



HUNTER PRIMARY CARE LTD

ABN: 27 061 783 015

AND

<CLIENT>

ABN:

CONTRACT FOR HUNTER PRIMARY CARE MANAGED IT
SUPPORT (HPCMITS)

CONTRACT NUMBER: IT000

Contract for Service and Hardware

Contract number	IT000
Hunter Primary Care Ltd (HPC)	Hunter Primary Care Ltd (HPC) ABN: 27 061 783 015 7 Warabrook Boulevard, Warabrook, NSW, 2304
HPC Representative	Name: Anthony McCulloch Telephone: 02 4925 2259 Email: amcculloch@hunterprimraycare.com.au
Client	Business Name: ABN : Address:
Physical Address of Contracted Site	
Client's Representative	Name: Telephone: Email:
Commencement Date	
End Date	This contract is perpetual and either party to give 30 days' notice to terminate contract unless equipment is leased in which case a 36-month minimum term is in place, which can be paid out at any time.
Term	As set out in Schedule B
Services	The Services are described in Schedule A
Fees	As set out in Schedule B
Specific Terms	Insert as required
Date of signing this Contract	/ / [Insert date last Party signs this Contract]

EXECUTION PAGE

The Parties agree to the terms and conditions set out in the Contract, comprising:

1. Key Terms set out above
2. Schedule A: Services
3. Schedule B: Fees
4. Full Terms and Conditions available on our website

<https://hunterprimarycare.com.au/health-professional-it-services/>

Executed by the Parties as an agreement:

SIGNED by the Hunter Primary Care's authorised representative:

.....
Signature of witness

.....
Signature of representative

.....
Name of witness (block letters)

.....
Name of signatory (block letters)

.....
Address of witness

.....
Title / Position (block letters)

.....
Date:

SIGNED by the Client's duly authorised representative in the presence of:

.....
Signature of witness

.....
Signature of representative

.....
Name of witness (block letters)

.....
Name of signatory (block letters)

.....
Address of witness

.....
Title / Position (block letters)

.....
Date:

SCHEDULE A

SERVICES

1. DESCRIPTION OF SERVICE

Included Help Desk Support (Mon-Fri 8am-6pm) – HPCMITS provides the client unlimited support for the servers, workstations, systems and software covered under this contract. Support may be provided by phone or remote access to client computers. Support outside of these hours is available but additional charges may apply.

Call Out Fees – Any support that requires an onsite visit to rectify the issue will not incur a call out fee or any travel costs to the client, up to twelve visits per calendar year.

Secure Remote Control – HPCMITS may securely remote access the client's computers.

24 Hour Monitoring – HPCMITS will monitor the performance of the client's servers and computers. Alerts are generated and sent to HPCMITS when predefined thresholds are reached for proactive service.

Backups – HPCMITS will monitor backups and perform test restorations. For an additional fee, backups can be stored Off Site on HPC servers.

Patch Management – HPCMITS will deploy updates as made available by software vendors.

Leased Equipment – HPCMITS can lease equipment built and configured as required to the client for a monthly fee.

Hosted Server – HPCMITS can host a virtual server or servers configured as required for the client

Support for all clinical software systems – Any issues that cannot be resolved by HPCMITS in the first instance will be escalated to the vendor and managed to the point of resolution.

Network and Internet – Management of network includes devices such as switches, modems and routers that are located on the premises including VPN links between premises. HPCMITS will work with the client's ISP to resolve any internet issues.

Printers – HPCMITS can supply and support printers and where appropriate can work with other companies to facilitate leased agreements for printers.

Procurement HPCMITS can supply IT equipment at competitive rates and any purchase includes delivery, configuration, installation and secure disposal or recycling.

Hardware / Software Inventory – HPCMITS may interrogate all devices on the client's network and provide a snapshot of the specifications of all servers, computers and network infrastructure for documentation purposes.

2. SCOPE OF SERVICES

2.1 SCOPE OF SERVICES FOR LEASED EQUIPMENT

HPCMITS will lease equipment built and configured as required to the client for a monthly fee. The term of the lease will be 36 months. The hardware remains the property of HPCMITS for the duration of the agreement and ownership will be transferred to the client at the end of the agreement. HPCMITS leased equipment services include:

- Supply of operating system, backup software, Anti-Virus protection
- Build and configuration of server including practice management software of choice by the practice (software purchase or licences not included)
- Configure RAID for data storage as required for accreditation
- Installation of equipment onsite and configure for local environment.
- Transfer any existing data onto the new server or computers
- Supply backup solution hardware, NAS box and 3 USB hard drives for offsite backup storage as required for accreditation
- Training for practice/business manager how to complete daily media swap for backups
- Replacement of server in the event of a hardware failure. A replacement fee of \$4,000 will apply if the server is damaged or stolen

2.2 SCOPE OF SERVICES FOR HOSTED SERVERS

HPCMITS can host a virtual server configured as required for a monthly fee. HPCMITS will maintain and upgrade IT infrastructure as required and increase resources for the virtual server as required. The term of the lease of the server will be for 36 months.

- Build and configuration of a virtual server hosted on HPCMITS premises
- Supply of operating system, firewall security, Anti-Virus protection
- Build and configuration of server including practice management software of choice by practice (software purchase not included)
- Configure RAID for data storage as required for accreditation
- Configure remote access to the server
- Transfer any existing data onto the new server
- Supply and configure backup solution as required for accreditation.

2.3 EXCLUSIONS

The following services are excluded from this Contract but are services HPCMITS may provide to the Client as directed, subject to additional costs agreement:

- Updating or troubleshooting workstations or servers that are not part of this contract
- Single or group user training on applications
- Accreditation assistance and documentation including IT policies and procedures
- Disaster Recovery Planning/Business Continuity Planning
- Support for equipment not located at the premises listed in this contract
- Additional security measures for legislative and regulation compliance
- Relocation of IT equipment to new or between existing premises
- Conversion of data between practice management systems
- Support, configuration or installation of IT equipment purchased without HPCITMS involvement

2.4 CLIENT REQUIREMENTS

The Client agrees to adhere to the following:

- Ensure all servers and workstations are available (turned on) to receive updates when scheduled with HPCMITS staff
- The Client must have an active internet connection
- Maintain warranty with server vendor
- Swap offsite backup media
- All servers and computers must meet the minimum supported requirements as set by Microsoft.
- Not install any software not related to the business on any computer within the network
- Not connect any device onto the network that is not to be used for business purposes
- Not to purchase any IT equipment without involving HPCMITS, any equipment purchased without HPCMITS involvement will not be supported
- Monthly scheduled payments must be made by Direct Debit to Hunter Primary Care and a valid signed Direct Debit form is to be kept on file for the same.
- Any invoices additional to the monthly fees are to be paid within 21 days. HPC reserves the right to cease service and/or engage a debt collecting agency if payment terms are not adhered to.

3. TARGET RESPONSE TIMES

CALL PRIORITY	TARGET RESPONSE TIME
Critical: A fault arising affecting all users and a major impact to the business	Within four business hours of the fault being reported.
High: A fault arising affecting most users and a limited impact to the business	Within eight business hours of the fault being reported.
Low: Minor function is inoperable with minimal impact to the business	Within twenty-four business hours of the fault being reported.

Clients can report to HPCMITS any fault by any of the following methods:

1. Calling the HPCMITS Help Desk number 02 4929 1000
2. Submitting a request via the HPCMITS HELP icon.
3. Via email to itsupport@hunterprimarycare.com.au

SCHEDULE B

FEES

1. FEES

The fees payable to Hunter Primary Care for performing standard services are listed in the tables below. All rates and prices set out in this Schedule may be subject to change as agreed between the parties in writing.

Cost for HPCMITS (excluding GST)			
No. of PCs	No. of Servers	Monthly	Yearly
		\$	\$

Cost for Leased Equipment (excluding GST)		
Schedule of leased equipment	Monthly	Yearly
	\$	\$

Cost for HPCMITS Hosted Server (excluding GST)		
No. of Servers	Monthly	Yearly
	\$	\$

For Leased Equipment or Hosted Servers, should the contract be cancelled within 36 months of the contract execution date, the Client is required to pay to Hunter Primary Care the balance of the Minimum Total Cost which is calculated by multiplying the remaining months by the monthly fee.

1.1 Cost of additional services

The fees payable to Hunter Primary Care by the Client for work performed with prior agreement in addition to the standard services will attract fees detailed in table below:

Time	Service	Rates (ex GST)
08:00 to 18:00 Monday to Friday.	IT On-site service visit	\$126 per hour plus \$95 flat rate call out fee
08:00 to 18:00 Monday to Friday.	Remote access support. Minimum 15 Minute block and 15 minute blocks thereafter	\$31.50 per 15 minutes
18:00 to 22:00 Monday to Friday or non- Business days	Planned on site visit	\$158 per hour plus \$95 flat rate call out fee
18:00 to 22:00 Monday to Thursday and 18:00 Friday to 08:00 Monday or any public holidays.	Emergency unplanned support	\$200 per hour plus \$95 flat rate call out fee