

***Territory Kidney Care Project Data Participation Agreement***

*Between*

***Menzies School of Health Research***

*And*

***Northern Territory  
Department of Health***

*And*

***HEALTH SERVICE NAME***

Date

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Parties

**Menzies School of Health Research**

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(Menzies)

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**Northern Territory Department of Health**

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Health House, 87 Mitchell Street, Darwin  
PO Box 40596, Casuarina, NT 0811

(DoH)

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**HEALTH SERVICE NAME**

POSTAL  
ADDRESS

(The Health Service)

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Recitals

- A. Territory Kidney Care (**TKC or the System**) is an integrated clinical decision support system for the early identification and management of chronic kidney disease. TKC is a project of Menzies, supported by DoH.
  - B. The DoH will host the TKC Database and transfer DoH Data to TKC.
  - C. The Health Service is an Aboriginal health service provider that holds and owns the Health Service Data. The Health Service wishes to participate in the TKC and has agreed to transfer Health Service Data to TKC within DoH.
  - D. The parties now enter into this agreement (**Agreement**) to document the terms on which the Shared Data will be transferred to the TKC and may be used by the parties.
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The parties agree, in consideration of, among other things, the mutual promises contained in this document as follows:

## 1. Term

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- 1.1 This Agreement commences on the date it is signed and ends on the date of completion of Phase 4 of the implementation of TKC.
- 1.2 Upon the completion of Phase 4, this Agreement may be modified by mutual consent between the parties, to reflect the end of Menzies' role as project implementer and evaluator.

## 2. Termination

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The participating Health Service may terminate the Agreement at any time by notifying the other parties in writing.

## 3. Ownership of Shared Data:

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- 3.1 All Health Service Data transferred to the TKC Database shall remain the property of the Health Service and shall be returned to the Health Service or destroyed with the Health Service's written consent upon termination of this Agreement.
- 3.2 All DoH Data transferred to the TKC Database shall remain the property of DoH and shall be returned to the DoH or destroyed with DoH's written consent upon termination of this Agreement.

## 4. Management of Shared Data

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- 4.1 All Shared Data will be held in the TKC Database, located in the DoH.
- 4.2 The TKC System Owner is responsible to ensure that:
  - (a) The Data Warehouse is operated in accordance with *Australian Standard A/NZS ISO/IEC 17799:2001 Information Technology – Code of Practice for Information Security Management*;
  - (b) all Shared Data is held, used, stored and processed in accordance with:
    - (i) Privacy Law;
    - (ii) The Standards; and
    - (iii) Any requirements specified by the Health Service relating to management or disclosure of the Shared Data.

## 5. Access and Use of Shared Data

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- 5.1 The parties to this Agreement grant each other a right to access and use Shared Data solely for the Agreed Use Cases.

5.2 Further to clause 5.1, the parties to this Agreement grant the following Users the right to access and use Shared Data, for the limited additional purposes outlined in the below table.

User	Data Level Access	Right of access and use limited to the following purpose
TKC System Administrator	Full TKC Database access granted	To manage the technical operations of the TKC database, including troubleshooting on a daily basis and identifying immediate and longer-term threats to system functions and sustainability.
Clinical Support Unit	Full TKC Database access granted	To prepare TKC Outputs
TKC Project Team	Limited period access (from the date of this Agreement to 31 December 2020, unless otherwise agreed in writing) for the development, implementation and evaluation phase of the project. Once the system is fully transitioned to the DoH – the TKC Project Team will not have access to TKC Database information.	To manage and implement TKC, including testing and system quality, audit during build and test phase and to deliver TKC Database Evaluation Report during the project.

5.3 Any access to Shared Data must be in accordance with the DoH Data Security and Privacy Protocols, Privacy Law and the Standards.

5.4 Shared Data cannot be accessed by or disclosed to third parties other than as set out in this Agreement and the DoH Data Security and Privacy Protocols.

## 6. Transmission of Shared Data

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6.1 Shared Data must be transmitted between the Health Service or the DoH and the TKC Database via a secure and automated data extract delivery mechanism.

6.2 All Shared Data will undergo transformation in accordance with TKC Business Rules and Data Dictionary to comply with TKC Database requirements.

## 7. DoH Obligations

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7.1 The DOH agrees to:

(a) ensure that its Personnel:

(i) use the data solely for the purpose of performing the TCK Services under this Agreement, and not for any other purpose; and

- (ii) keep the data solely within the control of DoH and its Personnel, unless the Health Service otherwise approves, in writing;
- (b) host the TKC Database within its Data Warehouse;
- (c) comply with the Privacy Law and Standards;
- (d) be the Data Custodian of the Shared Data;
- (e) ensure Shared Data is only used for the purposes outlined in this Participation Agreement; and
- (f) participate with Menzies in the evaluation of TKC.

## 8. Health Service Obligations

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### 8.1 Each Health Service agrees to:

- (a) have a written policy in place that outlines that the Health Service will inform patients at the point of service that:
  - (i) attendance and participation in the Health Service may result in their Data being shared with the TKC Database; and
  - (ii) if their Data is shared with the TKC Database, that Data will be used to improve the quality, coverage and scope of health services and protect the public health;
- (b) provide Health Service patients with an opportunity to 'opt-out' of the TKC Database and take reasonable steps to ensure the information of patients who elect to opt out is not shared with the TKC Database;
- (c) ensure that information received via TKC Outputs is:
  - (i) accessed only by individuals with a legitimate need to access that information, based on their role within the Health Service; and
  - (ii) is used only for the TKC Agreed Use Cases.
- (d) ensure the Data entered into its clinical system is:
  - (i) relevant, accurate, timely, coherent and able to be interpreted.
- (e) complete the Health Service Implementation Plan; and
- (f) participate with Menzies in the evaluation of TKC.

## 9. Menzies' Obligations

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### 9.1 Menzies agrees to:

- (a) ensure that its Personnel:
  - (i) use the data solely for the purpose of performing the TKC Agreed Use Cases under this Agreement, and not for any other purpose; and
  - (ii) keep the data solely within the control of Menzies and its Personnel, unless the Health Service otherwise approves, in writing;

- (b) comply with the Privacy Law and the Standards;
- (c) oversee the TKC Project Team;
- (d) collaborate with stakeholders on the design and build of the TKC Database, and TKC's governance structures and implementation;
- (e) evaluate the impact of the System to:
  - (i) improve the care and management of people with kidney disease,
  - (ii) smooth the patient journey between primary and tertiary care;
  - (iii) better understand demand to assist with forward planning and advocacy for resourcing; and
  - (iv) provide a cost/benefit to individuals and health services.
- (f) work with DoH to determine mechanisms needed to provide ongoing support to the System and to transition the system to DoH seamlessly.

## 10. Reporting

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- 10.1 The Clinical Support Unit will provide reports to the Health Service as outlined in the Health Service Implementation Plan.
- 10.2 Reports will be delivered to the Health Service securely from the Clinical Support Unit in accordance with clause 6.

## 11. Confidentiality

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- 11.1 Each party and its Personnel must keep confidential, and not use or disclose, other than as permitted by this Agreement, this Agreement and any Confidential Information of any other party.
- 11.2 All parties shall comply with all Commonwealth and Territory laws and regulations governing the confidentiality of the information that is the subject of this Agreement.

## 12. Definitions

Agreed Use Cases	<p>means:</p> <p>(a) Treatment: for the provision, coordination or management of health care and related services;</p> <p>(b) Health Care Operations: to analyse Shared Data to develop a better understanding of the patient population and evaluate the impact of clinical interventions;</p> <p>(c) Evaluation: to evaluate the extent to which the TKC Database is achieving the TKC Objectives.</p>
Clinical Support Unit	means the DoH Nephrologists, CKD Nurses and CKD Informatics Nurse from both TEHS and CAHS who are named by DoH as members of the Clinical Support Unit for the purposes of this Agreement.
Confidential Information	<p>of a person, means all information (regardless of the form of disclosure or the medium used to store it):</p> <p>(a) treated by that person as confidential; or</p> <p>(b) which the person to whom it is disclosed ought to reasonably know is confidential.</p>
Data	means personal information or other data relating to an individual person.
Data Custodian	is the entity with responsibility for holding, maintaining, reviewing and securing the Shared Data.
Data Dictionary	means the set of information describing contents, format and structure of a database and relationship between its elements
Data Warehouse	A secure repository hosted by the DoH for storing electronic data from which data and reports can be generated. TKC data is held by the DoH.
DoH Data	All data owned and operated by the DoH, regardless of whether it has been transferred by the Health Service to the TKC.
DoH Data Security and Privacy Protocols	means Standards and Guidelines used by DoH (See Standards for list)
Health Service Data	means all data owned and operated by the Health Service, regardless of whether it has been transferred by the Health Service to the TKC.
Health Service Implementation Plan	means the document attached at Schedule 1.
Personnel	means the officers, employees, contractors (including subcontractors) and agents of a person or any of its related bodies corporate (as defined in the <i>Corporations Act 2001 (Cth)</i> ) and any other person that forms part of any of their supply chains.
Phase 4	means the Evaluation Phase of the System, which will be complete when written findings have been delivered by Menzies to the parties.
Privacy Law	Commonwealth Privacy Act 1988 and the NT Information Act 2017

Shared Data	Data shared by TKC Participants and stored in the TKC Database.
Standards	<p>means:</p> <ul style="list-style-type: none"> <li>(a) NT Public Sector Organisation Records and Information Management Standard;</li> <li>(b) Standard of Cultural Security outlined in the National Aboriginal and Torres Strait Islander Health Data Principles 2006;</li> <li>(c) DoH Privacy Policy;</li> <li>(d) DoH Data Guidelines;</li> <li>(e) NT Health Data Release Guidelines;</li> <li>(f) NTG – Digital Security Policy;</li> <li>(g) NTG ICT Access Standard;</li> <li>(h) NTG Data Governance Protocols</li> </ul>
TKC Business Rules	describes the operations, definitions and constraints applied to TKC.
TKC Database	means the Shared Data hosted by the DoH.
TKC Objectives	to support primary health clinicians to improve the identification and management of people with kidney disease, delay the progression to dialysis and support forward planning.
TKC Outputs	<ul style="list-style-type: none"> <li>(a) TKC Level 1 reports: provide individual patient advice from the CSU Nephrologist, directly to a clinician or the clinic manager. They contain identified patient information;</li> <li>(b) TKC Level 2 reports: provide lists of patients who are at high risk of progressing to CKD. These patients are not individually case managed by TKC Clinical Services Unit. Reports are designed to support health service patient management and may be used to improve operational aspects of care, for example a prioritisation of workload. Reports contain identified patient information and are provided by the Clinical Services Unit clinicians to Health Service in accordance with their established protocols (eg may be provided to the chronic disease coordinator, clinic manager). They can be customised to each health service, although it is intended that a suite of standardised reports will be developed to be delivered at pre-determined intervals; and</li> <li>(c) TKC Level 3 reports: intended for use by the Health Service to support their own service planning projections, advocacy and annual reporting. They can be customised although it is intended that a suite of standardised reports will be developed to be delivered at pre-determined intervals. The development of each Health Service Implementation Plan will identify to what level aggregated reports may be developed and shared among participant Health Services given that by joining TKC each health service becomes a provider and recipient of data in TKC.</li> </ul>



TKC Participants	means the parties to this Agreement and any third parties that participate in and share Data with the TKC Database and enter into a Data Participation Agreement on substantially the same terms as this Agreement.
TKC Project Team	means the team of personnel tasked with the design, build and test of TKC overseen by Menzies and includes DoH clinicians, private contractors and Menzies staff.
TKC Steering Committee	means the committee (10-14 members) responsible to provide strategic direction during the implementation and evaluation phases of TKC that meets annually in person and monthly by teleconference.
TKC System Owner	The DoH Chief Information Officer and his/her immediate delegates responsible for the function and security of the Datawarehouse and TKC in the DoH
User	means a user permitted to use and access the TKC Database in accordance with clause 6.2 of this Agreement.

### 13. Miscellaneous

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#### 13.1 Governing law and jurisdiction

- (a) This Agreement is governed by the law in force in the Northern Territory of, Australia.
- (b) Each party irrevocably submits to the non exclusive jurisdiction of courts exercising jurisdiction in the Northern Territory of, Australia and the courts having appeal from them.

#### 13.2 Relationship of the parties

- (a) The parties are not and are not to be taken to be in a partnership, joint venture, employment or fiduciary relationship.
- (b) Nothing in this Agreement gives a party authority to bind any other party in any way.

1. Schedule 1

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[Attach Health Service Implementation Plan]

**Executed** as agreement

**Executed** for and on behalf of  
by its representative in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of representative

\_\_\_\_\_  
Full name of witness (print)

\_\_\_\_\_  
Full name of representative (print)

\_\_\_\_\_  
Address of witness (print)

**Executed** for and on behalf of **HEALTH  
SERVICE NAME** by its representative in the  
presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of representative

\_\_\_\_\_  
Full name of witness (print)

\_\_\_\_\_  
Full name of representative (print)

\_\_\_\_\_  
Address of witness (print)

**Executed** for and on behalf of by its representative in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of representative

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Full name of witness (print)

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Full name of representative (print)

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Address of witness (print)