

## **FY 24/25 WQPHN Commissioned Service Providers (CSPs) Header Agreement Enhancements – Frequently Asked Questions**

### **Why were the Header Agreement enhancements necessary?**

The enhancements to the WQPHN Header Agreement were primarily driven by new obligations from the Commonwealth Department of Health and Aged Care (DoHAC), which funds all WQPHN activities. These changes are in line with the DoHAC acceptance (and implementation) of the recommendations made in the Australian National Audit Office (ANAO) report findings of the effectiveness of the (Commonwealth) Department of Health and Aged Care's (DoHAC) Performance Management of Primary Health Network including the new PHN Performance Measurement and Reporting Framework (PMRF) to be released soon.

### **What are some key enhancements made to the Header Agreement?**

Key updates include the inclusion of additional definition for clarity specifically deliverable performance, support and uptake of online platforms to deliver services more efficiently and effectively and or as required by the Commonwealth, if applicable. Based on feedback from our CSPs, WQPHN has also updated its Clause with regards to intellectual property rights. The clause will only apply to the Funding Agreement and its scope and reduce complications with intellectual property rights developed before and after the Funding Agreement. These further enhancements to the Header Agreement will also enable WQPHN to progress achievement towards ISO27001 accreditation, a requirement from the DoHAC for all PHNs by June 2026.

### **How will these changes impact the Commissioned Service Providers (CSPs)?**

The intention behind these updates is not to burden CSPs with additional work but to align with national standards, legislative changes, and ensure compliance without detracting from the crucial health improvement work being carried out. WQPHN is committed to working collaboratively with CSPs to manage these obligations effectively.

### **What areas do the enhancements specifically address?**

Enhancements specifically address areas such as reporting requirements, data collection, intellectual property rights, deliverable performance, and performance assessments. These areas have been updated to ensure compliance with the latest Commonwealth requirements and standards.

### **Will these enhancements affect the way CSPs operate on a daily basis?**

While there are new reporting and compliance obligations, WQPHN is dedicated to ensuring that these enhancements will not adversely affect the primary healthcare service provision. The aim is to enhance operational efficiency and governance while maintaining the focus on delivering quality primary healthcare services.

### **How will WQPHN support CSPs in adapting to these enhancements?**

WQPHN values the relationship with its CSPs and is committed to engaging in a consultative manner, providing support and guidance through the transition to the enhanced Header Agreement. WQPHN will also continue dialogue with the Commonwealth to ensure that the new obligations do not negatively impact commissioned primary healthcare service delivery in Western Queensland.

## Where can CSPs provide feedback or seek clarification?

CSPs are encouraged to reach out to WQPHN directly for any clarification, support, or to provide feedback. WQPHN cherishes its partnership with CSPs and is open to collaborative discussions to facilitate safe and quality service provision across Western Queensland.

Please kindly refer to **Appendix A** for detailed information regarding the FY 24/25 Header Agreement enhancements. For further information or to discuss the Header Agreement enhancements in more detail, please contact WQPHN directly at: [contracts@wqphn.com.au](mailto:contracts@wqphn.com.au).

## Appendix A – 24/25FY WQPHN Header Agreement – Enhancements

This document outlines the enhancements implemented in the Western Queensland Primary Health Network (WQPHN) Header Agreements with Commissioned Service Providers (CSPs) between the previous and current Financial Years (FY). The WQPHN Header Agreement serves as the contractual framework specifying the Terms and Conditions between WQPHN and CSPs. The revisions in the current Agreement not only align with the Australian National Audit Office (ANAO) report findings of the effectiveness of the (Commonwealth) Department of Health and Aged Care’s (DoHAC) Performance Management of Primary Health Network and recommendations agreed by the Commonwealth but include the new PHN Performance Measurement and Reporting Framework (PMRF). Overall, the enhancements underscore the paramount importance of delivering safe and high-quality services to all clients.

<b>23-24 FY WQPHN Header Agreement – Sections/Clause (C.) (shaded indicates enhancements made when compared to 24-25 WQPHN Header Agreement)</b>	<b>24-25 FY WQPHN Header Agreement – Sections/Clause (C.) (shaded indicates enhancements made when compared to 23-24 WQPHN Header Agreement)</b>	<b>24-25 FY WQPHN Header Agreement – Key Enhancement Description (blank indicates no change)</b>
Cover Signature Page	Cover Signature Page	New template with WQPHN branding and colours.
Content Page	Content Page	
Recitals	Recitals	
Clause 1 (C.1). Definitions and Interpretation	Clause 1 (C.1). Definitions and Interpretation	Inclusion of additional definition “deliverable performance” and updating of definition of intellectual property rights pertaining to this Agreement and its scope.
C.2. Engagement of Service Provider	C.2. Engagement of Service Provider	
C.3. Goods and Service Tax	C.3. Goods and Service Tax	
C.4. Service Provider Obligations	C.4. Service Provider Obligations	Updating the adoption of new virtual modalities and digital technologies specifically the uptake and use of online platform(s) to deliver the Services more efficiently and effectively and or as required by the Commonwealth, if applicable.
C.5. Reports	C.5. Reports	
C.6. Subcontracting	C.6. Subcontracting	
C.7. Conflict of Interest	C.7. Conflict of Interest	
C.8. Service Provider’s Warranties	C.8. Service Provider’s Warranties	
C.9. Confidential Information	C.9. Confidential Information	
C.10. Protection of Personal Information	C.10. Protection of Personal Information	
C.11. Intellectual Property Rights	C.11. Intellectual Property Rights	Updating the rights pertaining to

		this Agreement and its scope.
C.12. Moral Rights	C.12. Moral Rights	
C.13. Contact with Vulnerable Persons	C.13. Contact with Vulnerable Persons	
C.14. Access to Premises and Materials	C.14. Access to Premises and Materials	
C.15. Indemnity	C.15. Indemnity	
C.16. Insurance	C.16. Insurance	
C.17. Force Majeure	C.17. Force Majeure	Inclusion of compliance obligations for Service Provider in relation to disclosure of information relating to deliverable performance.
C.18 Invoicing	C.18 Invoicing	
C.19. Repayment of Funds	C.19. Repayment of Funds	
C.20. Termination	C.20. Termination	
C.21. Dispute Resolution	C.21. Dispute Resolution	
C.22. Commonwealth Requirements	C.22. Commonwealth Requirements	Inclusion of compliance obligations for Service Provider in relation to disclosure of information relating to deliverable performance pertaining to this Funding Agreement.
C.23. HealthPathways	C.23. HealthPathways	
C.24. Culturally Safe, Respectful and Competent Service Provision to First Nations, CALD and LGBTIQ	C.24. Culturally Safe, Respectful and Competent Service Provision to First Nations, CALD and LGBTIQ	
C.25. Reconciliation Action Plan (RAP) and National Reconciliation Week	C.25. Reconciliation Action Plan (RAP) and National Reconciliation Week	
C.26. Critical Incidents	C.26. Critical Incidents	
C.27. Compliance Checks	C.27. Compliance Checks	
C.28. Performance Assessment	C.28. Performance Assessment	Inclusion of Commonwealth obligations for all PHNs to ensure safe and quality service provision for all clients in accordance with the Commonwealth Performance Measurement and Reporting Framework (PMRF) (and associated Key Performance Indicators) for PHNs, related to funded service provision based on deliverable performance against the relevant performance criteria.
C.29. Eligible Data Breach Reporting Obligations	C.29. Eligible Data Breach Reporting Obligations	

C.30. Miscellaneous	C.30. Miscellaneous	Inclusion of compliance obligations for Service Provider in relation to publication of information relating to deliverable performance.
C.31. References for Noting Only	C.31. References for Noting Only	