

DATA MANAGEMENT AGREEMENT

1. PARTIES

This agreement is between:

Central and Eastern Sydney PHN *EIS Health Ltd.* ABN 68 603 815 818
principal office located Level 5, 201 Coward Street MASCOT NSW 2020

and

Practice

Practice address

2. BACKGROUND

- 2.1 The Department of Health PHN Grant Programme Guidelines indicates the role of PHN's in supporting continuous improvement which includes collecting data to support general practices in attaining the highest standards in safety and quality through showcasing and disseminating research and evidence of best practice
- 2.2 Collection, aggregation and analysis of data from various sources in the healthcare setting is important to compile a comprehensive population health profile in the local area under the CESP HN framework for data collection and reporting against specific key performance indicators and outcomes
- 2.3 General practices are an important source for collecting information that supports a population health approach, which aims to improve the health of the entire population and to reduce health inequalities among population groups
- 2.4 Implementation of a data extraction tool within general practice will be used as an instrument for data collection. Following collection of the data, data will be de-identified prior to secondary use by CESP HN
- 2.5 Supporting primary health care professionals and services across our region is a key goal of CESP HN, and the use of data is important to support general practices in improving patient care and achieving better health outcomes.

3. PURPOSE OF AGREEMENT

- 3.1 Set out how CESP HN will hold, maintain and administer data provided by the practice.
- 3.2 Set out the terms and conditions under which CESP HN will hold, use and disseminate the Supplied Data.
- 3.3 Ensure proper protection of the privacy and confidentiality of the practices Supplied Data.

4. PRIVACY AND CONFIDENTIALITY

- 4.1 The Privacy Act 1988 (Privacy Act) regulates how organisations collect and handle health information. The Privacy Act places a special emphasis on 'health information' that identifies a particular patient. Health information is specifically defined to include any personal information collected by a health service provider during the course of providing treatment and care to an individual.

- 4.2 It is the responsibility of the practice to comply with regulations for the collection, handling and disclosure of health information under the Privacy Act. CESPHN expects that practices will have a comprehensive privacy policy in place that complies with the Privacy Act and other relevant legislation.
- 4.3 No identifiable patient or healthcare provider information are included in de-identified data from your practice for purposes outlined in this agreement.
- 4.4 The data extraction tool used will render patient data drawn from practice databases un-identifiable, enabling it to be disclosed for research and statistical purposes under the Privacy Act. However, CESPHN considers de-identified information to be sufficient for its purposes of quality improvement and research relevant to public health (population health statistics).

5. USE, ACCESS AND DISCLOSURE

- 5.1 CESPHN may analyse practice's de-identified dataset/s for purposes of supplying feedback to the practice as part of a program or initiative the practice is engaging in.
- 5.2 Practice's de-identified datasets may be included as a fraction in aggregated reports for purposes of reporting to Department of Health relevant to national performance indicators.
- 5.3 Aggregated, de-identified data may also be used for data pooling and analysis across services and/or geographical areas in compilation with other data sources from a wide range of healthcare settings.
- 5.4 CESPHN will protect the confidentiality of practices under this agreement and no names of practices will be disclosed in any use of their de-identified data.
- 5.5 CESPHN will not send a practice's de-identified dataset to any third parties other than disclosed in this agreement without the practice's knowledge and authorisation.

6. PROTECTION OF INFORMATION

- 6.1 All reasonable administrative, technical and physical safeguards are taken to protect the Supplied Data from misuse, loss or any unauthorised access, use, modification or disclosure.
- 6.2 Only personnel who are involved in the performance of this agreement will have access to the Supplied Data.
- 6.3 CESPHN will ensure that only authorised staff have access to the minimum amount of information necessary to carry out their function on a strictly need to know basis.
- 6.4 CESPHN will comply with Privacy Act 1988 (Cth) and the Australian Privacy Principles in the use, collection, storage or disclosure of any personal and/or health information.

7. TERM AND TERMINATION

- 7.1 This agreement commences from the Commencement Date and will continue in force for so long as CESPHN continues to hold the Supplied Data.
- 7.2 The practice may direct CESPHN at any time in writing to return or destroy (at the discretion of the practice) de-identified data collections they have submitted for:
 - De-identified data collection/s from a specific month
 - De-identified data collections from multiple months All
 - de-identified data collections stored by CESPHN
 - 7.2.1 Within 30 days of receipt of the written notification, CESPHN will comply with such direction. The return or destruction of any data will not diminish or otherwise affect any other obligations under this agreement
- 7.3 The practice may notify CESPHN at any time in writing that it will supply no new data to CESPHN, but that CESPHN may retain and use all of the practices data currently held by CESPHN until further notice.
- 7.4 CESPHN will notify the practice in writing within 30 days of no longer being able to provide data repository services to the Practice.
- 7.5 In the event that CESPHN no longer holds any of the Practices data, this agreement will automatically terminate.
- 7.6 Either Party may immediately terminate this agreement on written notice to the other Party (defaulting Party), if the defaulting Party breaches this agreement.

