

When you purchase or agree to use a service or a product there will be certain contractual obligations that come with it. Below is a list of considerations. It is recommended you consult with the relevant professionals to provide specific advice regarding your contracts.

Payment terms You should ensure you understand when payments must be made and whether they are triggered by dates or the delivery of milestones or products.

Service level agreements This formally defines what you, as the customer, will receive from the provider. In the agreement, particular aspects of the service such as scope, quality, responsiveness and responsibilities are agreed between the service provider and the service user.

Confidentiality The provider may be party to your sensitive business information. Ensure the contract says they will not use or disclose it to anyone, or, if they must (such as to perform the contract), limit that disclosure as much as possible.

Privacy Patient records require the strictest adherence to privacy laws. Your contract should oblige the provider to satisfy all privacy and health record legislation.

Maintenance Ensure that you are aware of the maintenance/service periods provided by the vendor, and any costs for doing so.

System availability Ensure that the agreement states what times of the day your system needs to be operational. Specify between which hours the vendor will undergo software maintenance so that there is limited disruption to your business. The contract should also guarantee the period of scheduled maintenance time does not exceed a particular limit.

Data governance Be aware of who has legal ownership of the practice data.

Transfer to other providers Ensure that you can transfer easily to another service provider if required.

Contract period Number of working or calendar days that the contract is valid, from the specified commencement date to the specified completion date.

Termination and transfer of service Be clear about how and under what circumstances the contract can be terminated, and what happens when the contract is ended.

Insurance Check to see whether the provider is obliged to have insurance and, if so, consider what level of coverage you need.

For more information around contracts with external providers, refer to the RACGP's *Information security in general practice* resource, section 4.4 at <https://www.racgp.org.au/running-a-practice/security/protecting-your-practice-information/information-security-in-general-practice>

It is recommended that you contact an IT professional for specific advice on hardware and software compliance.

Contracts with external providers in general practice checklist

Date of completion

Name of practice

When purchasing or agreeing to use a service or product we have considered the below recommendations when looking at the contractual obligations. Where needed, we have consulted with the relevant professionals to provide specific advice regarding our contracts.

Payment terms

Service level agreements

Confidentiality

Privacy

Maintenance

System availability

Data governance

Transfer to other providers

Contract period

Termination and transfer of service

Insurance

Notes

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