

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 Commonwealth's compliance directives, the new PHN Performance Measurement and Reporting Framework (PMRF), and various legislative requirements, aiming to ensure the delivery of safe and high-quality services to all clients.

What are some key enhancements made to the Header Agreement?

Key updates include the inclusion of additional definitions for clarity, updated reporting and compliance obligations, and the introduction of subcontracting approval processes. Other significant enhancements involve the emphasis on culturally safe, respectful, and competent service provision, inclusion of Commonwealth obligations for all PHNs with regards to intellectual property improvements and compliance obligations related to the Australian Privacy Act and the National Safety and Quality Health Service Standards. Additionally, these enhancements will 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, subcontracting, conflict of interest, data collection, intellectual property rights, critical incidents, 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 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 .

Appendix A – 23-24 FY 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 the PHN with Commonwealth compliance obligations, including new PHN Performance Measurement and Reporting Framework (PMRF) and legislative requirements but also underscore the paramount importance of delivering safe and high-quality services to all clients.

22-23 FY WQPHN Header Agreement – Sections/Clause (C.) (shaded indicates similar or same to 23-24 WQPHN Header Agreement)	23-24 FY WQPHN Header Agreement – Sections/Clause (C.) (shaded indicates similar or same to 22-23 WQPHN Header Agreement)	23-24 FY WQPHN Header Agreement – Key Enhancement Description (blank indicates similar or same to 22-23 WQPHN Header Agreement)
Cover Signature Page	Cover Signature Page	
	Content Page	Inclusion of new contents page for ease of navigation.
Recitals	Recitals	
Clause 1 (C.1). Definitions and Interpretation	Clause 1 (C.1). Definitions and Interpretation	Inclusion of additional definitions.
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	Inclusion of Tools and Equipment (C.5.) from 22-23 WQPHN Header Agreement.
C.5. Tools and Equipment	C.5. Reports	Removal of previous Clause, and inclusion of reporting and compliance obligations including maintenance of complete and adequate data including financial and other records, and storage of all records and files, related to funded service provision in accordance with legislative requirements (Australian Privacy Act).
C.6. Subcontracting	C.6. Subcontracting	Inclusion of subcontracting approval and compliance obligations for Service Provider.
C.7. Conflict of Interest	C.7. Conflict of Interest	Inclusion of compliance obligations to report any Conflict of Interest, related to funded service provision.
C.8. Service Provider’s Warranties	C.8. Service Provider’s Warranties	Inclusion of warranties to ensure sound operation and governance of Service Provider.
C.9. Confidential Information	C.9. Confidential Information	Inclusion of Commonwealth obligations for all PHNs for confidentiality agreement, if required.
C.10. Protection of Personal	C.10. Protection of Personal	Inclusion of Commonwealth obligations for

Information	Information	all PHNs to undertake health needs assessment which may require Service Provider to provide de-identified data related to funded service provision to WQPHN to fulfil its annual obligation to Commonwealth. Previous compliance obligations for Service Provider to ensure all legislative requirements under the Australian Privacy Act remain.
C.11. Assessment of Intellectual Property Rights	C.11. Intellectual Property Rights	Inclusion of Commonwealth obligations for all PHNs with regards to intellectual property <i>improvements</i> and or <i>acquire</i> any intellectual property rights in relation thereto made during Agreement and cease of use of materials upon expiration/termination of Agreement.
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	
C.18 Invoicing	C.18 Invoicing	Inclusion of WQPHN Quality Management System obligations for Service Provider to ensure sound financial management.
C.19. Repayment of Funds	C.19. Repayment of Funds	Inclusion of WQPHN Quality Management System obligations for Service Provider to ensure sound financial management and reimbursement obligations to WQPHN.
C.20. Termination	C.20. Termination	Inclusion of Commonwealth restrictions on all PHNs impacting on funding and service provision.
C.21. Dispute Resolution	C.21. Dispute Resolution	
C.22. Miscellaneous* *Specific sub-sections headings are: No reliance Survival Relationship between the Parties Commonwealth Service Provider Severance Waiver	C.22. Commonwealth Requirements	Removal of previous Clause, and inclusion of Commonwealth obligations for all PHNs to comply with Commonwealth requirements including from the Auditor-General, the Privacy Commissioner, and the Commonwealth Ombudsman.
C.23. Notices	C.23. HealthPathways	Removal of previous Clause, and inclusion

		of Commonwealth obligations for all PHNs to ensure easy patient access to comprehensive, evidence-based assessment, management, and localised referral resources for specific health conditions through HealthPathways.
C.24. Organisational Assurance	C.24. Culturally Safe, Respectful and Competent Service Provision to First Nations, CALD and LGBTIQ	Removal of previous Clause, and inclusion of non-mandatory obligations for Service Providers to provide culturally safe, respectful and Competent services. This emphasizes the importance of health equity as per the Quintuple Aims and improve the quality of care and health outcomes for Aboriginal and Torres Strait Islander people based on the National Safety and Quality Health Service Standards.
	C.25. Reconciliation Action Plan (RAP) and National Reconciliation Week	Inclusion of non-mandatory obligations for Service Provider to contribute to the national reconciliation movement. This emphasizes the importance of health equity as per the Quintuple Aims and improve the quality of care and health outcomes for Aboriginal and Torres Strait Islander people based on the National Safety and Quality Health Service Standards.
	C.26. Critical Incidents	Inclusion of Commonwealth obligations for all PHNs to ensure safe and quality service provision for all clients, related to funded service provision, in accordance with National Safety and Quality Health Service Standards, and the National Safety and Quality Primary and Community Healthcare Standards.
	C.27. Compliance Checks	Inclusion of Commonwealth obligations for all PHNs to ensure safe and quality service provision for all clients, related to funded service provision, in accordance with National Safety and Quality Health Service Standards, and the National Safety and Quality Primary and Community Healthcare Standards.
	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.
	C.29. Eligible Data Breach Reporting Obligations	Inclusion of compliance obligations for Service Provider to ensure all legislative requirements under the Australian Privacy Act are complied. NOTE: 22-23 WQPHN Header Agreement addressed legislative requirements of data breach reporting obligations in separate Clauses (i.e., C.4., C.9.).
	C.30. Miscellaneous	Inclusion of compliance obligations for Service Provider in relation to: No reliance Survival Relationship between the parties Not to create obligations Non-exclusive Commonwealth Service Provider Severance Waiver Publication of Information No Assignment Further Assurance Electronic Signing Amendment Costs and Outlays Governing Law and Jurisdiction Notices
C.25. References for Noting Only	C.31. References for Noting Only	