

Data Sharing Agreement – updated version

Explanatory Note regarding changes

27 August 2020

To address queries raised by General Practices, and in line with the Commonwealth Government's template data sharing agreement and the Commonwealth Department of Health's requirements for the extraction of the PIP QI Eligible Data Set, WAPHA's Data Sharing Agreement for the extraction and use of clinical practice data has been amended.

The key changes are:

1. Termination – both parties now have an additional right to terminate the Agreement if the other party breaches the Agreement or becomes bankrupt or insolvent.
2. Data extraction tool – the Agreement allows the Practice to decide how the data will be extracted from its system. The options are:
 - (a) WAPHA will provide the software extraction tool from PenCS and the relevant software licence for the CAT Plus suite of products to the Practice at WAPHA's cost, and if so, the Agreement sets out the obligations of both parties regarding how the data will be extracted; or
 - (b) If the Practice does not wish to use the PenCS software provided by WAPHA, then the Practice may extract its data from its clinical information software by using a 'JSON file', which only includes the PIP QI Eligible Data Set matched to PIP QI Technical Specifications. This type of file complies with the standard approved by the Commonwealth Department of Health. This file can then be uploaded to one of the following portals:
 - (i) PenCS PHN Portal provided by PenCS. This method provides a solution for Practices to securely transmit their practice data to the PHN and does not require Practices to have a data extraction tool with PenCS, but it does require the Practice to enter into an agreement with PenCS directly and pay any costs associated with this agreement to PenCS. This arrangement is to be agreed by the Practice with PenCS directly.
 - (ii) WAPHA Portal – which is a custom designed solution for Practices which will be available for Practices to use by 30 September 2020. WAPHA has been working closely with the Australian Institute of Health and Welfare (AIHW), as the national data custodians of the PIP QI Eligible Data Set, on a standardised reporting format to ensure consistency in how data is received from Practices and shared to AIHW. This method also does not require Practices to have a data extraction tool with PenCS. There is no cost to Practices to use the WAPHA Portal.
3. Privacy compliance – the Agreement clearly sets out the responsibility of each party to comply with all relevant privacy laws, and any other applicable data governance guidelines as prescribed by government with respect to clinical practice data.
4. Data set – if a Practice is using the PenCS data extraction tool, it can choose whether it agrees to share the full population health set of data or only the PIP Eligible data set.

5. Multiple practice locations – if a Practice has more than one location, and each location uses a practice management system that stores the practice data for each location on a master database, the Practice must disclose this to WAPHA and agrees that all practice data stored in the master database will be shared under the Agreement.
6. Ownership of the data – the Agreement now clearly identifies who owns the data:
 - (a) The Practice continues to own the data within its clinical data information system (Practice Data) and gives a limited licence to WAPHA to use this data only to the extent required to generate the Shared Data.
 - (b) WAPHA owns the Shared Data, which is the de-identified data set extracted and created from the Practice’s clinical data information system, and WAPHA gives a licence to the Practice for the Practice to use the Shared Data for non-commercial purposes under the Agreement. WAPHA may only use and disclose the Shared Data for the Permitted Purpose, which is for WAPHA’s purpose of improving health outcomes.
7. Liability and Risk – each party is responsible for their own actions under the Agreement and if they cause loss to the other party, including because they breach the privacy laws. However, each party’s liability is now limited and neither party is responsible for indirect or consequential loss. A Practice’s total liability under the Agreement is now limited to an amount of \$50,000, previously the liability was capped at \$1M. WAPHA’s liability is limited to re-supplying the services or paying the cost of having them re-supplied to the Practice.