Frequently Asked Questions: Head Data Sharing Agreement (Head DSA)

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 the Head Data Sharing Agreement (Head DSA)?

The Head Data Sharing Agreement (Head DSA) is the overarching agreement between your General Practice and SEMPHN. 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.

What is Schedule A?

Schedule A forms part of the Head DSA and describes the technical arrangements relating to POLAR, including data extraction, storage, privacy, security and operational processes.

The current rollout incorporates an updated Schedule A to provide clearer and more consistent information to participating practices.

Why is SEMPHN updating its Head DSA arrangements?

SEMPHN is updating its Head DSA arrangements to:

- establish a consistent agreement framework across participating practices;
- incorporate the updated Schedule A relating to POLAR;
- provide clearer information about data extraction, storage, privacy, security and governance arrangements; and
- support consistency across participating practices.

What is the relationship between the Head DSA and POLAR?

The Head DSA is the overarching agreement between SEMPHN and participating practices. POLAR is the data extraction and analytics platform described in Schedule A of the Head DSA.

Why have we received a new DSA?

SEMPHN is updating its Head DSA arrangements to establish a consistent and up-to-date agreement framework across participating practices.

As part of this rollout, practices operating under earlier agreement arrangements are being invited to sign the updated Head DSA, which incorporates the latest Schedule A relating to POLAR and provides

clearer information about data extraction, storage, privacy, security, governance and data linkage arrangements.

What has changed in the updated Head Data Sharing Agreement (Head DSA)?

SEMPHN has updated the Head DSA to provide a consistent and up-to-date framework for data sharing with general practices. The updated agreement sets out:

- Data sharing and permitted uses: How practice data may be shared and used for population health planning, quality improvement, research, data linkage and relevant government programs.
- Roles and responsibilities: The obligations of SEMPHN and participating practices in managing and protecting shared data.
- Privacy and security: Requirements for handling, storing and protecting practice data.
- Supporting schedules: Arrangements for specific activities, including data linkage, government programs and the software used for data extraction.
- The revised Schedule A also provides clearer information about POLAR's data extraction, processing, storage and security arrangements.

There are no changes to how POLAR operates, your current data extraction processes or day-to-day practice workflows.

Why do we need to sign the DSA?

Signing the Head DSA ensures:

- SEMPHN and participating practices operate under a consistent and current agreement framework;
- both parties understand how de-identified data will be used, shared and protected;
- compliance with privacy legislation and regulatory obligations; and
- a clear understanding of responsibilities, risks and governance arrangements.

Does signing the updated Head DSA change how POLAR works?

There are no changes to POLAR functionality, data extraction processes or day-to-day practice workflows. The updated Head DSA provides clearer information about existing arrangements.

What happens if we do not sign the DSA?

If the Head DSA is not signed, SEMPHN may be unable to establish the updated agreement framework with your practice and may be unable to receive or use practice data under the updated arrangements. Participation in programs that rely on data sharing may also be affected.

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 (Cth), 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 Head 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 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.