

INTERGOVERNMENTAL AGREEMENT ON NATIONAL DIGITAL HEALTH

Council of
Australian
Governments

An agreement between

- the Commonwealth of Australia and
- the States and Territories, being:
 - The State of New South Wales
 - The State of Victoria
 - The State of Queensland
 - The State of Western Australia
 - The State of South Australia
 - The State of Tasmania
 - The Australian Capital Territory
 - The Northern Territory of Australia

An agreement to establish and support the Australian Digital Health Agency and to contribute to the incremental transformation of the way health information is used to plan, manage and deliver healthcare services through the implementation of a world-class digital health capability in Australia.

Intergovernmental Agreement on National Digital Health

RECITALS

In entering this Intergovernmental Agreement (Agreement), the Commonwealth of Australia (Commonwealth) and the States and Territories recognise that they have a mutual interest in continuing to develop and deliver a world-class national digital health capability that will lead to significant improvements in the quality and delivery of healthcare provided to healthcare recipients, the efficiency of the Australian health system and the health and wellbeing of the population.

In recognition of the need to work together in a continuous and collaborative way, the Parties to this Agreement have agreed to the on-going financial support for the operations of the Australian Digital Health Agency (the Agency), ensuring better accountability, greater transparency and improved stakeholder engagement in the evolution of the national digital health system.

The Parties agree that the Agency, in performing its role, will continue to develop and implement a coordinated, collaborative and innovative approach to the utilisation of information and technology to support and enhance a clinically safe and connected health system to improve health service delivery and health outcomes for the Australian community.

This Agreement supports the governance, performance and accountability of the Agency as set out in the *Public Governance, Performance and Accountability Act 2013* (Cth) (PGPA Act) and related Rule.

This Agreement articulates the Parties' shared vision and contribution to establish an effective national digital health capability, which includes the national digital health systems, supporting foundations, standards and infrastructure. The Agreement has been structured to set out:

- a) governance, funding, and review arrangements over the term of the Agreement;
- b) the vision, which will continue to establish and deliver a world class digital health capability in Australia; and
- c) goals towards achieving the vision.

In entering into this Agreement, the Parties recognise that the Commonwealth, States and Territories are each pursuing digital health objectives and implementing to differing timelines. This Agreement acknowledges that the shared goals and objectives inform the implementation of Australia's National Digital Health Strategy, coordinated by the Agency and agreed to by the COAG Health Council (CHC), to provide a consistent framework for a national digital health capability in Australia.

The Parties acknowledge that the provisions of this Agreement support the implementation of the Australian Digital Health Agency Four Year workplan 2018-2022 (Four Year workplan 2018-2022) by the Agency in line with the priorities of Australia's National Digital Health Strategy, to ensure efficient and safe integration of patient information at the local (intra-service) level, the State or Territory level (healthcare services managed by a State or Territory), and the national level (cross-sectoral and cross-jurisdictional), noting that there are also initiatives being governed locally (by jurisdictions) that are leveraging the national infrastructure to deliver intra-service and cross-sectoral healthcare improvements.

PART 1 — OPERATIVE PROVISIONS

1. Parties

This Agreement is between the Commonwealth and the States and Territories.

2. Term of the Agreement

This Agreement will commence on 1 July 2018 and will expire on 30 June 2022, unless the Parties agree unanimously to an early termination or to an extension of the Term.

3. Enforceability

The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that is not intended to lessen the Parties' commitment to this Agreement. The Parties acknowledge that the funding provided under this Agreement is subject to allocations in their jurisdictional budget. Each party commits in good faith to seeking the necessary approvals and funding in their respective cabinet processes.

PART 2 — GOVERNANCE

The CHC has principal responsibility for supporting and monitoring the implementation of this Agreement.

The Australian Health Ministers' Advisory Council (AHMAC) has responsibility for providing strategic and operational support to CHC.

The Ministers for Health in each jurisdiction have overarching accountability for the digital health initiatives implemented in their jurisdictions as described in this Agreement and its Schedules.

The Australian Digital Health Agency (the Agency) is the single accountable organisation for digital health at a national level in Australia. The Agency has the authority to continue to develop, set and deliver on Australia's National Digital Health Strategy, as directed and agreed by the CHC, setting the direction for the digital health ecosystem, including both public and private sector elements.

The Office of the Australian Information Commissioner has responsibility for the oversight of the development of national privacy laws, which are an important enabler for digital health to operate effectively across jurisdictions and the private sector.

PART 3 — FUNDING ARRANGEMENTS

4. Funding

The Parties have provided funding since 2005 to develop the foundations and infrastructure to support a national digital health capability. The Parties agree to commit funding to support the Agency and the delivery of the Four Year workplan 2018-2022 up until 30 June 2022. Funding will be based on the 2016-2018 investment in the Agency in accordance with the AHMAC cost-shared formula.

Funding is provided to manage ongoing operations, including managing digital health infrastructure, products and solutions, and programme support and governance. This level of funding allows the Agency to provide continuity of services and to deliver on its expected outcomes. In line with the review processes inherent in this Agreement, if necessary the base level funding can be reset in future years.

Following the development of a transition plan, and subject to the future agreement from the Parties to implement this transition, funding may also be provided to operate and continue to improve the National Health Service Directory.

If there is any underspend, the surpluses that result will be available for re-investment in subsequent year work-plans, which will need to be agreed and directed by Health Ministers on an annual basis.

This Agreement does not commit the Parties to additional expenditure beyond their current and planned national investment in digital health. The current and planned national funding arrangements are summarised in Schedule A.

If the Parties identify and agree on additional high value and priority projects which require additional investment to the funding agreed in this Agreement, the Parties must unanimously agree to vary this Agreement.

The Parties agree that there may be other specific programmes of work which may be funded separately through public – private partnerships or by individual jurisdictions. Funding for these activities will be subject to other contractual arrangements and not through this Agreement.

PART 4 – REVIEW OF THIS AGREEMENT

5. Delegations

It will be the responsibility of the CHC to consider and agree to any amendments or inclusions to this Agreement and Schedules before they are adopted.

6. Review of the Agreement

The term, funding and outcomes of this Agreement, will be reviewed and agreed by the Parties by 31 December 2019 to allow the Parties to complete Budget processes by 30 June 2020 if required.

The Parties agree that the implementation of this Agreement, particularly the Four Year workplan 2018-2022 or any priorities including implementation targets or milestones included in a Schedule, will be subject to ongoing monitoring, coordinated through AHMAC and reporting to the CHC.

Implementation reviews and evaluations of the particular digital health services outlined in any Schedules to this Agreement will be commissioned as required by the Minister for Health or the jurisdiction with lead responsibility for its implementation.

PART 5 – VISION, OUTCOMES, PRINCIPLES AND OUTPUTS

7. Vision

- a) The Parties share and are committed to achieving a vision for Australia to have a world leading national digital health capability, which will advance the efficiency, quality and delivery of healthcare provision to improve the health outcomes of all Australians, through:
 - i. Full engagement, participation, equity and empowerment of consumers;
 - ii. Open collaboration available to all health professionals;
 - iii. Person centred coordinated care decisions based on sharing data;
 - iv. Practical and secure information technologies;
 - v. Government policies and regulations;
 - vi. Transparency, through public reporting; and
 - vii. Respect for the individual and their privacy;
- b) is governed by effective institutional, representative and administrative arrangements which promote:

- i. collaboration and coordinated action between governments and health system participants; and
 - ii. partnerships to drive innovation and adoption across the health community;
- c) supports the achievement of national, state and local health system reform and the realisation of benefits from the implementation of innovative and connected digital systems;
 - d) is guided by Australia's National Digital Health Strategy which sets out the national coordination, investment, and collaboration in national health information and systems development to optimise the sharing of quality health and clinical information across the healthcare sector;
 - e) enables a person's key healthcare information to be accessed electronically by their healthcare providers anywhere in Australia through sharing information securely across geographic and health sector boundaries;
 - f) empowers and informs healthcare recipients, and improves health literacy, through better access to, and control over, a healthcare recipient's consolidated healthcare information;
 - g) promotes the adoption of safe, effective and efficient clinical practices by the health workforce through the use of digital health technologies which support clinical usability and utility;
 - h) uses consistent national standards and specifications, and clinical terminology to facilitate the inter-operability and connectivity of health information systems;
 - i) provides effective regulatory and compliance arrangements that ensure the system is trusted by participants as a secure source of health information; and
 - j) encourages innovation in digital health technologies to deliver more efficient and effective healthcare services for both healthcare recipients and the healthcare sector.

8. Outcomes

The continued development of a national digital health capability is expected to deliver the following beneficial outcomes for all Australians in the long-term:

Improvements to the quality, safety and overall effectiveness of healthcare: by providing access to current clinical and treatment information; using digital decision-support tools to reduce error; and supporting healthcare recipient understanding and participation in managing their healthcare;

Improving access to care: by more productive use of the available health workforce and facilities supported by increased use of electronic service delivery for patient consultations;

Increasing efficiency: by streamlining clinical processes (such as access to diagnostic results and ePrescribing); enabling savings to the national health budget through reducing duplication and delivering more consolidated corporate support services (such as eProcurement);

Improving the management of the Australian health system: by enhancing information for service and system managers and policy-makers; enabling faster response to health emergencies and crises; providing the foundation information for new funding models; and enabling innovation in service delivery.

The Parties acknowledge that the timeframes over which the outcomes and benefits will be achieved from a national digital health capability in each State and Territory will vary. The Parties commit to supporting and contributing to Australia's National Digital Health Strategy to support the vision for digital health in Australia outlined in this Agreement, and to identify and report on the benefits achieved from investment in the national digital health capability.

The Parties recognise that the capacity and willingness to invest in digital health will differ across jurisdictions and that there are also initiatives being governed locally (by jurisdictions) that are leveraging the national infrastructure to deliver healthcare improvements. The Parties agree that where major new digital health investments occur, these will be consistent with the principles of this Agreement.

9. Policy principles

The following principles will guide future investment, development and implementation of a national approach to digital health, including innovative and technological advancements:

Collaboration: The Parties will collaborate in developing, coordinating and maintaining the intellectual capital, national infrastructure and foundation services to support a national digital health capability.

Funding: The Parties will commit to seek funding to support the establishment and continued operations of the Agency. They jointly agree to commit these funds to support the ongoing operations of the Agency and for all work related to the Four Year workplan 2018-2022, including the digital health foundations, services and infrastructure.

National infrastructure: Australia's National Digital Health Strategy will guide the development and innovation of core elements of the national digital health infrastructure. The Four Year workplan 2018-2022 will underpin Australia's National Digital Health Strategy by setting out the schedule and investment required to maintain and deliver all components of the national infrastructure required to support the national digital health capability.

Stakeholder engagement: Key healthcare stakeholders will be included in the governance, design, usability, utility and delivery of digital health solutions.

Incremental approach: Long-term national digital health capability will be built in an incremental and pragmatic manner, with initial investment focussed in those areas that deliver the greatest benefits for healthcare recipients, healthcare providers and healthcare managers.

Recognising different starting points: The Parties acknowledge that the level of infrastructure, digital capacity and capability and need for support varies across and within jurisdictions, healthcare providers and sectors.

Leverage: Digital health activity, national technological innovation will be prioritised, leveraged and expanded to improve national health service delivery.

Balancing alignment and independence: The Parties commit to the alignment of national digital health activities without constraining the ability of jurisdictions, healthcare participants and vendors to implement locally relevant solutions.

Promoting trust: Users of digital health initiatives have confidence that their health information is stored and used in a way that is secure and consistent with legal and privacy requirements.

Confidence: Healthcare providers and healthcare recipients have confidence that the national digital health system provides information and technologies which are easy and safe to use and consistent with the quality standards applied across the healthcare system.

10. Outputs

The Parties recognise that an effective national digital health capability is dependent on effective governance arrangements. The Parties agree that new Schedules may be added to this Agreement to support emerging digital health initiatives and future innovation.

The Parties agree to adopt the Head Agreement and all of its Schedules and implementation milestones as they are developed and agreed.

The Parties acknowledge that the Agency will:

- Continue to maintain the current digital health foundations and infrastructure and recognise the technical interdependencies between different digital health capability, including:
 - a) healthcare identifiers, clinical terminology services, and specifications and standards are essential foundations of a national digital health capability;
 - b) the Healthcare Identifiers Service, the National Health Services Directory and the National Authentication Service for Health together facilitate the accurate, safe and secure sharing of information between healthcare providers;
 - c) the National Endpoint Proxy Service and the My Health Record system are dependent on the successful implementation of healthcare identifiers and the National Authentication Service for Health; and
 - d) the My Health Record system is dependent on the successful implementation of specifications and standards and clinical terminology services;
- Coordinate and regularly review Australia's National Digital Health Strategy to provide an evolved Strategy to meet the needs of, and agreement to, by the Parties through the CHC;
- Implement national components of Australia's National Digital Health Strategy and Four Year Work Plan 2018-2022 and other elements as directed/agreed by the CHC, including supporting, engaging, communicating and collaborating with key stakeholders;
- Monitor and manage strategic systemic opportunities and risks including, but not limited to, out of date or new software/standards, major global trends/innovations/hacks, Internet of Things, crowd sourced feedback, testing and funding; and
- Comply with the Australian Government's security and design standards (Protective Security Policy Framework, Information Security Manual, and Digital Service Standard) as amended from time to time.

PART 6 – ROLES AND RESPONSIBILITIES

To realise the objectives and commitments in this Agreement, each Party has specific roles and responsibilities, as outlined below and may be included in the Schedules to this Agreement.

11. Role of CHC

The Parties recognise that the role of CHC will be to monitor and agree changes to Australia's National Digital Health Strategy and the priorities to inform the development and implementation of the Four Year workplan 2018-2022 upon CHC's agreement/direction.

12. Role of AHMAC

AHMAC has responsibility for providing strategic and operational support to CHC.

13. Role of the Commonwealth

The Commonwealth will promote the adoption and take up of national digital health capability consistent with this Agreement in areas that it has policy, legislation and funding responsibility, such as in primary healthcare, private medical specialists, allied health services, the Pharmaceutical Benefits Scheme, aged care, veterans' care, and defence health services.

14. Role of the States and Territories

The Parties recognise the role of the States and Territories as key health system managers, particularly for public health and public hospital services.

In managing and funding these state-operated services, States and Territories have the role of introducing, supporting and leveraging national digital health capability.

15. Role of the Australian Digital Health Agency (the Agency)

The Parties recognise the Agency as the national body responsible for the evolution of the digital health capability. The Agency will provide the leadership, coordination and delivery of a collaborative and innovative approach to utilising technology to support and enhance a clinically safe and connected national health system to improve health service delivery and health outcomes for the Australian community.

In undertaking this role, the Agency will implement Australia's National Digital Health Strategy, and in doing so will work collaboratively as appropriate with the Commonwealth, state and territory governments and other key stakeholders, such as peak and professional organisations representing medical professionals and healthcare provider groups, peak healthcare recipient representative and support organisations, public and private sector health organisations, and the health software industry. Additionally, the Agency will be responsible for implementing those aspects of Australia's National Digital Health Strategy that are directed by the CHC.

The Agency will be responsible for implementing and managing the Four Year workplan 2018-2022 that aligns with Australia's National Digital Health Strategy. The Four Year workplan 2018-2022 comprises activities to deliver, operate, maintain and evolve the national digital health architecture, infrastructure, services, foundations, solutions design and development to facilitate digital information sharing across the Australian healthcare system. These include, but are not limited to, the My Health Record system, the Healthcare Identifiers Service, the National Authentication Service for Health, the Clinical Terminology and Health Informatics Service, eHealth Reference and Testing Platform Service, Supply Chain Services, Secure Messaging Delivery and National Product Catalogue.

The Agency will also be responsible for the development of a transition plan for the possible migration of the National Health Services Directory to the Agency that will be provided to the Parties by September 2018 for agreement. The transition plan will be developed between the Agency and Healthdirect Australia and will set out transition arrangements, ongoing scope, functionality, costs and governance. Subject to the future agreement of the Parties to migrate the National Health Services Directory, the Agency may be responsible for the operation and continued improvement of this service.

While the Parties do not intend any of the provisions of this Agreement to be legally enforceable, the Rule under the PGPA Act to establish the Agency provides that if the Agency carries out a function that is relevant to this Agreement, the Agency must have regard to this Agreement in carrying out that function.

The functions of the Agency as reflected in the Rule are provided in Schedule B to this Agreement.

16. Shared roles and responsibilities

The Parties share the following roles and responsibilities:

- through shared funding commitments to support the operations of the Agency, fund core national digital health services such as the Healthcare Identifiers Service, the National Authentication Service for Health, National Clinical Terminology Service and establishing and maintaining specifications and standards for digital health;
- working collaboratively with the Agency and each other to contribute to the implementation and enforcement of Australia's National Digital Health Strategy and Four Year workplan 2018-2022, including agreed national standards for the definition, collection, storage and use of digital health information and greater use of digital health technologies; and

- reviewing and reporting on the benefits achieved from national and jurisdictional investment in digital health.

17. Dispute resolution

Any Party may give notice to other Parties of a dispute under this Agreement.

Officials of relevant Parties will attempt to resolve any dispute in the first instance.

If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and if necessary, the CHC.


18. Variation of the Agreement

The Agreement may be amended at any time by agreement in writing by all the Parties.

A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

The Parties have confirmed their commitment to this Agreement as follows:

Signed for and on behalf of the Commonwealth of Australia by



The Honourable Greg Hunt MP
Minister for Health of the Commonwealth of Australia

Date 21.5.18

Signed for and on behalf of the State of New South Wales by

The Honourable Brad Hazzard MP
Minister for Health of the State of New South Wales

Date

Signed for and on behalf of the State of Victoria by

The Honourable Jill Hennessy MP
Minister for Health of the State of Victoria

Date

Signed for and on behalf of the State of Queensland by

The Honourable Dr Steven Miles MP
Minister for Health of the State of Queensland

Date

Signed for and on behalf of the State of South Australia by

The Honourable Stephen Wade MLC
Minister for Health of the State of South Australia

Date

Signed for and on behalf of the State of Western Australia by

The Honourable Roger Cook MLA
Minister for Health of the State of Western Australia

Date

Signed for and on behalf of the State of Tasmania by

The Honourable Michael Ferguson MP
Minister for Health of the State of Tasmania

Date

Signed for and on behalf of the Northern Territory by

The Honourable Natasha Fyles MLA
Minister for Health of the Northern Territory of Australia

Date

Signed for and on behalf of the Australian Capital Territory by

Ms Meegan Fitzharris MLA
Minister for Health of the Australian Capital Territory

Date

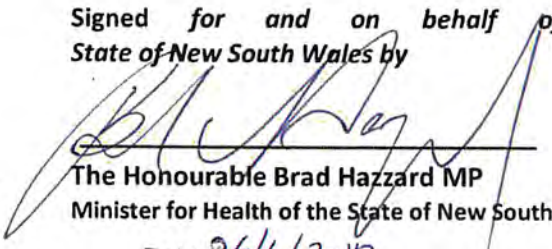
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The Honourable Greg Hunt MP
Minister for Health of the Commonwealth of Australia

Date

Signed for and on behalf of the State of New South Wales by



The Honourable Brad Hazzard MP
Minister for Health of the State of New South Wales

Date 26/6/2018

Signed for and on behalf of the State of Victoria by

The Honourable Jill Hennessy MP
Minister for Health of the State of Victoria

Date

Signed for and on behalf of the State of Queensland by

The Honourable Dr Steven Miles MP
Minister for Health of the State of Queensland

Date

Signed for and on behalf of the State of South Australia by

The Honourable Stephen Wade MLC
Minister for Health of the State of South Australia

Date

Signed for and on behalf of the State of Western Australia by

The Honourable Roger Cook MLA
Minister for Health of the State of Western Australia

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The Honourable Michael Ferguson MP
Minister for Health of the State of Tasmania

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Minister for Health of the Australian Capital Territory

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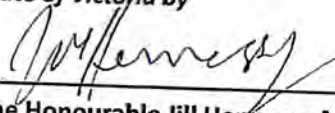
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Minister for Health of the State of New South Wales

Date

Signed for and on behalf of the State of Victoria by



The Honourable Jill Hennessy MP
Minister for Health of the State of Victoria

Date 15/6/18

Signed for and on behalf of the State of Queensland by

The Honourable Dr Steven Miles MP
Minister for Health of the State of Queensland

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Minister for Health of the Australian Capital Territory

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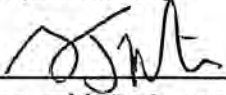
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The Honourable Jill Hennessy MP
Minister for Health of the State of Victoria

Date

Signed for and on behalf of the State of Queensland by



The Honourable Dr Steven Miles MP
Minister for Health of the State of Queensland

Date 27 June 2017

Signed for and on behalf of the State of South Australia by

The Honourable Stephen Wade MLC
Minister for Health of the State of South Australia

Date

Signed for and on behalf of the State of Western Australia by

The Honourable Roger Cook MLA
Minister for Health of the State of Western Australia

Date

Signed for and on behalf of the State of Tasmania by

The Honourable Michael Ferguson MP
Minister for Health of the State of Tasmania

Date

Signed for and on behalf of the Northern Territory by

The Honourable Natasha Fyles MLA
Minister for Health of the Northern Territory of Australia

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Minister for Health of the Australian Capital Territory

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Signed for and on behalf of the State of South Australia by


The Honourable Stephen Wade MLC
Minister for Health of the State of South Australia

Date 20 October 2018

Signed for and on behalf of the State of Tasmania by

The Honourable Michael Ferguson MP
Minister for Health of the State of Tasmania

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Ms Meegan Fitzharris MLA
Minister for Health of the Australian Capital Territory

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Minister for Health of the State of Western Australia

Date 18/6/18

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Minister for Health of the State of Tasmania

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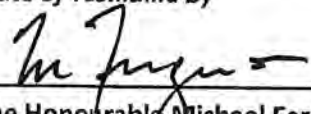
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The Honourable Roger Cook MLA
Minister for Health of the State of Western Australia

Date

Signed for and on behalf of the State of Tasmania by



The Honourable Michael Ferguson MP
Minister for Health of the State of Tasmania

Date 20/7/18

Signed for and on behalf of the Northern Territory by

The Honourable Natasha Fyles MLA
Minister for Health of the Northern Territory of Australia

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Ms Meegan Fitzharris MLA
Minister for Health of the Australian Capital Territory

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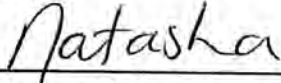
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Minister for Health of the State of Tasmania

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Signed for and on behalf of the Northern Territory by



The Honourable Natasha Fyles MLA
Minister for Health of the Northern Territory of Australia

Date 22 JUN 2019

Signed for and on behalf of the Australian Capital Territory by

Ms Meegan Fitzharris MLA
Minister for Health of the Australian Capital Territory

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Minister for Health of the State of Tasmania

Date

Signed for and on behalf of the Northern Territory by

The Honourable Natasha Fyles MLA
Minister for Health of the Northern Territory of Australia

Date

Signed for and on behalf of the Australian Capital Territory by

Ms Meegan Fitzharris MLA
Minister for Health of the Australian Capital Territory

Date

7/6/2018

Definitions

INTERGOVERNMENTAL AGREEMENT ON DIGITAL HEALTH

In this Agreement and its Schedules:

Agency means the Australian Digital Health Agency.

AHMAC means the Australian Health Ministers' Advisory Council which provides strategic and operational support to the COAG Health Council.

Australia's National Digital Health Strategy is a national strategy that identifies priority areas which can be progressively extended to support health reform in Australia in 2018-2022. It provides a common framework for States and Territories, and the public and private health sectors, to implement digital health.

COAG means the Council of Australian Governments.

digital health capability includes the national digital health system and its supporting foundations, standards and infrastructure and any future improvements to those.

digital health ecosystem covers the whole of Australian healthcare, and its interfaces with related human services, to support the care of individuals who receive healthcare in the Australian States and Territories. It is inclusive of consumers, carers and providers of healthcare whether public, private, charities or not for profit.

entity means:

- (a) a person; or
- (b) a partnership; or
- (c) any other unincorporated association or body; or
- (d) a trust; or
- (e) a part of another entity (under a previous application of this definition).

Four Year workplan 2018-2022 refers to the agreed suite of projects and plans that align with Australia's National Digital Health Strategy and which may be delivered in 2018-2022 through collaboration between governments, the Australian Digital Health Agency and other agencies.

healthcare means health service within the meaning given by the *Privacy Act 1988* (Cth).

healthcare identifier(s) means the Individual Healthcare Identifier (IHI), Healthcare Provider Identifier – Individual (HPI-I) and Healthcare Provider Identifier – Organisation (HPI-O) identifiers. Each of the three types of identifiers is a unique 16-digit number that complies with International Organization for Standardization requirements and Australian Standards for healthcare identifiers.

healthcare provider means:

- (a) an individual healthcare provider; or
- (b) a healthcare provider organisation.

healthcare provider organisation means an entity, or a part of an entity, that has conducted, conducts, or will conduct, an enterprise that provides healthcare (including healthcare provided free of charge). Examples: A public hospital, or a corporation that runs a medical centre.

healthcare recipient means an individual who has received, receives, or may receive, healthcare.

health information means:

- (a) information or an opinion about:
 - (i) the health, including an illness, or a disability or injury (at any time) of an individual; or
 - (ii) an individual's expressed wishes about the future provision of health services to the individual; or
 - (iii) healthcare provided, or to be provided, to an individual;

that is also personal information; or

- (b) other personal information collected to provide, or in providing, a health service to an individual; or
- (c) other personal information about an individual collected in connection with the donation, or intended donation, by an individual of his or her body parts, organs or body substances; or
- (d) genetic information about an individual in a form that is, or could be, predictive of the health of the individual or a genetic relative of the individual.

Healthcare Identifiers Service means the services of:

- (a) assigning, issuing and maintaining healthcare identifiers; and
- (b) establishing and operating the Healthcare Identifiers Directory Service, and undertaking incidental tasks.

Healthcare Identifiers Service Operator means the body that operates the Healthcare Identifiers Service.

Minister for Health means the Commonwealth Government Minister for Health unless otherwise noted as a State/Territory Health Minister.

My Health Record has the meaning given by the *My Health Records Act 2012* (Cth).

My Health Record system has the meaning given by the *My Health Records Act 2012* (Cth).

National Health Services Directory refers to the database of verified healthcare and related human services information including, but not limited to, healthcare provider information such as location, opening hours and telephone numbers for certain general practices, pharmacies, hospitals and emergency departments. It includes the public-facing interface (webpage, mobile application and other software solution developed to access the database) as well as a separate interface specifically built to enable each jurisdiction to access to the database.

personal information has the meaning given by the *Privacy Act 1988* (Cth).

Rule in relation to the Australian Digital Health Agency means the *Public Governance, Performance and Accountability (Establishing the Australian Digital Health Agency) Rule 2016* (Cth).

specification is a set of requirements to be satisfied by a material, product or service, which may be developed by a range of public or private organisations and may include established standards. The Agency develops specifications, which may become standards if they are developed under the governance of Standards Australia.

standard means an established norm or requirement about information systems. It is a formal document agreed through a consensus process by an accredited standards development organisation, such as Standards Australia. A standard establishes uniform criteria, methods, processes and practices.

System Operator has the meaning given by the *My Health Records Act 2012* (Cth): the System Operator is responsible for the operation of the My Health Record system.

FUNDING

INTERGOVERNMENTAL AGREEMENT ON NATIONAL DIGITAL HEALTH

- A1 The Commonwealth and States and Territories jointly commit to seek funding through their cabinet processes to support the operations of the Australian Digital Health Agency (the Agency). They jointly agree to commit these funds for all work related to the Four Year workplan 2018-2022, including the digital health foundations, services and infrastructure, noting that:
- the funding contribution proportion for the Agency's annual operations, and will be in accordance with the AHMAC cost-shared formula;
 - funding commitments beyond this will be discussed and confirmed by Health Ministers at CHC as required.
- A2 The Agency will implement Australia's National Digital Health Strategy, which is underpinned by the agreed Four Year workplan 2018-2022 to support a national digital health system.
- A3 There are a number of funding streams for the Agency in place to reflect specific work programmes, included in the Four Year workplan 2018-2022 and reflected as priority work in Australia's National Digital Health Strategy.
- A4 The Agency is legally obliged to take into account any requirements in this Agreement when carrying out functions which are relevant to this Agreement, e.g.,
- When preparing the annual National Digital Health Work Programme, the Agency will need to have regard to any requirements in this Agreement which relate to the preparation of the work programmes.
 - The Agency is to have regard to any requirements outlined in this Agreement around the provision of funding when exercising a function.
 - Subject to future agreement by the Parties, the transition and operation of the National Health Service Directory, which enables health professionals and consumers access to reliable and consistent information about health services.

The Commonwealth and the States and Territories agree to make a financial contribution to the operation of the Agency as set out below.

TABLE 1: FINANCIAL CONTRIBUTION OF EACH JURISDICTION FOR THE AGENCY

Financial contribution(*)	2018-19	2019-20	2020-21	2021-22	AHMAC Formula* 17/18
Commonwealth	\$32,250,000	\$32,250,000	\$32,250,000	\$32,250,000	50.00%
New South Wales	\$10,326,450	\$10,326,450	\$10,326,450	\$10,326,450	16.01%
Victoria	\$8,114,100	\$8,114,100	\$8,114,100	\$8,114,100	12.58%
Queensland	\$6,475,800	\$6,475,800	\$6,475,800	\$6,475,800	10.04%
Western Australia	\$3,495,900	\$3,495,900	\$3,495,900	\$3,495,900	5.42%
South Australia	\$2,283,300	\$2,283,300	\$2,283,300	\$2,283,300	3.54%
Tasmania	\$696,600	\$696,600	\$696,600	\$696,600	1.08%
Australian Capital Territory	\$528,900	\$528,900	\$528,900	\$528,900	0.82%
Northern Territory	\$328,950	\$328,950	\$328,950	\$328,950	0.51%

* This contribution is based on the AHMAC Cost sharing formula, and is subject to change. Should the formula change, the above funding proportions will also change.

TABLE 2: FINANCIAL CONTRIBUTION OF EACH JURISDICTION FOR THE NATIONAL HEALTH SERVICES DIRECTORY

Funding provided by the Parties to Healthdirect Australia to operate the NHSD is provided in the table below. These costs are not being transferred to the Agreement at this time, but are provided for reference, ahead of a possible decision of the Parties to transfer the function in future.

Financial contribution(*)	2017-18	2018-19	2019-20**	2020-21**	2021-22**	AHMAC Formula* 17/18
Commonwealth	\$2,390,136					50.00%
New South Wales	\$774,404	Funding for 2018-19 to be negotiated, and will be agreed by a separate agreement (i.e. the NHSD Services Contract)				16.01%
Victoria	\$593,709					12.58%
Queensland	\$483,285					10.04%
Western Australia	\$245,706					5.42%
South Australia	\$175,914					3.54%
Tasmania	\$54,495					1.08%
Australian Capital Territory	\$38,242					0.82%
Northern Territory	\$24,379					0.51%

* Formulas per the contract between Parties and Healthdirect Australia.

** Funding for beyond 30 June 2019 to be negotiated, and will be subject to future agreement by the Parties.

The Commonwealth will continue to fund the My Health Record system approximately \$215m in the 2018-19 financial year. This includes funding for the implementation of national opt out arrangements that will result in a My Health Record being created for every Australian by December 2018, unless they opt out. Future funding will be subject to the Commonwealth securing funding through the Commonwealth budget.

Functions of the Agency

FUNCTIONS OF THE AGENCY AS EXPRESS IN THE RULE

- (1) The Agency has the following functions:
 - (a) to coordinate, and provide input into, the ongoing development of the National Digital Health Strategy;
 - (b) to implement those aspects of the National Digital Health Strategy that are directed by the Ministerial Council;
 - (c) to develop, implement, manage, operate and continuously innovate and improve specifications, standards, systems and services in relation to digital health, consistently with the national digital health work program;
 - (d) to develop, implement and operate comprehensive and effective clinical governance, using a whole of system approach, to ensure clinical safety in the delivery of the national digital health work program;
 - (e) to develop, monitor and manage specifications and standards to maximise effective interoperability of public and private sector digital health systems;
 - (f) to develop and implement compliance approaches in relation to the adoption of agreed specifications and standards relating to digital health;
 - (g) to liaise and cooperate with overseas and international bodies on matters relating to digital health;
 - (h) such other functions as are conferred on the Agency by this instrument or by any other law of the Commonwealth;
 - (i) to do anything incidental to or conducive to the performance of any of the above functions.
- (2) In performing its functions under paragraphs (1)(a) and (c), the Agency must, if appropriate, act collaboratively with:
 - (a) Commonwealth, State and Territory Governments; and
 - (b) other key stakeholders, such as peak health associations, health industry bodies, clinical groups, health consumer organisations and healthcare providers.
- (3) If an intergovernmental agreement is relevant to the performance of a function of the Agency, the Agency must have regard to the agreement in performing the function.
- (4) Subsection (3) does not limit the matters to which regard may be had.
- (5) Where the Agency may provide a service, the Agency may do so:
 - (a) itself; or
 - (b) in cooperation with another person (including the Commonwealth); or
 - (c) by arranging for another person (including the Commonwealth) to do so on its behalf.
- (6) The Agency may charge fees for things done in performing its functions.