

# Intergovernmental Agreement on National Digital Health 2023-2027

An Agreement to enable interoperability and connected data across Australia's health care settings to support high quality patient care and improve the efficiency and sustainability of the health care system.

## Parties

This Agreement is 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.

# 1. Definitions

In this Agreement, unless the contrary intention appears:

**‘Agreement’** means this document and includes the Schedules and any attachments.

**‘The Agency’** refers to the Australian Digital Health Agency.

**‘The Agency Board’** has the same meaning as given to it in the Rule.

**‘Data Standards’** means the definitions, classifications and terminologies to enable the consistent exchange of health data between one health IT system and another in a way that preserves the clinical or operational meaning and purpose of the data.

**‘Delivery Partners’** means entities which support the objectives of this Agreement, including development, operation or support of Foundation Services, National Services, Strategic Priority Projects and other digital health initiatives. Delivery Partners are not Parties to this Agreement and may or may not be provided funding under this Agreement.

**‘Foundation Services’** means the services, tools and systems that provide the basis for a nationally connected health system. They are available for industry and all eligible healthcare providers to use and provide the functional capability to share clinical information between providers. Foundation Services, including those not funded through this Agreement, are defined in Schedule A.

**‘Funding Stream’** means the funding allocated under this Agreement to National Services, Foundation Services and Strategic Priority Projects.

**‘Funds’** means the amounts payable by Parties as specified in Schedule C.

**‘Health Chief Executives’** means the chief executive officers from each Australian government health department.

**‘Health Ministers’** means the Ministers of the Commonwealth and each state and territory with responsibility for health matters.

**‘Interoperability’** means the ability of a system or product to transfer the meaning of information within and between systems or products without special effort on the part of the user. It is made possible by the implementation of standards that support the consistent recording, use and exchange of data within context.

**‘Jurisdictional Advisory Committee’** has the same meaning as given to it in the Rule.

**‘Members’** refers to the representatives of each jurisdiction who have been appointed to sit on the Oversight Committee.

**‘National Services’** means the national systems that have been developed to support healthcare, and either have a significant role in enabling interoperability, and/or are themselves dependent on being interoperable with other components. National Services leverage Foundation Services to provide a functional capability to support the delivery of healthcare across Australia. National Services, including those not funded through this Agreement, are defined in Schedule A.

**‘National Digital Health Strategy’** means the forward strategy developed by the Australian Digital Health Agency on behalf of all Australian governments to outline the key national priorities for investment and development of digital health in Australia.

**‘Oversight Committee’** means the governance group that will oversee the implementation of the Agreement and provide direction and oversight to the Services and Strategic Priority Projects funded by jurisdictions under this Agreement.

**‘PGPA Act’** means the *Public Governance Performance and Accountability (PGPA) Act 2013 (Cth)*.

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

**‘Secure Messaging’** is an ecosystem where any healthcare provider is able to send a message securely to another healthcare provider, irrespective of secure messaging network or clinical information system. ‘Secure messages’ are sent either directly (such as via encrypted email) or through one or more secure messaging providers and can be: delivery of a message containing text only, stand-alone clinical documents or messages containing text and clinical documents. Secure Messaging can be intended to support real-time, conversational information exchange, or asynchronous, store and forward styles of interoperability.

**‘Specifications’** refers to the data and data exchange parameters or technical requirements created to support integration with a system or service. Specifications are created by an individual organisation or a community of interest, not a standards development organisation, and are therefore not standards.

**‘Strategic Priority Projects’** means the priorities agreed by all Parties to be funded through this Agreement and implemented by Delivery Partners in collaboration with the Commonwealth, states and territories to enable implementation of elements of the National Digital Health Strategy and other national priorities as determined by all Parties.

**‘Strategy Delivery Roadmap’** means the Roadmap that will provide guidance on the key initiatives required to implement the National Digital Health Strategy.

**‘Terminology’** means the agreed code sets or agreed nomenclature to allow mapping between code sets and to provide ‘translations’ to conform with standardised data formats for sharing information between systems.

**‘Work Plan’** has the same meaning as ‘national digital health work program’ under the Rule. The Work Plan will define implementation activities to support delivery of the Strategy Delivery Roadmap and National Digital Health Strategy.

## 2. Preliminaries

- 2.1 This Agreement replaces the previous *Intergovernmental Agreement on National Digital Health* and builds on successive joint funding arrangements since 2005, reflecting the ongoing commitment by the Australian, State and Territory Governments to digital health reform to improve the health and wellbeing of Australians.
- 2.2 This Agreement focuses on enabling interoperability and the flow of data across care settings to support high quality care and the efficiency, effectiveness and sustainability of the health system. This will be achieved through the development of options for national architecture and a roadmap to enable health information to be shared across the healthcare system, including connections for My Health Record. This work will inform future decisions about collective investment to realise a capability where a consumer's health information can be securely and easily shared and accessed when and where required.
- 2.3 The Foundation Services and National Services funded under the Agreement are critical to enabling real-time information sharing that is core to improving integration of services across the health system and placing consumers at the centre of their care.
- 2.4 Strategic Priority Projects that are funded under this Agreement will be focused on supporting consumers as they move between care settings, ensuring that their health information follows them through their health journey to support safe and high-quality care. Standards and terminologies funded by the Agreement will ensure that this health information is consistent and high quality to support quality care, drive best practice and support research, supporting the objectives and priorities of the National Health Reform Agreement.
- 2.5 The Agreement provides a framework for all governments to work together to drive connectivity across all care settings and borders to deliver more personalised holistic care and better health and wellbeing outcomes for all Australians.
- 2.6 In entering into this Agreement, all Parties commit to the change and adoption required to drive reform and deliver an interoperable health system. The Parties also commit to working together to enable the real-time sharing of health information to support healthcare providers' clinical decision-making ability and facilitate information sharing across care settings throughout a patient's health care journey, minimising the pressure on hospitals and supporting Australia's health reform objectives. This outcome will be enabled through the work of the Agency, other Delivery Partners and the collective efforts of all Parties.
- 2.7 To this end, the Parties commit to shared funding to support the delivery of Foundation Services and National Services progressed under this Agreement, as well as Strategic Priority Projects to deliver health outcomes. Activities to be funded under this Agreement align with the guiding principles outlined below.
- 2.8 The Parties recognise the following have been identified at commencement of this Agreement as critical national infrastructure and services. Noting not all Foundation Services or National Services are managed or funded under this Agreement, Parties nevertheless confirm a continued commitment to:
  - Funding and use of Electronic Prescribing
  - Funding, use and increased adoption of the Healthcare Identifiers Service
  - Funding and use of the Healthcare Information Provider Service

- Supporting the increased use of the My Health Record
  - Funding and use of the National Authentication Service for Health
  - Funding and use of the National Clinical Terminology Service
  - Funding and use of the National Health Services Directory
  - Funding and use of Provider Connect Australia
  - Funding and use of Real Time Prescription Monitoring
  - Funding, adoption and use of standards and guidelines that promote national interoperability.
- 2.9 Descriptions of these National Services and Foundation Services are outlined in Schedule A.
- 2.10 In signing this Agreement, Parties commit in good faith to supporting the evolution of My Health Record and development of national health information exchange capabilities that support patients as they transition through care settings, allowing the secure, safe and seamless sharing of health information between all jurisdictions where it is required for healthcare delivery.
- 2.11 Parties also acknowledge and commit to promoting the following enabling elements of national digital health that sit outside the health portfolio including but not limited to:
- Priorities of Data and Digital Ministers' Meetings
  - Telecommunications network access
  - Digital literacy
  - Broader privacy, security and data sharing policy and legislation
  - Consumer Data Right
- 2.12 This Agreement establishes an agile and collaborative governance framework that allows all Parties and Delivery Partners to work together to leverage, build and connect all parts of the health care system to support improved patient care and the overall efficiency and sustainability of the system. The Parties agree to actively participate in the governance framework to support these objectives.
- 2.13 As the primary agency for national digital health in Australia, the Australian Digital Health Agency will be the primary Delivery Partner under this Agreement. The Agency's functions under the Rule include coordinating and contributing to developing the National Digital Health Strategy and implementing those aspects of the Strategy as directed by Health Ministers.
- 2.14 The National Digital Health Strategy and the Strategy Delivery Roadmap, when endorsed by all Health Ministers, will outline the key national priorities for investment and development of digital health in Australia. Parties commit in good faith to implementing the relevant parts of the Strategy, separate to the commitments made under this Agreement.
- 2.15 In addition to funding the Foundation and National Services, this Agreement provides the funding and governance for the Strategic Priority Projects to be funded by all Australian governments and implemented by the Agency, in collaboration with all jurisdictions, to enable implementation of elements of the National Digital Health Strategy and other national priorities as determined by all Parties.

### 3. Guiding principles for this Agreement

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

- 3.1 Support health reform priorities – The Parties will prioritise activities that support the objectives of the National Health Reform Agreement, National Digital Health Strategy and other strategic health, aged care and disability priorities as directed by Health Ministers.
- 3.2 Collaboration – The Parties will commit to collective building, use, reuse and enhancement of Foundation and National Services to support connected care.
- 3.3 Funding – The Parties will commit to seek funding in their respective cabinet processes to support the agreed activities managed by Delivery Partners, the operation of Foundation and National Services and agreed Strategic Priority Projects.
- 3.4 National infrastructure – Australia’s National Digital Health Strategy will guide the ongoing enhancement and adoption of the Foundation and National Services.
- 3.5 Stakeholder engagement – Delivery Partners and key stakeholders will be included in the governance, design, usability, utility, and delivery of digital health solutions.
- 3.6 Managed approach – Long-term national digital health capability will be delivered in an incremental and pragmatic manner, with prioritised investment focussed in those areas that deliver the greatest benefits for healthcare recipients, healthcare providers and healthcare managers.
- 3.7 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. The Parties also acknowledge that consumers have varying levels of digital maturity and expectations that should be supported in the delivery of digital health solutions.
- 3.8 Leverage – The Parties undertake to prioritise use (where relevant) of existing Foundation and National Services in the delivery and expansion of digital health solutions in their respective jurisdictions.
- 3.9 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.
- 3.10 Promoting trust – The Parties will store and use health information in a way that is secure and consistent with legal and privacy requirements, to promote the trust and confidence of digital health initiative users.
- 3.11 Ongoing sustainability – the costs of transition and implementation for all Parties, and the ongoing costs of operating, maintaining, and enhancing digital health systems will be considered through a gating process from initiation to inform decision making and ensure that sustainable funding mechanisms can be identified.
- 3.12 Confidence – The Parties commit to enabling healthcare providers and healthcare recipients to have confidence that the national digital health system provides information and technologies which are easy and safe to use and consistent with the quality data standards applied across the healthcare system.

## 4. Objectives of this Agreement

This Agreement aims to continue to enable interoperable health systems to deliver more personalised and connected health and wellbeing experiences for all Australians by:

- 4.1 All Parties committing to the funding and the use, where appropriate, of Foundation Services, National Services, and Strategic Priority Projects progressed under this Agreement to support the secure, safe, and real-time sharing of information across health care settings.
- 4.2 Prioritising funding for Strategic Priority Projects that supports the achievement of national, state, and local health system reform and the realisation of benefits of a connected health system, guided by Australia's national health reform priorities and national digital health strategies.
- 4.3 Prioritising the development, adoption and implementation of standards, specifications, implementation guides and terminologies that support national interoperability and connected care across health settings.
- 4.4 Establishing a governance arrangement under this Agreement that supports effective collaboration and coordinated action between all Parties and Delivery Partners, including placing funded activities under the Agreement within the broader context of all Parties' digital health efforts.
- 4.5 Developing a framework that supports planning and review of digital health activities under the Agreement, to drive completion of projects and support transition of a strategic initiative into the operational phase or achievement of an objective.
- 4.6 Establishing a performance framework through the governance arrangement to monitor the implementation of the Agreement, including delivery of projects by the Agency and the Parties' respective implementation of their obligations.
- 4.7 Encouraging scalable innovation in digital health capabilities to deliver more efficient and effective healthcare services for both healthcare recipients and the healthcare sector.
- 4.8 Consolidating and rationalising national digital health funding arrangements between the Commonwealth, states and territories to reduce funding complexity and streamline governance for national digital health, while maintaining transparency and accountability.

## 5. Operative Provisions

### 5.1 Commencement and term

- 5.1.1 This Agreement will commence on 1 July 2023 and expire on 30 June 2027, unless the Parties agree unanimously in writing to an early termination or to an extension of the Term.

### 5.2 Variation/Amendment

- 5.2.1 This Agreement may be amended at any time by the unanimous decision of the Parties. Any amendment must be made in writing and executed by the Parties and will include the date on which the amendment will come into force.

### **5.3 Authority to Act**

- 5.3.1 Parties may authorise Health Chief Executives, or another official within the Party, to represent the Party for the purposes of this Agreement, which may include amending this Agreement.

### **5.4 Withdrawal**

- 5.4.1 A Party may withdraw from this Agreement by sending written notice to all other Parties. The withdrawal will become effective six months after the notice was sent and pro-rata financial contributions for that notice period will continue to be payable. A Party may revoke its withdrawal at any time prior to it becoming effective.
- 5.4.2 If a Party withdraws from this Agreement, this Agreement will continue in force with respect to the remaining Parties, and Funds will be maintained at the amounts payable for each Party as outlined in Schedule C, unless all Parties unanimously agree to vary funding under this Agreement.

### **5.5 Dispute resolution**

- 5.5.1 Any Party may give notice to other Parties of a dispute under this Agreement. Officials of relevant Parties will take action to resolve any dispute in the first instance.
- 5.5.2 If a dispute cannot be resolved by officials, it may be escalated to Health Ministers. Health Ministers may seek external expertise to inform their approach.

## **6. Governance**

### **6.1 Governance role**

- 6.1.1 An Oversight Committee will be established to support implementation of this Agreement and provide the mechanism for the Commonwealth, states and territories to collaborate and decide on their collective investments under this Agreement and monitor implementation of the Agreement.
- 6.1.2 The Oversight Committee will also consider how specific programs funded separately to this Agreement could be leveraged, or may impact on, the investments under the Agreement.

### **6.2 Membership/Participation**

- 6.2.1 Members of the Oversight Committee will include officials authorised to act on behalf of each of the Parties. Each Party will determine one voting representative through their respective internal processes and advise the Secretariat of that representative's contact details.

### **6.3 Costs of Participation**

- 6.3.1 All members of the Oversight Committee will cover their respective costs of participation in any meetings, including access to virtual platforms or travel for any face-to-face meetings.
- 6.3.2 Parties undertake to support the work of the Secretariat by providing in-kind staffing support where an agreed task requires collective input.



## 6.4 Delivery Partners

6.4.1 While not Parties to the Agreement, the following entities are essential Delivery Partners in the implementation and ongoing support for national digital health in Australia and will be invited to participate in the governance arrangements to support collaboration and implementation of the Agreement:

- Australian Digital Health Agency
- Services Australia
- Healthdirect Australia
- Other Delivery Partners as identified by the Parties or delegated officials of the Parties.

6.4.2 The Parties recognise the Agency as the primary agency for national digital health in Australia, with a direct responsibility to act collaboratively with the Commonwealth and States and Territories. Services Australia, Healthdirect Australia and other Delivery Partners also play a critical role in the delivery of national digital health services and will be engaged under this Agreement through the new Oversight Committee as outlined in section 6.5.

6.4.3 Delivery Partners may participate in discussions (by invitation) to support the planning, alignment, coordination and evolution of Foundation Services, National Services and Strategic Priority Projects progressed through this Agreement and other priorities as directed by Health Ministers, including to identify opportunities to leverage existing services and priorities funded within or outside of this Agreement.

6.4.4 Delivery Partners will report to the Oversight Committee including the provision of monitoring reporting as set out by the Oversight Committee, of any Foundation Service, National Service or Strategic Priority Project funded by the Agreement.

6.4.5 Delivery Partners will routinely provide the Oversight Committee with updates on the status of projects funded under this Agreement. Any over or underspends on services or projects will be discussed and by mutual agreement, funds may be reallocated within a financial year to existing or new Foundation Services, National Services or Strategic Priority Projects. This would be in accordance with the Oversight Committee terms of reference, and where appropriate, the processes outlined in Schedule D of this Agreement.

6.4.6 Delivery Partners will not have a role in formal decision-making or allocating funding under the Agreement.

## 6.5 Oversight Committee

6.5.1 The Oversight Committee will oversee implementation of the Agreement - including implementation of the Objectives by their respective jurisdictions, monitoring the delivery of National Services, Foundation Services and Strategic Priority Projects funded through this Agreement, as well as any other priorities as directed by Health Ministers.

6.5.2 In fulfilling its functions, as outlined in Schedule B, the Oversight Committee may consider other services or activities funded outside the Agreement, but which may have a bearing on the operation of National Services, Foundation Services and Strategic Priority Projects funded through this Agreement.

- 6.5.3 The Oversight Committee, not including Delivery Partners, will be responsible for:
- i. Extending/varying this Agreement on behalf of their jurisdiction, subject to approved delegation provisions (refer clause 5.3.1).
  - ii. Reviewing the Agency Work Plan to inform allocation of funding under this Agreement.
  - iii. Monitoring and assessing the effectiveness of this Agreement and including the outputs of Delivery Partners (where relevant) for the activities funded under this Agreement including outcomes from the Agency's assessment against the National Digital Health Strategy and Work Plan.
  - iv. If required, seeking advice from the Health Chief Executives Forum (or other national governance body as appropriate) to confirm national priority areas from the National Digital Health Strategy to be funded under this Agreement.
- 6.5.4 The Oversight Committee will determine its meeting schedule to fulfill its functions. Meetings may be in-person or via a virtual platform as agreed by its members. Terms of reference for the Oversight Committee are outlined at Schedule B of this Agreement.

## **6.6 Oversight Committee Engagement with Delivery Partners**

### **6.6.1 Australian Digital Health Agency**

- i. The Oversight Committee will review and confirm annual funding allocations based on the Agency's advice for National Services, Foundation Services and Strategic Priority Projects to support Australian's national health reform and digital objectives, including reviewing and re-allocating strategic priority funding to address emerging issues as required.
- ii. The Oversight Committee will allocate funding to the Agency for services and priorities funded under this Agreement in line with milestones agreed by the Oversight Committee and in accordance with the National Digital Health Strategy and Health Ministers' priorities.
- iii. The Oversight Committee may discuss and agree to supplementary financial commitments beyond the amount of Funds specified in Schedule C for existing or new services or priorities delivered or to be delivered by the Agency.
- iv. Allocation of funding under this Agreement would be in accordance with the Oversight Committee terms of reference, and the processes outlined in Schedule D. If funding activities of the Agency require additional financial commitments of the Parties above the terms of this Agreement, Parties will negotiate and agree to funding as a variation to this Agreement (refer clause 5.2.1).
- v. The aspects of the Agency's draft Work Plan funded under this Agreement will be endorsed by the Oversight Committee prior to approval by the Agency Board. The Oversight Committee may determine whether the draft Work Plan requires approval by Health Chief Executives and/or Health Ministers in relation to a particular financial year. Any approval by Health Chief Executives and/or Health Ministers would occur after the Agency Board has approved the draft Work Plan.
- vi. The Agency will provide reporting to the Oversight Committee on the delivery of Foundation Services, National Services and Strategic Priority Projects for which it is responsible funded under the Agreement (refer clause 6.4.4).

- vii. Where funds have already been transferred to the Agency in any given financial year, any use of unspent funds from that financial year in subsequent financial years will remain subject to Commonwealth budgetary processes and be reallocated to initiatives agreed and prioritised by the Oversight Committee.
- viii. Consistent with section 9(3) of the Rule, the Agency will have regard to outcomes of Oversight Committee decisions concerning funding and delivery of services and priorities progressed through this Agreement.
- ix. Consistent with section 47 of the Rule, the Jurisdictional Advisory Committee advises the Agency on the full scope of its functions as directed by the Agency Board. The Jurisdictional Advisory Committee may provide the Agency with advice on the implementation of Foundation Services, National Services or Strategic Priority Projects that the Oversight Committee has agreed to fund through this Agreement, to facilitate national consistency with the broader work program of the Agency. The delivery of services and alignment with strategic priorities under the IGA will be within the remit of the proposed Oversight Committee.

#### **6.6.2 Endorsement of the Agency Work Plan**

- i. The draft Work Plan will be endorsed by the Oversight Committee prior to approval by the Agency Board. The Oversight Committee may determine whether the draft Work Plan requires approval by Health Chief Executives and/or Health Ministers in relation to a particular financial year. Any approval by Health Chief Executives and/or Health Ministers would occur after the Agency Board has approved the draft Work Plan.

#### **6.6.3 Services Australia**

- i. The Oversight Committee may discuss and agree to supplementary financial commitments beyond the amount of Funds specified in Schedule C for existing or new services or priorities delivered or to be delivered by Services Australia.
- ii. This would be in accordance with the Oversight Committee terms of reference, and the processes outlined in Schedule D of this Agreement where appropriate, as determined by the Oversight Committee. If funding requires additional financial commitments of the Parties above the terms of this Agreement, Parties will negotiate and agree to funding as a variation to this Agreement (refer clause 5.2.1).

#### **6.6.4 Healthdirect Australia**

- i. While not in receipt of funding at commencement of this Agreement, Healthdirect Australia will be invited to participate in governance arrangements under the Agreement. This will facilitate greater transparency and visibility of key national digital health projects and new initiatives to inform investment decisions, support collaboration and leverage the principles under this Agreement.
- ii. The Oversight Committee may discuss and agree to supplementary financial commitments beyond the amount of Funds specified in Schedule C for the improvement/delivery of the National Health Services Directory, subject to Healthdirect Australia's own governance arrangements.
- iii. Should the Oversight Committee agree to commission Healthdirect Australia to deliver activities, the detailed process and key contractual requirements will be outlined in a new Schedule to this Agreement, to be agreed by all Oversight Committee members.

- iv. Allocation of funding under this Agreement would be in accordance with the Oversight Committee terms of reference, and the processes outlined in Schedule D. If funding activities of Healthdirect Australia require additional financial commitments of the Parties above the terms of this Agreement, Parties will negotiate and agree to funding as a variation to this Agreement (refer clause 5.2.1).

#### 6.6.5 Process for the Design and Implementation of New Initiatives

- i. New opportunities identified as a priority for national implementation may be considered by the Oversight Committee for inclusion and funding under the Agreement over its term:
  - a) if they meet agreed criteria (such as a priority enhancement to an existing core Foundation Service/National Service, or to support broader national health reform objectives).
  - b) if it is mutually agreed that a proposal has merit for inclusion, one or more Parties may present a business case to the Oversight Committee. A Delivery Partner or other entity may be commissioned to develop the business case.
  - c) the business case will be considered at a quarterly meeting (or out-of-session) and if agreed, will proceed to Health Chief Executives for approval if determined on the advice of the Oversight Committee.
- ii. Funding arrangements for the design, build, adoption, and maintenance of the new project or services would be determined on a case-by-case basis as defined in Schedule D. If additional funding is required for these projects, this Agreement should be varied as per clause 5.2.1.

## 7. Monitoring and Reporting

- 7.1 The Oversight Committee members will be jointly responsible for reporting on the planning and implementation of this Agreement to their respective governments, including the Parties' own implementation of their obligations under this Agreement and reports provided by the Agency.
- 7.2 The Oversight Committee may determine whether any reporting is required to be provided to the Health Chief Executives, Health Ministers, or other national governance arrangements. Reporting requirements for this Agreement aim to minimise additional reporting burden wherever possible.
- 7.3 **Non-performance and remedies:** Where there are concerns regarding delivery of activities funded under this Agreement, the Oversight Committee and the relevant Delivery Partner/s will seek to resolve concerns at the Committee level in the first instance. Where necessary, the Delivery Partner/s may be requested to develop a remediation plan identifying steps to resolving the issues of concern within 10 working days of notice. Based on advice from the relevant Delivery Partner/s, the Oversight Committee may agree to revise relevant deliverables under the Agency Work Plan or Delivery Partner contract (as relevant), reallocate funding as appropriate, and/or consider termination. Funding for Foundation or National Services will not be ceased without reference to Health Chief Executives.

## 8. Funding Arrangements

### 8.1 Commitment of Funding

8.1.1 The Parties acknowledge that the funding provided under this Agreement, as outlined in Schedule C, 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 to implement this Agreement.

### 8.2 Joint Core Funding

8.2.1 The Agreement does not commit Parties to additional expenditure beyond the amount of Funds specified in Table 1 of Schedule C.

8.2.2 If a Party is not able to pay its share of the Funds in accordance with this Agreement, that Party must provide a written notice to the other Parties within 30 days of that Party becoming aware that it is unable to pay the Funds. This notice must include a statement that the Party is unable to pay its share of the Funds and set out the proposed arrangements for paying its share of the Funds.

8.2.3 If the Parties identify and agree on new Foundation Services, National Services and/or Strategic Priority Projects, or supplementary financial commitments of Delivery Partners, which require additional investment beyond the amount of Funds specified in Table 1 of Schedule C, the Parties must unanimously agree to vary this Agreement (refer clause 5.2.1). Additional investment will be negotiated and agreed in line with processes outlined in Schedule D, if determined by the Oversight Committee. Advice will be sought from Health Chief Executives (or other governance arrangement as relevant) where the Oversight Committee plans to significantly alter annual funding allocations.

8.2.4 The Parties acknowledge that there may be other specific programs 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.

### 8.3 Funding allocations

8.3.1 As additional Foundation and National Services are implemented, and/or the proportion of the funding committed under this Agreement allocated for operational costs increases, the potential for Strategic Priority Projects to be undertaken within the scope of this core funding may be diminished. If additional funding is required to implement the National Digital Health Strategy or other national priorities as directed by all Parties, and this is not agreed as a variation to this Agreement, the Oversight Committee will prioritise programs to be completed within the current funding levels.

8.3.2 An agreed allocation of funding for delivery of Foundation Services, National Services and Strategic Priority Projects for each year of the Agreement will be determined by the Oversight Committee. The funding allocations for the first financial year of this Agreement are set out in Schedule C. The Oversight Committee may agree to reallocate funding across National Services, Foundation Services and Strategic Priority Projects, following consultation with relevant Delivery Partners and an assessment of the opportunities and risks involved in reallocating funding.

## **8.4 Management of surplus/unspent funds**

- 8.4.1 The Parties recognise that the PGPA Act contains provisions applicable to the Agency and Services Australia's financial arrangements. In managing expenditure of funds provided under this Agreement, these Delivery Partners will comply with the provisions of the PGPA Act and administrative and operational requirements of the Commonwealth budgetary processes. The Parties acknowledge this requirement and will take this into consideration when deliberating any changes to funding.
- 8.4.2 If funds are not fully expended for any given financial year, the Delivery Partner will advise the Parties through the governance arrangements outlined in this Agreement. The Delivery Partner will consult with the Oversight Committee to determine how (or whether) the unspent funds may be reinvested, in accordance with the objectives of this Agreement and subject to any applicable legislation.

## **8.5 Contracted program of work**

- 8.5.1 Pending the nature of the proposal, the Agency may be tasked with managing contractual and funding arrangements with other Delivery Partners on behalf of the Parties.

# **9. Roles and responsibilities**

## **9.1 Shared Obligations**

- 9.1.1 In accepting funding provided, and subject to any services agreements or contractual arrangements, Delivery Partners will be required to:
- i. Use the Funds only for the performance of the Foundation Services, National Services and Strategic Priority Projects described in this Agreement;
  - i. Operate the Foundation and National Services within the allocated budget as agreed by the Oversight Committee;
  - ii. Deliver the Strategic Priority Projects within the allocated budget and timeframes; and
  - iii. Measure progress and report on each Foundation Service, National Service and Strategic Priority Project funded through the Agreement.

## **9.2 The Commonwealth**

- 9.2.1 The Commonwealth is responsible for promoting the adoption and take up of national digital health capabilities. The Commonwealth will support the objectives of this Agreement through its overarching policy responsibility for national digital health as well as custodianship of key enabling legislation for the My Health Record and Healthcare Identifiers system, and key enabling legislation for the establishment of the Agency.

## **9.3 States and Territories**

- 9.3.1 Recognising the role of the states and territories as key health system managers, particularly for public health and public hospital services, the states and territories are responsible for:
- i. Working with Delivery Partners to quantify the effort required to implement initiatives, to inform implementation plans, and digital health budget and resource requirements.

- ii. Collaborating with each other, the Commonwealth and with Delivery Partners, on projects with the potential to scale for national benefit, and ensuring national standards, specifications and terminology are used to facilitate interoperability across digital health systems.
- iii. In managing and funding these state-operated services, adopting, supporting, and leveraging Foundation and National Services.

## **9.4 The Australian Digital Health Agency**

9.4.1 The Agency is responsible for:

- i. Co-ordinating the development and implementation of activities to build and evolve national digital health capability.
- ii. Through the Oversight Committee, contributing to future planning of services to assist with the reuse of existing Foundation and National Services.
- iii. Working with all Parties to draft and implement the National Digital Health Strategy (as revised or replaced from time to time) and supporting change and adoption efforts of the Parties and other healthcare providers, to deliver national digital health outcomes consistent with this Agreement and the National Digital Health Strategy.
- iv. Providing leadership, coordination and delivery of a collaborative and innovative approach with other Delivery Partners to support and enhance a clinically safe and connected national health system to improve health service delivery and health outcomes for the Australian community.
- v. Reporting to the Oversight Committee on the delivery of activities funded under this Agreement where the Agency has received funding through the Agreement.

## **9.5 Services Australia**

9.5.1 Services Australia is responsible for:

- i. Delivering Foundation Services, managed through the Agency, which enable the strategic objectives of this Agreement to be realised, including the availability of a common identifier system to improve the ability for healthcare information to be shared and discoverable.
- ii. Through the Oversight Committee, contributing to future planning of services to assist with the reuse of existing Foundation and National Services.
- iii. Should Services Australia receive funding directly through the Agreement, Services Australia will be requested to report progress to the Oversight Committee against agreed outcomes/measures for services and projects funded through the Agreement.

## **9.6 Healthdirect Australia**

9.6.1 The Parties recognise Healthdirect Australia as:

- i. Delivering digital health services to the public and healthcare providers, and in relation to this Agreement, the Parties agree that the National Health Services Directory plays a critical role in national digital health and should be recognised as national digital health infrastructure.

- ii. Through the Oversight Committee, contributing to future planning of services to assist with the reuse of existing Foundation and National Services.
- iii. A potential future recipient of funding through this Agreement. Should funding be made available, Healthdirect Australia will be expected to report progress against agreed outcomes/measures for services and projects funded through this Agreement via the Fund Provider Committee for the National Health Services Directory. Arrangements for communications and funding to Healthdirect Australia will be set out in new clauses in this Agreement and/or its Schedules as appropriate.



# Signatures

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

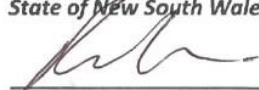
**Signed for and on behalf of the Commonwealth of Australia by**



**The Honourable Mark Butler MP  
Minister for Health of the Commonwealth of Australia**

Date 31 May 2023

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



**The Honourable Ryan Park MP  
Minister for Health of the State of New South Wales**

Date 18 July 2023

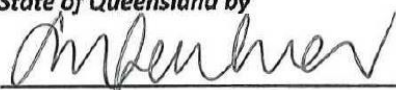
**Signed for and on behalf of the State of Victoria by**



**The Honourable Mary-Anne Thomas MP  
Minister for Health of the State of Victoria**

Date 27 June 2023

**Signed for and on behalf of the State of Queensland by**



**The Honourable Shannon Fentiman MP  
Minister for Health of the State of Queensland**

Date 30/6/23

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



**The Honourable Chris Picton MP  
Minister for Health of the State of South Australia**

Date 30/6/23

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



**The Honourable Amber-Jade Sanderson MLA  
Minister for Health of the State of Western Australia**

Date 28/7/23

**Signed for and on behalf of the State of Tasmania by**



**The Honourable Jeremy Rockliff MP  
Minister for Health of the State of Tasmania**

Date 25 July 2023

**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 27 JUN 2023

**Signed for and on behalf of the Australian Capital Territory by**



**Ms Rachel Stephen-Smith MLA  
Minister for Health of the Australian Capital Territory**

Date 30/6/23

## Schedules:

- A. Service Descriptions
- B. Oversight Committee Terms of Reference
- C. Financial Arrangements
- D. Process for the Design and Implementation of New Initiatives

# Schedule A – Service Descriptions

\* IGA funded

\*\* Non-IGA funded

## Foundation Services

### *Healthcare Identifiers Service \**

The HI Service is a national system that assigns a unique 16-digit number to people, healthcare providers and healthcare organisations. This allows electronic systems across the national healthcare system to identify them correctly, and associate information with the right patient and provider at the point of care.

The *Healthcare Identifiers Act 2010* and the Healthcare Identifiers Regulations 2020 set the framework and rules for the HI Service.

### *My Health Record \*\**

The MHR is a national service that provides a secure digital record of an individual's healthcare information. It is available to anyone in Australia who has Medicare or an individual healthcare identifier.

Healthcare providers can upload clinical documents to an individual's MHR, such as pathology and diagnostic imaging reports, immunisations, discharge summaries, referrals and test or scan results. Individuals can also add their own information including allergies, medication details and advance care plans.

The MHR allows an individual's health information to be shared with healthcare providers. However, individuals can manage and control who has access to their MHR and see what has been accessed.

The Australian Digital Health Agency is the System Operator of MHR. The *My Health Records Act 2012*, My Health Records Rule 2016 and My Health Records Regulation 2012 create the legislative framework for the MHR system.

### *National Authentication Service for Health \**

The NASH makes it possible for healthcare providers and supporting organisations to securely access and exchange health information.

NASH provides Public Key Infrastructure (PKI) certificates that help healthcare organisations and individuals to:

- access the My Health Record system
- access the Healthcare Identifiers Service
- share health information using software that meets National Secure Messaging Networking or electronic prescribing requirements
- access the NASH directory on the Certificates Australia website

### *National Clinical Terminology Service \**

The NCTS aims to support easier, consistent and more meaningful use of clinical terminologies in healthcare. It is responsible for managing, developing and distributing national clinical terminologies and related tools and services to the Australian healthcare community to support their adoption, use and maintenance of terminology.

### *National Healthcare Interoperability Plan \**

Implementation of the National Healthcare Interoperability Plan (Interoperability Plan) will map a pathway to a more interoperable Australian health system and support implementation of digitally enabled models of care.

### *National Health Services Directory \*\**

Launched in 2012, the NHSD is a comprehensive national directory of health services and the practitioners who provide them. It aggregates large data sets from across the health sector to provide complete, accurate, and up-to-date information about health services. This data is accessible through application programming interfaces and widgets embedded into the systems and websites of health organisations.

The NHSD was established by an Australian Health Ministers' Advisory Council agreement. It is jointly funded by departments of health within state and federal governments and managed by Healthdirect Australia.

### *New standard related services \**

These services are related to the National Healthcare Interoperability Plan and data standards related services.

### *Standards and informatics \**

This refers to the Australian Digital Health Agency's work on standards and informatics for key products and services to support interoperability, connectivity and solutions for information exchange.

## **National Services**

### *Healthcare Information Provider Service \**

The HIPS is a middleware product offering seamless integration with systems including:

- Patient administration systems
- Clinical information systems
- Laboratory and radiology information systems

It is aimed primarily at supporting large-scale digital health environments typically found in organisations such as hospitals and diagnostic service providers.

### *National Secure Messaging Network \**

Based on a set of Australian and international standards, the NSMN will define a national standard for a messaging solution that can be implemented by clinical information and secure messaging systems to enable secure, reliable and interoperable exchange of messages including text-only messages, stand-alone clinical documents or messages containing text and clinical documents between Australian healthcare providers.

### *Provider Connect Australia \**

PCA connects healthcare organisations with their business partners (such as Primary Health Networks, Medicare and health services directories) to streamline updates of the services they provide and the practitioners providing them. This eliminates the need to keep multiple directories up to date manually and maintains the accuracy of healthcare service and practitioner contact details.

The PCA creates unique identifiers for healthcare services, service delivery locations and practitioners' service delivery roles, allowing these to be reliably identified and linked across the healthcare system.

### *ePrescribing \**

Electronic prescribing allows prescribers and their patients to use an electronic prescription. The national model for e-prescriptions in Australia is comprised of three software components:

- practice software used to generate the prescription;
- prescription delivery service (PDS), which incorporates a prescription exchange (PE) and holds the prescription; and
- pharmacy software that retrieves the e-prescription and is used to dispense the prescription.

### *Real Time Prescription Monitoring \**

The RTPM is a nationally implemented system designed to monitor the prescribing and dispensing of controlled medicines with the aim of reducing their misuse in Australia.

The RTPM provides information to doctors (prescribers) and pharmacists (dispensers) about a patient's history and use of controlled medicines when they are considering prescribing or dispensing these medicines.

The Commonwealth, state and territory agencies are working together to implement the RTPM system. However, each state or territory remains responsible for the management of controlled medicines in its jurisdiction.

# Schedule B – Oversight Committee Terms of Reference

## 1. Purpose

An Oversight Committee is to be established as a time-limited committee to provide oversight of, and reporting on, the implementation of the *Intergovernmental Agreement on National Digital Health 2023-2027* (the Agreement) including but not limited to:

- Ensuring digital health services and projects funded under the Agreement align with the objectives of this Agreement and Health Ministers' priorities.
- Ensuring Services and Priorities are being supported and utilised in national and jurisdictional digital health programs of work.
- Identifying opportunities for improving the coordination of activities and programs, including those delivered by the Delivery Partners.
- Considering any business cases for new programs, and associated funding per the process and requirements outlined in Schedule D.
- Considering changes to priorities where critical emerging needs arise and reallocate funding where there is minimal detriment to an existing program.
- Monitoring and reporting to Health Chief Executives as required on the progress against the Agreement.

## 2. Functions

The Oversight Committee will consider and determine:

- Allocation of funding for delivery of Foundation Services, National Services and Strategic Priority Projects for each year of the Agreement. Any adjustments to allocations will be reflected in Schedule C to the Agreement.
- Redistribution of funding across existing Funding Streams if required and agreed by Committee members, following consultation with the relevant Delivery Partner.
- The Agency Work Plan, and how Agreement funds will be allocated.
- The delivery of Foundation National Services in line with strategic commitments in the Agreement and the National Digital Health Strategy.
- The extent to which the objectives of the Agreement are being achieved by all Parties.
- Agreement to and funding for any business cases presented by Parties to the Agreement.
- Where additional projects are identified as critical national infrastructure by governments but are not funded through agreed base funding, the Committee will use the process outlined in Schedule D to develop new business cases for consideration by the Parties.
- The process for any mid-term review of the Agreement.
- Opportunities for improving the coordination of activities and programs, including those delivered by Delivery Partners.

- Ensuring accountability for expenditure of funds, including consideration of implementation and ongoing costs of operation to ensure sustainability of initiatives (deliberations and decisions limited to financial contributors only).
- Working with Delivery Partners to deliver a nationally agreed framework for evaluating the benefits realised over the term of the Agreement.
- Providing input to the mid-term review of the National Health Reform Agreement to ensure alignment between the activities funded and managed under the IGA on National Digital Health and the objectives of the National Health Reform Agreement.
- Reporting to the Health Chief Executives Forum, or any other relevant authoritative governance arrangement, upon request.

### **3. Working Groups**

The Oversight Committee may establish topic or project specific working groups, as required, to support the work of the committee.

### **4. Membership and Quorum**

The Oversight Committee will comprise of one representative from each jurisdiction.

The Oversight Committee will be co-chaired by the Commonwealth and one jurisdiction, to be rotated annually or as agreed by the members.

Oversight Committee members may nominate a proxy in the event they are unable to attend a meeting. Members and proxies must be sufficiently senior to be able to provide advice or make decisions on behalf of their jurisdiction.

One representative from each of the following Delivery Partners will also be invited to the Oversight Committee to provide advice and expertise as required:

- Australian Digital Health Agency
- Services Australia
- Healthdirect Australia
- Other stakeholders as mutually agreed by the Oversight Committee.

Representatives of Delivery Partners will not be party to budget allocation discussions or have voting rights.

#### **Quorum**

The quorum for a meeting is 75% of voting Oversight Committee members plus one more Oversight Committee member.

It is likely that some decisions and consideration of issues will need to be made through an out-of-session process. The Secretariat of the Oversight Committee will provide guidance on the process to consider issues out of session, when and as required.

### **5. Meetings**

#### **Timing**

The Oversight Committee commences on 1 July 2023 for a period of 4 years. Meetings will be held quarterly or as required and will be scheduled with consideration to the Agency Jurisdictional

Advisory Committee's schedule and any other jurisdictional governance structures as identified by the Oversight Committee.

Minutes and any action items arising from each meeting will be circulated by the Secretariat within ten business days of the meeting. All documents remain committee in confidence.

### **Voting rights**

The Commonwealth, states and territories, as financial contributors, will have the right to vote in relation to any business cases or proposals for national funding under consideration by the Oversight Committee.

Delivery Partners may be consulted and provide advice in relation to business proposals being considered and contribute their expertise. However, as potential recipients of funding they will not be party to discussions in relation to funding proposals or have voting rights on decisions.

Discussions in relation to funding will be quarantined to a section of each meeting. The Chair of the meeting will notify members with no voting rights and excuse them from the discussion, as relevant.

### **Secretariat**

The Commonwealth will provide Secretariat support for the meetings and Oversight Committee. Papers will be distributed to members electronically at least five working days prior to an Oversight Committee meeting.

Part of the Secretariat function will be to manage conflicts of interest and ensure that Delivery Partners, while contributing to planning discussions and delivery under the Agreement, will not partake in decisions about allocation of funding.

The Secretariat will ensure timing of meetings will facilitate effective and efficient discussions in line with the Agency's governance arrangements and will source any information required to support the Oversight Committee's deliberations.

### **Governance**

Per clause 5.3 of the IGA, Health Ministers may delegate the ability to make funding commitments to the Oversight Committee. Any decisions will be recorded and provided to committee members and Delivery Partners per section 6 of the terms of reference.

Decisions by the Oversight Committee may be subject to external jurisdictional budget approval processes.

The Oversight Committee may determine whether any reporting of its operations is required to be provided to the Health Chief Executives, Health Ministers, or other national governance arrangements.

## **6. Roles and Responsibilities**

### **Chair responsibilities**

The Chairs will:

- Set the agenda for each meeting, based on advice from the Secretariat and any requests from other members or Delivery Partners.
- Draft and sponsor any papers to Health Chief Executives and Health Ministers as required in relation to the Committee's advice concerning matters relating to national digital health services.



- Undertake communications with Delivery Partners concerning outcomes from the Oversight Committee’s deliberations, including funding allocations.

#### **Oversight Committee member responsibilities**

- Participate in all Oversight Committee meetings and deliberations, including decisions concerning the allocation of funding.
- Ensure that each member (or their proxy) is sufficiently senior to be able to make decisions to progress in-principle agreements of the Oversight Committee.
- Provide joined-up, whole-of-health-system input and advice to the Oversight Committee that is based on local consultation within/across their jurisdiction.
- Ensure local support and endorsement is achieved to enable nationally agreed deliverables to be progressed to the Health Chief Executives Forum and Health Ministers Meeting.
- Support the development of joined-up national advice to inform Health Chief Executives Forum and Health Ministers Meeting.
- Co-ordinate participation in working groups/sub-committees from relevant stakeholders within each jurisdiction, as required to progress implementation of the Agreement.

Detailed administrative arrangements and processes may be agreed and set out in a separate attachment to this Schedule.

### **7. Delivery Partners**

Delivery Partners may participate in Oversight Committee meeting discussions on strategic planning and alignment of activities, as determined by the Oversight Committee members.

Delivery Partners in receipt of funding under this Agreement will be expected to provide the Oversight Committee with a work plan for each Foundation Service, National Service and Strategic Priority Project funded through the Agreement for each financial year, to be endorsed by the Committee.

The Secretariat will routinely request updates on delivery of projects and financial expenditure from Delivery Partners (as relevant) in time for consideration by the Oversight Committee.

### **8. Funding Decisions**

The Oversight Committee will consider funding allocations for delivery of Foundation Services, National Services and Strategic Priority Projects for each financial year of the Agreement, based on a costing request from the relevant Delivery Partner and an assessment of the viability of delivery of the project by the Oversight Committee. The Oversight Committee may agree to reallocate funding across National Services, Foundation Services and Strategic Priority Projects, following consultation with relevant Delivery Partners. There may be circumstances where approval from Health Ministers may be needed to commit funding to an initiative in future years.

If a surplus is expected for any given financial year, the Delivery Partner will advise the Parties through the governance arrangements outlined in this Agreement. The Oversight Committee will consult with the Delivery Partner on how (or whether) the unspent funds may be reinvested, in accordance with the objectives of this Agreement and subject to any applicable legislation.

Where the decision to fund a new/ongoing project is made (and approved) by the Oversight Committee, the following procedures should be followed:

#### *Australian Digital Health Agency*

- Chairs write to the Chief Executive Officer of the Agency advising on project/work that all Parties to the IGA would like delivered and the associated funding.

#### *Services Australia*

- If in relation to the Healthcare Identifiers Service or National Authentication Service for Health, Chairs write to the Chief Executive Officer of the Agency as the contract manager for those services.
- If in relation to a proposed new activity, Chairs write to the Chief Executive Officer of Services Australia with high-level advice to commence negotiations as per standard procedures.

#### *Healthdirect Australia*

- If in relation to a proposed new strategic activity or the National Health Services Directory, the Chairs write to the Chief Executive Officer of Healthdirect Australia.

### **9. Amendments to these Terms**

The Oversight Committee may by unanimous agreement of members make any amendments or additions to these terms of reference.

### **10. Additional Processes**

The Oversight Committee may determine and agree on additional processes and Secretariat arrangements, which may be attached to this Schedule.

## Schedule C – Financial Arrangements

1. The Commonwealth, states and territories jointly commit to seek funding through their cabinet processes to support the funding of National Services, Foundation Services and Strategic Priority Projects agreed through the Agreement.
2. Funding will be allocated under three Funding Streams to be used only for the Foundation Services, National Services and Strategic Priority Projects funded through this Agreement:
  - National Foundation Services
  - National Services
  - Strategic Priority Projects

### Overall funding levels

3. The Commonwealth, states and territories agree to make a financial contribution to priorities agreed through this Agreement. Parties' share of the agreed \$64.5m per annum is in Table 1. Jurisdictional contributions for each year of the Agreement are based on the 2022-23 cost-shared formula agreed by the Health Chief Executives Forum.

**Table 1: Annual Financial contribution by each Party to the Agreement**

Member Jurisdiction	Cost-shared budget contribution <sup>1</sup>	Current IGA financial contribution
Commonwealth	50.00%	\$32,250,000
New South Wales	15.71%	\$10,132,950
Victoria	12.73%	\$8,210,850
Queensland	10.22%	\$6,591,000
Western Australia	5.36%	\$3,457,200
South Australia	3.51%	\$2,263,950
Tasmania	1.11%	\$715,950
Australian Capital Territory	0.88%	\$567,600
Northern Territory	0.48%	\$309,600

4. Funding for the Australian Digital Health Agency's corporate and service costs and the operation of the My Health Record by the Australian Digital Health Agency will be met by the Commonwealth.

### Agreed Services and Strategic Priorities to be funded

5. The below list represents the services and projects agreed to be funded under this Agreement at its commencement. As project-specific funding is currently under development through the finalisation of a new National Digital Health Strategy, only category-based allocations have been indicated.

This list may be updated as per the terms of this Agreement and will reflect the cessation of some Strategic Priorities, and commencement of new projects.

*National Services – approx. 16%*

<sup>1</sup> Based on the HCEF cost-shared formula 2022-23

1. Healthcare Information Provider Service (ongoing)
2. National Secure Messaging Network (ongoing)
3. Provider Connect Australia (ongoing)
4. Real Time Prescription Monitoring (ongoing) (subject to transition to the Agency)

*Foundation Services – approx. 51 %*

1. Healthcare Identifiers Service (ongoing)
2. National Authentication Service for Health (ongoing)
3. National Clinical Terminology Service (ongoing)
4. Standards and informatics (ongoing)
5. New standards related services (ongoing)
6. National Healthcare Interoperability Plan implementation (ongoing)

*Strategic Priority Projects – approx. 21%*

1. National Health Information Exchange Capabilities
2. Implementation of Electronic Prescribing in Public Hospitals.
3. MHR Connections (pathology, diagnostic imaging, specialists, community health)
4. Real Time Prescription Monitoring enhancements

*Funding available for other strategic priorities – approx. 12%*

These projects will be confirmed through approval of the Agency's annual Work Plan for the financial year 2023-24, and as guided by the National Digital Health Strategy.

# Schedule D – Process for the Design and Implementation of New Initiatives

The initiatives and programs to be assessed for funding through this process are related to the development and implementation of new high-value projects and objectives supported by all Parties under the Agreement. The principles do not apply to funding for:

- Corporate costs of Delivery Partners
- Changes/amendments to deliverables or funding levels for existing projects or services under the Agreement.
- Operational costs for Foundation and National Services

## Principles for deciding to invest in an initiative

Proposed projects must align with the bolded principle below, and at least one other:

1. **The initiative will align with and actively use national standards and meet all relevant conformance requirements. The initiative will support the enhancement or development of new national standards where these are not currently mature or fit for purpose to support this use case.**
2. The initiative is aligned with and supports delivery of the National Digital Health Strategy.
3. All Parties support the initiative, and the initiative has the potential to be nationally scaled and incorporated into each jurisdiction in future, at a level appropriate to each jurisdiction's digital health maturity, thereby driving value at a national scale.
4. A lead Delivery Partner or Party for the initiative is identified who will manage the project.
5. The scope and objectives of the initiative are clear, and the potential benefits are understood.
6. The initiative will integrate with and will actively use national digital health foundations and services.
7. The scope of the initiative is not already covered within the scope of existing funding for the operations and maintenance of national digital health foundations and services (unless it is an enhancement whose costs exceed the scope of existing support and maintenance funding).
8. The initiative will develop capability that has the potential for re-use for other use cases, or by other jurisdictions or agencies.
9. The initiative's governance structure supports (or will support) collaboration in the initiative by any other agency or jurisdiction interested in being involved, and/or willing to contribute funding to promote inter-jurisdictional, or national expansion.
10. The initiative will be funded, managed, tracked and evaluated in a transparent way and lessons learned shared among all stakeholders so that they can be applied to subsequent initiatives.

11. The initiative is feasible and deliverable within expected timeframes and resource allocation, and costs are reasonable and appropriate.

12. The ongoing costs of scaling and transitioning the initiative will be considered from initiation to ensure the solution is sustainable and so that appropriate funding mechanisms can be identified.

### Process for deciding to invest in an initiative

This process will be used by the Oversight Committee to assess, prioritise and approve investments for the development and implementation of programs under the National Digital Health Strategy for any initiatives that meet the agreed criteria. Initiative ideas can be put forward by any Parties, representatives of the Oversight Committee, or Delivery Partners.

Step	Description	Indicative Timeline
<p><b>1. Initial idea prioritisation and assessment</b></p>	<p>National strategic digital health initiative ideas will be presented to the Oversight Committee for assessment and prioritisation against the agreed principles and endorsed for development of a business case.</p> <p>Initiative ideas can be tabled by all Parties or Delivery Partners and may come from several sources, including:</p> <ul style="list-style-type: none"> <li>• An initiative idea presented to the Oversight Committee by a Delivery Partner.</li> <li>• An initiative idea to deliver a ministerial commitment.</li> <li>• The outcomes or evaluation of an existing proof of concept or pilot project delivered by a member organisation identified as suitable for national scaling.</li> </ul> <p>All Parties must agree for an idea to be progressed to the business case phase. Funding for the development of the business case may be considered where this is requested.</p> <p>The Oversight Committee must determine whether:</p> <ul style="list-style-type: none"> <li>• The business case will be for the full national roll-out of the initiative.</li> <li>• The implementation of the initiative by Party or Delivery Partner as a proof of concept or a pilot for evaluation, ahead of developing a full national business case.</li> </ul> <p>Where information on high level costs and benefits are not currently available, the Oversight Committee may determine for the lead Party or Delivery Partner to develop an initial high level business case (2a) for</p>	<p>Aligned to Oversight Committee schedule</p>

	agreement ahead of development of the full business case.	
<b>2a. Development of a high-level business case</b>	<p>Development of a high-level business case and implementation plan.</p> <p>Where an initiative idea does not have high-level cost and benefit estimates available, the Oversight Committee may request a high-level business case be developed initially for endorsement ahead of proceeding to development of a full business case.</p> <p>This could be developed by the lead Party or Delivery Partner with input from the other agencies and Parties as required.</p>	4 weeks
<b>2b. Development of initiative business case(s)</b>	<p>Development of a business case including a project implementation plan.</p> <p>This may require the development of a number of interlinked business cases, for instance where:</p> <ul style="list-style-type: none"> <li>• Business case funding is sought under the Agreement for national foundations and services enhancements or resourcing support from the Australian Digital Health Agency, Services Australia or Healthdirect Australia.</li> <li>• A business case(s) for funding is in parallel sourced from within Parties for co-contribution to the initiative.</li> </ul> <p>Options for developing the business case:</p> <ul style="list-style-type: none"> <li>• Developed by Delivery Partners where it relates to national foundations or digital services operated and managed by these Delivery Partners.</li> <li>• Developed by the nominated Party who will lead the initiative.</li> <li>• Developed by another Party, in partnership with the lead Party.</li> </ul> <p>Where a national business case is being developed, all agencies and jurisdictions may be engaged in its development to validate benefits, costs and the implementation approach.</p>	8 - 14 weeks
<b>3. Independent Business Case Gateway Review</b>	Independent review and assurance of the business case to confirm the case for change is robust; that the initiative is feasible, deliverable, and represents	2 – 4 weeks

	<p>value for money; and that alternative solution and delivery options have been assessed.</p> <p>Options for delivering an independent business case gateway review include:</p> <ul style="list-style-type: none"> <li>• Assessed by a Delivery Partner</li> <li>• Assessed by another nominated Party</li> </ul> <p>At this stage the business case could also be shared with all other agencies and jurisdictions for comments and feedback prior to submission to the Oversight Committee, as a further validation exercise.</p> <p>The Party-level business case will go through the relevant gateway assurance processes within its respective jurisdiction.</p>	
<p><b>4. Oversight Committee Endorsement of Business Case</b></p>	<p>The business case and gateway review are presented to the Oversight Committee for endorsement of funding for the development and implementation of the initiative.</p> <p>Where a business case is inter-related to a jurisdiction business case, a business case can be endorsed subject to jurisdictional funding also being approved.</p>	<p>Aligned to Oversight Committee Meeting Schedule</p>