

Local Primary Health Care Protocol

Wide Bay Hospital and Health Service

and

**Central Queensland, Wide Bay, Sunshine
Coast PHN**

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Introduction, Purpose and Objectives

1.1 Introduction

This Protocol recognises and builds on the existing cooperative relationship between the Wide Bay Hospital and Health Service (WBHHS) and the Central Queensland, Wide Bay, Sunshine Coast Primary Health Network (PHN), hereafter referred to as the Parties.

The Parties recognise they have a shared responsibility for the health and wellbeing of the Wide Bay communities and have a joint desire to cooperate in the planning and delivery of healthcare services that are accountable and responsive to the local needs.

The protocol is established in line with the requirements of the *Hospital and Health Boards Act 2011*, and the *Hospital and Health Boards Regulation 2012*.

This document is not a legal instrument. It articulates a set of shared goals, values and principles to guide working relationships in 'how we work together'. This document provides a general framework and a mechanism to enhance the relationship between the two sectors. Nothing in this Protocol confers a partnership, agency, employment or other relationship between the Parties and the Partnership Act of (1891) has no application.

This Protocol is not exhaustive. It is meant to underpin and support future local and regional agreements between the Parties.

1.2 Purpose

The purpose of the Protocol is to:

- Promote cooperation between the Parties in the planning and delivery of health services;
- Provide context and guidance to a range of initiatives that continue to be developed between the Parties;
- Improve the health outcomes of the communities of the Wide Bay, which includes the geographical areas of the North Burnett, Bundaberg and Fraser Coast local government areas and part of Gladstone Regional Council (Miriam Vale).

1.3 Joint Objectives

The Parties recognise that improved service delivery and health outcomes will be achieved by strengthening relationships and integration of health services across government providers, non-government providers, private providers and the community. Key issues for collaboration include:

- Identifying and prioritising local health needs;
- Informing joint planning and policy imperatives;
- Aligning outcomes with all relevant strategy documents including but not limited to the Parties' strategic plans, and the Queensland Government's objectives for the community.
- Enhancing service access, coordination and integration across the health continuum;
- Respectively and productively engaging with consumers and the community in the design, delivery, investment and evaluation of health services;
- Influencing and reforming those areas of the health system for which they have responsibility.

Guiding Principles

2.1 Collaboration Principles

In carrying out their respective roles and responsibilities under this Protocol and in seeking to achieve the activities documented within the Schedule the Parties shall:

- Act and work together in good faith and provide full information where possible to each other in relation to all relevant matters;
- Act independently but cooperate closely and work together with the other party with unity of purpose, mutual respect and support;
- Not unreasonably delay any action, approval, direction, determination or decision indicated under this Protocol;
- Seek to avoid duplication and overlap of their responsibilities and functions.

2.2 Business Principles

In their dealings with each other the Parties shall:

- Engage in effective and regular communication;
- Implement effective external communication strategies with members, consumers and other key stakeholders;
- Jointly develop activities, agreeing on the roles, responsibilities and accountabilities, including reporting and information tools;
- Jointly identify recommendations for sustainability, continuous improvements and key learnings from investments;
- Respect Parties' respective strengths and limitations;
- Mutually commit to the Protocol.

2.3 Service Delivery Principles

In designing, delivering and managing health services, the Parties shall commit to care that is:

- Person/patient centred;
- Relentlessly focused on safety;
- Delivered by the right team in the right place at the right time to the right clients.

Governance

This Protocol is exercised with regard to National and State strategies, policies, arrangements and standards. As outlined in the *Hospital and Health Boards Act (2011)*, the Protocol will be published in a way that allows the Protocol to be accessed by members of the public.

The Parties jointly agree to establishing governance and reporting structures where there is a joint funding of a service within the region.

3.1 Key Accountability

The Chief Executive Officers of the respective Parties will be the accountable officers responsible for the promotion, implementation and carriage of this Protocol.

3.2 Key Contact Person

Each Party is to nominate a key contact person for matters related to this Protocol. The named person will act as a single point of reference and coordination. Proposed initiatives and queries should be communicated to this representative prior to implementation and for the sake of resolution.

The key contact person will be responsible for:

- Coordinating their Party's involvement in the Protocol;
- Ensuring proposed joint initiatives match agreed strategic direction and priorities;
- Establishing new initiatives under the Protocol and ascertaining the type of working arrangement that will support it;
- Consolidated activity reporting.

For the WBHHS all correspondence should be directed via the MD18-WideBay-HSD-HOME@health.qld.gov.au email account in the first instance.

3.3 Scope and Priority of Initiatives

A variety of initiatives will be addressed under the Protocol ranging from funded contract arrangements through to collaborative endeavours based on the requirements of each Party's annual plans. Appendix 1 lists the agreed joint objectives.

New opportunities for joint activities may be added, as agreed in writing and signed by both Parties, as they arise.

3.4 Endorsement and Evaluation of Initiatives

All initiatives undertaken between the Parties are to take place within the context of this Protocol. Activities which occur outside this process will not be formally recognised or necessarily supported. Initiatives will be monitored on an ongoing basis and evaluated at least upon completion of project activity. Frequency and methods of evaluation for specific initiatives and projects will be agreed upon mutually.

Human research ethics committee advice and/or approval for an evaluation activity will be sought when required in line with the WBHHS procedure *Defining Research vs Non-Research (Audit/QI) and Outline of Appropriate Approvals*. Results will inform improvements in service delivery, collaborative working arrangements and research outcomes as appropriate.

3.5 Protocol Implementation, Variation and Review

Application of this Protocol will include building appropriate mechanisms to support:

- Open communication;
- Participation;
- Collaboration; and
- Shared Learning.

The term of this Protocol commences on the date of execution and will be subject to review within three years, or prior to this date with written agreement from both Parties.

Either party to the Protocol may vary the terms with the written approval of the other party. Such variations will become effective on the date of the agreed change of terms between the Parties.

3.6 Performance Outcomes

Measuring healthcare outcomes are an essential part of health service provision. No single outcome measure is sufficient to comprehensively capture any aspect of healthcare. This Protocol aims to effect systemic changes.

Evidence that this Protocol has achieved its purpose and objectives will be demonstrated through annual reporting to the respective Boards on the outcomes achieved.

Individual joint initiatives/project plans will detail reporting requirements and outcome measure and will be reported in line with agreed parameters.

3.7 Dispute Resolution

The Parties agree to resolve any dispute on this Protocol in the spirit of good will and compromise. In the event a resolution or agreement cannot be reached, a mediator can be used for the purpose of reaching an agreed outcome or position between the Parties.

General Considerations

4.1 Engagement and Cooperative Arrangements

Incorporation of feedback derived via various engagement mechanisms and cooperative arrangements is essential in providing an inclusive and responsive health service. All joint initiatives will be informed via input from clinicians, consumer, stakeholders and community engagement. Additional informed input will be sought from cooperative arrangements with other entities delivering services within the Primary Care sector across the Bundaberg, Faster Coast and North Burnett areas.

4.2 Intellectual Property

Intellectual Property developed as part of this Protocol will be owned by the HHS unless otherwise agreed. The HHS will grant the PHN a permanent, irrevocable, royalty-free licence to use, produce, adapt or exploit that Intellectual Property for any non-commercial purpose. For the avoidance of doubt, the ownership of Intellectual Property arising out of any initiative, activity or program arising from this Protocol but documented as a separate agreement will be separately negotiated by the parties and in such cases, any specific agreement in relation to Intellectual Property will prevail over this protocol.

4.3 Publication

The Parties are encouraged to publish information and/or evidence in relation to this Protocol, acknowledging the contribution of all relevant partners, stakeholders and funding contributors.

The Parties shall only use the name of the other Party in connection with any public announcement, advertising publication or promotion, with the prior written permission of the other Party, and in accordance with the relevant parties' corporate publication protocols.

Subject to any requirements of confidentiality and no adverse effect on the registration of any intellectual property rights of either of the Parties, the Parties may publish papers describing any part of the research carried out as part of this Protocol, or outcomes of that research, provided that the prior written approval of the other Party is obtained. Such prior written approval must not be unreasonably withheld.

4.4 Acknowledgement and Co-Branding

Unless otherwise agreed, the Parties must acknowledge, in accordance with the relevant parties' corporation publication protocols, the contribution of both Parties in any form of publications, presentations, promotional material, activities, advertisements or press releases concerning

matters arising under this Protocol and the joint activities contained within. This would include use of any intellectual property developed or the use of the Government logo and the branding of both Parties.

4.5 Public Reporting

This Protocol and any revision will be published on the website of each party for public access.

If one of the Parties wishes to issue media statements about a particular project or service which is the subject of this Protocol (or an appendix thereof), they are to first consult with the other party.

Performance outcomes associated with this Protocol will be mutually agreed and publically reported annually.

4.6 Media

Media statements relating to joint initiatives under this Protocol will be agreed to by both Parties prior to issue.

4.7 Separate Agreement

Initiatives, activities or programs referred to in this Protocol are indicative only. Any initiative, activity or program which is intended to create legally binding obligations or financial commitments for either party will be separately negotiated, documented and executed by the parties.

4.8 Data Management

The Parties agree that their conduct under this Protocol will not automatically facilitate data sharing, data exchange or data management and confirm the intention, as stated in paragraph 4.7, to negotiate and document any such initiative, activity or program separately. For the avoidance of doubt, the Parties warrant that they will comply with all applicable legislation or regulation relating to the protection of personal information, confidential information and/or health data at all times.

4.9 Conflict of Interest

A conflict of interest involves a conflict between official duties and private interests which could improperly influence the performance of official duties and responsibilities. *(A reasonable perception of a conflict of interest is where a fair minded person, properly informed as to the nature of the interests held by the decision maker, might reasonably perceive that the decision maker might be influenced in the performance of his or her official duties and responsibilities).*

A conflict of interest may be actual, perceived or potential. It can be pecuniary (involving financial gain or loss), or non-pecuniary (based on enmity or amity) and can arise from avoiding personal losses as well as gaining personal advantage, financial or otherwise.

Conflict of interest includes conflict of commitment (where an individual has multiple and incompatible public duties).

Both Parties are responsible for:

- a) assessing their own private and personal interests and whether they conflict or have the potential to conflict;
- b) disclosing and managing any actual, perceived or potential conflicts of interest, including reviewing disclosed conflicts on at least an annual basis to ensure that the information remains correct and that the management responses continue to be appropriate and effective; and
- c) not making decisions or seeking to influence the decisions of others in matters relating to an individual's private interest.

4.10 Confidentiality

Both Parties shall respect confidentiality of the Wide Bay Hospital and Health Service, and the Central Queensland, Wide Bay, Sunshine Coast Primary Health Network business.

5.1 APPENDIX 1 – Joint agreement

PRIORITY AREA	
Health System Planning and Performance Management	Annual joint meeting between the Boards to support shared strategic vision for the planning and delivery of healthcare services.
	Six monthly (or as required) meetings between Chief Executive Officers resulting in a shared strategic oversight of all agreements.
	Quarterly meetings with key operational staff on planning requirements, directions and outcomes, for the purposes managing and monitoring of: <ul style="list-style-type: none"> a) Planning b) Program delivery c) General operations d) Program evaluation e) Other research
	Reliable, secure and confidential mechanisms for the sharing of information will be negotiated between the Parties (see section 4.8)
Health System Integration	<p>Work collaboratively across the areas of:</p> <ul style="list-style-type: none"> a) Public health b) Integrated care c) Suicide prevention d) Sub-acute transitional care e) Clinician-led Health pathways f) Digital enablement, and g) Rural Health <p>to align aspects of care across specialty groups, such as:</p> <ul style="list-style-type: none"> a) Aboriginal and Torres Strait Islander Health b) Aged Care c) General medicine d) Cancer and Palliative Care e) Child and Youth f) Mental Health, and g) Alcohol and Other Drugs
General Practice	<p>Continuation of GPLO attendance at WBHHS meetings and forums to improve integration of care between general practitioners and WBHHS.</p> <p>Support GPLO service to improve transition of care and continuity of care between general practitioners and WBHHS.</p> <p>Support the improvement of transition of care and continuity of care.</p>

Executed by the Parties

For and on behalf of the Central Queensland, Wide Bay, Sunshine Coast PHN by:

Ms Pattie Hudson

SIGNED

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Chief Executive

Signature

06 / 12 / 2017

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Date

Witnessed by:

Narelle Norman

SIGNED

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Name

Signature

For and behalf of the Wide Bay Hospital and Health Service by:

Mr Adrian Pennington

SIGNED

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Chief Executive

Signature

07 / 12 / 2017

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Date

Witnessed by:

Peta Geaney

SIGNED

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Name

Signature