclosure

Subject to **paragraph 3.5**, the Confidant must not disclose Confidential Information to any person without the prior written consent of the Service Provider.

3.2 Consent

The Service Provider may grant or withhold its consent in its absolute and unfettered discretion.

3.3 Conditions on consent

If the Service Provider grants its consent, it may, subject to the Services Agreement, impose conditions on that consent. In particular, but without limiting the generality of the preceding sentence, the Service Provider may require that the Confidant procure the execution of a confidentiality undertaking in these terms and conditions by the person to whom the Confidant proposes to disclose the Confidential Information.

3.4 Complying with conditions

If the Service Provider grants consent subject to conditions, the Confidant must comply with those conditions.

3.5 Legal and other disclosure

The Confidant may only disclose Confidential Information:

(a) as specified in the Services Agreement;

(b) to Health, Health Personnel and Service Provider Personnel solely on a "need to know" basis and then only for the purpose identified in **paragraph 4**;

(c) if the Confidant is an incorporated entity, to its Related Bodies Corporate, officers, employees and advisors solely on a "need to know" basis and then only for the purpose identified in **paragraph 4**;

(d) to Health's and each of the State's and Territory's responsible Minister;

(e) to the extent required by Law or by a lawful requirement of any Agency (including, without limitation, the Commonwealth Auditor-General, the Auditor General of any State or Territory and the Commonwealth Privacy Commissioner);

(f) if it is authorised or required by Law to be disclosed, including in connection with legal proceedings; or

(g) subject to any Law to the contrary, for governmental, reporting or public accountability reasons, including in response to a request for information by parliament or a parliamentary committee.

4. Restriction on use

The Confidant will use the Confidential Information provided by the Service Provider only for the purposes of its dealings with the Service Provider and, if necessary, for the purposes of the Confidant performing any part of the Services Agreement.

5. Uncertainty

In the event of uncertainty as to whether any information is Confidential Information, the information is deemed to be Confidential Information unless the Service Provider notifies the Confidant in Writing to the contrary.

6. Security

The Confidant will:

(a) maintain proper and secure custody of all Confidential Information which is in its possession or under its control;

(b) use its best endeavours to prevent the use or disclosure of the Confidential Information by third parties contrary to this Deed;

(c) immediately notify the Service Provider in Writing of any suspected, expected or actual unauthorised use, copying or disclosure of the Confidential Information contrary to this Deed; and

(d) give the Service Provider reasonable assistance in connection with any action or proceeding which the Service Provider may institute against any person relating to any unauthorised use, copying or disclosure of the Confidential Information, and with any investigation the Service Provider may initiate into any suspected, expected or actual unauthorised use, copying or disclosure of the Confidential Information.

7. No exclusion of Law

This Deed must not be construed to exclude the operation of any principle of Law intended to protect and preserve the confidentiality of the Confidential Information.

8. Disclaimer

8.1 No warranty

The Confidant acknowledges that the Service Provider does not make any representation or warranty as to the accuracy or completeness of any information which is provided to the Confidant.

8.2 No liability

Except as may otherwise be expressly agreed in Writing, the Service Provider is not liable to the Confidant in relation to the use of Confidential Information by the Confidant.

9. Powers of the Service Provider

9.1 Delivery and destruction of documents

The Confidant will:

(a) promptly on the request in Writing of the Service Provider or a person authorised by Service Provider deliver up to the Service Provider:

(i) all of the Confidential Information;

(ii) all alterations, Modifications, developments and enhancements to, copies of or extracts from, the Confidential Information in whatever form; and

(iii) all materials that otherwise comprise, contain or are based on the Confidential Information, in the Confidant's possession, power or control;

except to the extent that the Confidential Information has been incorporated into a Commonwealth Record within the meaning of the *Archives Act 1983* (Cth) or equivalent State or Territory record; or

(b) immediately on the request in Writing of the Service Provider or a person authorised by the Service Provider, except to the extent the Confidential Information has been incorporated into a Commonwealth Record within the meaning of the *Archives Act 1983* (Cth) or equivalent State or Territory record:

(i) destroy the documents mentioned in **paragraph 9.1(a),** and in the case of computer data, this must be done by a method of erasing it from the media on which it is stored so that it cannot in any way be recovered, reconstructed or reconstituted; or

(ii) otherwise deal with the document mentioned in **paragraph 9.1(a)** as the Service Provider directs,

and the Confidant will then promptly certify in Writing to the Service Provider that all of the documents mentioned in **paragraph 9.1(a)** have been delivered up, destroyed or dealt with as directed.

Notwithstanding the above, the Confident may retain one (1) copy of the Confidential Information solely for the purpose of compliance with any applicable Law or in the event of litigation, or if contained in board papers or other internal senior management reports of the Confidant.

9.2 Confidential Information beyond possession or control

If the Service Provider makes a demand under this **paragraph 9**, and the Confidant has placed documents containing the Confidential Information, or is aware that documents containing the Confidential Information are, beyond his or her possession or control, then the Confidant must provide full particulars of the whereabouts of the documents containing the Confidential Information, and the identity of the person in whose custody or control they lie.

9.3 Meaning of "documents"

In this **paragraph 9**, "documents" includes any form of storage of information, whether visible to the eye or not.

9.4 Legal proceedings

The Confidant acknowledges that the Service Provider may take legal proceedings against the Confidant if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

10. Waiver

10.1 Separate instances of waivers

No waiver by the Service Provider of one breach of any obligation or provision of this Deed (expressed or implied) will operate as a waiver of another breach of the same or of any other obligation or provision of this Deed (expressed or implied).

10.2 Consent in Writing

None of the provisions in this Deed must be taken either at Law or in equity to have been varied, waived, discharged or released by the Service Provider unless by its express consent in Writing.

10.3 Remedies cumulative

The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by Law or any other such right or remedy.

10.4 Variations and amendments

No term or provision of this Deed may be amended or varied unless such amendment or variation is agreed and signed by the Confidant and the Service Provider.

10.5 Applicable Law

This Deed is governed by and is to be construed in accordance with the Laws in force in the Australian Capital Territory (ACT). The Confidant and the Service Provider irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the ACT in respect of all matters arising from this Deed.

11. Notices

11.1 Deemed service to the Confidant

A notice or other communication which may be given to the Confidant under this Deed will be deemed to have been duly given if it is in Writing, signed by the Service Provider, and is either delivered by hand, posted, sent by email in pdf or a copy transmitted by facsimile to the Confidant at the address or facsimile number (as the case may be) set out in **Attachment A** to this Deed or such other address or facsimile number as may be notified in Writing to the Service Provider from time to time.

11.2 Deemed service to the Service Provider

A notice or other communication which may be given to or served on the Service Provider under this Deed will be deemed to have been duly given or served if it is in Writing, signed by or on behalf of the Confidant and is either delivered by hand, posted or a copy transmitted by facsimile to the Service Provider at the address or facsimile number (as the case may be) set out in **Attachment A** to this Deed or such other address or facsimile number as may be notified in Writing to the Confidant from time to time.

12. Survival of obligations

The obligations in this Deed are perpetual.

Attachment A – Contact Details

Service Provider

Contact:	[**insert**]
Physical Address:	[**insert**]
Postal Address:	[**insert**]
Phone:	[**insert**]
Email:	[**insert**]

Confidant

Contact:	[**insert**]
Physical Address:	[**insert**]
Postal Address:	[**insert**]
Phone:	[**insert**]
Email:	[**insert**]

EXECUTED as a deed poll.

SIGNED, SEALED AND DELIVERED by:

In the presence of:

Signature of Confidant	Signature of witness
Name	Name

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 11

HEALTH SUPPLIED ITEMS

Health will provide access to:

Item	Description	Date
(a)	FOBT Kits.	Ongoing. Details to be resolved in Implementation Period.
(b)	Health's ICT Security Standards.	Ongoing. Details to be resolved in Implementation Period.
(c)	Program Policy.	Ongoing. Details to be resolved in Implementation Period.
(d)	Medicare Data including MBS claims and DVA Data. This involves the provision of electronic access to periodic downloads of Medicare demographic data and relevant MBS codes for participants or invitees.	Ongoing. Details to be resolved in Implementation Period.
(e)	National Authentication Service for Health (**NASH**). This involves the provision of access to the NASH, including provision of relevant certificates and CRL's. Health will introduce the Service Provider to the Department of Human Services and the Service Provider will arrange access to this solution from the Department of Human Services. Health will have no ongoing access role.	Ongoing. Details to be resolved in Implementation Period.
(f)	myGov. This involves access to myGov authentication facilities and documentation as required.	Ongoing. Details to be resolved in Implementation Period.
(g)	Access to the HI Service and provision of a relevant HI Service identifier to the Service Provider.	Ongoing. Details to be resolved in Implementation Period.
(h)	Access to the My Health Record to allow for the publication of the relevant documents for individual participants.	Ongoing. Details to be resolved in Implementation Period.
(i)	As per **Schedule 4 – Attachment B – Pricing Tables** – Tab 7 Facilities, Health is also to provide for up to six (6) staff of the Service Provider to be located at a Health Site for the Implementation Period to assist with Implementation and Transition.	

Schedule 12 - Not Used

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 13

FINANCIAL UNDERTAKING

FINANCIAL UNDERTAKING

By: Westpac Banking Corporation A.R.B.N. 007 457 141 **To:** **The Commonwealth of Australia, acting through and represented by the Department of Health ABN 83 605 426 759**

At the request of **«Telstra_or_Subs_Full_Name_and_ABN_or_A»** (**the applicant**) and in consideration of **«Beneficiary_and_ABN_Number»** (**the favouree**) accepting this undertaking as required «Description_of_Contract_and_Contract_No» (**the Agreement**), WESTPAC BANKING CORPORATION (**the Bank**) unconditionally undertakes to pay on demand any sum or sums which may from time to time be demanded by the favouree to a maximum aggregate sum of **«Amount_in_Numbers_Amount_in_words»** (**the Sum**).

This undertaking continues until a notification has been received from the favouree that the Sum is no longer required by the favouree or until this undertaking is returned to the Bank or until payment to the favouree by the Bank of the whole of the Sum or such part as the favouree may require provided that notwithstanding any other provision of this undertaking unless otherwise determined, this undertaking expires at 4.00 p.m. on the **«Expiry_Date»** at which date, the Bank's liability shall cease and determine, and no demands served or received after such date shall be payable by the Bank.

Should the Bank be notified in writing purporting to be signed by or for and on behalf of the favouree that the favouree desires payment to be made of the whole or any part or parts of the Sum, it is unconditionally agreed that such payment or payments will be made to the favouree forthwith and notwithstanding any notice given by the applicant to the Bank not to pay same. Provided always that the Bank may at any time without being required so to do pay to the favouree the Sum less any amount or amounts it may previously have paid under this undertaking or such lessor Sum as may be required and specified by the favouree and thereupon the liability of the Bank hereunder shall immediately cease and determine.

The favouree shall not assign or transfer all or any part of its rights under this undertaking without the prior written consent of the Bank.

Should the Bank at its option consent to the assignment or transfer of this undertaking in the manner hereinbefore provided then, except to the extent that such interpretation shall be excluded by or be repugnant to the context whenever the same is used herein, the word "favouree" shall include the assigns and the executors administrators or successors of each party who is named herein as the favouree."

Dated at Sydney: [**insert date document is signed**]

Signed as a Deed Poll for
Westpac Banking Corporation A.R.B.N. 007 457 141
by its attorney

SIGNED, SEALED AND DELIVERED for and on
behalf of

By:

.....	.....
Name of signatory	Signature

In the presence of:

.....	.....
Name of Witness (Print)	Signature of witness
.....	.....
Date	Date

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 14

CONFIDENTIAL INFORMATION

Service Provider Confidential Information

Item no.	Service Provider Confidential Information	Reasons for Confidentiality	Period of Confidentiality
1.	The Charges as set out in **Schedule 4 - Pricing Framework**, including At Risk Amounts and details of any Financial Undertaking but not the total price nor the fact that there is an unconditional Financial Undertaking.	The information is commercially sensitive, not generally known or ascertainable and provided under an understanding it will remain confidential. Disclosure would cause unreasonable detriment to the Service Provider. Disclosure could commercially disadvantage the Service Provider.	Term, Disengagement Period and seven (7) years after termination or expiry of this Services Agreement.
2.	The details of the limitation of liability, warranty and insurance requirements, but not the fact that these items exist.	As above	As above
3.	The Service Provider's technical solution to deliver the Services and Intellectual Property Rights in the Register.	As above	As above
4.	Service Levels, but not the fact that there are Service Levels.	As above	As above
5.	Key Personnel Personal Information.	As above	As above
6.	For Subcontractors: a) the Charges as set out in the Subcontract, including At Risk Amounts and details of any financial undertaking but not the total price nor the fact that there is an unconditional financial undertaking; b) the details of the limitation of liability, warranty and insurance requirements, but not the fact that these items exist; c) the Service Provider's technical solution to deliver the Services and Intellectual Property Rights; d) Service Levels, but not the	As above	As above

Item no.	Service Provider Confidential Information	Reasons for Confidentiality	Period of Confidentiality
	fact that there are Service Levels; and e) Key Personnel Personal Information.		

Health Confidential Information

Item no.	Health Confidential Information	Reasons for Confidentiality	Period of Confidentiality
1.	Health Data	The information is sensitive, not generally known or ascertainable and provided under an understanding it will remain confidential. Disclosure would cause unreasonable detriment to Health.	The earlier of: (a) the information becoming public knowledge other than by breach of this Services Agreement or any other confidentiality obligation; or (b) Health waiving confidentiality in writing.

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 15

ATTACHMENT A

ESCROW MATERIAL

[NOT PROVIDED]

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 15

ESCROW AGREEMENT

[NOT PROVIDED]

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 16

KEY CONTRACT SIDE DEED

National Cancer Screening Register

Key Contract Side Deed

[Insert name of Key Contractor]
Key Contractor

[Insert name of Key Contractor Guarantor]
Key Contractor Guarantor

Telstra Corporation Limited
Service Provider

Commonwealth of Australia represented by and acting through the Department of Health
Health

Clayton Utz
Lawyers
Level 10, 2 Phillip Law Street, Canberra ACT 2600 Australia
GPO Box 9806 Canberra ACT 2601
T +61 2 6279 4008 F +61 2 6279 4099

www.claytonutz.com

Table of Contents

Key Contract Side Deed dated

Parties

[ ] ACN [[of [ ] (**Key Contractor**)

[ ] ABN [ ] of [ ] (**Key Contractor Guarantor**)

Telstra Corporation Limited ABN 33 051 775 556 of Level 41, 242 Exhibition Street, Melbourne, Victoria (**Service Provider**)

The **Commonwealth of Australia** as represented by the **Department of Health ABN 83 605 426 759** of Scarborough House, Atlantic Street, Woden Town Centre, Australian Capital Territory (**Health**)

Background

A. Health and the Service Provider have entered, or will enter, into the Services Agreement for the provision of services to manage and facilitate Commonwealth, State and Territory based cancer screening programs.

B. The Service Provider has subcontracted part of its obligations to provide services to Health to the Key Contractor pursuant to the Key Contract.

C. The Key Contractor Guarantor has, pursuant to the Key Contract Guarantee, guaranteed to the Service Provider the performance of the Key Contractor's obligations under the Key Contract.

D. The Key Contractor and the Key Contractor Guarantor have agreed to grant Health certain rights in relation to the Key Contract and the Key Contract Guarantee.

Operative provisions

1. Definitions and interpretation

1.1 Services Agreement definitions

Definitions in the Services Agreement apply in this deed unless the context requires otherwise or the relevant term is defined in this deed.

1.2 Definitions

In this deed:

Approved Nominee means a person nominated by Health and approved by the Key Contractor (such approval not to be unreasonably withheld or delayed) as:

(a) having legal capacity, power and authority to become a party to and perform the obligations of the Service Provider under the Key Contract; and

(b) having the technical competence and financial standing, or the technical and financial resources available to it, to perform the obligations of the Service Provider under the Key Contract.

Assets means any information, material, equipment and/or software.

Assumption Notice means the notice referred to in clause 5.1.

Business Day means any day of the week other than Saturday, Sunday or a national public holiday or a public holiday in the place where the relevant services are being performed. A national public holiday is a Commonwealth public service holiday throughout Australia promulgated in the Commonwealth Government Gazette.

Claim means any claim, action, demand or proceeding for relief from or suspension of obligations, or for an extension of time:

(a) under, arising out of, or in any way in connection with, this deed or the Key Contract;

(b) arising out of, or in any way in connection with, any task, fact, matter, thing or relationship connected with the conduct of a party prior to the Effective Date; or

(c) otherwise at Law or in equity including:

(i) under or for breach of any statute;

(ii) in tort for negligence or otherwise, including negligent misrepresentation; or

(iii) for restitution, including restitution based on unjust enrichment.

Corporations Act means the *Corporations Act 2001* (Cth).

Deed of Novation means a deed in substantially the form set out at **Attachment A** reasonably acceptable to the Key Contractor, the Approved Nominee and Health.

Default Event means:

(a) any default (howsoever described) by the Service Provider under the Key Contract; or

(b) any other event or circumstance,

which alone or with the giving of notice or passage of time or both, would entitle the Key Contractor to terminate, rescind, accept the repudiation of, or suspend any or all of the Key Contractor's obligations under, the Key Contract.

Default Event Notice has the meaning given to it in clause 3.2(a).

Dispute means an issue, incident or event concerning or adversely affecting, or that is reasonably likely in the opinion of a party to concern or adversely affect, the performance of this deed.

Effective Date means the date of the Assumption Notice.

Key Contract means the contract titled [***insert***] dated [***insert***] between the Service Provider and the Key Contractor.

Key Contractor means [***insert***].

Key Contract Guarantee means each deed of guarantee dated on or about the date of this deed from the Key Contractor Guarantor in favour of the Service Provider in respect of the obligations of the Key Contractor under the Key Contract and, if Health gives an Assumption Notice, each new guarantee entered into pursuant to clause 5.6.

Key Contractor Guarantor means [***insert name of any entity providing a parent company guarantee in favour of the Service Provider***].

Law means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time anywhere including in Australia or overseas, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law and equity as applicable from time to time.

Liability includes any liability of any kind whether for debt, cost (including legal costs, deductibles or increased premiums), expense, loss, damage, compensation or charge and whether:

(a) liquidated or not;

(b) arising from or in connection with any obligation (whether as a principal obligation, a surety or an indemnity);

(c) legal or equitable, and whether arising under or for breach of contract, in tort (including negligence), restitution or at Law;

(d) present, prospective or contingent; or

(e) owed, incurred or imposed by or to or on account of or for the account of any person alone or severally or jointly with another or others.

Loss includes all losses, Liabilities, damages, fines, costs and expenses, including reasonable legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties, whether direct, indirect, consequential, present, future, fixed, unascertained, actual or contingent (including consequential loss).

Project Agreements means the Services Agreement and the Key Contract.

Services Agreement means the deed of agreement entitled "Services Agreement for the provision and management of the National Cancer Screening Register" dated [***insert***] between Health and the Service Provider.

Step In Party means Health or its agent, attorney or nominee, and may be more than one (1) person appointed to act jointly.

Step In Powers means the power of a Step In Party, subject to any necessary regulatory approval, to do anything in respect of the activities the subject of a step in that the Service Provider could do including:

(a) enter into and remain in possession of all or any of the Assets;

(b) operate and manage all or any of the Assets;

(c) exercise all or any of the Service Provider's rights, and perform all or any of the Service Provider's obligations in connection with the performance of the services under or in relation to any approval held by the Service Provider as if it were the Service Provider, to the exclusion of the Service Provider;

(d) exercise all or any of the Service Provider's rights, and perform all or any of the Service Provider's obligations under or in relation to a Project Agreement or any other document to which the Service Provider is a party;

(e) take any other action that the Step In Party considers necessary or desirable; and

(f) do anything incidental to the matters listed in paragraphs (a) to (e).

Step In Right means the right of a Step In Party to exercise all or any of the Step In Powers.

Wilful Misconduct means any reckless or intentional and wrongful act or failure to act which:

(a) does not breach this deed; or

(b) breaches this deed or evinces an intention to no longer be bound by this deed (including repudiation) (as relevant),

in circumstances where:

(c) the person who acted or failed to act either knew or should have known that their action or failure to act would result in Loss and nevertheless continued to act or fail to act notwithstanding the likely consequences; and

(d) the person's action or failure to act is in disregard of a known or obvious risk that is so great as to make it highly probable that the harm will outweigh the benefit.

1.3 Interpretation

In this deed and unless the context indicates a contrary intention:

(a) headings are for convenience only and do not affect interpretation;

(b) **"person"** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or additional trustee;

(d) a reference to a document (including this deed) is to that document as updated, varied, novated, ratified or replaced from time to time;

(e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

(f) a word importing the singular includes the plural (and vice versa), and a word importing a gender includes every other gender;

(g) a reference to a party, clause, schedule, exhibit, annexure or attachment is a reference to party, clause, schedule, exhibit, annexure or attachment to or of this deed, and a reference to this deed includes all schedules, exhibits, annexures and attachments to it;

(h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(i) **"includes"** in any form is not a word of limitation; and

(j) a reference to **"$"** or **"dollar"** is to Australian currency.

1.4 Replacement body interpretation

Where a reference is made to any body or authority which ceases to exist (**Former Body**), that reference will be to that body or authority (**Replacement Body**) which then serves substantially the same functions as the Former Body. Any reference to the president or other senior officer of the Former Body will be to the president or senior officer of the Replacement Body.

1.5 No bias against drafting party

Each provision of this deed will be interpreted without disadvantage to the party who (or whose representative) drafted that provision.

1.6 Business Day

If the day on or by which any thing is to be done under this deed is not a Business Day, that thing must be done no later than the next Business Day.

1.7 Inconsistencies

To the extent of any inconsistency between the terms of this deed and the Key Contract, this deed will prevail over the Key Contract.

2. Term of Deed

Subject to clause 14, this deed and the obligations of the parties under this deed commence on the date of the Key Contract and continue in full force and effect until the expiry or sooner termination of the Key Contract (for any reason), whereupon this deed will terminate.

3. Health's right to cure Default Event

3.1 Health's cure rights

(a) On becoming aware of any Default Event (and subject to clause 3.1(b)), Health may (but is not obliged to) take steps to cure or remedy, or procure the cure or remedy of, that Default Event.

(b) Clause 3.1(a) only applies if:

(i) the Service Provider has not, within a reasonable time after the Default Event occurring, taken steps to cure or remedy the Default Event; or

(ii) the Service Provider having taken such steps, has failed to cure or remedy the Default Event within a reasonable time,

and Health has then given five (5) Business Days prior written notice to each of the Service Provider and the Key Contractor of its intention to take steps to cure or remedy, or procure the cure or remedy of, the Default Event.

(c) Upon Health exercising any of its rights under this clause 3.1, the Service Provider's obligations under the Key Contract are suspended to the extent and for such period as the Service Provider is prevented from performing such obligations by Health's exercise of its Step In Rights.

(d) If Health exercises its Step In Rights under this clause 3.1, Health may, after giving reasonable prior notice to the Service Provider, cease to exercise those rights, and in any event, will cease to exercise its Step In Rights once the relevant Default Event has been remedied.

3.2 Restriction on right to terminate or suspend

The Key Contractor must not terminate, rescind, accept the repudiation of, or suspend the performance of any or all of its obligations under, the Key Contract unless each of the following conditions has been satisfied:

(a) the Key Contractor has given to Health prior notice (**Default Event Notice**) setting out details of the Default Event giving rise to the right to terminate, rescind, accept the repudiation of, or suspend the performance of any or all of its obligations under, the Key Contract, together with the statements referred to in clause 3.3; and

(b) either:

(i) if the Default Event is capable of cure or remedy within 20 Business Days (or such longer period as is permitted under the Key Contract or agreed to by the Key Contractor), that Default Event has not been cured or remedied within 20 Business Days (or such longer period as is permitted under the Key Contract or agreed to by the Key Contractor) after the date on which the Default Event Notice is given to Health;

(ii) if the Default Event is not one described in clause 3.2(b)(i) but is nevertheless reasonably capable of cure or remedy, Health has not commenced curing or remedying the Default Event within 20 Business Days after the date on which Default Event Notice is given and has not continued to diligently pursue that cure or remedy;

(i) if the Default Event is not reasonably capable of cure or remedy and the Default Event Notice contains a Claim for reasonable compensation for the Default Event, the Service Provider or Health (or another person on behalf of either of them) have not paid or otherwise provided that compensation within 20 Business Days (or such longer period as is permitted under the Key Contract or agreed to by the Key Contractor) after the date on which Default Event Notice is given to Health;

(iii) if the Default Event is not reasonably capable of cure or remedy and the Default Event Notice does not contain a Claim for reasonable compensation for the Default Event, Health does not commence and continue to perform the Service Provider's obligations under the Key Contract within 20 Business Days (or such longer period as is permitted under the Key Contract or agreed to by the Key Contractor) after the date on which Default Event Notice is given to Health; or

(iv) Health notifies the Key Contractor in writing after receipt of the Default Event Notice that it elects not to cure or remedy, or procure the cure or remedy of, the Default Event.

3.3 Statements concerning Default Event

As part of any Default Event Notice, the Key Contractor must submit to Health statements of:

(a) where the Default Event is a monetary default, the amount which must be paid to the Key Contractor to remedy the Default Event; and

(b) where the Default Event is of a non-monetary nature:

(i) the provisions of the Key Contract alleged to have been breached or not fulfilled;

(ii) sufficient information to enable Health to identify the material facts;

(iii) the steps reasonably required to cure or remedy the specified breaches or conditions not fulfilled if reasonably capable of cure or remedy; and

(iv) the time within which the specified steps can reasonably be expected to be taken.

3.4 Warranty of accuracy

The Key Contractor warrants to Health that statements submitted by it under clause 3.3 will be, so far as reasonably practicable, true, complete and accurate statements of the amounts to which the Key Contractor considers itself entitled.

3.5 Disputes as to statements

If Health disputes the amount of any Claim or the existence of any default referred to in a Default Event Notice and Health elects to cure or remedy the default:

(a) Health must pay the amount not in dispute (if any);

(b) upon resolution of the dispute in accordance with this deed, the parties must make payments as determined; and

(c) during the period of dispute resolution, all parties must continue to perform their obligations under this deed and the Project Agreements.

3.6 Verification

Health may appoint a firm of independent chartered accountants or a firm of technical advisers to verify (at the cost of the Service Provider) statements submitted by the Key Contractor, and the Key Contractor must (subject to such firm(s) executing an appropriate confidentiality agreement as the Key Contractor may reasonably request) permit such firm to have access to and make copies of all records, documents, data and accounting and other information not subject to legal (including solicitor and own client) and other professional privilege which is reasonably required with a view to confirming the accuracy and completeness of such statements.

3.7 No Liability

The Service Provider (subject to any rights it may have under clause 72 of the Services Agreement) and the Key Contractor acknowledge that, without limiting the Liability of the Service Provider (which continues to be responsible for the performance of its obligations under the Key Contract), and without limiting Health's obligations under clause 5:

(a) Health will not be liable for any obligation or Liability of the Service Provider under the Key Contract by reason only of Health performing the Service Provider's obligations in accordance with the Key Contract; and

(b) the Service Provider and the Key Contractor each release Health from any such Liability, except where Health’s Liability arises from any Wilful Misconduct or any unlawful or negligent act or omission on the part of Health.

3.8 Service Provider to compensate Health

Any reasonable Loss suffered or incurred by Health arising out of or in any way in connection with the exercise of its rights under this clause 3 will be a debt due from the Service Provider to Health.

3.9 No limitation on other rights

The exercise (or failure to exercise) by Health of its rights under this clause 3 will not limit Health's rights against the Service Provider under the Project Agreements or otherwise according to Law.

4. Step-in under Services Agreement

Without limiting any other provision of this deed or clause 72.2 of the Services Agreement, the Key Contractor:

(a) acknowledges that Health or another Step In Party may exercise the Step In Powers pursuant to the Services Agreement; and

(b) while a Step In Party is exercising the Step In Powers, the Key Contractor must (and must ensure that its subcontractors):

(i) cooperate with the Step In Party in the exercise of the Step In Powers to enable the Step In Party to exercise the Step In Powers effectively and expeditiously;

(ii) allow the Step In Party to access and use:

A. all or any of the Assets (as applicable);

B. the Key Contractor's and its subcontractors' personnel;

C. any information the Step In Party reasonably requires; and

(iii) comply with all reasonable directions given by the Step In Party.

5. Novation of Key Contract and Key Contract

5.1 Option

If Health terminates the Services Agreement then Health may exercise its rights under this clause 5 by giving a notice (**Assumption Notice**) to the Key Contractor and the Key Contractor Guarantor.

5.2 Novation of Key Contract

On and from the Effective Date:

(a) the parties novate the Key Contract so that Health (or, if applicable, the Approved Nominee) and the Key Contractor are parties to a new contract on the same terms as the Key Contract as amended by this deed; and

(b) any reference in the Key Contract to the Service Provider shall be read as a reference to Health (or, if applicable, the Approved Nominee).

5.3 Rights and obligations of Health and the Key Contractor under the Key Contract

If Health gives an Assumption Notice then, subject to clause 5.7, on and from the Effective Date:

(a) Health (or, if applicable, the Approved Nominee):

(i) will be bound by and must comply with the terms of the Key Contract (as amended by this deed); and

(ii) will enjoy the rights and benefits conferred on the Service Provider under the terms of the Key Contract,

in all respects as if Health (or, if applicable, the Approved Nominee) had originally been named in the Key Contract as a party instead of the Service Provider; and

(b) the Key Contractor will comply with the terms of the Key Contract (as amended by this deed) on the basis that Health (or, if applicable, the Approved Nominee) has replaced the Service Provider under the Key Contract in accordance with this deed.

5.4 Release by Key Contractor

(a) On and from the Effective Date, the Key Contractor releases the Service Provider from all obligations and Liability under or in respect of the Key Contract to be performed or discharged after the Effective Date.

(b) Without limiting clause 5.7, the Key Contractor acknowledges that Health (or, if applicable, the Approved Nominee) will not be responsible for any obligations or Liabilities of the Service Provider under or in respect of the Key Contract arising prior to the Effective Date.

5.5 Release by the Service Provider

(a) On and from the Effective Date, the Service Provider releases the Key Contractor from all obligations and Liability under or in respect of the Key Contract to be performed or discharged after the Effective Date.

(b) The Service Provider will remain liable to the Key Contractor in respect of any rights against the Service Provider which may have accrued to the Key Contractor prior to the Effective Date.

(c) Nothing in this clause affects the obligations of the Key Contractor to Health (or, if applicable, the Approved Nominee) under the Key Contract.

5.6 Novation of Key Contract Guarantee

If Health gives an Assumption Notice then, subject to clause 5.7, with effect from the Effective Date:

(a) the parties novate the Key Contract Guarantee so that Health (or, if applicable, the Approved Nominee) will be named as beneficiary to the new deed of guarantee on the same terms as the Key Contract Guarantee;

(b) any reference in the Key Contract Guarantee to the Service Provider shall be read as a reference to Health (or, if applicable, the Approved Nominee); and

(c) the Key Contractor Guarantor will guarantee for the benefit of Health (or, if applicable, the Approved Nominee) all of the obligations of the Key Contractor in accordance with the Key Contract Guarantee.

5.7 Obligations and Liability prior to the Effective Date

Nothing in this deed releases:

(a) the Service Provider or the Key Contractor from any obligation or Liability under the Key Contract; or

(b) the Service Provider, the Key Contractor or the Key Contractor Guarantor from any obligation or Liability under the Key Contract Guarantee,

arising or accruing before the Effective Date and Health (or, if applicable, the Approved Nominee) does not assume any such obligation or Liabilities under this deed.

5.8 Indemnity

The Service Provider indemnifies Health (or, if applicable, the Approved Nominee) against any Claim or Liability incurred or made against Health (or, if applicable, the Approved Nominee) by the Key Contractor or any other person in connection with any act, matter, default or omission of the Service Provider in respect of the Key Contract prior to the Effective Date.

5.9 Amendments to Key Contract

(a) On and from the Effective Date, the terms of the Key Contract will be deemed to be amended by the parties as required to reflect the fact that the Services Agreement is at an end, and that the Key Contract must operate independently of the Services Agreement, on the basis that:

(i) the rights and obligations that Health (or, if applicable, the Approved Nominee) will assume under the Key Contract from the Effective Date will be equivalent to those that the Service Provider would have had under the Key Contract had the Services Agreement not been terminated;

(ii) the rights and obligations that the Key Contractor will assume under the Key Contract from the Effective Date will be equivalent to those that the Key Contractor would have had under the Key Contract had the Services Agreement not been terminated;

(iii) any provisions of the Services Agreement incorporated by reference into the Key Contract prior to the Effective Date are incorporated in the Key Contract from the Effective Date; and

(iv) without affecting the generality of this clause 5.9(a), clauses ***[insert relevant clauses of the Key Contract]*** of the Key Contract will be deleted.

(b) If on or after the Effective Date, there is a dispute between Health and the Key Contractor as to how the terms of the Key Contract are deemed to have been amended pursuant to clause 5.9(a), then upon either party serving a written notice to this effect on the other, the Dispute will be determined in accordance with clause 13.

5.10 Approved Nominee

(a) Health's nominee may be named as a party to the Key Contract in substitution for the Service Provider if Health's nominee is an Approved Nominee.

(b) The Key Contractor must:

(i) notify Health as to whether Health's nominee is an Approved Nominee, on or before the date falling 15 Business Days after the date of receipt of all information reasonably required by the Key Contractor to decide whether the nominated person is an Approved Nominee;

(ii) not unreasonably withhold or delay its decision on whether Health's nominee is an Approved Nominee; and

(iii) enter into a side deed with Health and the Approved Nominee on substantially the same terms as this deed.

5.11 Bonds

If Health gives an Assumption Notice then, as from the Effective Date, the Service Provider must (with the support of the Key Contractor to effect this provision) either:

(a) procure the novation or assignment to Health (or, subject to clause 5.10, the Approved Nominee) of any ***[Insert bonds to be novated/assigned]*** (each as defined in the Key Contract) held by the Service Provider under the Key Contract prior to the Effective Date (the **Bonds**); or

(b) procure the issue to Health (or, if applicable, the Approved Nominee) of replacement bonds for the same undrawn value and on the same terms as the Bonds held by the Service Provider under the Key Contract prior to the Effective Date.

5.12 Other documents under the Key Contract

If Health gives an Assumption Notice then, as from the Effective Date, the Service Provider must procure the novation or assignment to Health (or, if applicable, the Approved Nominee) of:

(a) ***[Insert list of documents to be novated/assigned (e.g. collateral warranty deeds)]***.

5.13 Insurance

Promptly after the Effective Date, the Key Contractor must take the necessary steps to ensure that, for all insurances required to be effected by the Key Contractor under the terms of the Key Contract, Health (or, if applicable, the Approved Nominee) is named in place of the Service Provider as required by the Key Contract.

6. Amendments to Key Contract and Key Contract Guarantee

The Key Contractor and the Key Contractor Guarantor agree with Health that they will not agree to or permit any modification, variation, waiver or amendment to the terms of the Key Contract or the Key Contract Guarantee without the prior consent of Health where such modification, variation, waiver or amendment:

(a) materially amends or removes a clause of the Key Contract which appears in the Key Contract due to an express obligation on the Service Provider under the Services Agreement to pass through such clause to its subcontractors; or

(b) adversely affects or materially impacts Health's rights.

7. Restriction on dealings

The Key Contractor agrees with Health that it will not transfer, assign, mortgage, charge, encumber or otherwise deal with its interest in the Key Contract without the prior consent of Health (such consent not to be unreasonably withheld or delayed), and without procuring that such transferee, assignee, mortgagee, chargee or other encumbrancee enters into a deed in which it agrees to be bound by the terms of this deed.

8. Acknowledgement by the Service Provider

The Service Provider consents to the terms of this deed and will co-operate in the implementation of this deed.

9. GST

(a) (**Interpretation**):

(i) Except where the context suggests otherwise, terms used in this clause 9 have the same meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time).

(ii) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 9.

(iii) Unless otherwise expressly stated, all consideration to be provided under this deed (other than under this clause 9) is exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 9.

(iv) A reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.

(b) (**Reimbursements**): Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

(c) (**Additional amount of GST payable**): If GST becomes payable on any supply made by a party (**Supplier**) under or in connection with this deed:

(i) any party (**Recipient**) that is required to provide consideration to the Supplier for that supply must pay an additional amount to the Supplier equal to the amount of the GST payable on that supply (**GST Amount**), at the same time as any other consideration is to be first provided for that supply; and

(ii) the Supplier must provide a tax invoice to the Recipient for that supply, no later than the time at which the GST Amount for that supply is to be paid in accordance with clause 9(c)(i).

(d) (**Variation of GST**):

(i) If the GST Amount recovered by the Supplier from the Recipient under clause 9(c) for a supply varies from the amount of GST paid or payable by the Supplier on that supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient.

(ii) The Supplier must issue an Adjustment Note to the Recipient in respect of any adjustment event occurring in relation to a supply made under or in connection with this deed within seven (7) Business Days after the Supplier becomes aware of the adjustment event.

(e) (**No merger**): This clause will not merge on completion or termination of this deed.

10. Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this deed:

(a) must be in writing;

(b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

(i) **Health**

Name: [ ]
Address: [ ]
Fax: [ ]
For the attention of: [ ]

(ii) **The Service Provider**

Name: [ ]
Address: [ ]
Fax: [ ]
For the attention of: [ ]

(iii) **Key Contractor**

Name: [ ]
Address: [ ]
Fax: [ ]
For the attention of: [ ]

(iv) **Key Contractor Guarantor**

Name: [ ]
Address: [ ]
Fax: [ ]
For the attention of: [ ]

(c) must be signed by the party making it (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;

(d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with clause 10(b); and

(e) is taken to be received by the addressee:

(i) (in the case of prepaid post) on the third Business Day after the date of posting to an address within Australia, and on the fifth Business Day after the date of posting by airmail to an address outside Australia;

(ii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the machine from which it was sent; and

(iii) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day which is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

11. Governing law and jurisdiction

11.1 Governing law

This deed is governed by and must be construed according to the laws of the Australian Capital Territory.

11.2 Jurisdiction

Each party irrevocably:

(a) submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this deed; and

(b) waives any objection it may now or in the future have to the venue of any proceedings, and any Claim it may now or in the future have that any proceedings have been brought within inconvenient forum, if that venue falls within clause 11.2(a).

12. Miscellaneous

12.1 Entire agreement

To the extent permitted by Law, in relation to its subject matter, this deed:

(a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and

(b) supersedes any prior written or other agreement of the parties.

12.2 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by Law or reasonably requested by another party to give effect to this deed.

12.3 Waiver

(a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by Law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement of, that or any other right, power or remedy provided by Law or under this deed.

(b) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.

(c) No waiver of a breach of any term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.

12.4 Consents

A consent required under this deed from Health may be given or withheld, or may be given subject to any conditions, as Health (in its absolute discretion) thinks fit, unless this deed expressly provides otherwise.

12.5 Amendments

This deed may only be varied by a document signed by or on behalf of each party.

12.6 Expenses

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this deed.

12.7 Severance

If at any time any provision of this deed is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, that will not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this deed; or

(b) the legality, validity or unenforceability under the Law of any other jurisdiction of that or any other provision of this deed.

12.8 No representation or reliance

(a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed.

(b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this deed.

12.9 Counterparts

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

13. Dispute Resolution

(a) The parties will each use their reasonable endeavours to resolve Disputes:

(i) cooperatively; and

(ii) in accordance with this clause 13.

(b) The Service Provider and Health must, promptly after becoming aware of any Dispute (and in any event within two (2) Business Days after becoming aware of any Dispute), give the other party notice of the Dispute (**Dispute Notice**) that sets out the details of the Dispute including, to the extent relevant to the Dispute, the:

(i) nature of the Dispute;

(ii) date, time and location of the Dispute;

(iii) known or likely cause of the Dispute;

(iv) known or likely consequences of the Dispute; and

(v) actions taken to date in response to the Dispute to mitigate its effects and prevent its recurrence.

(c) The Service Provider must, promptly after providing a Dispute Notice to Health or receiving a Dispute Notice from Health (and in any event within two (2) Business Days after providing or receiving a Dispute Notice):

(i) provide to Health a draft "Dispute Resolution Plan" designed to assist in mitigating the effects and preventing the recurrence of the Dispute; and

(ii) arrange a meeting of the parties to discuss the Dispute and draft Dispute Resolution Plan.

(d) Health and the Service Provider must endeavour to agree as soon as possible a final Dispute Resolution Plan that includes details of:

(i) the approach for resolving the Dispute;

(ii) the timeframe for resolving the Dispute;

(iii) any persons who will be involved in resolving the Dispute;

(iv) dates and times for, and manner of, monitoring the progress made in relation to mitigating the effects and preventing the recurrence of the Dispute; and

(v) the outcomes that must be achieved in order for the Dispute to be classified as resolved.

(e) If Health and the Service Provider are unable to agree a final Dispute Resolution Plan within five (5) Business Days (or such longer time agreed by the parties) after meeting to discuss the Dispute and draft Dispute Resolution Plan, they must refer the matter to an independent third party as agreed by the parties, or where no agreement has been reached, a person appointed by Health to determine a final Dispute Resolution Plan.

(f) The parties must implement the agreed Dispute Resolution Plan in accordance with its terms. The Dispute Resolution Plan will remain in force until one (1) or both of the following occurs:

(i) Health and the Service Provider agree that the Dispute has been resolved; or

(ii) Health and the Service Provider agree to discontinue the implementation of the Dispute Resolution Plan.

(g) The parties must continue to comply with their obligations under this deed while attempting to resolve any Dispute.

(h) The obligations under this clause 13:

(i) are without limiting any rights that a party has under this deed; and

(ii) do not prevent a party from obtaining urgent interlocutory relief.

14. Survival

The obligations of the parties under this deed survive the termination, expiry, novation or assignment of the Services Agreement.

Executed as a deed.

Executed by **[*Key Contractor*]** by or in the presence of:	
Signature of Director	Signature of Secretary/other Director
Name of Director in full	Name of Secretary/other Director in full
Executed by **Telstra Corporation Limited** (ABN 33 051 775 556) in accordance with section 127 of *the Corporations Act 2001* (Cth) by or in the presence of:	
Signature of Director	Signature of Secretary/other Director
Name of Director in full	Name of Secretary/other Director in full
Executed by **[*Service Provider*]** by or in the presence of:	
Signature of Director	Signature of Secretary/other Director
Name of Director in full	Name of Secretary/other Director in full

Executed as a Deed

Signed for and on behalf of the **Commonwealth of Australia** as represented by the **Department of Health** by its duly authorised delegate:	In the presence of:
.....	.....
Signature of delegate	Signature of witness

.....	.....
Name of delegate (Print)	Name of witness (Print)
.....	.....
Date	Date

Attachment A - Deed of Novation

Australian Government
Department of Health

Novation Deed

[ ]
Outgoing Party

[Health/Successor Service Provider/Approved Nominee]
New Party

[ ]
Continuing Party

Clayton Utz
Lawyers
Level 10, 2 Phillip Law Street, Canberra ACT 2600 Australia
GPO Box 9806 Canberra ACT 2601
T +61 2 6279 4008 F +61 2 6279 4099

www.claytonutz.com

Table of Contents

Novation deed

Date

Parties **[ ]** (**Outgoing Party**)

[Health/Successor Service Provider/Approved Nominee] (**New Party**)

[ ] (**Continuing Party**)

Background

A. The Outgoing Party and the Continuing Party are parties to the [relevant Key Contract].

B. With effect from the Effective Date, pursuant to clause 5 of the Key Contract Side Deed, the New Party should acquire the benefit of the [relevant Key Contract] and should perform and discharge the Outgoing Party's obligations and liabilities under the [relevant Key Contract].

C. The parties wish to release and discharge the Outgoing Party from the [relevant Key Contract] and to substitute the [relevant Key Contract] with a new agreement between the New Party and the Continuing Party on the terms set out in this deed.

Operative provisions

1. Definitions and interpretation

1.1 Key Contract Side Deed definitions

Definitions in the Key Contract Side Deed apply in this deed unless the context otherwise requires or the relevant term is defined in this deed.

1.2 Definitions

In this deed:

Key Contract Side Deed means the document entitled "Key Contract Side Deed" dated on or about [ ] between amongst others the Outgoing Party and the Continuing Party.

Regulatory Authority means:

(a) any government or local authority and any department, minister or agency of any government; and

(b) any other authority, agency, commission or similar entity having powers or jurisdiction under any law or regulation.

1.3 Interpretation

Clauses 1.3 to 1.7 (inclusive) of the Key Contract Side Deed apply to this deed as if replicated in full in this deed.

2. Novation

2.1 Rights and obligations of New Party

With effect from the Effective Date the New Party:

(a) is entitled to all rights and benefits under the [relevant Key Contract] to which, but for this deed, the Outgoing Party would have been entitled at and after the Effective Date;

(b) must perform all obligations and discharge all liabilities under the [relevant Key Contract] which, but for this deed, the Outgoing Party would have been required to perform or discharge at and after the Effective Date; and

(c) is bound by and must comply with all other provisions of the [relevant Key Contract] (as amended by this deed and the Key Contract Side Deed) by which, but for this deed, the Outgoing Party would have been bound at and after the Effective Date,

as if the New Party had been a party to the [relevant Key Contract] instead of the Outgoing Party.

2.2 Rights and obligations of Continuing Party

With effect from the Effective Date the Continuing Party:

(a) is entitled to all rights and benefits under the [relevant Key Contract] to which, but for this deed, it would have been entitled at and after the Effective Date;

(b) must perform all obligations and discharge all liabilities under the [relevant Key Contract] which, but for this deed, it would have been required to perform or discharge at and after the Effective Date; and

(c) is bound by and must comply with all other provisions of the [relevant Key Contract] (as amended by this deed and the Key Contract Side Deed) by which, but for this deed, it would have been bound at and after the Effective Date,

as if the New Party had been a party to the [relevant Key Contract] instead of the Outgoing Party.

2.3 Release of Outgoing Party

With effect from the Effective Date, the Continuing Party releases the Outgoing Party from all obligations and liabilities under or in respect of the [relevant Key Contract] to be performed or discharged at or after the Effective Date.

2.4 Release of Continuing Party

With effect from the Effective Date, the Outgoing Party releases the Continuing Party from all obligations and liabilities under or in respect of the [relevant Key Contract] to be performed or discharged at or after the Effective Date.

2.5 Obligations and liabilities arising before the Effective Date

(a) The:

(i) Outgoing Party will remain liable to the Continuing Party in respect of any rights against the Outgoing Party which may have accrued to the Continuing Party prior to the Effective Date; and

(ii) the Continuing Party will remain liable to the Outgoing Party in respect of any rights against the Continuing Party which may have accrued to the Outgoing Party prior to the Effective date.

(b) Nothing in this deed releases the Outgoing Party or the Continuing Party from any obligation or liability under the [relevant Key Contract] arising or accruing before the Effective Date and the New Party does not assume any such obligation or liabilities, or obtain the benefit of any such obligation or liability which may have accrued to the Outgoing Party before the Effective Date.

2.6 Notices

The address of the New Party for the purposes of clause [ ] of the [relevant Key Contract] is as follows (or as otherwise notified by the New Party to the Continuing Party from time to time):

Attention: [ ]

Address: [ ]

Fax number: [ ]

as if the New Party had been a party to the [relevant Key Contract] instead of the Outgoing Party.

3. Notice of Effective Date

For the purposes of this deed, the Effective Date is [ ].

4. Warranties

4.1 Authority and capacity

Each party severally warrants to each other party as at the date of execution of this deed and as at the time immediately before the Effective Date that:

(a) [it is a company properly incorporated and validly existing under the laws of [Australia]];

(b) it has the legal right and full power and capacity to:

(i) execute and deliver this deed; and

(ii) perform its obligations under this deed,

and has obtained all necessary authorisations and consents and taken all other actions necessary to enable it to do so;

(c) this deed constitutes (or will when executed constitute) valid legal and binding obligations of that party in accordance with its terms;

(d) the execution, delivery and performance of this deed by that party does not and will not result in a breach of or constitute a default under:

(i) any agreement to which it is party;

(ii) [any provision of its constitution]; or

(iii) any law or regulation or any order or judgment of any court or Regulatory Authority to which it is a party or by which it is bound.

4.2 Reliance

The parties acknowledge that in entering into this deed they have each relied on the warranties in clause 4.1.

5. GST

(a) (**Interpretation**):

(i) Except where the context suggests otherwise, terms used in this clause 5 have the same meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time).

(ii) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 5.

(iii) Unless otherwise expressly stated, all consideration to be provided under this deed (other than under this clause 5) is exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 5.

(iv) A reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.

(b) (**Reimbursements**): Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

(c) (**Additional amount of GST payable**): If GST becomes payable on any supply made by a party (**Supplier**) under or in connection with this deed:

(i) any party (**Recipient**) that is required to provide consideration to the Supplier for that supply must pay an additional amount to the Supplier equal to the amount of the GST payable on that supply (**GST Amount**), at the same time as any other consideration is to be first provided for that supply; and

(ii) the Supplier must provide a tax invoice to the Recipient for that supply, no later than the time at which the GST Amount for that supply is to be paid in accordance with clause 5(c)(i).

(d) (**Variation of GST**):

(i) If the GST Amount recovered by the Supplier from the Recipient under clause 5(c) for a supply varies from the amount of GST paid or payable by the Supplier on that supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient.

(ii) The Supplier must issue an Adjustment Note to the Recipient in respect of any adjustment event occurring in relation to a supply made under or in connection with this deed within seven (7) days after the Supplier becomes aware of the adjustment event.

(e) (**No merger**): This clause will not merge on completion or termination of this deed.

6. General

6.1 Amendments

This deed may only be varied by a deed executed by or on behalf of each party.

6.2 Counterparts

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

6.3 Costs

Clause 12.6 of the Key Contract Side Deed applies to the costs and expenses incurred by each party in connection with negotiating, preparing, executing and performing this deed.

6.4 Further acts and documents

Each party must promptly do, and procure that its employees and agents promptly do, all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this deed.

6.5 Stamp duties

Unless otherwise provided in the Key Contract Side Deed, the New Party:

(a) must pay all stamp duties and any related fines and penalties in respect of this deed, the performance of this deed and each transaction effected by or made under this deed; and

(b) must pay to each other party on demand the amount of any loss, cost, damage, expense or other liability suffered or incurred by that party including all legal and other professional expenses on a solicitor-client basis arising out of or in connection with any failure to comply with clause 6.5(a).

7. Governing law and jurisdiction

7.1 Governing law

This deed is governed by and must be construed according to the laws of the Australian Capital Territory.

7.2 Jurisdiction

Each party irrevocably:

(a) submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory, and the courts competent to determine appeals from those courts, with

respect to any proceedings which may be brought at any time relating to this deed; and

(b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought within inconvenient forum, if that venue falls within clause 7.2(a).

Executed as a deed.

Outgoing Party

Executed by **[ ]**

:

Signature

Name

Signature

Name

New Party

Executed by **[Health/Successor Service Provider/Approved Nominee]**:

Signature

Name

Signature

Name

Continuing Party

Executed by **[ ]**

:

Signature

Name

Signature

Name

Australian Government
Department of Health

SERVICES AGREEMENT

FOR THE PROVISION AND MANAGEMENT OF THE NATIONAL CANCER SCREENING REGISTER

SCHEDULE 17

CONSENTS

Consents

(a) Consents effected under the New Law.

(b) Consents effected by Participants through taking part in the National Cancer Screening Program.

Schedule 18 - Not Used