

## Attachment 2

### **SECTION 1: CAT CS Pty Ltd CAT Plus Software Distribution Agreement things to know:**

#### **For the Practice**

1. The Practice acknowledges that all Intellectual Property Rights in the CAT Plus (**the Software**) throughout the world belong to PCS, that rights in the Software are licensed (not sold) to the Practice, and that the Practice has no rights in, or to, the Software other than the right to use them in accordance with the terms of the Practice Agreement.
2. This means that the Practice agrees:
  - (a) not to distribute, disclose or permit any third party to access any reports, outputs or data generated by the Software (excluding the Practice Data), except as expressly permitted under the agreement;
  - (b) that it has no right to have access to the Software in source code form;
  - (c) the integrity of the Software is protected by Technical Protection Measures (TPMs) so that the Intellectual Property Rights, including copyright, in the Software are not misappropriated. The Practice must not attempt in any way to remove or circumvent any such TPM, nor to apply, manufacture for sale, hire, import, distribute, sell, nor let, offer, advertise or have in its possession for private or commercial purposes, any means whose sole intended purpose is to facilitate the unauthorised removal or circumvention of such TPM;
  - (d) it is granted a non-exclusive, non-transferable licence to use the Software and the Documentation for its own internal business only, for a period commencing upon the Practice's execution of the Practice Agreement and expiring on 30 June 2018 (Licence Period). The Practice Agreement shall terminate immediately upon expiry of the Licence Period. The Practice must not use, and must ensure that the Software and Documentation are not used, other than as expressly permitted by the licence granted to the practice;
  - (e) not to permit any person or entity to use the Software who is in the business of supplying software competitive with the Software (provided that the Practice is aware of that fact);
  - (f) it is responsible for all acts and omissions of its employees and subcontractors;
  - (g) that except with respect to any non-excludable guarantees under the Australian Consumer Law or for any proven gross negligence or wilful

misconduct, PCS and/or SNPHN are not responsible for any non-performance, failure or other aspect of the Software or Documentation;

- (h) it will not transfer, assign, charge or otherwise dispose of its rights or obligations under the Practice Agreement and any such assignment is void.
  - (i) it will not make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs (except as may be expressly permitted by the *Copyright Act 1968 (Cth)*);
  - (j) that PCS is not responsible for the security of any Practice Data. The Practice must ensure that the relevant data files for the Software installed on the Practice's computer systems are stored in a secure manner so as to prevent unauthorised access and use of Practice Data;
  - (k) to comply with The Privacy Act 1988 (Cth) and all other applicable Privacy Laws in connection with Practice Data;
  - (l) to replacement of the current version of the Software with any updated or upgraded version or new release that the SNPHN or PCS provides to the Practice within 14 days of the Practice's receipt of such version or release;
  - (m) the Software and the reports and other information provided by the Software is of a general nature only and does not constitute medical advice or medical opinions of any kind. The Practice must independently verify the correctness of the reports and other information provided by the Software before relying there upon in any respect or providing any advice or services based on such reports or information. The Practice agrees that PCS and SNPHN does not provide medical services or medical opinions of any kind and that any medical or related services provided by the Practice to any medical patient are provided by the Practice alone and that PCS and SNPHN is not a party to any agreement for the provision of services to any medical patient and is not responsible for the performance of any such agreement; and
  - (n) not to allow any person to share any User Account or any Authentication Details with any other person and must ensure that each computer upon which the Software is installed and/or operates from and/or is accessed from has a unique User Account and Authentication Details.
3. The Practice Agreement terminates immediately if the Practice breaches any irremediable provision of the Practice Agreement or any provision of the Practice Agreement capable of remedy and fails to remedy the breach within 14 days of notice requiring it to remedy the breach, if the Practice breaches PCS's Intellectual Property Rights, or if the Practice suffers an insolvency event.
  4. The Practice may at any time terminate this Practice Agreement by giving SNPHN 30 days prior written notice.
  5. The Agreement is subject to and shall be construed in accordance with the laws in force in New South Wales.

#### **For SNPHN**

6. The SNPHN shall own all right, title, interest and Intellectual Property Rights throughout the world in and to all of the Practice Data and shall have sole

responsibility for the legality, reliability, integrity, accuracy and quality of the Practice Data.

7. SNPHN will promptly following the execution of the agreement by a Practice, create a new User Account in the portal for the Practice and in the course of doing so will require the Practice to provide the following information for entry into the portal:
  - (o) the name and contact details of the relevant Practice;
  - (p) the details of the computer upon which the Software is being installed for that Practice;
  - (q) the name or the position of the person who uses that computer;
  - (r) the location of the Practice Site; and
  - (s) the Authentication Details that have been provided to the Practice for that User Account,
8. The Practice will provide consent, and ensure that all consents are obtained, which are necessary to allow PCS and SNPHN lawfully to:
  - (t) collect and process Practice Data, including Personal Information of any Practice and of any patient of any Practice;
  - (u) access information on and from Practices' computers, networks and servers.

## **Specification**

9. The Software covered by this Agreement is CAT Plus, which includes the following features for compatible Clinical Information Systems:

### **1. Clinical Audit Tool (CAT4)**

- Standard PLUS data extraction, filtering and report functions
- PLUS Cleansing
- PLUS Registrar
- PLUS KPI Reporting
- Clinical Audit Tool Scheduler

### **2. Practice Aggregation Tool (PAT CAT)**

- Standard PAT CAT data aggregation, filtering and report functions
- PAT Cleansing Reports
- PAT CAT KPI Reporting
- PAT CAT Point of Care Prompts
- PAT to PAT Network

### **3. Topbar**

- Topbar MBS Prompts
- Topbar Cleansing App
- Topbar Waiting Room App
- Topbar Patient Health Summary (PHS) App
- Topbar CAT Prompts App

- Topbar KPI App

#### **4. Service Delivery**

- Help Desk Support through Pen CS
- SNPHN Support for installation arrangements, data management, and Quality Improvement
- Training appropriate to need

#### **Disclaimer**

10. This data extraction software has been tested on a variety of computer systems and in a variety of environments.
11. As with other software used within the Practice, neither SNPHN nor Pen Computer Systems accepts any responsibility for its use in your environment.
12. SNPHN will provide best effort to assist you with arrangements for software installation and uninstallation processes.
13. General practices that choose to use the Pen Clinical Audit Tool provided by SNPHN do so at their own risk.

#### **SECTION 2 - Information for CAT Plus Implementation and Use**

14. This section 2 further supports informed consent by the practice for installation of CAT Plus to up load CAT Plus data to the CAT Plus tool.
15. The Clinical Audit Tool (CAT4) is widely adopted in general practice to improve the way patient information can be used to inform decisions in clinical settings.
16. Security has been increased through the allocation of unique user accounts and authentication details. In addition, patient identifiable data is locked to the practice, with only de-identified and aggregated data uploaded to CAT Plus. Practice de-identified and aggregated data are stored on a CAT Plus dedicated server within SNPHN. The server is only accessible to authorised SNPHN staff.
17. SNPHN owns all rights, title to and intellectual property rights in the de-identified data.
18. SNPHN will comply with The Privacy Act (1988) and the Australian Privacy Principles in the use, collection, storage or disclosure of any personal and/or health information.
19. This management of information aligns with SNPHN, Privacy Policy underpinned by The Privacy Act (1988), Australian Privacy Principles.
20. The RACGP 4th Edition Accreditation Standards endorse CAT Plus as the preferred decision support tool in general practice (see Criterion 3.1.1 Quality improvement activities). The Standards set out guidelines for managing disclosure of patient information and accredited practices must comply with these guidelines.
21. It is the responsibility of the practice to comply with regulations for the collection, handling and disclosure of health information under the Privacy Act 1988 and any other relevant legislation. SNPHN expects that practices will have a comprehensive

privacy policy in place that complies with the Privacy Act and other relevant legislation.

22. CAT Plus will render patient data drawn from practice database un-identifiable, enabling it to be disclosed for research and statistical purposes under The Privacy Act. However, SNPHN considers de-identified information to be sufficient for its purposes of quality improvement and research relevant to public health (population health statistics).
23. SNPHN may analyse practice's de-identified dataset for purposes of supplying feedback to the practice as part of a program or an initiative the practice is engaging in.
24. Practice's de-identified datasets may be included as a fraction in aggregated reports for purposes of reporting to Department of Health data relevant to national performance indicators.
25. Aggregated, de-identified data may also be used for data pooling and analysis across services and/or geographical areas in compilation with other data sources from a wide range of healthcare settings.
26. SNPHN will protect the confidentiality of practices under this agreement and no names of practices will be disclosed in any use of their de-identified data.
27. SNPHN will not send a practice's de-identified dataset to any third parties other than disclosed in this agreement without the practice's knowledge and authorisation.