



## Equifax Australasia Workforce Solutions Pty Ltd

ABN 86 080 799 720

SOW for eCredential  
Effective 11 September 2019

### 1. Introduction

- This statement of work (SOW) applies when we, Equifax Australasia Workforce Solutions Pty Limited ABN 86 080 799 720 (Equifax) supply our eCredential product services (eCredential Services) to you, our customer, under our terms of supply, [www.equifax.com.au/hrsolutions/pdf/terms-of-supply.pdf](http://www.equifax.com.au/hrsolutions/pdf/terms-of-supply.pdf) (Terms of Supply). Additional terms may also apply as set out in a Work Order, Fee Schedule or otherwise incorporated by you and us for purposes of the eCredential Services.
- 1.2 Where other specific contractual arrangements have been executed and are in place between you and us, this SOW applies only to the extent not inconsistent with those contractual arrangements.
- 1.3 Unless the context otherwise requires:
- where this SOW uses terms defined by the Terms of Supply, Collection Statement or that are not separately defined in Schedule 1 to this SOW, those terms have the same meaning in this SOW; and
  - the terms defined by Schedule 1 to this SOW have that meaning where used in this SOW.
- 1.4 Our eCredential Services are also provided to you, an employee or a Clinician in accordance with our Collection Statement accessible at [www.equifax.com.au/hrsolutions/pdf/eCredential-Collection-Statement.pdf](http://www.equifax.com.au/hrsolutions/pdf/eCredential-Collection-Statement.pdf)
- 1.5 Our eCredential Services provide secure, online credentialing services to individual Clinicians, employees and HSPs as detailed in clause 4 of this SOW.
- 1.6 Where you are a Consumer under the Australian Consumer Law (ACL), our eCredential Services come with consumer guarantees that cannot be excluded. In such case, subject to that law and as contemplated by clause 10 of the Terms of Supply, if a guarantee is not satisfied you may be entitled to a remedy such as resupply of that service at no additional cost, or the option to cancel the service. Nothing in this SOW is intended to exclude, restrict or modify any rights that you may have under the ACL or any other applicable law which may not be excluded, restricted or modified by agreement. For the avoidance of doubt, the balance of the provisions in this SOW continue to apply to you to the extent not inconsistent with such rights.

### 2. Supply of eCredential Services

- 2.1 Our eCredential Services comprises online credentialing services for HSPs, employees and Clinicians in relation to the health services industry. Our eCredential Services may include:
- an online eCredential Clinician Portal, capturing necessary credentialing information, with data sharing functionality- <https://demo.myclinicalprofile.com.au>
  - an online eCredential Organisation Portal used to invite, credential and manage the clinical workforce; and
  - operational assistance such as product implementation support, system configuration and training.
- 2.2 Consistent with clause 4.8 of the Terms of Supply, you will appoint a representative who is to be responsible for the business relationship with us for our eCredential Services. In the absence of any notice from you specifying an Authorised Officer, the officer accepting this Agreement (or any successor in that position from time to time) will be your Authorised Officer.
- 2.3 The Authorised Officer is authorised to accept notices on your behalf in respect of eCredential Services and is responsible for:
- contract management and compliance;
  - your performance, as it relates to our provision of eCredential Services;
  - supporting us in developing the capability to provide the services contemplated by this SOW, including (where relevant) through any third-party (such as an agency or insurance organisation); and
  - managing and co-ordinating internal support, such as managing a team of representatives from each of the locations or organisations that report to you, or are within your HSP;
  - managing any enquiries, incidents or complaints between you and a Clinician, employee or other HSP.

### 3. Term

- 3.1 The Fee Schedule may specify a 'Term' as the duration for our eCredential Services. Where that period expires, and no further duration is identified, the eCredential services may continue or repeat indefinitely subject to the Terms of Supply.
- 3.2 The eCredential Services start on the Effective Date and continue for the Term unless one or more services are terminated earlier by agreement or in accordance with the terms of this SOW or the Agreement.
- 3.3 Either party may terminate this SOW with reasonable notice if the other party materially breaches the terms of this SOW and that breach is not capable of being remedied within a reasonable period of time.
- 3.4 Without limiting the terms of the Agreement, in the event of termination of this SOW, as agreed between the parties and to facilitate eCredential Services that are in the process of being completed, we may continue to provide the eCredential Services under the terms of this SOW for a further period of up to six (6) months.
- 3.5 Subject to clause 3.4 of this SOW, on termination of this SOW we must, at your election, return, delete or deidentify all Data stored on your Organisation Portal.



#### 4. Scope of Services

- 4.1 Consistent with clause 2.2 of the Terms of Supply, you authorise and appoint us as your agent for the limited purpose of:
- (a) hosting and retaining the Data supplied by you, or at your direction, on the eCredential Platform to enable the performance of the eCredential Services;
  - (b) performing the eCredential Services;
  - (c) reporting errors in that Data and otherwise reporting to you on your use of the eCredential Services; and
  - (d) performing the eCredential Services for Authorised Primary Purposes using that Data; and
  - (e) de-identifying that Data,
- in accordance with the terms of this SOW and the Agreement.
- 4.2 We may deliver the eCredential Services as an included bundle or with value add-ons as set out in this Agreement, any Fee Schedule or as agreed in writing between the parties.
- 4.3 If you have outsourced your eCredential Service to a third-party and you so authorise, we may access Data directly from that third party for purposes of the eCredential Services and you will ensure that such access is made available to us pursuant to applicable Privacy Laws.
- 4.4 We may retain any benefit arising from deidentified data.

#### 5. Fees and Payment Term

- 5.1 All fees for the eCredential Services are as stated in a Fee Schedule agreed by the parties and substantially in the form of Schedule A to this SOW, or as agreed by the parties in writing.
- 5.2 If a regulatory body decides to impose additional fees in future in order for eCredential to effectively access their records, then those regulatory fees are subject to further agreement between the parties.

#### 6. Provision of Data

- 6.1 To enable us to perform the eCredential Services, you acknowledge and agree to:
- (a) supply the Data to us within a mutually agreed timeframe in a format and using the approved secure data transfer method approved by us;
  - (b) notify us in advance of any changes or modifications in format of your computer interface and/or the Data that may impact the arrangements agreed under paragraph (a) above;
  - (c) supply the Data, at no charge to us, and keep information up to date on a regular basis (or at such other interval as we may agree) including auditing, reviewing and updating incorrect Data;
  - (d) only provide Data as permitted by and in accordance with all applicable Laws; and
  - (e) comply with any policies or procedures that may be advised by Equifax in respect of the provision of Data (as may be supported by Law or other operational requirements in respect of the Data);
  - (f) to the extent permitted by law, manage any dispute with an HSP, an individual Clinician, or an employee in relation to your use of our eCredential Services. For example, you are responsible for managing and resolving any dispute with a Clinician or HSP relating to the accuracy of, or their accessibility to, Data hosted in eCredential.
- 6.2 Where your Agreement with us provides for the supply of another Equifax HR Solutions service, Equifax may extract Data directly from that information service and you consent to that secondary use of Data for the Services.

#### 7. Data Quality

You agree to:

- (a) provide us with complete and accurate Data;
- (b) test and validate the accuracy of the Data on a mutually agreeable frequency;
- (c) identify and resolve all identified historical and ongoing Data errors within 10 business days;
- (d) correct the Data as required within a commercially reasonable timeframe and in accordance with all applicable Laws, including where an individual Clinician or HSP notifies Equifax of an error in any Data and it is subsequently determined that the Data is incorrect.

#### 8. Compliance with Privacy Laws

- 8.1 The eCredential Services are supplied in accordance with our Privacy Policy, accessible electronically at [www.equifax.com.au/hr solutions/pdf/privacy.pdf](http://www.equifax.com.au/hr solutions/pdf/privacy.pdf), our Agreement and this SOW. You warrant you have satisfied yourself that our delivery of the eCredential Services is compatible with and satisfies any privacy policy or other privacy statement or requirement that you operate under.
- 8.2 To the extent permitted by Law, including any Privacy Law, we will:
- (a) act on your direction in relation to your Data, including in relation to changes to your Data;
  - (b) subject to your compliance with clause 8.3 of this SOW, comply with all applicable Privacy Laws;
  - (c) only use and disclose your Data as your agent and as directed by you in accordance with clause 4 of this SOW for the purpose of providing the eCredential Services to you;
  - (d) restrict access to the personal information to our employees or contractors who need to access such information to fulfil our obligations under the Agreement;
  - (e) take all reasonable steps to ensure that the personal information is protected against misuse, interference and loss, or unauthorised access, modification or disclosure;
  - (f) provide to you on request a copy of your Data currently in our possession;
  - (g) promptly notify you in writing of any valid request made by an individual such as a Clinician for access or correction of Data.
  - (h) notify you if we become aware of any Data Breach regarding personal information held by, or in the possession of, us;
  - (i) comply with your reasonable directions and cooperate with you for the purpose of conducting any assessment,



- investigation or audit in connection with a Data Breach, including conducting an assessment under section 26WH of the *Privacy Act 1988* (Cth) as to whether there are reasonable grounds to believe that a Data Breach is an eligible data breach within the meaning of that term under Privacy Law, and in relation to any notifications required to be made to individuals or other third parties; and
- (j) during and after the term of the Agreement, not do anything with the personal information that will cause you to breach any Privacy Laws and co-operate with you to resolve any complaint made under any Privacy Law.
- 8.3 You must only furnish (and direct any third party to furnish) Data to us as permitted by and in accordance with Privacy Law and other applicable laws, including the *Competition and Consumer Act 2010* (Cth).
- 8.4 You may change or revoke a direction in relation to use of your Data by providing written notice to us, and we will ensure that such changes or revocations (as applicable) are implemented as soon as reasonably practicable. If you revoke all or substantially all Data, that will be treated as a termination of this Agreement under clause 3.3.
- 8.5 Without limiting clause 8.3 of this SOW (and particularly where you are an Australian, ACT or Norfolk Island government employer entity, small business operator, registered political party, State or Territory authority or a prescribed instrumentality of a State), prior to providing us with access to the Data, you must provide all notices to and obtain consents from your Employees and individuals, such as Clinicians, required by Privacy Laws to ensure:
- (a) you comply with Privacy Law when appointing us as your agent for the purposes described in clause 4 of this SOW; and
- (b) we can comply with Privacy Law when collecting, using, disclosing and otherwise handling such Data as contemplated by this SOW and the Agreement.
9. **Modification of eCredential Services**  
Where we propose to make a change to our systems or processes which materially alters the manner of use of Data, we will provide you with thirty (30) days' written notice. If you consider the proposed change is unreasonable or adverse to your interests, you have the right to terminate the eCredential Services by written notice to us within such 30-day period.
10. **Use of Name and Logo**  
We may use your name and logo in routine communications we undertake with prospective and current eCredential customers, including to inform them of your participation in the eCredential Services (to serve you more efficiently and to reduce calls to you to confirm same).
11. **Data, Generally**  
You acknowledge that:
- (a) you have, and at all times retain, effective control over your Data;
- (b) our ability to provide accurate information is dependent upon accurate Data from you;
- (c) if you, or a Clinician only provide limited Data, we may not be able to deliver the full eCredential Services to you or for the benefit of that Clinician;
- (d) the amount and nature of the Data makes it impractical, or us unqualified, to independently verify that the Data is complete and accurate;
- (e) we take all reasonable steps to identify an employee, Clinician or other end-user seeking to access or provide Data to us, you or an HSP through the eCredential Services; however:
- (i) an employee, Administrator, Clinician or end-user may still be referred to you to obtain requisite services where we cannot satisfactorily identify that employee, Administrator, Clinician or end-user; and
- (ii) except as may otherwise be imposed by Law, we will not be liable to you, an organisation, Clinician, end-user or an Employee where Data is released at the direction of someone we have identified as that Employee;
- (f) we will not be liable for any damages or costs incurred by you arising from any inaccuracy or omission in any Data;
- (g) we may be required to access Data for troubleshooting, operational and validation of login detail purposes.
- (h) the eCredential Services are hosted securely in Australia under a managed services/SaaS model (where the vendor does not access or process Data), with Data stored in and (subject to paragraph (h)) accessed from within Australia; and
- (i) to the extent that personal information is accessed by our Parent in providing Equifax with technical, security and data validation support for Data stored in eCredential, the Parent is contractually obliged to access and handle any such information in accordance with the Australian Privacy Principles set out in the *Privacy Act 1988* (Cth).
12. **GDPR**  
Where you are an individual located in the EU at the time we process your personal information as part of our eCredential services, we act as a data controller or joint data controller and a data importer. In those circumstances, we comply with our GDPR obligations in respect of your personal data, as set out in Schedule 4 to our Collection Statement. A supplier of data to us for purposes of those services may function as a data processor under the GDPR, in accordance with that supplier's service contract with us.
13. **Entire Agreement**  
This SOW and the Fee Schedule contains the entire agreement relating to the eCredential Services and supersedes any prior contemporaneous oral or written agreements or representations. Its terms may be modified only by a written agreement (including by variation of the Fee Schedule) duly executed by authorised representatives of both us and you. If required for purposes of the Agreement, the parties agree that execution of the Fee Schedule also constitutes execution of this SOW as given effect by it.
14. **Definitions**  
These meanings apply unless the contrary intention appears:



**Administrator** means an individual officer of an HSP defined in our eCredential Collection Statement.

**Agreement** means:

- (a) where you as the Client have an existing agreement with us for the supply of other Equifax services;
- (b) where a third-party facilitates the supply of our eCredential Services to you as customer, the agreement between you and us; and
- (c) otherwise, (i) our Terms of Supply, or (ii) the Master Services Agreement or other like contract between Equifax and you as customer for the provision of information services varying those Terms of Supply, each as incorporating this SOW.

**Client** means you as our customer under the Agreement, and as specified in the Fee Schedule.

**Clinician** is an individual doctor, nurse or other health practitioner in the health service industry as defined in our eCredential Collection Statement.

**Clinician Profile** is a feature within the eCredential platform, in which Clinician Profile Data may be uploaded or updated.

**Clinician Profile Data** means the data uploaded to an end-user, Clinician or Employee's profile including name, location, registration details, credentials, scope of clinical practice and professional qualifications.

**Data** means the data uploaded or provided by:

- (i) you;
- (ii) a Clinician;
- (iii) an HSP;
- (iv) an Administrator; or
- (v) an End-user.

into our eCredential Platform including Clinician Profile Data.

**Effective Date** means, unless otherwise agreed, the date specified as such in the Fee Schedule or otherwise the date that this SOW takes effect under the Agreement.

**Employees** means your current or former employee.

**End-user** means an individual who accesses or uploads Data to our eCredential platform independently, not on behalf of an HSP, such as a Clinician uploading Data to their own Clinician Profile.

**Equifax** means us as Equifax Australasia Workforce Solutions Pty Limited (ABN 86 080 799 720).

**GDPR** means the European Union General Data Protection Regulations.

**HSP** means an organisation, division, hospital, insurance provider, agent or other organisation in the health service industry as defined in our eCredential Collection Statement.

**Organisation Portal** means an HSP's Portal.

**Parent** means Equifax, Inc (NYSE: EFX), the ultimate parent company of Equifax headquartered in Atlanta, Georgia, and any other related body corporate of Equifax located in the United States of America operating under the same Group policies as Equifax, including under the *EFX Global Security Policies, Standards and External Security Standards*;

**Terms of Supply** means our terms of supply for information services accessible electronically at

[www.equifax.com.au/hr solutions/pdf/terms-of-supply.pdf](http://www.equifax.com.au/hr solutions/pdf/terms-of-supply.pdf).

**eCredential Services** means the services we supply to you under this SOW.



**SCHEDULE A**

**ECREDENTIAL SERVICES CONTRACT – TERM & FEE SCHEDULE**

**Details**

|               |                          |  |
|---------------|--------------------------|--|
| <b>Item 1</b> | Equifax                  | Equifax Australasia Workforce Solutions Pty Limited<br>ABN: 86 080 799 720               |
| <b>Item 2</b> | Equifax's email          |  |
| <b>Item 3</b> | Client, Customer         | Name:<br>ABN:  |
| <b>Item 4</b> | Client details           | as identified in the Client's <i>Account Set-up form</i> (or otherwise by the Agreement) |
| <b>Item 5</b> | Services                 | eCredential Services   |
| <b>Item 6</b> | Term from Effective Date | 3 years, unless expressed otherwise.   |
| <b>Item 7</b> | Effective Date           | The date the last party signs this agreement.  |
| <b>Item 8</b> | Fee Schedule             | Appendix A to this form  |

Equifax agrees to provide the eCredential Services for the Term, and the Client agrees to engage Equifax to perform those Services in accordance with the *Agreement* as defined by the *eCredential SOW* accessible at [www.equifax.com.au/hr solutions/pdf/ecredentialsow.pdf](http://www.equifax.com.au/hr solutions/pdf/ecredentialsow.pdf); any *Account Set-up form* as completed by the Customer; and the Fee Schedule attached to this document as Appendix A.

**Signed** on behalf of Equifax by a person authorised to sign on behalf of Equifax:

**Signed** on behalf of Customer by a person authorised to sign on behalf of Customer:

Signature:

Signature:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



### Appendix A: Fees

Subject to supplier or other variations permitted by the *eCredential SOW*, the pricing specified in this Fee Schedule will be maintained for the Term

| Module | Description   | Price                               |
|--------|---|-------------------------------------|
| 1      | eCredential<br><br>eCredential Clinician Credentialing Solution. <ul style="list-style-type: none"><li>• Volume of Practitioners (Eg. "Approximately 1,500 Health Practitioners")</li></ul> | [\$insert price per annum plus GST] |