POLAR Data Warehouse Sharing & Licensing Terms and Conditions

To: _____   ABN: _____

(the Practice)

From: Eastern Melbourne Primary Health Network   ABN: 13603658895

(the PHN)

By signing this agreement, the Practice agrees to the following Terms and Conditions of the use of the data sharing and licensing of POLAR. This agreement remains valid from the date of the last signatory until termination.

Agreement

1. This agreement is between the PHN and the Practice.
2. The Practice agrees to the on-premises collection and storage of its patient data, and uploading of its de-identified patient data to the POLAR Data Warehouse.
3. The practice understands that de-identified data held in the POLAR Data Warehouse may be used for population health planning, advocacy initiatives, other quality improvement activities, and evaluation and research purposes subject to the terms of this agreement.
4. The PHN has a formalised agreement with Outcome Health who administer the POLAR Data Warehouse.

Patient Consent

5. The practice acknowledges that POLAR is managed on the basis of its individual patient's implied consent for use of the non-identified information in accordance with RACGP Standard 4.2, Management of Health Information for General Practice.
6. The Practice agrees to display the A3 In-Practice Poster in a prominent positon within their reception or waiting areas.
7. The Practice agrees to have copies of the POLAR Patient Brochure available to patients either in the waiting room or on patient request.

Data Extraction

8. The Practice agrees the PHN will supply and install the necessary POLAR tools to enable the automated data collection and uploading of data to the POLAR Data Warehouse.
9. The Practice agrees to maintain reasonable and ongoing availability of its information and communication technology (ICT) so the POLAR tools can enable the automated data collection and uploading of data to the POLAR Data Warehouse.

Data Security

10. The PHN acknowledges that the security of the Practice's computer hardware and software is critical to the day to day business of the Practice and will apply contemporary best practice methods to assure, encrypt and secure the transmission of data to the POLAR Data Warehouse.

Data Ownership

11. For the purposes of this agreement and the collection and storage of data:
    a) The Practice is the owner of its identified patient data.
    b) The PHN is the owner of the Practice's data in the POLAR Data Warehouse.
    c) Outcome Health is the custodian of the data in the POLAR Data Warehouse.

Data Use and Availability

12. The data in the POLAR Data Warehouse will not be made available to any commercial entity (such as pharmaceutical companies) for marketing purposes.
13. The data in the POLAR Data warehouse will not be made wholly available to any third party, without consent from the originating practice.
14. The data in the POLAR Data Warehouse may be used for population health planning, advocacy initiatives, other quality improvement activities and evaluation.
15. The data in the POLAR Data Warehouse may be used for research purposes to benefit Australians' health and the health care system in conjunction with third parties such as universities and other research centres.
16. Outcome Health holds ethics approval for the collection and storage of General Practice data that may be used for research purposes. Any research will require specific ethics authorisation and data will be de-identified regarding both the practice and the patient.

Reporting

17. One of the key roles for the PHN is to undertake population health planning and evaluation to ensure service delivery meets the needs of the region. For the purposes of population health planning and evaluation the PHN will not, in any publically available report, identify any specific practices or practitioners.

18. Aggregated, de-identified data will not be reported for groups of 20 or less.

Liability

19. All liability clauses in this agreement extend to installation and use of the POLAR tools.
20. The Practice will be liable for and must indemnify the PHN and their officers, employees and agents against any liability, loss, damage, or expense (including legal costs on a full indemnity basis) incurred or suffered as a direct or indirect result of any of the following:
    d) breach of any laws by the Practice;
    e) any negligence or other wrongful act or omission of the Practice or any persons for whose acts or omissions the Practice is liable; and
    f) any breach of this agreement by the Practice.
21. The PHN will be liable for and must indemnify the Practice and their officers, employees and agents against any liability, loss, damage, or expense (including legal costs on a full indemnity basis) incurred or suffered as a direct or indirect result of any of the following:
    a) breach of any laws by the PHN;
    b) any negligence or other wrongful act or omission of the PHN or any persons for whose acts or omissions the PHN is liable; and

    c) any breach of this agreement by the PHN.

Compliance with Privacy Laws

22. The parties must comply with all Commonwealth and State privacy, health records or similar legislation and regulations which the parties are required to comply with, including, the Health Records Act 2001 (Vic) the Privacy Act 1998 (Cth) and all relevant state and commonwealth laws. This clause will continue to have effect after the expiry or termination of this agreement.

Termination

23. Either Party may terminate this agreement at any time.
24. On termination of this agreement the Practice can request, from the PHN, the removal and destruction of all data the PHN collected from the Practice and uploaded to the POLAR Data Warehouse.
25. This agreement's Terms and Conditions are governed by the law of Victoria. The parties submit to the non-exclusive jurisdiction of the courts in the State of Victoria.

Signed for and on behalf of the Practice

_____
Signature

_____
Printed Name

_____
Position

In the presence of

_____
Signature

_____
Printed Name

_____
Date

Signed for and on behalf of the PHN

_____
Signature

_____
Printed Name

_____
Position

In the presence of

_____
Signature

_____
Printed Name

_____
Date