

Head Data Sharing and POLAR License Agreement

Practice Name

(office use only)

Contract Number

(office use only)

HEAD DATA SHARING AND POLAR LICENSE AGREEMENT

1. Introduction

EMPHN is funded by the Commonwealth Government to coordinate several practice support initiatives to ensure Practices provide evidence-based, best practice care, and have systems in place to measure and demonstrate outcomes, and monitor quality improvements, including the requirements associated with the Department of Health (DOH) Practice Incentives Program (PIP).

To support improvements in the delivery of primary health care, Eastern Melbourne Primary Health Network (EMPHN) is offering Practices in the EMPHN catchment area a head data sharing and software license agreement to assist in achieving these initiatives. This agreement replaces any prior agreements pertaining to the Software and data sharing described in the Agreement.

By signing this agreement, the Practice agrees to the following Terms and Conditions of the use of the data sharing and licensing of the Software.

2. Contact Details

2.1 Practice Details

Practice Legal Name	
Practice Trading Name (or As Above)	
Practice ABN	
Practice Address	
Practice Suburb and Postcode	
Practice PIP ID (for PIP QI)	
Authorised Practice Representative Contact Name and Position	
Authorised Practice Representative Telephone	
Authorised Practice Representative Email	
Practice Key Contact Name and Position (for Quality Improvement and Program Support)	
Key Contact Telephone	
Key Contact Email	

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2.2 EMPHN Details

Name	Eastern Melbourne Healthcare Network Ltd trading as Eastern Melbourne Primary Health Network
ABN	ABN 13 603 658 895
Contact Person and Position	Dr Stephen Weeding Manager Digital Health Transformation and Integration
Address, Suburb and Postcode	Level 4, 990 Whitehorse Road, Box Hill, 3128
Telephone	03 8814 2415
Email	digitalhealth@emphn.org.au

3. Commencement Date

This agreement commences on the date it is signed by both parties and continues until terminated under Clause 18.

4. Practice Incentives Program Quality Improvement (PIP QI)

<input type="checkbox"/> The Practice will participate in PIP QI	<input type="checkbox"/> The Practice does not intend to participate in PIP QI
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5. Definitions

Agreement: refers to this Head Data Sharing and POLAR License Agreement.

Clinical Information System (CIS): Computerised system used to collect, store, organise and share patient information used within a practice.

Data Custodian: Organisation or person who exercises overall responsibility for specific data in accordance with policies, guidelines and any specific conditions for use, integrity, access and protection applicable to that data.

Data Storage Facility: a storage facility including data warehouse and analytics which is governed by rigid data governance policy and framework and is in accordance with the appropriate levels of security and is compliant with all relevant legislation.

De-identified Data: Patient data that has undergone the removal of all Personal Information and alteration of other information that could potentially be used to re-identify an individual or the use of controls and safeguards in the data access environment to prevent re-identification.

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EMPHN: Eastern Melbourne Healthcare Network Ltd trading as Eastern Melbourne PHN, ABN 13 603 658 895, of Level 4, 990 Whitehorse Road, Box Hill 3128.

Improvement Measures: means quality improvement measures for the PIP QI Incentive issued by the Commonwealth Department of Health (https://www.health.gov.au/internet/main/publishing.nsf/Content/PIP-QI_Incentive_guidance).

Local Data Custodian: Practice that controls the collection, use, access, privacy and security of data at the Practice level.

National Data Custodian: means the Australian Institute of Health and Welfare established by the *Australian Institute of Health and Welfare Act 1987* (Cth) or another entity acting as the national data custodian in accordance with the PIP Eligible Data Set Data Governance Framework.

Personal Information: Information or an opinion about an identified individual or an individual who is reasonably identifiable.

PIP Eligible Data Set: means each set of De-identified Data, aggregated at the Practice level, that can be analysed by the demographic and clinical factors specified in the PIP Eligible Data Set Data Governance Framework. It is extracted from data collected and held by the Practice and is comprised of only those fields required to:

- (a) calculate the Improvement Measures; and
- (b) conduct approved analysis (such as sex and age).

For clarity:

- (a) the data set must not contain information that identifies or reasonably identifies a person; and
- (b) a reference to the 'PIP Eligible Data Set' is a reference to one or more PIP Eligible Data Sets extracted from time to time.

PIP Eligible Data Set Data Governance Framework: means the governance framework for the Practice Incentive Program issued by the Commonwealth Department of Health (https://www.health.gov.au/internet/main/publishing.nsf/Content/PIP-QI_Incentive_guidance).

Practice: The organisation as identified in Clause 2.1 of the Agreement.

Practice Data: Data read, captured, extracted and/or produced by the Software (in any form) from any PHN or Practice management system including, but not limited to, patient demographic data, patient diagnoses, medications, allergies, diagnostic reports and Medicare item numbers.

Practice Incentives Program Quality Improvement Incentive or **PIP QI Incentive:** means the program established by the Commonwealth Department of Health under which general practices work with Primary Health Networks to undertake continuous quality improvement activities through the collection and review of practice data on specified Improvement Measures.

PIP QI Guidelines: means the guidelines for the Practice Incentives Program Quality Improvement Incentives issued by the Commonwealth Department of Health (https://www.health.gov.au/internet/main/publishing.nsf/Content/PIP-QI_Incentive_guidance).

Regional Data Custodian: Entities responsible for the aggregation and control of data collection, use, access, privacy and security of data at the regional level, in this case Primary Health Networks.

Schedule: Schedule as attached, where it applies as pertaining to the Data Extraction Software used by the Practice.

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Software: The computer software that enables the automated collection of data from the Practice's clinical information system, de-identification of the data and secure transmission of the data to a Data Storage Facility.

Software Vendor: An individual or business selected by EMPHN to supply goods or provide services pertaining to the Software described in this agreement.

6. Purpose and Intent

- 6.1. This agreement is between EMPHN and the Practice.
- 6.2. The Practice agrees to the on-premises collection and storage of its patient data and uploading of De-identified Data via the Software described in the Schedule.
- 6.3. The Practice understands that De-identified Data sent to EMPHN may be used for population health planning, advocacy initiatives, quality improvement activities, and evaluation and research purposes subject to the terms of this agreement.
- 6.4. EMPHN has a formalised agreement with the Software Vendor who administers the Software and its associated tools described in the Schedule.
- 6.5. The following form a part of this agreement:
 - Schedule – Outcome Health POLAR Software
 - Appendix A – Data Use for Primary and Secondary Purposes and the Privacy Act
 - Appendix B – Data De-identification and the Privacy Act
 - Appendix C – POLAR Software Practice Poster

7. Patient Consent

- 7.1. The Practice is responsible for meeting privacy and consent requirements and obtaining specific patient consent to transfer health information to third parties for the purposes of data sharing under this agreement including quality improvement, clinical audit activities, and research.
- 7.2. The Practice acknowledges that the Software is managed on the basis of its individual patient's implied consent for use of the de-identified information in accordance with Core Standard 3.6 and Core Standard 6.3 of RACGP's Standards for general practices, 5th edition.
- 7.3. The Practice agrees to display an in-practice poster (similar to Appendix C) in a prominent position within their reception or waiting areas.

8. Data Extraction

- 8.1. The Practice agrees EMPHN or Software Vendor will supply and install the necessary Software tools to enable the automated data collection and uploading of data to a Data Storage Facility.

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- 8.2. The Practice agrees to maintain reasonable and ongoing availability of its information and communication technology (ICT), so the Software tools can enable the automated data collection and uploading of data to the Data Storage Facility.
- 8.3. Data extracted and/or produced by the Software (in any form) from the Practice management system includes, but is not limited to, patient demographic data, patient diagnoses, medications, allergies, diagnostic reports and Medicare item numbers.

9. Data Security

- 9.1. EMPHN acknowledges that the security of the Practice's computer hardware and software is critical to the day to day business of the Practice. Software installed by EMPHN or the Software Vendor complies with contemporary best practice methods to assure, encrypt and secure the transmission of De-identified Data to the Data Storage Facility.
- 9.2. As the nominated Local Data Custodian, the Practice agrees to follow existing professional and legal obligations to ensure the information contained in their patient files is current, accurate, securely stored, and confidential.

10. Data Ownership and Intellectual Property

- 10.1. For the purposes of this agreement and the collection and storage of data:
 - 10.1.1. The Practice is the owner of the data stored at the practice including identified Personal Information, excluding De-identified Data sent to the Data Storage Facility.
 - 10.1.2. The Practice is the Local Data Custodian of the data stored at the practice including identified Personal Information, excluding De-identified Data sent to the Data Storage Facility.
 - 10.1.3. EMPHN is the owner of the De-identified Data that has been sent to the Data Storage Facility.
 - 10.1.4. EMPHN is the Regional Data Custodian of the De-identified Data stored in the Data Storage Facility.
 - 10.1.5. Software Vendor is the Data Custodian of the De-identified Data stored in the Data Storage Facility as outlined in the Schedule.
 - 10.1.6. National Data Custodian is the Data Custodian of the aggregated PIP Eligible Data Set.
- 10.2. The parties agree that where this agreement states that a person is the owner of data, that person is deemed to hold all right, title and interest (including all intellectual property rights) in and to that data on its creation, and the other party assigns all of its existing and future right, title and interest (including all intellectual property rights) in and to such data to the owner.
- 10.3. The Practice grants to EMPHN an irrevocable, perpetual, worldwide, royalty free license to use, reproduce, modify, adapt and transmit the data, including the right to sublicense. However, this license is for non-commercial use of the data only. This license survives the termination of this agreement.

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11. Roles and Responsibilities

11.1. The Practice agrees to:

- 11.1.1. Meet the consent, privacy and data security responsibilities outlined in the agreement.
- 11.1.2. Employ best efforts and endeavours to ensure the accuracy and completeness of the data contained in their clinical information systems and use it to improve the quality of patient care and outcomes in collaboration with EMPHN.
- 11.1.3. Provide EMPHN reasonable access to a Practice Key Contact Person as outlined in Clause 2 and associated team members at the Practice to facilitate quality improvement activities, and resolve issues pertaining to the Software.
- 11.1.4. Provide EMPHN or the Software Vendor with access to the Practice hardware and software for the purposes specified in Clause 11.1.3 and Clause 11.2.

11.2. EMPHN agrees to:

- 11.2.1. Pay for costs associated with licensing and upgrades for the Software.
- 11.2.2. Coordinate with Software Vendor the set-up of Administrator user accounts, management and monitoring of access and ensure audit trails by unique user identification are available through the contracted Software Vendor outlined in the Schedule, ensuring these are current and fit for purpose with all necessary security and privacy safeguards in place.
- 11.2.3. Make reports available to the Practice including, but not limited to, general practice data quality, clinical areas of focus aligned with EMPHN priorities and the improvement measures defined within the Department of Health PIP Eligible Data Set.
- 11.2.4. Securely transfer aggregated De-identified Data collected from the Practice, if participating in PIP QI, to the National Data Custodian in accordance with Department of Health PIP Eligible Data Set Data Governance Framework.
- 11.2.5. Provide staff of the Practice with access to training for the Software as reasonably necessitated.
- 11.2.6. Provide advice pertaining to the Software if required.

12. Data use, Availability and Reporting

12.1. Regarding the Practice's data use and availability:

- 12.1.1. The Practice agrees that the Software and the reports and other information provided by the Software and EMPHN is of a general nature only and does not constitute medical advice or medical opinions of any kind. The Practice must independently verify the correctness of the reports and other information provided by the Software and EMPHN before relying thereupon in any respect or providing any advice or services based on such reports or information.
- 12.1.2. The Practice agrees that neither EMPHN or the Software Vendor provide medical services or medical opinions of any kind and that any medical or related services provided by the Practice to any patient are provided by the Practice alone and that EMPHN and the Software Vendor are not a party to

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any agreement for the provision of services to any medical patient and are not responsible for the performance of any such agreement.

- 12.1.3. If the Practice has indicated within this agreement that it is participating in PIP QI, the Practice agrees for EMPHN to share the Practice Name, Practice Address/Location and Practice PIP ID provided by the Practice in this agreement and their dates of data submission in accordance with the Australian Department of Human Services PIP QI directives described by the Australian Department of Health.
 - 12.1.4. The Practice agrees to the sharing of the relevant PIP Eligible Data Set with the National Data Custodian as requested by the Commonwealth Department of Health or National Data Custodian that may vary over time and will not identify the Practice or any practitioners.
 - 12.1.5. The Practice acknowledges that the National Data Custodian is the Data Custodian of the aggregated PIP Eligible Data Set as requested by the Commonwealth Department of Health or National Data Custodian that may vary over time and will not identify the Practice or any Practitioners.
 - 12.1.6. As the Local Data Custodian, the Practice may choose to use the data pertaining to the Practice presented through the Software at their own discretion, in alignment with the Terms and Conditions of this agreement.
 - 12.1.7. If the Practice wishes not to make their De-identified Data available for research or health planning, the authorised signatory of the Practice must provide written notification to EMPHN.
- 12.2. Regarding EMPHN data use and availability:
- 12.2.1. The De-identified Data will not be made available to any commercial entity (such as pharmaceutical companies) for marketing purposes.
 - 12.2.2. The De-identified Data will not be made wholly available to any third party other than the Software Vendor aligned with the purposes outlined in this agreement, without consent from the Practice.
 - 12.2.3. Any information captured or shared with EMPHN and the Software Vendor that includes clinician or other Practice staff details including but not limited to purposes such as account set-up or support will not be made available to external parties without the consent of the Practice.
 - 12.2.4. The De-identified Data may be used for population health planning, advocacy initiatives, research, quality improvement activities and evaluation.
 - 12.2.5. The De-identified Data may be used for local and national research purposes in conjunction with third parties such as universities and other research centres.
 - 12.2.6. Any publicly available report that contains the data received and stored by the Software or within this agreement, will not identify the Practice or any practitioners without prior consent from the Practice unless stated otherwise within the agreement.
 - 12.2.7. EMPHN will not attempt to re-identify the De-identified Data received from the Practice.

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13. PIP QI

- 13.1. Practices participating in PIP QI are subjected to the following:
- 13.1.1. National Data Custodian is the Data Custodian of the aggregated De-identified Data in accordance with the Department of Health PIP QI program. This aggregated, De-identified Data will only include data from practices participating in PIP QI. The data sent by EMPHN to the National Data Custodian will be aggregated and will not identify any individual general practice.
 - 13.1.2. If the Practice has indicated within this agreement that it is participating in PIP QI, EMPHN may identify the Practice using the Practice Name, Practice Address/Location and Practice PIP ID provided by the Practice in this agreement and their dates of data submission to EMPHN for the purpose of facilitating payment in accordance with the Department of Human Services PIP QI directives described by the Australian Department of Health to be found at https://www.health.gov.au/internet/main/publishing.nsf/Content/PIP-QI_Incentive_guidance.
 - 13.1.3. The parties agree to comply with the PIP Eligible Data Set Governance Framework and the PIP QI Guidelines during the term of this agreement.

14. Liability

- 14.1. All liability clauses in this agreement extend to installation and use of the Software including any conclusions reached through use of the data tools or any damage to practice or third-party information technology system or network.
- 14.2. The Practice acknowledges it holds professional indemnity insurance of not less than \$5 million per claim.
- 14.3. The Practice acknowledges it holds public liability insurance of not less than \$10 million per claim.

15. Compliance with Privacy Laws

- 15.1. 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 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.

16. Disputes

- 16.1. Disputes shall as far as possible, be satisfied by agreement between the parties within ten (10) Business Days of a party notifying the other party of the dispute in writing.
- 16.2. If the dispute is not resolved, the dispute is to be referred for mediation by a mediator agreed by the parties (or in the absence of any agreement, nominated by the Resolution Institute Chair for the time being) for resolution in accordance with the Resolution Institute mediation rules. The mediation must take place within the jurisdiction of the State of Victoria.

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- 16.3. Nothing in this clause prevents a party from initiating proceedings in a court.
- 16.4. For the avoidance of doubt, the Practice must continue to share data under this agreement notwithstanding a dispute, unless otherwise directed in writing by EMPHN.
- 16.5. The cost of any mediator will be shared equally between each of the disputing parties participating in the dispute resolution process under this Clause 16.
- 16.6. This Clause 16 shall survive termination of this agreement.

17. Complaints and Incidents

- 17.1. The Practice must ensure that outcomes of complaints and incidents in regard to service delivery under this agreement are regularly reviewed by senior clinical management and appropriate action is taken to reduce the recurrence of complaints and incidents.
- 17.2. Any complaint may be escalated to EMPHN, if the complaint is not resolved by the Practice, for EMPHN to address. Any complaints escalated to EMPHN requires the Practice to complete any required tasks as requested for EMPHN to take appropriate steps in relation to the complaint.
- 17.3. When the Practice identifies a clinical or corporate incident, the Practice must notify EMPHN.

18. Termination

- 18.1. Either Party may terminate this agreement at any time providing ten (10) business days' notice is given in writing.
- 18.2. On termination of this agreement the Practice can request in writing, from EMPHN, the removal and destruction of all data that EMPHN and the Software Vendor holds from the Practice since the commencement date.
- 18.3. The obligations under Clause 14, Clause 15, and Clause 16 will survive the expiry or termination of this agreement.
- 18.4. EMPHN 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.

19. General

- 19.1. This agreement is governed by the law of Victoria. The parties submit to the non-exclusive jurisdiction of the courts in the State of Victoria.

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20. Signatures

Executed as an agreement

Signed for and on behalf of **EMPHN** by its authorised signatories in the presence of:

Signature of authorised signatory

Full name of authorised signatory

Position of authorised signatory

Date

Signature of Witness

Full name of Witness

Position of Witness

Signed for and on behalf of **the Practice** by its authorised signatories in the presence of:

Signature of authorised signatory

Full name of authorised signatory

Position of authorised signatory

Date

Signature of Witness

Full name of Witness

Position of Witness

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Schedule – Outcome Health POLAR Software

1. Software Vendor

Melbourne East GP Network Ltd. trading as Outcome Health, ABN 86 129 637 4125, of Ground Floor, 1 Chapel Street, Blackburn, Victoria, 3130.

2. Software Product

POLAR Explorer platform including GP & PHN reporting (POLAR).

3. Description of Software Product and its components

The POLAR Explorer platform has been developed by Outcome Health specifically for use by General Practice and other health organisations. The system combines data extraction and reporting tools that enable analysis in a practical, user-friendly manner. POLAR GP, an in-practice auditing tool, allows practices to analyse their clinical and billing data to develop actionable insights about their patients and business. POLAR Explorer is a web-based analysis portal, used by health organisations such as Primary Health Networks, to conduct self-directed data analysis across a large range of de-identified datasets for population health planning, program development, evaluation and research.

4. Extraction method

POLAR extracts and encrypts data within the general practice environment, creating a secure POLAR Database that sits within the practice environment. This encrypted data is de-identified, then sent to the POLAR Data Warehouse. This de-identified, encrypted data is then provided for analysis via the Qlik Analytics Platform which facilitates in-practice re-identification of patients through a signature key that exists within the identified data held within the general practice environment.

All communications between clients and POLAR applications are encrypted with the latest encryption protocol, TLS 1.2 meaning that all data communication is secured and cannot be viewed by unauthorised parties.

POLAR operates under a data de-identification framework which governs all data extracted from the practice. In cases where identified data is extracted due to incorrect use of GP clinical software or identification within a free text field, POLAR will attempt to obfuscate or delete the data as per the framework, available in the POLAR help portal.

5. Data storage

The De-identified Data is stored in the Equinix data centre in Port Melbourne. Outcome Health owns and manages its own server infrastructure. Established support agreements with infrastructure partners are in place however these entities have no access to the data and systems managed by Outcome Health. Backups are scheduled based upon business needs and system type with data stored in a secure facility with a minimum of 30 days retention period.

POLAR utilises enterprise authentication systems using Kerberos protocol for managing both system and data access. User account passwords are scrambled and encrypted using highest encryption algorithms meaning that they can never be reversed engineered. Various physical, network, storage and organisation security measures are in place.

6. Data Set

Details on the data set extracted are available to the practice in the POLAR help portal.

7. Support Provided by vendor

Over the phone and remote login support services for software installations and product related troubleshooting and enquiries.

8. Relevant Links and more information

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. If a practice wishes to be identified in any research, this may be arranged with written consent from the Authorising Practice Staff member.

Website: <https://polargp.org.au>

Vendor's security statement: <https://polargp.org.au/data-security/>

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Appendix A – Data Use for Primary and Secondary Purposes and the Privacy Act

The Australian Privacy Principles (or APPs) are the foundation of the privacy protection framework in the Privacy Act 1988 (Privacy Act).

According to the Office of the Australian Information Commissioner under Australian Privacy Principle 6 (APP 6) - use or disclosure of personal information

“If [your health organisation]...holds personal information about an individual that was collected for a particular purpose (the primary purpose), [you]...must not use or disclose the information for another purpose (the secondary purpose) unless...the individual has consented to the use or disclosure of the information”¹

“Using or disclosing personal information where a permitted health situation exists

“Conducting research; compiling or analysing statistics; management, funding or monitoring of a health service

“6.49 An organisation may use or disclose health information about an individual for a secondary purpose if the use or disclosure is necessary for research, or the compilation or analysis of statistics, relevant to public health or public safety, and:

- it is impracticable to obtain the individual’s consent to the use or disclosure
- the use or disclosure is conducted in accordance with guidelines approved under s 95A,[18] and
- in the case of disclosure, the organisation reasonably believes that the recipient of the information will not disclose the information, or personal information derived from that information (s 16B(3))”¹

Data Use for Primary and Secondary Purposes

Practices are responsible for meeting the privacy and consent requirements for the use of patient data for primary and secondary purposes. Practices will have access to their identified data for primary and secondary purposes, and EMPHN will have access to De-identified Data for secondary purposes.

Practices may use their identified data for the primary purpose of providing a health service to their patients. Practices may use their identified data for the secondary purpose in the areas of, not limited to, clinical planning for patient treatment and care, health service improvement, business improvement, accreditation, and quality improvement.

Practices understand that De-identified Data sent to EMPHN may be used for the secondary purpose of population health planning, advocacy initiatives, quality improvement activities, and evaluation and research purposes subject to the terms of this agreement.

Practices participating in PIP QI understand that the aggregated and De-identified Data sent to EMPHN will be used for the secondary purpose in accordance with the Department of Health PIP QI program.

¹ Office of the Australian Information Commissioner (OAIC). Accessed 24 July 2020
<https://www.oaic.gov.au/privacy/australian-privacy-principles-guidelines/chapter-6-app-6-use-or-disclosure-of-personal-information/>

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Appendix B – Data De-identification and the Privacy Act

Data De-identification and the Privacy Act

According to the Office of the Australian Information Commissioner ¹

“De-identification is a privacy-enhancing tool. When done well, it can help [you] ... your ... obligations under the Privacy Act and build trust in your data governance practices.

“Information that has undergone an appropriate and robust de-identification process is not personal information, and is therefore not subject to the Privacy Act 1988 (Cth) (Privacy Act). Whether information is personal or de-identified will depend on the context. Information will be de-identified where the risk of an individual being re-identified in the data is very low in the relevant release context (or data access environment). ... Put another way, information will be de-identified where there is no reasonable likelihood of re-identification occurring.

“De-identification involves two steps. The first is the removal of direct identifiers. The second is taking one or both of the following additional steps:

- “the removal or alteration of other information that could potentially be used to re-identify an individual, and/or
- “the use of controls and safeguards in the data access environment to prevent re-identification.” ¹

De-identification Data Example

Figure 1 shows how the FINAL KEY is created by the Vendor Software before uploading De-identified Data to the Data Storage Facility:

1. A FINAL KEY is created for a patient’s De-identified Data by using information from their demographic information
2. Once generated, the FINAL KEY is scrambled (or hashed) creating the SIGNATURE HASH KEY. The De-identified Data is linked to the SIGNATURE HASH KEY ready for uploading.

Field	Last name	First name	Date of Birth	Gender
Data	Citizen	Sophia	01/01/1968	Female
Criteria	Letters 2, 3 & 4	Letters 1 & 3	dd/mm/yyyy=ddmmyy	Female = 2
Key Data	iti	sp	01011968	2
FINAL KEY	itisp010119682			
SIGNATURE HASH KEY	sqlpdhtbfod8ln6jkb3m96mn3n6m8			
Ready for uploading				

Figure 1. De-identification Data example

¹ Office of the Australian Information Commissioner (OAIC). Accessed 24 July 2020
<https://www.oaic.gov.au/privacy/australian-privacy-principles/read-the-australian-privacy-principles/>

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Appendix C – POLAR Software Practice Poster



POLAR:
Working for you and your community

Doctors at our clinic use POLAR software to help us provide you with the best medical care.

The information is secure, cannot identify patients and is shared with your local Primary Health Network to improve health services in the area.

The information is used for planning health services across your community.

Please let our reception staff know if you do not want your information to be included.

POLAR  **phn**
An Australian Government Initiative