Frequently Asked Questions: Deed of Variation (DOV)

Contact Information

Who can we contact for support?

For any questions about the Head Data Sharing Agreement, Deed of Variation, POLAR or the signing process, please contact the SEMPHN POLAR Support Team at polar@semphn.org.au.

What is a Deed of Variation (DOV)?

A Deed of Variation (DOV) is a legal document used to update an existing agreement without replacing it.

In this instance, the DOV formally incorporates the updated Schedule A into your existing Head Data Sharing Agreement (Head DSA) with SEMPHN.

What is the Head Data Sharing Agreement (Head DSA)?

The Head Data Sharing Agreement (Head DSA) is the overarching agreement between SEMPHN and participating general practices. It establishes the framework for sharing and using de-identified data, including governance arrangements, responsibilities, approved uses of data, quality improvement activities, population health planning, relevant government programs and data linkage activities.

Schedule A forms part of the Head DSA and describes the technical arrangements relating to POLAR.

Why have we received a DOV?

Your practice has previously signed a Head Data Sharing Agreement (DSA) with SEMPHN. Following legal review and updates to Schedule A provided by Outcome Health, SEMPHN has updated Schedule A to provide clearer information about data extraction, storage, privacy, security, governance and data linkage arrangements.

As your practice already has a current Head DSA in place, SEMPHN is asking you to sign a DOV rather than a completely new agreement.

Why do we need to sign the DOV?

Signing the DOV ensures the updated DSA including Schedule A forms part of your existing Head DSA.

The Head DSA establishes the framework for sharing and using de-identified data, including governance arrangements, quality improvement activities, population health planning, relevant government programs and data linkage activities. The DOV allows SEMPHN and participating practices to incorporate the updated Schedule A while keeping the existing Head DSA in place.

Does the DOV replace our existing DSA?

No. Your existing Head DSA remains in place. The DOV simply updates your existing agreement by incorporating the revised Schedule A.

What is changing in the updated Schedule A?

The revised Schedule A includes:

- clearer information regarding POLAR data extraction and processing;
- updated information regarding data storage and security arrangements;
- clarification of privacy and governance arrangements;
- clarification of data linkage and research processes; and
- administrative improvements to support consistency across participating practices.

The updated Schedule A does not change how POLAR operates within your practice.

Does signing the DOV change how POLAR works?

No. There are no changes to your existing data extraction processes, POLAR functionality, or day-to-day practice workflows. Schedule A as part of the Head Data Sharing Agreement provides clearer information about existing arrangements.

What happens if we do not sign the DOV?

If the DOV is not signed, your practice will continue to operate under an earlier version of the Schedule A that does not reflect SEMPHN's current POLAR documentation.

Practices are encouraged to review and sign the DOV so that participating practices operate under updated and consistent documentation.

How long is the DSA valid?

The DSA starts when both parties sign and continues until terminated by either party in accordance with the wording of the DSA agreement.

Can practices terminate the agreement?

Yes. Either party may terminate this Agreement at any time without cause providing ten (10) business days' notice is given in writing. SEMPHN or the Practice may terminate this Agreement with immediate effect by written notice to the other if either party commits any material breach of any of the provisions of this Agreement and the breach is incapable of remedy or, where the breach is capable of remedy, the party in breach fails to remedy that breach within ten (10) business days of notice.

Is patient consent required?

The Head DSA relates to de-identified data. Under the Privacy Act 1988, patient consent is not required for the sharing of de-identified data. Practices remain responsible for complying with applicable privacy obligations and RACGP standards, including appropriate patient information and disclosure processes. Practices may choose to obtain consent in accordance with their own policies.

DOCUSIGN

Why am I receiving this request through DocuSign?

SEMPHN is using DocuSign to securely distribute and manage the signing process for DSA documentation. DocuSign allows practices to review documents electronically and sign securely online. You can reassign the request to another authorised signatory if required. Once counter-signed by SEMPHN, you will receive a copy of the executed agreement.

What should I do if the request has been sent to the wrong person?

If the DocuSign request has been sent to the wrong person, it can be reassigned within DocuSign to the appropriate authorised signatory.

POLAR

What is POLAR?

POLAR is a secure data extraction and analytics platform provided by Outcome Health. It:

- extracts data from your clinical system;
- de-identifies it within the practice environment; and
- securely transmits it to SEMPHN's data storage systems.

POLAR supports quality improvement, reporting, population health planning and analytics activities.

Will this affect our current POLAR setup?

No. There are no changes to your current POLAR installation, functionality, data extraction processes or day-to-day practice workflows.

Husky licences

HUSKY is a POLAR tool that can help practices optimise appointments, improve team communication and access daily practice insights.

SEMPHN has nine HUSKY licences available for eligible practices participating in the Head DSA rollout. The licences will be offered to the first nine eligible practices that:

- complete the required Head DSA or DOV documentation;
- confirm their interest in implementing HUSKY; and
- agree to provide feedback to SEMPHN approximately three and six months after implementation.

Eligible practices will be contacted directly by SEMPHN with further information regarding implementation and participation requirements.

DATA

What types of data are shared?

Only de-identified data is shared. This means:

- personal identifiers (e.g. name, address and contact details) are removed; and

- data is processed so individuals cannot reasonably be identified.
- Identifiable patient data remains within the practice and is not accessible to SEMPHN through POLAR.

Does this update change the type of data SEMPHN receives?

No. SEMPHN continues to receive de-identified data only, unless otherwise authorised under separate arrangements. Identifiable patient information is not accessible to SEMPHN through the POLAR platform.

How is data extracted and protected?

Data is extracted automatically from your Clinical Information System.

- Identifiable information is removed at the point of extraction.
- De-identified data is encrypted and securely transmitted.
- Industry-standard encryption and security controls are applied.

Where is the data stored?

Data is stored within secure Australian-based infrastructure with security controls aligned to industry standards, as outlined in the updated Schedule A.

What is the data used for?

De-identified data may be used for:

- quality improvement activities;
- population health planning;
- program evaluation and reporting;
- commissioned program delivery (e.g. PIP QI); and
- approved research and data linkage projects.

The data is used to support improved patient outcomes and health system planning.

Can SEMPHN identify individual patients?

No. All data shared with SEMPHN is de-identified and protected using encryption and strict governance controls. SEMPHN cannot identify individual patients.

Will the data be shared for marketing purposes?

No. The agreement explicitly states that data will not be made available to commercial entities, such as pharmaceutical companies, for marketing purposes.