

Direction under s. 62(1) of the *Health Records and Information Privacy Act 2002* in relation to the Process and Technology Harmonisation (“PaTH”) Program

As Privacy Commissioner appointed under Part 4, Division 1 of the *Privacy and Personal Information Protection Act 1998* (“the *PIIP Act*”), I, Samantha Gavel, hereby direct, pursuant to s. 62(1) of the *Health Records and Information Privacy Act 2002* (“the *HRIP Act*”) that:

1. Overview

- 1.1. This Direction is made under s. 62 of the *HRIP Act*. It should be read in conjunction with the *HRIP Act*.

2. Interpretation

- 2.1. In this Direction, the following words have the respective meanings:

“**AESG 2.0**” means the Accenture Enterprise Services for Government (“AESG”) 2.0 ERP system, or any ERP system that replaces it.

“**Centre of Excellence**” means the Sponsor Agency or the Public Sector Agency that the Sponsor Agency has assigned to be responsible for the day-to-day systems administration of AESG 2.0 (including the Shared Services Hubs), the PaTH Records Management System and any other PaTH capabilities and/or systems established to facilitate the provision of Shared Services to User Agencies. It may be a Shared Services Hub Operator for all User Agencies in some circumstances and assist another Shared Services Hub Operator provide Shared Services to User Agencies.

“**Cluster Council**” means the group of representatives from all the Participating Agencies that provides oversight of and governance direction to the Sponsor Agency.

“**DCJ**” means the Department of Communities and Justice.

“**Eligible Data Breach**” has the same meaning that it does in s. 59D of the *PIIP Act* once it comes into force.

“**ERP**” means enterprise resource planning, which concerns the operational management and control of key enterprise functions such as: human resources, payroll, financial transactions, budgets, procurement, accounts payable, accounts receivable, and revenue and asset management functions.

“**Health Information**” has the same meaning as in s. 6 of the *HRIP Act*.

“**Health Privacy Principle**” or “**HPP**” means the Health Privacy Principles in Sch. 1 to the *HRIP Act*.

“**Linked Software Application**” means any software application that has been linked to AESG 2.0 at the request of one or more User Agencies for Shared Services Hub Operators to provide Shared Services to them or a Shared Services Hub Operator.

“PaTH Records Management System” or **“PaTH RMS”** means any centralised records management system under the management and control of the Sponsor Agency that stores and consolidates User Agencies’ data that is handled, in conjunction with the data stored in AESG 2.0, for the purposes of the User Agencies receiving Shared Services or transferred between User Agencies to give effect to a transfer of people or functions between the relevant User Agencies.

“Participating Agency” means either the Sponsor Agency, the Centre of Excellence, another Shared Services Hub Operator or a User Agency.

“Personal Information” has the same meaning as it does in s. 4 of the *PIIP Act*.

“Public Sector Agency” has the same meaning as it does in s. 4 of the *HRIP Act*.

“Shared Services” means non-core business activities and processes (such as human resource management, finance management and procurement, asset management and real estate, data standards and systems) of a User Agency that can be provided by a Shared Services Hub Operator to one or more User Agencies.

“Shared Services Hub” means a hub in AESG 2.0 that leverages AESG 2.0 data to facilitate the coordination and provision of Shared Services to more than one User Agency.

“Shared Services Hub Operator” means the Centre of Excellence or a Public Sector Agency that operates a Shared Services Hub that accesses and uses the data in AESG 2.0 to provide Shared Services to at least one other User Agency.

“Sponsor Agency” means DCJ or another Public Sector Agency that has been appointed by the Secretaries Board to be responsible for identifying the need for, making the business case for, delivering (including entering into head contracts with service providers) and being the owner of the PaTH Program, including any assets that are created (including AESG 2.0 and the PaTH RMS).

“Tax File Number Information” has the same meaning as it does in s. 6(1) of the *Privacy Act 1988* (Cth).

“User Agency” means a Public Sector Agency that uses AESG 2.0 and/or a Shared Services Hub.

2.2. In this Direction, unless the contrary intention appears:

2.2.1. Where a word or phrase is given a defined meaning, any other part of speech or other grammatical forms of the word have, unless the context otherwise requires, a corresponding meaning.

2.2.2. A reference to a word or expression in the singular form includes a reference to the word or expression in the plural form, and a reference to a word or expression in the plural form includes a reference to the word or expression in the singular form.

2.2.3. The words “information” and “data” are used interchangeably.

3. Application

- 3.1. Unless otherwise stated, this Direction applies to Participating Agencies and to certain other Public Sector Agencies to the extent set out in this Direction.
- 3.2. A corresponding direction under the *PPIP Act* applies in respect of any dealings with Personal Information for the purposes of the PaTH Program.

4. Background

- 4.1. The PaTH Program is a whole-of-government initiative for ERP and Shared Services to address the complexities and challenges of machinery of government changes and to promote more effective and efficient service delivery across NSW government agencies.
- 4.2. It is intended to progressively consolidate:
 - 4.2.1. ERP systems into a single ERP system that will be linked to the PaTH RMS and Linked Software Applications that are required for Shared Services to be provided; and
 - 4.2.2. Shared Services operations by simplifying and standardising processes, technology and other supporting systems so that those services can be co-ordinated and delivered from a Shared Services Hub.
- 4.3. The PaTH Program will be implemented across three horizons and, in the first horizon, will involve up to 40 agencies in the Stronger Communities, Planning and Environment, Regional NSW, Enterprise, Investment and Trade and Premier and Cabinet clusters.

Single ERP system

- 4.4. The single ERP system being developed and used by the PaTH Program is AESG 2.0. It is designed to be scalable so that additional agencies can be onboarded, as needed, in the first, second and third horizons. AESG 2.0 will be hosted on cloud platforms and have:
 - 4.4.1. a core/base functionality that will be delivered to all User Agencies, comprising of, among other things, several SAP applications (including SAP Enterprise Management, SAP Success Factors, SAP Analytics Cloud and SAP Fieldglass) and interfaces with various software (including Service Now, OKTA, ReadSoft, Expense8, Blackline, Aris, TM1 and Sailpoint);
 - 4.4.2. a supplementary functionality that will only be delivered to specified User Agencies that require the functionality of a particular application;
 - 4.4.3. a silo for each User Agency's data to be stored in AESG 2.0; and
 - 4.4.4. master files for at least all Participating Agency's vendors and employees.
- 4.5. Access to the data stored in AESG 2.0 will be governed by strict access rights connected to a user's role, incorporating the segregation of duties internal control, so that:
 - 4.5.1. every user's access to and use of AESG 2.0 can be tracked and audited; and
 - 4.5.2. no user is given access to more data than is needed to perform their role.
- 4.6. AESG 2.0 data will also be encrypted at rest (when the data is stored in a digital format) and in transit (when the data moves between the Sponsor Agency, Shared Services Hub Operators and User Agencies in the AESG 2.0 environment).

PaTH Records Management System

- 4.7. The PaTH Records Management System will replace some of the individual User Agencies' records management systems for data not stored in AESG 2.0 that:
- 4.7.1. is provided by User Agencies to a Shared Services Hub Operator in order to receive Shared Services;
 - 4.7.2. is updated by a Shared Services Hub Operator to provide Shared Services to User Agencies; and/or
 - 4.7.3. is transferred from one User Agency to another to the extent necessary to give effect to a transfer of people or functions between those User Agencies arising from individual choice or a machinery of government change.
- 4.8. Access to the data stored in the PaTH RMS will be governed by strict access rights such that:
- 4.8.1. every user's access to and use of the PaTH RMS can be tracked and audited; and
 - 4.8.2. each user will be asked to agree not to access the PaTH RMS for a purpose not related to their role before access is provided.

Linked Software Applications

- 4.9. A Linked Software Application will be linked to AESG 2.0 in the following circumstances:
- 4.9.1. a User Agency or a Shared Services Hub Operator makes a request supported by a business justification for the linkage to occur;
 - 4.9.2. an agreement is entered into between the User Agency or the Shared Services Hub Operator (as the case requires) and the Sponsor Agency that governs the linkage of that software application and how it will be used to provide Shared Services; and
 - 4.9.3. the information security protections in place to protect the data stored in AESG 2.0 will still be reasonable in the circumstances following the linkage of the software application.

Shared services operating model

- 4.10. The Shared Services operating model will comprise:
- 4.10.1. one or more Shared Services Hubs in AESG 2.0 to co-ordinate and provide Shared Services to User Agencies on an opt-in basis;
 - 4.10.2. the Cluster Council, which will provide a centralised governance layer, including corporate services governance;
 - 4.10.3. the Centre of Excellence, which will provide, among other things, a centralised data management service and a centralised ERP support team.
- 4.11. To provide Shared Services, the Shared Services Hub Operators (other than the Centre of Excellence) will provide User Agencies with a catalogue of the Shared Services that they can provide. Following an agreement being reached between a Shared Services Hub

Operator and a User Agency as to the Shared Services to be provided, the agreement will be formalised in a service level agreement that will specify, among other things:

- 4.11.1. the Shared Services to be provided;
 - 4.11.2. the categories of information in AESG 2.0 and in the PaTH RMS to be shared and the purposes for which the information in the User Agency's silo in AESG 2.0 and the PaTH RMS that may be accessed and used;
 - 4.11.3. any Linked Software Applications that will be used by either the User Agency or the Shared Services Hub Operator to provide the agreed Shared Services;
 - 4.11.4. each party's privacy responsibilities arising from the handling of Personal Information and Health Information in relation to the provision and receipt of the agreed Shared Services, including the agency responsible for conducting any internal reviews under s. 53 of the *PIIP Act* and s. 21 of the *HRIP Act*; and
 - 4.11.5. the circumstances in which another Shared Services Hub Operator (including the Centre of Excellence) will assist or replace the Shared Services Hub Operator in providing the agreed Shared Services.
- 4.12. The Centre of Excellence will provide Shared Services to User Agencies in accordance with any agreements it has with other Shared Services Hub Operators or any agreements the Sponsor Agency has with the User Agencies.

5. Handling of Health Information

- 5.1. From the nature of ERP and Shared Services, the PaTH Program will involve the handling of some Health Information by the Participating Agencies, including the Health Information of employees (such as information about any disability they have that requires adjustments to be made and documents supporting them taking medical leave or receiving workers' compensation).
- 5.2. The Health Information flows that will generally occur in implementing and operating the PaTH Program are set out below and categorised based on the role a Participating Agency has in the context of the PaTH Program when dealing with any Health Information.
- 5.3. A Participating Agency may have more than one role in the PaTH Program and, therefore, the Health Information flows will be considered in light of the role being performed by the Participating Agency at each point that it handles Health Information.

Implementation stage

- 5.4. The implementation stage of the PaTH Program involves:
 - 5.4.1. the migration of the User Agencies' data from their legacy ERP systems into AESG 2.0;
 - 5.4.2. the migration of the User Agencies' relevant data from their existing records management system into the PaTH RMS;
 - 5.4.3. the testing of AESG 2.0's and the PaTH RMS functionality to ensure that it is fit for purpose from a systems and user perspective; and

- 5.4.4. creating Linked Software Applications and testing the linkage is fit for purpose from a systems and user perspective.
- 5.5. The data flows at the implementation stage for User Agencies can be summarised as follows:
 - 5.5.1. the User Agencies (with or without the assistance of the Sponsor Agency's contractors and employees) use the data in their legacy ERP systems to create data templates to migrate the relevant data from their legacy ERP systems into AESG 2.0;¹
 - 5.5.2. the User Agencies provide the relevant data in their legacy ERP systems to the Sponsor Agency for inclusion in AESG 2.0; and
 - 5.5.3. the User Agencies provide the relevant data in their records management systems to the Sponsor Agency for inclusion in the PaTH RMS.
- 5.6. The data flows at the implementation stage for Sponsor Agencies can be summarised as follows:
 - 5.6.1. the Sponsor Agency collects the legacy ERP systems data from the User Agencies and stores it in AESG 2.0;
 - 5.6.2. the Sponsor Agency collects the relevant records management systems data from the User Agency and stores in the PaTH RMS;
 - 5.6.3. the Sponsor Agency (including its contractors) tests the data that has been migrated over and is stored in AESG 2.0 to ensure its accuracy and useability for the User Agencies and the Shared Services Hub Operators; and
 - 5.6.4. the Sponsor Agency (including its contractors) tests the data that has been migrated over and is stored in the PaTH RMS to ensure its accuracy and useability for the User Agencies and the Shared Services Hub Operators.
- 5.7. The Centre of Excellence and Shared Services Hub Operators may handle (that is, collect, hold, access, use or disclose) information at the implementation stage of the PaTH Program (for example, while testing AESG 2.0 or the PaTH RMS and ensuring the migrated data is fit for purpose).
- 5.8. The testing of any Linked Software Application will use dummy data and not any real data of a User Agency.

Operational stage

- 5.9. The operational stage of the PaTH Program would not generally involve any additional information being handled or business processes being undertaken by the User Agencies that would not have been handled or undertaken if their legacy ERP systems or the relevant parts of their records management systems were not retired. However, it will involve increased data flows and handling as information predominantly handled within a User Agency² will now be shared with the Sponsor Agency, the Centre of Excellence and the other Shared Services Hub Operators.

¹ The non-relevant data will be archived.

² Some of the User Agencies participating in the PaTH Program will be part of existing Shared Services arrangements and already have

- 5.10. A privacy consequence arising from the sharing of this information via AESG 2.0 is that more than one Participating Agency may be “holding” any Health Information stored in AESG 2.0 (including the Health Information stored in a User Agency’s silo) for the purposes of the *HRIP Act* as:
- 5.10.1. the Sponsor Agency will have possession of all the data stored in AESG 2.0;
 - 5.10.2. the User Agencies will have a right to control their data stored in AESG 2.0;
 - 5.10.3. the Centre of Excellence will have a right to access the data stored in AESG 2.0 for the purposes of administering or maintaining AESG 2.0; and
 - 5.10.4. the Shared Services Hub Operators will have a right to access the data stored in AESG 2.0, to the extent that access has been granted to provide Shared Services to a User Agency.
- 5.11. The aforementioned privacy consequence also arises from the sharing of Health Information via the PaTH RMS.
- 5.12. The data flows at the operational stage for User Agencies can be summarised as follows:
- 5.12.1. the User Agencies will enter new or updating ERP related data that they collected into AESG 2.0 so that the data stored in AESG 2.0 will be the source of truth for ERP related data (in the same way they would have entered that data into their legacy ERP system);
 - 5.12.2. the User Agencies will enter new or updating data relating to the data stored in the PaTH RMS so that the data stored in the PaTH RMS will be the source of truth for that data (in the same way they would have entered the data into their records management system);
 - 5.12.3. the User Agencies will access and use their ERP related data stored in AESG 2.0 and their data stored in the PaTH RMS for their own purposes (in the same way they would have accessed the information in their legacy ERP system and records management system);
 - 5.12.4. the User Agencies will provide access to some or all their data stored in AESG 2.0 and the PaTH RMS to the Shared Services Hub Operators so that they can receive Shared Services;
 - 5.12.5. in certain circumstances where people or functions transfer from one User Agency to another by individual choice or a machinery of government change, a User Agency’s data stored in AESG 2.0 or the PaTH RMS will be transferred to another User Agency to the extent necessary to give effect to the transfer; and
 - 5.12.6. the User Agencies will collect information from the Sponsor Agency, the Centre of Excellence and/or their Shared Services Hub Operator by storing information in AESG 2.0 (particularly, in connection with information stored in master files that will be accessible to all User Agencies) or the PaTH RMS and receiving Shared Services (particularly, as the provision of Shared Services may involve information to be updated).

some of their data moving between them and their Shared Services provider.

- 5.13. The data flows at the operational stage for the Sponsor Agency can be summarised as follows:
- 5.13.1. the Sponsor Agency will collect all the additional and updating information entered into AESG 2.0 or the PaTH RMS by the User Agencies and/or the Shared Services Hub Operators;
 - 5.13.2. the Sponsor Agency will provide access to the information stored in the master files of AESG 2.0 to the User Agencies and/or the Shared Services Hub Operators; and
 - 5.13.3. the Sponsor Agency will provide access to the information stored in the PaTH RMS to the relevant User Agencies and the Shared Services Hub Operator.
- 5.14. The data flows at the operational stage for the Shared Services Hub Operators can be summarised as follows:
- 5.14.1. the Shared Services Hub Operators will have access to some or all of a User Agency's data stored in AESG 2.0, the master files stored in AESG 2.0, and the PaTH RMS for the purposes of providing that agency with Shared Services on the basis that it will only access and employ the User Agency's data to do so (either directly in AESG 2.0 or via a Linked Software Application);
 - 5.14.2. a Shared Services Hub Operator will provide another Shared Services Hub Operator with access to information so that the Shared Services can be provided by the other Shared Services Hub Operator;
 - 5.14.3. a Shared Services Hub Operator will access and use the data stored in AESG 2.0 and the PaTH RMS to provide Shared Services to a User Agency; and
 - 5.14.4. a Shared Services Hub Operator might create new data in providing Shared Services to a User Agency and update that User Agency's data silo in AESG 2.0 or the PaTH RMS.
- 5.15. The Cluster Council is not intended to handle any Health Information other than as an incidence of exercising its oversight and governance functions.

6. Objectives of this Direction

- 6.1. This Direction has been made to permit the sharing of Health Information between the Sponsor Agency, the User Agencies and the Shared Services Hub Operators to enable:
- 6.1.1. the Sponsor Agency to make available to the User Agencies a single ERP system (being AESG 2.0) with one or more Shared Services Hubs and the PaTH RMS;
 - 6.1.2. the Centre of Excellence to administer AESG 2.0 (including the Shared Services Hubs), the PaTH RMS and any other PaTH capabilities and/or systems established to facilitate the provision of Shared Services to User Agencies;
 - 6.1.3. the Shared Services Hub Operators to provide Shared Services via the Shared Services Hubs within AESG 2.0 and the Linked Software Applications and access and use the data stored in the PaTH RMS; and

- 6.1.4. the User Agencies to use AESG 2.0 and the PaTH RMS, and receive Shared Services.
- 6.2. Compliance with the HPPs would be incompatible with the harmonisation and consolidation objectives of the PaTH Program, which require the sharing of information (including Personal, Health and Tax File Number Information) between the Sponsor Agency, the Shared Services Hub Operators and the User Agencies so that a single ERP system and a centralised records management system can be established and Shared Services can be provided.
- 6.3. The public interest in making this Direction to exempt or modify compliance with the HPPs in connection with the implementation and operation of the PaTH Program to permit the aforementioned information sharing includes that the PaTH Program will:
- 6.3.1. reduce the significant cost and effort connected with any future machinery of government changes that require staff from one NSW government agency and the data those staff handle to be moved to another agency;
 - 6.3.2. reduce costs and improve efficiency and productivity across government through increased scale and the adoption of standardised, best practices approaches in ERP management and Shared Services delivery;
 - 6.3.3. provide User Agencies with better access to new and emerging technologies (including information security tools) in connection with ERP management and Shared Services delivery on a more cost-effective basis;
 - 6.3.4. improve data quality in ERP related data that is used in Shared Services delivery by eliminating the possibility of conflicting information; and
 - 6.3.5. improve workforce mobility as it will enable new employees to be onboarded faster.

7. Exemption or modification to Health Privacy Principles

- 7.1. This Direction exempts or modifies the HPPs as they apply to the Sponsor Agency to the extent described in the table below.

HPP	Exemption or modification sought to the HPPs
Schedule 1, Clause 1 (HPP 1) Purposes of collection of Health Information	No exemption from or modification to the HPP.
Schedule 1, Clause 2 (HPP 2) Information must be relevant, not excessive, accurate and not intrusive	No exemption from or modification to the HPP.
Schedule 1, Clause 3 (HPP 3)	The Sponsor Agency need not comply with HPP 3, where the Sponsor Agency collects Health Information from:

HPP	Exemption or modification sought to the HPPs
Collection to be from individual concerned	<ul style="list-style-type: none"> • a User Agency for the purposes of including that information in its data silo in AESG 2.0, a master file in AESG 2.0 or the PaTH RMS; • a Shared Services Hub Operator for inclusion in a master file in AESG 2.0 or the PaTH RMS or in connection with the Shared Services Hub Operator providing Shared Services to a User Agency (including the Shared Services Hub Operator itself), whether or not it is on behalf of another Shared Services Hub Operator; or • the Centre of Excellence in the course of its administration and maintenance of AESG 2.0, the PaTH RMS and any other PaTH capabilities and/or systems.
<p>Schedule 1, Clause 4 (HPP 4)</p> <p>Individual to be made aware of certain matters</p>	<p>The Sponsor Agency need not comply with HPP 4(2), where the Sponsor Agency collects Health Information from a User Agency, the Centre of Excellence or a Shared Services Hub Operator in its capacity as the Sponsor Agency.</p> <p>No exemption from or modification to the HPP 4(1).</p>
<p>Schedule 1, Clause 5 (HPP 5)</p> <p>Retention and security</p>	<p>The Sponsor Agency need not comply with HPP 5(1)(a), where the Sponsor Agency holds Health Information:</p> <ul style="list-style-type: none"> • in AESG 2.0 in a User Agency's data silo and the User Agency has not requested the Sponsor Agency to remove or archive that Health Information from AESG 2.0; or • in the PaTH RMS belonging to a User Agency and the User Agency has not requested the Sponsor Agency or the Centre of Excellence to remove or archive that Health Information from the PaTH RMS. <p>No exemption from or modification to HPP 5(1)(b), (c) or (d).</p>
<p>Schedule 1, Clause 6 (HPP 6)</p> <p>Information about Health Information held by organisations</p>	<p>The Sponsor Agency need not comply with HPP 6, where the Health Information that it holds was collected by the Sponsor Agency from a User Agency or a Shared Services Hub Operator that is a different Public Sector Agency to</p>

HPP	Exemption or modification sought to the HPPs
	the Sponsor Agency in its capacity as the Sponsor Agency.
<p>Schedule 1, Clause 7 (HPP 7)</p> <p>Access to Health Information</p>	<p>The Sponsor Agency need not comply with HPP 7, where:</p> <ul style="list-style-type: none"> • the Health Information that it holds was collected by the Sponsor Agency from a User Agency, the Centre of Excellence or a Shared Services Hub Operator that is a different Public Sector Agency to the Sponsor Agency in its capacity as the Sponsor Agency; and • it refers the request for access to the relevant User Agency to deal with.
<p>Schedule 1, Clause 8 (HPP 8)</p> <p>Amendment of Health Information</p>	<p>The Sponsor Agency need not comply with HPP 8, where:</p> <ul style="list-style-type: none"> • the Health Information that it holds was collected by the Sponsor Agency from a User Agency, the Centre of Excellence or a Shared Services Hub Operator that is a different Public Sector Agency to the Sponsor Agency in its capacity as the Sponsor Agency; and • it refers the request for amendment to the relevant User Agency to deal with.
<p>Schedule 1, Clause 9 (HPP 9)</p> <p>Accuracy</p>	<p>The Sponsor Agency need not comply with HPP 9, where the Sponsor Agency's proposed use of the Health Information is in connection with hosting, testing, reporting on or assessing AESG 2.0, the Linked Software Applications, the PaTH RMS and any other PaTH capabilities and/or systems.</p>
<p>Schedule 1, Clause 10 (HPP 10)</p> <p>Limits on use of Health Information</p>	<p>The Sponsor Agency need not comply with HPP 10, where its use of Health Information is in connection with hosting, testing, reporting on or assessing AESG 2.0, the Linked Software Applications, the PaTH RMS and any other PaTH capabilities and/or systems.</p>
<p>Schedule 1, Clause 11 (HPP 11)</p> <p>Limits on disclosure of Health Information</p>	<p>The Sponsor Agency need not comply with HPP 11(1), where the Health Information is disclosed to:</p> <ul style="list-style-type: none"> • a User Agency or a Shared Services Hub Operator to facilitate the data accuracy and integrity, maintenance and reporting of any master file

HPP	Exemption or modification sought to the HPPs
	<p>stored in AESG 2.0 or information stored in the PaTH RMS;</p> <ul style="list-style-type: none"> • a Shared Services Hub Operator so that the Shared Services Hub Operator can provide Shared Services to a User Agency (including the Shared Services Hub Operator itself), whether or not it is on behalf of another Shared Services Hub Operator; • the Centre of Excellence so that it can administer and maintain AESG 2.0, the PaTH RMS and any other PaTH capabilities and/or systems; or • the Cluster Council for the purposes of it exercising its governance or oversight functions.
Schedule 1, Clause 12 (HPP 12) Identifiers	No exemption from or modification to the HPP.
Schedule 1, Clause 13 (HPP 13) Anonymity	No exemption from or modification to the HPP.
Schedule 1, Clause 14 (HPP 14) Transborder data flows and data flow to Commonwealth agencies	No exemption from or modification to the HPP.
Schedule 1, Clause 15 (HPP 15) Linkage of health records	No exemption from or modification to the HPP.
Schedule 1, Clause 16 (HPP 16) Use and disclosure of Health Information in emergencies	No exemption from or modification to the HPP.

7.2. This Direction exempts or modifies the HPPs as they apply to a Shared Services Hub Operator to the extent described in the table below.

HPP	Exemption or modification sought to the HPPs
Schedule 1, Clause 1 (HPP 1) Purposes of collection of Health Information	No exemption from or modification to the HPP.

HPP	Exemption or modification sought to the HPPs
<p>Schedule 1, Clause 2 (HPP 2)</p> <p>Information must be relevant, not excessive, accurate and not intrusive</p>	<p>No exemption from or modification to the HPP.</p>
<p>Schedule 1, Clause 3 (HPP 3)</p> <p>Collection to be from individual concerned</p>	<p>A Shared Services Hub Operator need not comply with HPP 3, where the collection of the Health Information is from:</p> <ul style="list-style-type: none"> • the Sponsor Agency for the purposes of testing whether the AESG 2.0 or the PaTH RMS is fit for its purposes or verifying the integrity of the information that will be hosted on AESG 2.0 or the PaTH RMS; • a User Agency for the purposes of providing Shared Services to that Agency; • a master file stored in AESG 2.0 of the Sponsor Agency or the PaTH RMS for the purposes of providing Shared Services to a User Agency (including the Shared Services Hub Operator itself), whether or not it is on behalf of another Shared Services Hub Operator; • the Centre of Excellence in connection with the Centre of Excellence administering or maintaining AESG 2.0, the PaTH RMS and any other PaTH capabilities and/or systems; • another Shared Services Hub Operator for the purposes of the Shared Services Hub Operator providing Shared Services to a User Agency; or • an external service provider engaged by the Shared Services Hub Operator for the purposes of providing Shared Services to a User Agency.
<p>Schedule 1, Clause 4 (HPP 4)</p> <p>Individual to be made aware of certain matters</p>	<p>No exemption from or modification to HPP 4(1).</p> <p>A Shared Services Hub Operator need not comply with HPP 4(2), where the Shared Services Hub Operator collects Health Information from a User Agency, the Centre of Excellence or the Sponsor Agency in its capacity as a Shared Services Hub Operator.</p>

HPP	Exemption or modification sought to the HPPs
<p>Schedule 1, Clause 5 (HPP 5)</p> <p>Retention and security</p>	<p>A Shared Services Hub Operator need not comply with HPP 5(1)(a), in circumstances where it holds any Health Information in AESG 2.0 or the PaTH RMS in connection with providing Shared Services to a User Agency and the Shared Services Hub Operator has requested the Sponsor Agency or the Centre of Excellence to remove its access to that Health Information once it no longer requires access to the information to provide Shared Services to that User Agency.</p> <p>No exemption from or modification to HPP 5(1)(b) and (c) is made.</p> <p>A Shared Services Hub Operator need not comply with HPP 5(1)(d) if the contract service provider being provided access to the Health Information the Shared Services Hub Operator holds in AESG 2.0 or the PaTH RMS has been engaged by the Sponsor Agency under a head contract that requires:</p> <ul style="list-style-type: none"> • the contract service provider to comply with the HPPs as if the HPPs applied to them or principles for fair handling of Health Information that are substantially similar to the HPPs; and • the contract service provider to undergo privacy training.
<p>Schedule 1, Clause 6 (HPP 6)</p> <p>Information about Health Information held by organisations</p>	<p>A Shared Services Hub Operator need not comply with HPP 6, where the Health Information that it holds in AESG 2.0 or the PaTH RMS is in connection with providing Shared Services to a User Agency in its capacity as a Shared Services Hub Operator.</p>
<p>Schedule 1, Clause 7 (HPP 7)</p> <p>Access to Health Information</p>	<p>A Shared Services Hub Operator need not comply with HPP 7, where:</p> <ul style="list-style-type: none"> • it holds Health Information in AESG 2.0 or the PaTH RMS in connection with providing Shared

HPP	Exemption or modification sought to the HPPs
	<p>Services to a User Agency in its capacity as a Shared Services Hub Operator; and</p> <ul style="list-style-type: none"> • it refers the request for access to the User Agency to deal with.
<p>Schedule 1, Clause 8 (HPP 8) Amendment of Health Information</p>	<p>A Shared Services Hub Operator need not comply with HPP 8, where:</p> <ul style="list-style-type: none"> • it holds Health Information in AESG 2.0 or the PaTH RMS in connection with providing Shared Services to a User Agency in its capacity as a Shared Services Hub Operator; and • it refers the request for amendment to the User Agency to deal with.
<p>Schedule 1, Clause 9 (HPP 9) Accuracy</p>	<p>A Shared Services Hub Operator need not comply with HPP 9, where:</p> <ul style="list-style-type: none"> • the Health Information is stored in a User Agency's data silo or the PaTH RMS and is to be used in connection with the provision of Shared Services to that agency; and • the User Agency has warranted to take reasonable steps to ensure that the Health Information that it has migrated or since added to AESG 2.0 or the PaTH RMS is accurate and up to date.
<p>Schedule 1, Clause 10 (HPP 10) Limits on use of Health Information</p>	<p>No exemption from or modification to the HPP.</p>
<p>Schedule 1, Clause 11 (HPP 11) Limits on disclosure of Health Information</p>	<p>A Shared Services Hub Operator need not comply with HPP 11 where Health Information is disclosed to:</p> <ul style="list-style-type: none"> • the Sponsor Agency for the purposes of that information being stored in AESG 2.0 or the PaTH RMS; • the User Agency for the purposes of providing Shared Services to that User Agency; • the Centre of Excellence for the purposes of the Centre of Excellence administering or maintaining AESG 2.0, the PaTH RMS and any other PaTH capabilities and/or systems;

HPP	Exemption or modification sought to the HPPs
	<ul style="list-style-type: none"> • another Shared Services Hub Operator for the purposes of that Shared Services Hub Operator providing Shared Services to a User Agency; • an external service provider engaged by a Shared Services Hub Operator for the purposes of providing Shared Services to a User Agency; or • the Cluster Council for the purposes of it exercising its governance or oversight functions.
Schedule 1, Clause 12 (HPP 12) Identifiers	No exemption from or modification to the HPP.
Schedule 1, Clause 13 (HPP 13) Anonymity	No exemption from or modification to the HPP.
Schedule 1, Clause 14 (HPP 14) Transborder data flows and data flow to Commonwealth agencies	No exemption from or modification to the HPP.
Schedule 1, Clause 15 (HPP 15) Linkage of health records	No exemption from or modification to the HPP.
Schedule 1, Clause 16 (HPP 16) Use and disclosure of Health Information in emergencies	No exemption from or modification to the HPP.

7.3. This Direction exempts or modifies the HPPs as they apply to a User Agency to the extent described in the table below.

HPP	Exemption or modification sought to the HPPs
Schedule 1, Clause 1 (HPP 1) Purposes of collection of Health Information	<p>A User Agency need not comply with HPP 1, where Health Information is transferred to the User Agency in AESG 2.0 or the PaTH RMS from another User Agency and contains more Health Information (for example, is more granular) than is reasonably necessary for a purpose that is directly related to a function or activity of the User Agency provided that the User Agency either:</p> <ul style="list-style-type: none"> • requests the Sponsor Agency or the Centre of Excellence to remove its access rights to that extraneous Health Information in AESG 2.0 or the PaTH RMS and it is reasonably

HPP	Exemption or modification sought to the HPPs
	<p>practicable for the Sponsor Agency or the Centre of Excellence to do so; or</p> <ul style="list-style-type: none"> • warrants that it will not use that extraneous Health Information without providing the individual to whom the information relates with a reasonable opportunity to object to that use.
<p>Schedule 1, Clause 2 (HPP 2)</p> <p>Information must be relevant, not excessive, accurate and not intrusive</p>	<p>No exemption from or modification to the HPP.</p>
<p>Schedule 1, Clause 3 (HPP 3)</p> <p>Collection to be from individual concerned</p>	<p>A User Agency need not comply with HPP 3, where the Health Information is collected from:</p> <ul style="list-style-type: none"> • the Centre of Excellence in connection with the Centre of Excellence administering or maintaining AESG 2.0, the PaTH RMS and any other PaTH capabilities and/or systems; • a Shared Services Hub Operator in AESG 2.0 or the PaTH RMS in receiving Shared Services; • a master file stored in AESG 2.0 of the Sponsor Agency for the User Agency to enter data into AESG 2.0 or use AESG 2.0 (including to provide itself with Shared Services); or • another User Agency in the course of transferring information in AESG 2.0 or the PaTH RMS for the purposes of giving effect to the transfer of a person or function between the Agencies.
<p>Schedule 1, Clause 4 (HPP 4)</p> <p>Individual to be made aware of certain matters</p>	<p>No exemption from or modification to HPP 4(1).</p> <p>The User Agency need not comply with HPP 4(2), where the User Agency collects Health Information from a Sponsor Agency, the Centre of Excellence or a Shared Services Hub Operator in connection with AESG 2.0, the PaTH RMS or a Linked Software Application.</p>
<p>Schedule 1, Clause 5 (HPP 5)</p> <p>Retention and security</p>	<p>A User Agency need not comply with HPP 5(1)(a), where the Health Information that the User Agency holds is in a master file in AESG 2.0</p>

HPP	Exemption or modification sought to the HPPs
	<p>or the PaTH RMS and the agency can no longer use that Health Information for its purposes.</p> <p>No exemption from or modification to HPP 5(1)(b) or (c) is made.</p> <p>A User Agency need not comply with HPP 5(1)(d) if the contract service provider being provided access to the User Agency's Health Information held in AESG 2.0 or the PaTH RMS has been engaged by the Sponsor Agency under a head contract that requires:</p> <ul style="list-style-type: none"> • the contract service provider to comply with the HPPs as if the HPPs applied to them or principles for fair handling of Health Information that are substantially similar to the HPPs; and • the contract service provider to undergo privacy training.
<p>Schedule 1, Clause 6 (HPP 6)</p> <p>Information about Health Information held by organisations</p>	<p>No exemption from or modification to the HPP.</p>
<p>Schedule 1, Clause 7 (HPP 7)</p> <p>Access to Health Information</p>	<p>No exemption from or modification to the HPP.</p>
<p>Schedule 1, Clause 8 (HPP 8)</p> <p>Amendment of Health Information</p>	<p>No exemption from or modification to the HPP.</p>
<p>Schedule 1, Clause 9 (HPP 9)</p> <p>Accuracy</p>	<p>No exemption from or modification to the HPP.</p>
<p>Schedule 1, Clause 10 (HPP 10)</p> <p>Limits on use of Health Information</p>	<p>No exemption from or modification to the HPP.</p>

HPP	Exemption or modification sought to the HPPs
<p>Schedule 1, Clause 11 (HPP 11)</p> <p>Limits on disclosure of Health Information</p>	<p>A User Agency need not comply with HPP 11 where Health Information is disclosed to:</p> <ul style="list-style-type: none"> • the Sponsor Agency for the purposes of that information being included in AESG 2.0 or the PaTH RMS; • a Shared Services Hub Operator via AESG 2.0 for the purposes of being provided with Shared Services from the Shared Services Hub Operator; • the Centre of Excellence for the purposes of the Centre of Excellence administering or maintaining AESG 2.0, the PaTH RMS and any other PaTH capabilities and/or systems; or • the Cluster Council for the purposes of it exercising its governance or oversight functions..
<p>Schedule 1, Clause 12 (HPP 12)</p> <p>Identifiers</p>	<p>No exemption from or modification to the HPP.</p>
<p>Schedule 1, Clause 13 (HPP 13)</p> <p>Anonymity</p>	<p>No exemption from or modification to the HPP.</p>
<p>Schedule 1, Clause 14 (HPP 14)</p> <p>Transborder data flows and data flow to Commonwealth agencies</p>	<p>No exemption from or modification to the HPP.</p>
<p>Schedule 1, Clause 15 (HPP 15)</p> <p>Linkage of health records</p>	<p>No exemption from or modification to the HPP.</p>
<p>Schedule 1, Clause 16 (HPP 16)</p> <p>Use and disclosure of Health Information in emergencies</p>	<p>No exemption from or modification to the HPP.</p>

7.4. This Direction exempts or modifies the HPPs as they apply to the Centre of Excellence (when it is not a Shared Services Hub Operator) to the extent described in the table below.

HPP	Exemption or modification sought to the HPPs
<p>Schedule 1, Clause 1 (HPP 1)</p> <p>Purposes of collection of Health Information</p>	<p>No exemption from or modification to the HPP.</p>
<p>Schedule 1, Clause 2 (HPP 2)</p> <p>Information must be relevant, not excessive, accurate and not intrusive</p>	<p>No exemption from or modification to the HPP.</p>
<p>Schedule 1, Clause 3 (HPP 3)</p> <p>Collection to be from individual concerned</p>	<p>The Centre of Excellence need not comply with HPP 3, where the Health Information is collected from the Sponsor Agency, a Shared Services Hub Operator or a User Agency for the purposes of the Centre of Excellence administering or maintaining AESG 2.0, the PaTH RMS and any other PaTH capabilities and/or systems.</p>
<p>Schedule 1, Clause 4 (HPP 4)</p> <p>Individual to be made aware of certain matters</p>	<p>No exemption from or modification to HPP 4(1).</p> <p>The Centre of Excellence need not comply with HPP 4(2), where the Centre of Excellence collects Health Information from a User Agency, a Shared Services Hub Operator or the Sponsor Agency in its capacity as the Centre of Excellence.</p>
<p>Schedule 1, Clause 5 (HPP 5)</p> <p>Retention and security</p>	<p>The Centre of Excellence need not comply with HPP 5(1)(a), where the Health Information that the Centre of Excellence holds in AESG 2.0 and the PaTH RMS is in connection with it administering or maintaining AESG 2.0, the PaTH RMS and any other PaTH capabilities and/or systems and it can no longer use that Health Information for its purposes but another Participating Agency can.</p> <p>No exemption from or modification to HPP 5(1)(b) or (c) is made.</p> <p>The Centre of Excellence need not comply with HPP 5(1)(d) if the contract service provider being provided access to the Health Information the Centre of Excellence holds in AESG 2.0 or the PaTH RMS has been</p>

HPP	Exemption or modification sought to the HPPs
	<p>engaged by the Sponsor Agency under a head contract that requires:</p> <ul style="list-style-type: none"> • the contract service provider to comply with the HPPs as if the HPPs applied to them or principles for fair handling of Health Information that are substantially similar to the HPPs; and • the contract service provider to undergo privacy training.
<p>Schedule 1, Clause 6 (HPP 6) Information about Health Information held by organisations</p>	<p>The Centre of Excellence need not comply with HPP 6, where the Health Information that it holds in AESG 2.0 or the PaTH RMS is in connection with it administering or maintaining AESG 2.0, the PaTH RMS and any other PaTH capabilities and/or systems.</p>
<p>Schedule 1, Clause 7 (HPP 7) Access to Health Information</p>	<p>The Centre of Excellence need not comply with HPP 7, where:</p> <ul style="list-style-type: none"> • it holds Health Information in AESG 2.0 or the PaTH RMS in connection with it administering or maintaining AESG 2.0, the PaTH RMS and any other PaTH capabilities and/or systems; and • it refers the request for access to the User Agency who is responsible for the Health Information or the Sponsor Agency (if the information is contained in a master file in AESG 2.0) to deal with.
<p>Schedule 1, Clause 8 (HPP 8) Amendment of Health Information</p>	<p>The Centre of Excellence need not comply with HPP 8, where:</p> <ul style="list-style-type: none"> • it holds Health Information in AESG 2.0 or the PaTH RMS in connection with it administering or maintaining AESG 2.0, the PaTH RMS and any other PaTH capabilities and/or systems; and • it refers the request for amendment to the User Agency who is responsible for the Health Information or the Sponsor Agency (if the information is contained in a master file in AESG 2.0) to deal with.
<p>Schedule 1, Clause 9 (HPP 9) Accuracy</p>	<p>The Centre of Excellence need not comply with HPP 9, where the Centre of Excellence's proposed use of Health Information is in connection with it administering or</p>

HPP	Exemption or modification sought to the HPPs
	maintaining AESG 2.0, the PaTH RMS and any other PaTH capabilities and/or systems.
Schedule 1, Clause 10 (HPP 10) Limits on use of Health Information	No exemption from or modification to the HPP.
Schedule 1, Clause 11 (HPP 11) Limits on disclosure of Health Information	The Centre of Excellence need not comply with HPP 11 where it discloses Health Information in connection with it administering or maintaining AESG 2.0, the PaTH RMS and any other PaTH capabilities and/or systems to: <ul style="list-style-type: none"> • the Cluster Council for the purposes of it exercising its governance or oversight functions; • the Sponsor Agency for the purposes of that information being included in AESG 2.0 or the PaTH RMS; • a Shared Services Hub Operator for the purposes of that Shared Services Hub Operator providing Shared Services; or • a User Agency.
Schedule 1, Clause 12 (HPP 12) Identifiers	No exemption from or modification to the HPP.
Schedule 1, Clause 13 (HPP 13) Anonymity	No exemption from or modification to the HPP.
Schedule 1, Clause 14 (HPP 14) Transborder data flows and data flow to Commonwealth agencies	No exemption from or modification to the HPP.
Schedule 1, Clause 15 (HPP 15) Linkage of health records	No exemption from or modification to the HPP.
Schedule 1, Clause 16 (HPP 16) Use and disclosure of Health Information in emergencies	No exemption from or modification to the HPP.

7.5. This Direction exempts or modifies the HPPs as they apply to the Cluster Council to the extent described in the table below.

HPP	Exemption or modification sought to the HPPs
<p>Schedule 1, Clause 1 (HPP 1)</p> <p>Purposes of collection of Health Information</p>	<p>No exemption from or modification to the HPP.</p>
<p>Schedule 1, Clause 2 (HPP 2)</p> <p>Information must be relevant, not excessive, accurate and not intrusive</p>	<p>No exemption from or modification to the HPP.</p>
<p>Schedule 1, Clause 3 (HPP 3)</p> <p>Collection to be from individual concerned</p>	<p>The Cluster Council need not comply with HPP 3, where the Health Information is collected from the Sponsor Agency, the Centre of Excellence, a Shared Services Hub Operator or a User Agency for the purposes of the Cluster Council's governance or oversight functions.</p>
<p>Schedule 1, Clause 4 (HPP 4)</p> <p>Individual to be made aware of certain matters</p>	<p>No exemption from or modification to HPP 4(1).</p> <p>The Cluster Council need not comply with HPP 4(2), where the Health Information is collected from the Sponsor Agency, the Centre of Excellence, a Shared Services Hub Operator or a User Agency in its capacity as the Cluster Council.</p>
<p>Schedule 1, Clause 5 (HPP 5)</p> <p>Retention and security</p>	<p>No exemption from or modification to the HPP.</p>
<p>Schedule 1, Clause 6 (HPP 6)</p> <p>Information about Health Information held by organisations</p>	<p>The Cluster Council need not comply with HPP 6, where the Health Information that it holds is in connection with its governance or oversight functions.</p>
<p>Schedule 1, Clause 7 (HPP 7)</p> <p>Access to Health Information</p>	<p>The Cluster Council need not comply with HPP 7, where:</p> <ul style="list-style-type: none"> • it holds Health Information for the purposes of exercising its governance or oversight functions; and • it refers the request for access to the Sponsor Agency to refer the request to the appropriate Participating Agency to deal with.
<p>Schedule 1, Clause 8 (HPP 8)</p> <p>Amendment of Health Information</p>	<p>The Cluster Council need not comply with HPP 8, where:</p>

HPP	Exemption or modification sought to the HPPs
	<ul style="list-style-type: none"> • it holds Health Information for the purposes of exercising its governance or oversight functions; and • it refers the request for amendment to the Sponsor Agency to refer the request to the appropriate Participating Agency to deal with.
Schedule 1, Clause 9 (HPP 9) Accuracy	The Cluster Council need not comply with HPP 9, where the Cluster Council's proposed use of the Health Information is in connection with it exercising its governance or oversight functions.
Schedule 1, Clause 10 (HPP 10) Limits on use of Health Information	No exemption from or modification to the HPP.
Schedule 1, Clause 11 (HPP 11) Limits on disclosure of Health Information	No exemption from or modification to the HPP.
Schedule 1, Clause 12 (HPP 12) Identifiers	No exemption from or modification to the HPP.
Schedule 1, Clause 13 (HPP 13) Anonymity	No exemption from or modification to the HPP.
Schedule 1, Clause 14 (HPP 14) Transborder data flows and data flow to Commonwealth agencies	No exemption from or modification to the HPP.
Schedule 1, Clause 15 (HPP 15) Linkage of health records	No exemption from or modification to the HPP.
Schedule 1, Clause 16 (HPP 16) Use and disclosure of Health Information in emergencies	No exemption from or modification to the HPP.

8. Data breach notification requirements

8.1. Where there is an Eligible Data Breach affecting any Health Information being handled in connection with the PaTH Program, the Sponsor Agency, a Shared Services Hub Operator or a User Agency (as the case may require) will notify the Privacy Commissioner

immediately after the agency decides that there are reasonable grounds to believe that an Eligible Data Breach has occurred.

- 8.2. A serious data breach affecting Health Information being handled in connection with the PaTH Program, the Sponsor Agency, a Shared Services Hub Operator or a User Agency (as the case may require) will be notified to the Privacy Commissioner in accordance with the voluntary reporting scheme until Pt 6A of the *PPIP Act* comes into effect.

9. Reporting and Auditing

- 9.1. The Sponsor Agency will annually audit compliance with this Direction by appointing an auditor, independent of the Participating Agencies, to assess compliance with this Direction. This compliance audit will assess the security of systems and processes protecting the collection, use and disclosure of Health Information in connection with this Direction.
- 9.2. The Sponsor Agency will report to the NSW Privacy Commissioner on compliance with this Direction, including the following matters:
 - 9.2.1. any complaints received from the public regarding the use and/or disclosure of Health Information under this Direction (with details);
 - 9.2.2. any Eligible Data Breaches arising from this Direction involving Health Information from the date Pt 6A of the *PPIP Act* comes into effect; and
 - 9.2.3. the results of all audits conducted in accordance with cl. 9.1.

10. Duration

- 10.1. This Direction commences on the date signed by me and has effect up to and including three years from the date of this Direction, or until a Code of Practice or legislative amendments are made to incorporate this Direction (whichever is earlier).
- 10.2. This Direction will be reviewed six months prior to its expiry.

Signed by me on 3 February 2023.



Samantha Gavel
Privacy Commissioner