

**PATHOLOGY QUALITY AND OUTLAYS**  
**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**  
**AUSTRALIAN GOVERNMENT**  
**AND THE**  
**AUSTRALIAN ASSOCIATION of PATHOLOGY**  
**PRACTICES**  
**AND THE**  
**ROYAL COLLEGE OF PATHOLOGISTS OF**  
**AUSTRALASIA**  
**AND THE**  
**NATIONAL COALITION OF PUBLIC PATHOLOGY**

**1 July 2004 to 30 June 2009**

**This Pathology Quality and Outlays Memorandum of Understanding (MoU)  
is made on the twentieth day of September 2004**

**Between the**

**AUSTRALIAN GOVERNMENT, as represented by the  
MINISTER FOR HEALTH AND AGEING**

**And the**

**AUSTRALIAN ASSOCIATION OF PATHOLOGY PRACTICES**

**And the**

**ROYAL COLLEGE OF PATHOLOGISTS OF AUSTRALASIA**

**And the**

**NATIONAL COALITION OF PUBLIC PATHOLOGY**

## **1. DEFINITIONS**

1.1 In this MoU, unless the contrary intention appears:

- (a) The 'Department' includes any department or agency of the Government, which is from time to time responsible for the administration of this MoU.
- (b) 'Management Committee' refers to the Pathology Consultative Committee (PCC) as described in clause 7.
- (c) The 'Parties' include the Australian Association of Pathology Practices (AAPP), the Royal College of Pathologists of Australasia (RCPA), the National Coalition of Public Pathology (NCOPP) and the Australian Government (the Government).
- (d) 'Pathology' refers to services as defined in clause 4.
- (e) References to Medicare Benefits Schedule (MBS) outlays, and the associated outlays targets, are references to cash outlays.
- (f) References to a year mean a 12 month period commencing on 1 July.

## **2. TERM OF THE MoU**

2.1 This MoU between the Government, the AAPP, the RCPA and the NCOPP outlines the framework for a five-year collaborative relationship between these parties from 1 July 2004 to 30 June 2009.

### 3. PRINCIPLES AND OBJECTIVES OF THE MoU

- 3.1 This MoU is intended to promote:
- (a) access to quality, affordable pathology services;
  - (b) effective management of Government outlays relating to the services described in the Pathology Services Table (PST) of the MBS and applicable to this MoU;
  - (c) improved patient care through enhancing the quality of pathology services and the appropriate use of services; and
  - (d) co-operative strategies which promote affordability of services for patients.
- 3.2 The Parties acknowledge and agree that this MoU is not intended to, and does not, create a legally binding agreement between the Parties but that it is their intent to be reasonably bound by its terms.

### 4. SCOPE OF MoU

- 4.1 This MoU applies to outlays through the PST of the MBS except:
- (a) items 73801 to 73811; and
  - (b) items 74990 and 74991; and
  - (c) Any items created to facilitate the conduct of trials for Point of Care Testing (PoCT); and
  - (d) Any other items which may be excluded by mutual agreement.

### 5. FUNDING

- 5.1 Subject to the operation of other clauses in this MoU, the Parties agree that MBS outlays for the items specified in the PST, but excluding the items specified in clause 4.1(b) and (c) should be managed to achieve the following outlays targets:

<b>2004-05</b> <b>\$m</b>	<b>2005-06</b> <b>\$m</b>	<b>2006-07</b> <b>\$m</b>	<b>2007-08</b> <b>\$m</b>	<b>2008-09</b> <b>\$m</b>
1,456.728	1,523.544	1,597.178	1,689.182	1,766.920

The above outlays targets will be adjusted in the first year of the MoU by an amount, agreed by the Parties, representing the outlays relating to the items referred to in paragraph 4.1 (a), for each year of the MoU.

- 5.2 The Parties acknowledge that their agreement to the annual growth in outlays targets set out in clause 5.1 is based on the principles that:
- The Government should accept financial risk in relation to matters within its control; and
  - The Profession should accept financial risk in relation to matters within its control; and

- Financial risk in relation to matters which are not within the control of either the Government or the Profession constitute the shared risk which is encompassed by the agreed outlays target.

Clause 5.8 should also be read in this context.

- 5.3 At the end of the term of this MoU, cumulative outlays may vary by a tolerance of plus or minus 0.5% of the 5 year cumulative outlays target (including any adjustments as made in accordance with this clause and clause 6).
- 5.4 In the event that the MoU does not achieve its target, and expenditure at the end of the five-year period is above or below the agreed tolerance level (as described at sub-clause 5.3), then a one off adjustment (upwards or downwards) will be made to the 2009-10 outlays target in any subsequent MoU. The amount of this adjustment will be the difference between the tolerance level and the actual expenditure.
- 5.5 In negotiations for any future MoU, the Government will take as its starting point the agreed outlays target for 2008-09 as determined in accordance with clause 5, to ensure that the Profession is not advantaged or disadvantaged by any year-to-year variations due to the management of outlays under the MoU.

### ***Funding Adjustments***

- 5.6 The outlays target for 2004-05 shall be adjusted, on a one-off basis, by \$11.5 million in recognition of fee adjustments foregone under the second Pathology Quality and Outlays Agreement.
- 5.7 The outlays targets set out at clause 5.1 may be increased in accordance with the "patient affordability" clauses 6.4 and 6.5.
- 5.8 The outlays targets shall be adjusted where:
  - (a) any Government policy decision, external to this MoU, has a consequential increase or decrease in MBS outlays for pathology services;
    - as a general rule, relevant policy decisions would be described in Budget Papers and the Portfolio Budget Statements.
    - budget measures relating to workforce supply will only be relevant if they are intended to increase, and actually result in a measurable increase in the per capita supply of full time equivalent ordering practitioners.
    - where relevant, the impact of minor policy changes such as revised Pharmaceutical Benefits Scheme (PBS) requirements for pathology testing shall be considered.
    - this includes any impact of MedicarePlus implementation on pathology outlays.
  - (b) the Medical Services Advisory Committee (MSAC) recommends, and the Minister approves, changes to the PST which expand its scope into a new area of testing or remove an existing area of testing;
    - this does not include changes which could be regarded as updating the PST to reflect changes in clinical practice.
  - (c) cost shifting occurring after June 2004 can be demonstrated and measured; and
  - (d) the scope of this MoU is varied by mutual agreement between the Parties.

5.9 As soon as practicable after each year's Federal Budget is brought down, the Management Committee will review all policy changes announced since the previous Budget and seek to agree on:

- (a) the amount(s), if any, by which the outlays targets should be adjusted in accordance with clause 5.8; or
- (b) a process through which such amounts should be determined.

This does not preclude the Management Committee from considering the impact of policy changes at any other time.

5.10 Clause 5.8 and 5.9 will not have any effect in relation to Government decisions announced before 1 May 2004 (excluding the MedicarePlus decisions on bulk billing supplements and increased outlays arising from the Safety Net provisions).

5.11 The outlays targets will also be adjusted in the event that the growth in the Pathology Cost Index (a 50:50 composite of the Consumer Price Index (CPI) and Average Weekly Earnings (AWE)):

- (a) is more than 5% in any year; or
- (b) is less than 2% in any year.

Notes: growth in CPI shall be measured by reference to the index for All Groups, Weighted Average of Eight Capital Cities, for June of the relevant year as first published in July in the Australian Bureau of Statistics publication 6401.0 Consumer Price Index, Australia.

growth in AWE shall be measured by reference to Private and Public Sectors, Full-time Adult Weekly Ordinary-Time Earnings for May of the relevant year as first published in August in the Australian Bureau of Statistics publication 6302.0 Average Weekly Earnings, Australia.

5.12 If the circumstances described in clause 5.11(a) occur, then the outlays target for the relevant year only will be increased by an amount determined by the following formula:

$$T * (A\% - 5\%) * 0.5$$

Where: "T" is the outlays target for the relevant year as determined by the operation of clauses 5.1 and 5.8; and  
"A" is the actual percentage change in the composite index described in clause 5.11 in the relevant year.

5.13 If the circumstances described in clause 5.11(b) occur, then the outlays target for the relevant year only will be decreased by an amount determined by the following formula:

$$T * (2\% - A\%) * 0.5$$

Where: "T" is the outlays target for the relevant year as determined by the operation of clauses 5.1 and 5.8; and  
"A" is the actual percentage change in the composite index described in clause 5.11 in the relevant year.

5.14 Subject to clause 5.17 and 5.18, the outlays targets will also be adjusted in the event that underlying growth in outlays:

- (a) is more than 5.5% in any year; or
- (b) is less than 2.5% in any year.

Note: Underlying growth in outlays refers to the year on year growth in outlays adjusted to exclude the effect of changes in MBS benefit levels and changes in the outlays targets made in accordance with clauses 5.6 and 5.8.

5.15 Subject to clause 5.17 and 5.18, if the circumstances described in clause 5.14(a) occur, then the outlays target for the relevant year only will be increased by an amount determined by the following formula:

$$T * (A\% - 5.5\%) * 0.5$$

Where: "T" is the outlays target for the relevant year as determined by the operation of clauses 5.1 and 5.8; and  
"A" is the actual percentage change in underlying outlays as described in clause 5.14 in the relevant year.

5.16 Subject to clause 5.17, if the circumstances described in clause 5.14(b) occur, then the outlays target for the relevant year only will be decreased by an amount determined by the following formula:

$$T * (2.5\% - A\%) * 0.5$$

Where: "T" is the outlays target for the relevant year as determined by the operation of clauses 5.1 and 5.8; and  
"A" is the actual percentage change in underlying outlays as described in clause 5.14 in the relevant year.

5.17 Clauses 5.14 to 5.16 will not apply if the excessively high or low growth in underlying outlays is attributable to factors within the control of the pathology profession.

5.18 If an adjustment under clause 5.15 has been triggered by a change in ordering by a particular group of general practitioners, and the Management Committee has not instituted appropriate action to address the change, then no adjustment will be made in respect of the subsequent year if clause 5.15 is triggered by the same ordering behaviour.

5.19 Funding may be renegotiated where exceptional circumstances result in significant increases in pathology services under this MoU, for example in the event of a national medical emergency such as a disease epidemic, terrorist attack or natural disaster.

## 6. PATIENT AFFORDABILITY

- 6.1 The Management Committee will work collaboratively in identifying ways to minimise the costs borne by patients during the period of the MoU but not in any manner which could be construed as imposing an obligation on individual practices in relation to their billing policies or procedures or which is incompatible with Australian Competition Policy or legislation.
- 6.2 Recognising the constraints denoted in paragraph 6.1, strategies may include, but will not be limited to:
- (a) Pathology providers being encouraged to inform consumers of their charging policies; and
  - (b) Developing appropriate arrangements to encourage providers to inform referring practitioners of patient charging policies in relation to pathology services.
- 6.3 AAPP, RCPA and NCOPP undertake to advise their members of the Government's concern to minimise costs to patients.
- 6.4 The overall level of patient contributions in 2003-04 and each subsequent financial year will be reviewed as soon as practicable after the end of the financial year, and:
- (a) if patient contributions relating to all Medicare eligible pathology services, for the relevant financial year, was equal to or less than the percentage indicated in the following table of the total fees charged for all Medicare eligible pathology services for the relevant financial year, the outlays target for the subsequent financial year will be increased by a non-cumulative "affordability bonus" of \$8 million dollars.

2003/04 Patient contribution (%)	2004/05 Patient contribution (%)	2005/06 Patient contribution (%)	2006/07 Patient contribution (%)	2007/08 Patient contribution (%)
9.5	9.5	10.0	10.5	11.0

- (b) if patient contributions relating to all Medicare eligible pathology services is greater than the percentage shown in the table in 6.4 (a) for the relevant financial year but not greater than the percentage plus 1% of the total fees charged for all Medicare eligible pathology services for the relevant financial year, the outlays target for the subsequent financial year shall be increased by a non-cumulative "affordability bonus" of \$4 million dollars.
- 6.5 If the patient contributions are equal to or less than 11.5% of the total fees charged in the final year of the MoU, \$8 million dollars would be made available for carry-over into a subsequent MoU. If patient contributions are greater than 11.5% but not greater than 12.5% in the final year of the MoU, \$4 million dollars would be made available for carry-over into a subsequent MoU.

## 7. MANAGING THE MoU

### *The Management Committee*

- 7.1 The Pathology Consultative Committee (PCC) (the Management Committee) will be responsible for the management of this MoU and making policy recommendations to the Minister in relation to the operation of the MoU. In exercising these responsibilities, the Management Committee will have regard to the views of the Pathology Services Table Committee (PSTC) about the appropriate structure of the PST, item descriptions and fees and rules of interpretation.
- 7.2 The Management Committee's membership will include up to three representatives each from the Government, AAPP, RCPA and one representative from NCOPP. The Department will represent the Government. The Health Insurance Commission will be invited to attend Management Committee meetings as an observer.
- 7.3 The Management Committee members will meet (face-to-face or by teleconference) a minimum of four times per year.
- 7.4 The Management Committee may convene additional meetings as required, to ensure the continued effective management of the MoU.
- 7.5 Management Committee members will conduct the meetings in accordance with agreed terms of reference and administrative arrangements, consistent with the objectives of this MoU.
- 7.6 The Management Committee will seek to find consensus answers to any issues that arise whilst managing the MoU. If this cannot be achieved:
  - (a) each party will explain why it does not agree with the views of the other parties;
  - (b) the minutes of the Management Committee will clearly reflect;
    - the area of disagreement between the parties; and
    - any relevant issues or facts which are not in dispute.
  - (c) all parties retain the right to put their views directly to the Minister;
  - (d) all parties agree to faithfully represent the views of the other parties in any communication to the Minister, the Minister's Office or any other stakeholder; and
  - (e) the parties reserve the right to provide confidential advice to the Minister.
- 7.7 The Department will provide secretariat support for the Management Committee.
- 7.8 Management Committee members will not be paid sitting fees, but the administrative arrangements will include the Government meeting all reasonable accommodation and travel costs (in accordance with Departmental policy) for up to three representatives each from AAPP and RCPA and one member from NCOPP in relation to the meetings of the Management Committee. The Government will not meet any costs of non-Government observers.
- 7.9 The Management Committee may establish sub-committees and working parties.
- 7.10 Membership of sub-committees and working parties will include, but not be limited to, representatives of AAPP, RCPA, NCOPP and the Department. Terms of reference

and administrative arrangements for sub-committees and working parties will be established by the Management Committee in consultation with the organisations to be represented on the sub-committees and working parties. Payment of reasonable costs will be in accordance with Departmental policy.

- 7.11 All non-Government Management Committee and sub-committee/working party participants will complete and comply with Deeds of Confidentiality and Conflict of Interest Declarations. Government participants will conduct themselves in accordance with the Australian Public Service (APS) values and code of conduct, which covers matters such as confidentiality and conflict of interest.
- 7.12 Proceedings of Management Committee/sub-committee/working party meetings will be documented according to the terms of reference and administrative arrangements established by the Management Committee.

### ***Managing Outlays***

- 7.13 A key objective of the MoU is to ensure that Government outlays under Medicare for pathology services are maintained within agreed parameters.
- 7.14 The parties to the Management Committee will contribute resources to maintain and develop (as necessary) the information management system used to manage the previous Pathology Quality and Outlays Agreement. This system provides data and other information that may be required for the management of the MoU. The system will be used to track both benefit and service activity at the macro and micro levels against agreed targets, benchmarks and parameters and may be modified over time to meet the needs of the Management Committee.
- 7.15 The Parties undertake, where it is within their control, to promptly provide to the Management Committee, within appropriate confidentiality arrangements, any available information that could reasonably be regarded as necessary for the management of the MoU.
- 7.16 The Management Committee will recommend action as required to assist in the successful management of the MoU against the outlays target determined in accordance with clause 5 and clause 6.
- 7.17 The performance of the MoU will be assessed at each ordinary meeting of the Management Committee. If cumulative outlays to date vary from the pro-rata cumulative outlays target by an amount exceeding 0.5% of the pro-rata cumulative outlays target, the Management Committee agrees to recommend all necessary measures to ensure that the MoU meets targets. These measures may include, but are not limited to:
- (a) Targeted or 'across the board' fee adjustments;
  - (b) Changes to schedule fees, item descriptions and/or rules of interpretation under the PST; and
  - (c) Deferral of action pending further monitoring and review.
- 7.18 If an ordinary Management Committee meeting cannot reach an agreement as required in clause 7.17 those matters shall be held in abeyance for a period of thirty, (30) days from the date of the meeting. During the abeyance period the Parties shall be required to use their best endeavours and act in good faith to resolve those matters. A special meeting of the Management Committee shall be called at the

expiration of the thirty, (30) day period. If, after the special meeting the matters remain unresolved the Parties shall resolve those matters by reference to the dispute resolution procedures referred to at paragraph 14.2 of this MoU.

- 7.19 Variations to the PST will be made as soon as necessary, but where possible, to coincide with established timeframes for variations to the MBS (1 May and 1 November of each year).
- 7.20 Any final adjustments required to ensure projected expenditure meets the MoU's final outlays target, should be implemented by 1 November 2008. In the event that further adjustment to the outlays target is agreed after this date, and further fee adjustment is consequently necessary, any such adjustments may be calculated so that the appropriate increase or decrease in outlays is spread over the period up to 30 June 2010.

## **8. PATIENT EPISODE INITIATION FEES**

- 8.1 Subject to the appropriate Parliamentary processes occurring, the Parties agree to the phased introduction of Patient Episode Initiation (PEI) fees for public sector accredited pathology laboratories, as set out in clause 8.2.
- 8.2 Unless the profession as represented by the AAPP, RCPA and NCOPP agree to an earlier introduction, PEI fees for public laboratories will, subject to the appropriate Parliamentary processes occurring, be introduced on 1 May 2007 at a Schedule Fee of \$2.40 per item in Group P10.
- 8.3 Unless the profession as represented by the AAPP, RCPA and NCOPP agree to an earlier introduction, an additional item will, subject to the appropriate Parliamentary processes occurring, be introduced to Group P10 on 1 May 2007 for the initiation of a patient episode from a person who is a private in-patient of a recognised hospital.
- 8.4 Funding for the introduction of new PEI fees detailed in clause 8.2 and 8.3 will be within the outlays targets determined in accordance with clause 5.
- 8.5 Data collected as a result of the introduction of new PEI Items will be provided to the Management Committee to enable the monitoring of all patient episodes. All parties agree to a review of this data by 1 December 2007 with the intention of calculating the amount of funds that would be needed to fully fund the PEI items for public laboratories arising from collections in recognised hospitals.
- 8.6 All parties agree to explore this issue with the intention of removing the distinction between public and private laboratory access to all PEI items for private patients. The Australian Government will take this issue into consideration in developing its position in relation to future health care funding arrangements with the States and Territories.

## **9. QUALITY INITIATIVES**

- 9.1 Subject to the appropriate agreements relating to the funds being entered into, the Government will make funding available for a Quality Use of Pathology Program (QUPP), up to a maximum of \$2 million, in 2004-05 prices, in respect of each year.

The annual funding limits will be adjusted to current year prices using Wage Cost Index 4 (WCI-4) or, if the use of WCI-4 is discontinued, by an equivalent index. Any funds not spent in the relevant year may be made available in a subsequent year.

- 9.2 The objectives of the QUPP shall be to improve patient care through enhancing the quality of pathology services and the appropriate use of services. This may include support for:
- (a) Research into consumer needs;
  - (b) Development of education and information programs for consumers, requestors and/or providers of pathology services;
  - (c) Utilisation of infomatics and the application of information technology; and
  - (d) Quality assurance programs.
- 9.3 A Quality Use of Pathology Committee (QUPC) shall be established as a sub-committee of PCC to advise on appropriate projects to be funded through the QUPP. QUPC shall agree, by 30 November 2004, on the principles and criteria to be used to assess projects for funding through the QUPP.

## 10. HealthConnect

- 10.1 The Parties recognise the potential benefits of *HealthConnect* to the quality of medical care in Australia and the efficiency and effectiveness of the Australian health care system.
- 10.2 AAPP, NCOPP and RCPA agree to support the introduction of *HealthConnect*, with the objective of their members sending test results for participating *HealthConnect* consumers to *HealthConnect* as it is introduced in the health sector, using the national standard electronic pathology summary.

## 11. WORKFORCE DEVELOPMENT AND SUPPORT

- 11.1 The Parties recognise the need to increase the number of training places provided for pathologists in the private sector, while maintaining the number of training places in the public sector.
- 11.2 Subject to clause 11.4, the Government will make available in years 2004/05 and 2005/06 \$3.75 million as a contribution towards increasing the number of training places for pathologists in the private sector, in accordance with the recommendations of the Australian Medical Workforce Advisory Committee (AMWAC) pathology workforce review. It is anticipated that funds will be distributed between years in accordance with the following table:

2004-05 \$m	2005-06 \$m	2006-07 \$m	2007-08 \$m	2008-09 \$m	Total \$m
1.25	2.50				3.75

- 11.3 The annual funding amounts in clause 11.2 are in 2004-05 prices and will be adjusted to current year prices using Wage Cost Index 4 (WCI-4) or, if the use of WCI-4 is

discontinued, by an equivalent index. Any funds not spent in the relevant year may be made available in a subsequent year.

- 11.4 The provision of these funds is subject to appropriate agreements between the parties being entered into. The precise purpose to which these funds may be applied, and the associated terms and conditions, will be set out in separate agreements between the relevant parties under the stewardship of the PCC.

## 12. POLICY REVIEWS

12.1 The Parties agree, during the life of the MoU and, where identified, within specified timeframes, to jointly review the merits of further policy reform pursuant to the *Recommendations of the Review of Commonwealth Legislation for Pathology Arrangements under Medicare* as follows:

- (a) review of the restrictions on pathologist-determined services (Recommendation 7);
- (b) review the Approved Collection Centre arrangements to ensure that these arrangements remain consistent with the objectives of competition policy (Recommendation 8), review to be completed in 2005-06;
- (c) review current qualification requirements and the approval process for Approved Pathology Practitioners, including requirements for personal supervision (Recommendation 11);
- (d) review the enforcement and offence provisions of the Health Insurance Act 1973 pertaining to the provision of pathology services (Recommendation 14). The Government agrees to consult with the other parties, through the PCC, about the progress of the review and issues arising from the review; and
- (e) promote the adoption of electronic commerce to improve the quality of pathology testing (Recommendation 16).

12.2 The Parties agree to jointly consider issues relating to;

- (a) specific funding issues, the first three of which are priorities for resolution within three months of the signing of the MoU;
  - the extension of the '90 day pay doctor cheque' arrangements to medical specialists;
  - the current process through which the Government assesses the need for public funding of low volume pathology tests;
  - the funding of referred testing;
  - the funding of diagnostic HIV testing;
- (b) recognition for Medicare purposes of oral pathologists who are dentists;
- (c) the appropriateness of the current definition of a pathology laboratory to take account of technological and practice developments;
- (d) the development of a relativities based pathology services table and consequent review of the episode cone (the outlays target determined in accordance with clause 5 should not be varied as a consequence of any changes flowing from this review); and
- (e) the merits and practicality of a Global Funding Pool concept.

12.3 The Parties agree to establish priorities and processes for each of these issues at the earliest opportunity in the life of the MoU.

- 12.4 The Management Committee will request the QUPC and PSTC to examine and implement appropriate means of ensuring pathology ordering is undertaken effectively.

### **13. VARIATIONS**

- 13.1 Variations to this MoU may be made by mutual consent at any time. Variations must be made in writing, either signed by all parties or proposed and accepted by exchange of correspondence.

### **14. DISPUTES AND TERMINATION**

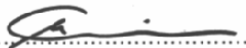
- 14.1 The Parties to the MoU will work together to resolve any disputes.
- 14.2 If a dispute, relating to paragraph 7.18 is unresolved at the expiration of the thirty (30) day period within which the Parties are required to attempt a resolution:
- (a) the matter may be referred to a mediator, agreed to by the parties in dispute, for mediation. If the parties can not agree on a mediator, the matter will be referred to The Institute of Arbitrators & Mediators Australia to appoint a mediator.
  - (b) Each party shall be responsible for its own costs associated with mediation, including the costs of preparing for mediation, the cost of attending mediation and the fees of any person engaged by a party to assist with the mediation. The direct costs of mediation shall be borne in equal proportions by the parties, including any fees charged by the mediator and any incidental costs such as room hire for the mediation.
  - (c) If, following mediation described in paragraph 14.2(a), the dispute is unresolved, the Government may determine which reasonable measures are to be used to ensure the MoU meets the outlays target referred to in paragraph 7.17, including how fee levels are to be adjusted.
- 14.3 If, after all reasonable efforts have been made to reconcile a dispute, any party to the MoU considers the issue to be irreconcilable, that party may, by notice in writing to all other parties, terminate its participation in the MoU.

### **15. NOTICES**

- 15.1 Any notice, request or communication to be given or served pursuant to this MoU shall be in writing and signed by either the person holding, occupying or performing the duties of the relevant office of Department of Health and Ageing (currently the Assistant Secretary, Diagnostics and Technology Branch), or by the President of AAPP, RCPA or NCOPP.
- 15.2 Any notice, request or communication requiring a response from any other party shall allow a reasonable period of time for a response, having regard to the nature of the required response.



Tony Abbott  
Minister for Health and Ageing  
on behalf of the  
Australian Government  
Date:



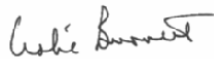
President  
Australian Association of Pathology Practices  
on behalf of the  
Australian Association of Pathology Practices

Date: September 2004



President  
Royal College of Pathologists of Australasia  
on behalf of the  
Royal College of Pathologists of Australasia

Date: September 2004



President  
National Coalition of Public Pathology  
on behalf of the  
National Coalition of Public Pathology

Date: September 2004

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