



Queensland Health

# Service Agreement 2022/23 – 2024/25

Torres and Cape Hospital and Health  
Service

**Deed of Amendment  
April 2024**



**Queensland  
Government**

**Torres and Cape Hospital and Health Service, Service Agreement 2022/23 - 2024/25  
Deed of Amendment April 2024**

## 1. Introduction

- 1.1 The Chief Executive, Queensland Health and Torres and Cape Hospital and Health Service (the **parties**) entered into a service agreement as required by section 35 of the *Hospital and Health Boards Act 2011* (the **Service Agreement**).
- 1.2 The Service Agreement commenced on 1 July 2022 and expires on 30 June 2025.
- 1.3 The parties wish to vary the terms and conditions of the Service Agreement and record the variations in this deed.

## 2. Variation

- 2.1 From the date the last party to this deed signs the deed, the parties agree that the Service Agreement is amended as follows:
  - (a) delete paragraph 4.6 (Schedule 2) and replace with the following text:

**4.6** Activity reconciliations will be undertaken in the End of Year Technical Amendment Window (FY24) and Amendment Window 2 (FY25) and will be derived through application of the methodology which is documented in the Activity Reconciliation specification sheet.
  - (b) delete 'Table 4 HHS Funding Allocation by Outcomes Framework Care Domain and replace it with the table in Schedule 1;
  - (c) delete 'Table 5 HHS Total Funding Allocation by Funding Source 2023/24' and replace it with the table in Schedule 2;
  - (d) delete 'Table 6 National Health Reform Funding' and replace it with the table in Schedule 3; and
  - (e) delete 'Table 7 Discretely Funded Programs (Non-ABF)' and replace it with the table in Schedule 4.
- 2.2 For completeness, the Service Agreement included in Schedule 5 contains all the amendments agreed by the parties up to and including the amendments recorded in clause 2 of this deed.

## 3. Acknowledgements

Each party agrees and acknowledges that:

- (a) if there is any inconsistency between this deed (including the Schedules) and the Service Agreement, this deed will prevail to the extent of the inconsistency; and
- (b) the Service Agreement, as amended, continues in full force and effect.

## 4. Notification requirements

- 4.1 The Chief Executive, Queensland Health will publish a copy of this deed on the Queensland Health website at [Service agreements and deeds of amendment | Queensland Health](#) within 14 calendar days of finalisation.
- 4.2 In accordance with clause A107 of the National Health Reform Agreement, the Chief Executive, Queensland Health will give the Administrator of the National Health Funding Pool a copy of this deed.

## 5. Entire Agreement

The Service Agreement as amended by this deed constitutes the entire agreement between the parties for its subject matter. Any prior arrangements, agreements, warranties, representations or undertakings are superseded.

## 6. Counterparts

- 6.1 This deed may be executed in two or more identical copy counterparts, each of which together will be deemed an original, but all of which together will constitute one and the same instrument.
- 6.2 If the signature of a party executing this deed is delivered by e-mail delivery of a '.pdf' format data file or equivalent of the entire deed to the other party, the signature will create a valid and binding obligation of the party with the same force and effect as if the signature were an original.
- 6.3 For the avoidance of doubt, this deed may be in the form of an electronic document and may be electronically signed.

## Execution

**Executed** as a deed in Queensland on the dates below

Signed and delivered as a deed by the Chief )  
Executive, Queensland Health: )



.....  
Signature of Chief Executive

MICHAEL WALSH

.....  
Name of Chief Executive (print)

05 / 04 / 2024

.....  
(date)

Signed and delivered as a deed for and on )  
behalf of the Torres and Cape Hospital and )  
Health Service:

.....  
Signature of Hospital and Health Board Chair

.....  
Name of Hospital and Health Board Chair (print)

.....  
(date)

# Execution

**Executed** as a deed in Queensland on the dates below

Signed and delivered as a deed by the Chief )  
Executive, Queensland Health: )

.....  
Signature of Chief Executive

MICHAEL WALSH  
.....  
Name of Chief Executive (print)

.....  
(date)

Signed and delivered as a deed for and on )  
behalf of the Torres and Cape Hospital and )  
Health Service:

 Digitally signed by Ella Kris  
DN: cn=Ella Kris, o=Torres and Cape Hospital  
and Health Service, ou=Board, email=TCHHS-  
Board-Chair@health.qld.gov.au, c=AU  
Date: 2024.03.28 15:40:09 +10'00'

.....  
Signature of Hospital and Health Board Chair

Ella Kris  
.....  
Name of Hospital and Health Board Chair (print)

28/03/2024  
.....  
(date)

## Schedule 1

**Table 4 HHS Funding by Outcomes Framework Care Domain**

| Care Domain   | Funding \$           | QWAU (Q26)    |
|---|----------------------|---------------|
| Prevention, early intervention, and primary health care | \$94,554,931         | 2,907         |
| Trauma and illness                                      | \$92,618,770         | 5,118         |
| Mental health and alcohol and other drugs               | \$19,744,827         | 193           |
| Cancer  | \$2,809,999          | 181           |
| Planned care  | \$25,111,143         | 1,688         |
| Maternity and neonates                                  | \$26,874,393         | 823           |
| Chronic and complex                                     | \$58,604,049         | 3,462         |
| Statewide services                                      | \$198,003            | 19            |
| Depreciation  | \$26,805,000         | 0             |
| <b>TOTAL</b>  | <b>\$347,321,115</b> | <b>14,390</b> |

## Schedule 2

Table 5 Torres and Cape HHS Total Funding Allocation by Funding Source 2023/24

| Funding Source                                 | 23-24 NWAU<br>(N2324) | 23-24 QWAU<br>(Q26) | 23-24 Agreed<br>(\$) |
|--|-----------------------|---------------------|----------------------|
| <b>NHRA Funding</b>                            |                       |                     |                      |
| <b>ABF Pool</b>                                |                       |                     |                      |
| <b>ABF Funding (In scope NHRA)<sup>1</sup></b> |                       |                     |                      |
| Commonwealth                                   | 0                     |                     | \$0                  |
| State  |                       | 0                   | \$0                  |
| State Specified Grants                         |                       |                     | \$0                  |
| State-wide Services                            |                       |                     | \$0                  |
| Restoring Planned Care                         | 0                     | 0                   | \$0                  |
| Long Stay Patient Recovery Funding             | 0                     | 0                   | \$0                  |
| <b>Total ABF Funding (in scope NHRA)</b>       | <b>0</b>              | <b>0</b>            | <b>\$0</b>           |
| <b>State Managed Fund</b>                      |                       |                     |                      |
| <b>Block Funding (State and Commonwealth)</b>  |                       |                     |                      |
| Small Rural Hospitals                          |                       | 12,806              | \$140,033,310        |
| Teaching, Training & Research                  |                       |                     | \$555,984            |
| Non-Admitted Child & Youth Mental Health       |                       |                     | \$2,491,106          |
| Non-Admitted Home Ventilation                  |                       |                     | \$0                  |
| Non-Admitted Mental Health                     |                       |                     | \$5,892,114          |
| Other Non-Admitted Service                     |                       |                     | \$0                  |
| Highly Specialised Therapies                   |                       |                     | \$0                  |
| Other Public Hospital Programs                 |                       |                     | \$0                  |
| <b>Total NHRA Funding</b>                      | <b>-</b>              | <b>12,806</b>       | <b>\$148,972,515</b> |
| <b>Out of Scope NHRA</b>                       |                       |                     |                      |
| <b>Queensland ABF Model</b>                    |                       |                     |                      |
| DVA  |                       | 16                  | \$96,329             |
| NIISQ/MAIC                                     |                       | 2                   | \$10,173             |
| Oral Health                                    |                       | 710                 | \$4,626,122          |
| Oral Health – FFA                              |                       | 28                  | \$161,936            |
| BreastScreen                                   |                       | 0                   | \$0                  |
| Child Health Checks                            |                       | 52                  | \$965,570            |
| <b>Total Queensland ABF Funding</b>            | <b>-</b>              | <b>809</b>          | <b>\$5,860,130</b>   |
| <b>Discretely Funded Programs<sup>2</sup></b>  |                       |                     |                      |
| Department of Health                           |                       |                     | \$123,003,901        |

<sup>1</sup> The split between Commonwealth and State NHRA funding will change during the year as the purchased activity targets are updated and the National Health Funding Board updates their payment advice accordingly.

<sup>2</sup> Includes all other (non-ABF) State and Commonwealth funded health services including, but not limited to, Prisoner Health, Public Health and Prevention Services.



| Funding Source  | 23-24 NWAU<br>(N2324) | 23-24 QWAU<br>(Q26) | 23-24 Agreed<br>(\$) |
|---|-----------------------|---------------------|----------------------|
| Locally Received Funds  |                       |                     | \$1,547,898          |
| Research (Other OSR)  |                       |                     | \$0                  |
| <b>Total Discretely Funded Programs</b>                               | <b>-</b>              | <b>-</b>            | <b>\$124,551,799</b> |
| <b>Own Source Revenue</b>   |                       |                     |                      |
| Private Patient Admitted Revenue <sup>3</sup>                         | 16                    | 16                  | \$92,819             |
| Pharmaceuticals Benefits Scheme                                       |                       | 395                 | \$1,591,692          |
| Non-Admitted Services   |                       | 332                 | \$17,119             |
| Other Activities <sup>4</sup>   |                       | 32                  | \$15,630,746         |
| Oral Health – CDBS  |                       | 0                   | \$186,631            |
| <b>Total Own Source Revenue</b>                                       | <b>-</b>              | <b>775</b>          | <b>\$17,519,007</b>  |
| Locally Received Funds (exc. Discretely Funded Programs) <sup>5</sup> |                       |                     | \$23,612,665         |
| Depreciation  |                       |                     | \$26,805,000         |
| <b>NPA COVID-19 Response</b>  |                       |                     |                      |
| Hospital Services Payment   |                       |                     | \$0                  |
| State Public Health Payment   |                       |                     | \$0                  |
| Vaccine Payment   |                       |                     | \$0                  |
| <b>Total NPA COVID-19 Response Funding</b>                            | <b>-</b>              | <b>-</b>            | <b>\$0</b>           |
| <b>GRAND TOTAL</b>  | <b>0</b>              | <b>14,390</b>       | <b>\$347,321,115</b> |

| <b>Pool Accounts</b>                                 |  |  |               |
|--|--|--|---------------|
| ABF Pool (National Health Funding Pool) <sup>6</sup> |  |  | \$0           |
| State Managed Fund <sup>7</sup>                      |  |  | \$148,972,515 |
| System Manager                                       |  |  | \$128,864,031 |

<sup>3</sup> The estimated value of the revenue earned from private patients, based on OSR estimates provided by the HHS.

<sup>4</sup> Incorporates all OSR which is not identified elsewhere in Table 5.

<sup>5</sup> Includes items such as training programs and donations. Does not include locally received funds associated with discretely funded programs, e.g. Transition Care.

<sup>6</sup> Articulates the financial payment made to support in-scope ABF services under the NHRA including DVA, NIISQ, MAIC and Breastscreen Services. Applies to all HHSs except Central West HHS and Torres and Cape HHS.

<sup>7</sup> Articulates the payment made for block funded services under the NHRA, DVA, NIISQ and MAIC services.

## Schedule 3

Table 6 National Health Reform Funding

| NHRA Funding Type                      | No. of In-scope services (NWAU) | No. of Out-of-scope services (QWAU) | ABF NEP (\$) | State Price (\$) | Funding for In-scope services at NEP (\$) | Cwlth contribution for In-scope services (\$) | State contribution for In-scope services (\$) | State contribution for Out-of-scope services (\$) | Total Cwlth and State contribution (\$) |
|--|---------------------------------|-------------------------------------|--------------|------------------|---|---|---|---|---|
| National Efficient Price (NEP)         |                                 | <i>a,b</i>                          |              | <i>c</i>         | <i>d</i>                                  |   |   | <i>e</i>  |   |
| <b>ABF Allocation (NWAU)</b>           |                                 |                                     |              |                  |   |   |   |   |   |
| Emergency Department                   | 0                               | 0                                   | \$6,032      | \$5,840          | \$0                                       | \$0   | \$0   | \$0   | \$0                                     |
| Acute Admitted                         | 0                               | 0                                   | \$6,032      | \$5,840          | \$0                                       | \$0   | \$0   | \$0   | \$0                                     |
| Admitted Mental Health                 | 0                               | 0                                   | \$6,032      | \$5,840          | \$0                                       | \$0   | \$0   | \$0   | \$0                                     |
| Sub-Acute                              | 0                               | 0                                   | \$6,032      | \$5,840          | \$0                                       | \$0   | \$0   | \$0   | \$0                                     |
| Non-Admitted                           | 0                               | 0                                   | \$6,032      | \$5,840          | \$0                                       | \$0   | \$0   | \$0   | \$0                                     |
| <b>Total ABF Allocation</b>            | <b>0</b>                        | <b>0</b>                            | <b>-</b>     | <b>-</b>         | <b>\$0</b>                                | <b>\$0</b>                                    | <b>\$0</b>                                    | <b>\$0</b>  | <b>\$0</b>                              |
| <b>Block Allocation</b>                |                                 |                                     |              |                  |   |   |   |   |   |
| Teaching Training and Research         |                                 |                                     |              |                  |   | \$113,229                                     | \$442,754                                     | \$0   | \$555,984                               |
| Small and Rural Hospitals <sup>8</sup> |                                 |                                     |              |                  |   | \$46,431,049                                  | \$93,602,262                                  | \$5,860,130                                       | \$145,893,441                           |

<sup>8</sup> Incorporating small regional and rural public hospitals, four specialist mental health facilities (Baillie Henderson Hospital, Jacaranda Place – Queensland Adolescent Extended Treatment Centre, The Park – Centre for Mental Health and Kirwan Rehabilitation Unit) and the Ellen Barron Family Centre.

| NHRA Funding Type                        | No. of In-scope services (NWAU) | No. of Out-of-scope services (QWAU) | ABF NEP (\$) | State Price (\$) | Funding for In-scope services at NEP (\$) | Cwlth contribution for In-scope services (\$) | State contribution for In-scope services (\$) | State contribution for Out-of-scope services (\$) | Total Cwlth and State contribution (\$) |
|--|---------------------------------|-------------------------------------|--------------|------------------|---|---|---|---|---|
| Non-Admitted Mental Health               |                                 |                                     |              |                  |   | \$2,195,000                                   | \$3,697,114                                   | \$0   | \$5,892,114                             |
| Non-Admitted Child & Youth Mental Health |                                 |                                     |              |                  |   | \$237,945                                     | \$2,253,161                                   | \$0   | \$2,491,106                             |
| Non-Admitted Home Ventilation            |                                 |                                     |              |                  |   | \$0   | \$0   | \$0   | \$0                                     |
| Other Non-Admitted Services              |                                 |                                     |              |                  |   | \$0   | \$0   | \$0   | \$0                                     |
| Other Public Hospital Programs           |                                 |                                     |              |                  |   | \$0   | \$0   | \$0   | \$0                                     |
| Highly Specialised Therapies             |                                 |                                     |              |                  |   | \$0   | \$0   | \$0   | \$0                                     |
| <b>Total Block Allocation</b>            | -                               | -                                   | -            | -                | -   | <b>\$48,977,224</b>                           | <b>\$99,995,291</b>                           | <b>\$5,860,130</b>                                | <b>\$154,832,645</b>                    |
| <b>Grand Total Funding Allocation</b>    |                                 |                                     |              |                  |   |   |   |   | <b>\$154,832,645</b>                    |

#### Notes

- a. QWAU refers to Queensland Weighted Activity Units.
- b. DVA, NIISQ/MAIC, Oral Health and BreastScreen. Also includes non-recurrent Planned Care Recovery and Long Stay initiative activity.
- c. Queensland Efficient Price used to Purchase growth QWAUs.
- d. NWAU x NEP.
- e. State funding transacted through the Pool/State Managed Fund Account; not covered under the NHRA.
  - NWAU estimates do not take account of cross-border activity.
  - NWAU estimates includes Virtual LHN (e.g. Surgery Connect) activity.

## Schedule 4

**Table 7 Discretely Funded Programs (Non-ABF)**

| <b>Discretely Funded Programs</b>        | <b>Revenue Models</b>  | <b>\$</b>            |
|--|------------------------|----------------------|
| Aged Care Assessment Program             | Commonwealth           | \$0                  |
| Alcohol, Tobacco and Other Drugs         | State                  | \$3,889,370          |
| Community Health Programs                | State                  | \$46,742,252         |
| Interstate Patients (QLD residents)      | State                  | \$179,516            |
| Other State Funding                      | State                  | \$39,739,805         |
| Patient Transport: PTSS                  | State                  | \$21,051,152         |
| Patient Transport: Aeromedical Retrieval | State                  | \$567,943            |
| Patient Transport                        | State                  | \$0                  |
| Prevention Services and Public Health    | Commonwealth           | \$3,501,680          |
|  | State                  | \$271,701            |
| Prisoner Primary Health Services         | State                  | \$0                  |
| Disability Residential Care Services     | State                  | \$0                  |
| Torres Strait Treaty                     | Commonwealth           | \$3,608,369          |
| Multi-purpose Health Services            | Commonwealth           | \$3,145,565          |
| Residential Aged Care Services           | Commonwealth           | \$204,583            |
|  | Locally Received Funds | \$0                  |
|  | State                  | \$26,855             |
| Transition Care                          | Locally Received Funds | \$0                  |
| Research                                 | Commonwealth           | \$75,108             |
|  | OSR                    | \$0                  |
| Home and Community Care (HACC) Program   | Locally Received Funds | \$1,547,898          |
| <b>Discretely Funded Programs Total</b>  |                        | <b>\$124,551,799</b> |
| <b>TOTAL</b>                             |                        | <b>\$124,551,799</b> |

## Schedule 5

Service agreement incorporating all amendments as a result of this deed.

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Queensland Health

# Service Agreement 2022/23 – 2024/25

Torres and Cape Hospital and Health  
Service

**April 2024 Revision**



**Queensland  
Government**

## **Torres and Cape Hospital and Health Service, Service Agreement 2022/23 - 2024/25**

Published by the State of Queensland, (Queensland Health), April 2024



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## Acknowledgement

Torres and Cape Hospital and Health Service acknowledges and respects the Traditional Owners of the land on which we live and work and acknowledges their continuing connection to the land and community which we serve. We pay respect to them, their culture, and their Elders past, present and future.

We recognise the First Nations peoples in Queensland are both Aboriginal Peoples and Torres Strait Islander Peoples, and support the cultural knowledge, determination, and commitment of Aboriginal and Torres Strait Islander communities in caring for health and wellbeing for millennia.

Torres and Cape Hospital and Health Service is proud to recognise and celebrate the cultural diversity of our communities and workforce and we acknowledge the following Traditional Owners and Custodians of the lands within the Torres and Cape:

- Ayabadhu
- Alngith
- Anathangayth
- Anggamudi
- Apalech
- Atambaya
- Angkamuthi
- Binthi
- Burunga
- Dingaal
- Girramay
- Gulaal
- Gugu Muminh
- Guugu-Yimidhirr
- Gudang
- Gudamaluilgal
- Kaantju
- Koko-bera
- Kokomini
- Kuku Taypan
- Kuku Yalanji
- Kunjen/Olkol
- Kuuku – Yani
- Kaiwalagal
- Kulkalgal
- Wik
- Wik Mungkan
- Wimarangga
- Yadhaykenu
- Lama Lama
- Mpalitjanh
- Munghan
- Maluilgal
- Meriam
- Ngaatha
- Ngayimburr
- Ngurrumungu
- Nugal
- Oolkoloo
- Oompala
- Peppan
- Puutch
- Sara
- Teppathiggi
- Thaayorre
- Thanakwithi
- Thiitharr
- Thuubi
- Tjungundji
- Uutaalnganu
- Wanam
- Warrangku
- Wathayn
- Waya
- Winchanam
- Wuthathi
- Yupungathi

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## 1. Introduction

- 1.1 In performing this service agreement, the Department and the Hospital and Health Service (HHS) will act consistently with the object of the *Hospital and Health Boards Act 2011* (Qld) (Act).
- 1.2 The Department and the HHS operate as part of a networked system and agree to work collaboratively with each other, with other HHSs and with the Queensland Ambulance Service in the best interests of the Queensland public sector health system.
- 1.3 The parties will ensure that planning and delivery of health services is consistent with the strategies and priorities set out by government. The parties recognise the importance of the HHS' Health Equity Strategy (as defined in the Act) and the parties' commitment to improving health and wellbeing outcomes and achieving health equity for Aboriginal and Torres Strait Islander peoples.

## 2. Scope

- 2.1 This service agreement covers the period from 1 July 2022 to 30 June 2025.
- 2.2 The parties have identified the services to be provided by the HHS, the funding for the provision of those services, the performance measures applicable to the services and data requirements.

## 3. Services

- 3.1 In delivering services, the HHS is required to meet:
  - (a) the applicable conditions of all national agreements and national partnership agreements between the Queensland Government and the Commonwealth Government and commitments under any related implementation plans; and
  - (b) the applicable conditions of each agreement or arrangement for funding between the Department and the HHS and commitments under any related implementation plans, which conditions and commitments may be recorded separately to this service agreement but for which funding is (or becomes) provided in Schedule 2.
- 3.2 The HHS is required to deliver the services outlined in this service agreement for which funding is provided in Schedule 2.
- 3.3 Where issues arise which prevent the HHS from providing a service or necessitate a reduction in the level or scope of a service provided, prompt notification must be made to the Department and impacted HHSs, with appropriate details. The HHS must minimise any clinical risk or adverse impact to patient experience that may result from service disruption. The Department will respond to the HHS on any requirements it has concerning service delivery and any adjustments triggered by under delivery.

- 3.4 If the HHS wishes to terminate or reduce service levels for a service for which funding is provided in Schedule 2, this will remain subject to negotiation and agreement by the Department at its discretion.
- 3.5 For any new services proposed during the term of this service agreement, the parties agree:
- (a) the service must meet a demonstrated clinical need and provide value for money;
  - (b) the commencement of a new service, including the implementation of new models of care, may occur where the service has been commissioned by the Department, a funding stream is in place and any conditions relating to the funding have already been agreed; and
  - (c) if the HHS wishes to commence providing a new service that has not been commissioned by the Department, this will remain subject to agreement by the Department at its discretion.
- 3.6 It is acknowledged that there may from time to time need to be service delivery changes between HHSs. Management of inter-HHS relationships should be informed by the following principles:
- (a) HHSs should maintain the proportion of out of HHS work undertaken unless as a result of agreed repatriation of patients;
  - (b) each HHS should manage patients from its own catchment population if it is within its clinical capability to do so as specified by the Clinical Services Capability Framework; and
  - (c) where it is proposed that a service move from one HHS to another, the Department will consider, as part of its review under clause 3.4 and 3.5, whether the respective Health Service Chief Executives endorse the proposed change in patient flows; and the funding required to follow the patient.

## 4. Performance and Accountability Framework

- 4.1 The Queensland Health Performance and Accountability Framework (the Performance and Accountability Framework) sets out the framework within which the Department monitors and manages the performance of public sector health services in Queensland.
- 4.2 The parties will act consistently with the Performance and Accountability Framework.
- 4.3 The Queensland Health Outcomes Framework (the Outcomes Framework) comprises four system level outcomes and eight care domains. Schedule 4 maps existing indicators in the Performance and Accountability Framework to the care domains of the Outcomes Framework.

## 5. Data supply requirements

- 5.1 The HHS will provide the Department with all clinical and non-clinical data that is reasonably required to support the effective management of the public sector health system. This will include, but is not limited to, data that is required to:
- (a) fulfil legislative obligations;
  - (b) deliver accountabilities and obligations to State and Commonwealth Governments; including related to the provision and reconciliation of activity data by the Administrator of the National Health Funding Pool;
  - (c) monitor and support performance improvement;
  - (d) manage this service agreement;
  - (e) support clinical innovation; and
  - (f) facilitate evaluation and audit.
- 5.2 The parties agree and acknowledge that:
- (a) the Department will keep the HHS informed of the Department's data requirements; and
  - (b) data will be provided as required, or permitted, by law.

## 6. Hospital and Health Service accountabilities

- 6.1 The HHS will perform its obligations under this service agreement.
- 6.2 As applicable to the HHS and its services, the HHS will comply with:
- (a) legislation and subordinate legislation, including the Act;
  - (b) cabinet decisions;
  - (c) Ministerial directives;
  - (d) agreements entered into between the Queensland and Commonwealth governments (or agreements with others in furtherance of such agreements), of which it is informed;
  - (e) agreements entered into between the Department and other Queensland Government entities, of which it is informed;
  - (f) all industrial instruments;
  - (g) all health service directives and health employment directives; and
  - (h) all policies, guidelines, and implementation standards, including human resource policies.
- 6.3 As part of the commitment to achieving First Nations health equity, the HHS will prioritise the elimination of racial discrimination and institutional racism within its service and ensure that Aboriginal and Torres Strait Islander peoples have access to culturally safe and responsive health services.

- 6.4 The HHS will ensure that effective health service planning and delivery systems are in place, working in collaboration with the Department.
- 6.5 The HHS will ensure that health service employees employed by the Chief Executive<sup>1</sup> who perform work for the HHS are managed in accordance with any applicable delegations and directions from the Chief Executive.
- 6.6 The HHS will ensure that effective asset management systems are in place (available online, as detailed in Appendix 1), that comply with the Queensland Government Building Policy Framework and Guideline, while working in collaboration with the Department.
- 6.7 The HHS will maintain accreditation to the standards required by the Department.
- 6.8 The HHS will appropriately perform and fulfil its functions under the Act.
- 6.9 The HHS will provide to the Chief Executive reports of a type, and at the intervals, agreed between the parties, or as reasonably specified by the Chief Executive.

## 7. Department accountabilities

- 7.1 The Department will perform its obligations under this service agreement including, in return for the HHS performing its obligations and delivering the services, providing funding to the HHS as stipulated in this service agreement (as amended).
- 7.2 The Department will:
  - (a) comply with applicable legislation and subordinate legislation, including the Act, as relates to this service agreement;
  - (b) perform the system manager role (as defined in the Act) through the Chief Executive; and
  - (c) provide a range of services to the HHS as set out in Schedule 3.
- 7.3 The Chief Executive will appoint health service employees to perform work for the HHS for the purpose of enabling the HHS to perform its functions under the Act.
- 7.4 The Chief Executive will consult, cooperate, and coordinate with the HHS to ensure legal compliance with the *Work Health and Safety Act 2011* and other legislation as it applies to the scope, nature and location of operations associated with this service agreement.
- 7.5 The Chief Executive will appropriately perform and fulfil their functions under the Act.

## 8. Achieving health equity with First Nations Queenslanders

- 8.1 Through legislative amendments to the Act and the Hospital and Health Boards Regulation 2012, and the release of *Making Tracks Together: Queensland's Aboriginal and Torres Strait Islander Health Equity Framework* (2021), Queensland Health has strengthened its

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<sup>1</sup> In this service agreement the term Chief Executive takes the meaning applied in the Act, which is the Chief Executive of Queensland Health, but which is generally referred to as the Director-General.

commitment to improving health and wellbeing outcomes and achieving health equity with First Nations peoples.

- 8.2 The HHS will develop and resource a First Nations Health Equity Strategy and Implementation Plan to demonstrate the HHS's activities and key performance measures to achieve health equity with First Nations peoples that is compliant with legislative requirements. The Health Equity Strategy will act as the principal accountability mechanism between the Aboriginal and Torres Strait Islander community and the HHS in achieving health equity with First Nations Queenslanders and forms a key part of the Queensland Government's commitment to the National Agreement on Closing the Gap (2020).
- 8.3 The HHS is required to review the Health Equity Strategy at least once every three years and will publish the Health Equity Strategy in a way that allows it to be accessed by members of the public.
- 8.4 The HHS will ensure that commitment and leadership is demonstrated through implementing the actions and achieving the key performance measures outlined in the Health Equity Strategy.
- 8.5 The HHS will report publicly on progress against the Health Equity Strategy.
- 8.6 The HHS will support the implementation of other supplementary policies and strategies to drive health equity across the public health system, including relevant election commitments.
- 8.7 The HHS will participate as a partner in the design, development and implementation of the new *Queensland First Nations Health Workforce Plan for Action*.

## 9. General

### 9.1 Sub-contracting

- (a) The HHS must have appropriate systems in place to ensure that any subcontractor is accredited (as applicable), qualified, and otherwise fit to perform any services for which it is contracted.
- (b) The HHS must ensure that any sub-contractor who has access to confidential information (as defined in the Act) or personal information (as defined in the *Information Privacy Act 2009 (Qld)*) complies with obligations no less onerous than those imposed on the HHS.

### 9.2 Insurance

The HHS must:

- (a) hold and maintain the types and levels of insurances that the HHS considers appropriate according to its functions and obligations; and
- (b) comply with reasonable requests or directions from the Department in this regard.

### 9.3 Amendment

The process for amending this service agreement is provided for under the Act and further outlined in Schedule 5.



## 10. Counterparts

- 10.1 This service agreement may be executed in two or more identical copy counterparts, each of which together will be deemed an original, but all of which together will constitute one and the same instrument.
- 10.2 In the event that any signature executing this service agreement or any part of this service agreement is delivered by facsimile transmission or by scanned e-mail delivery of a '.pdf' format data file or equivalent of the entire agreement, the signature will create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if the signature page were an original. For the avoidance of doubt, this service agreement may be in the form of an electronic document and may be electronically signed.
- 10.3 For execution under this clause 10 to be valid the entire service agreement upon execution by each individual party must be delivered to the remaining parties.

## Execution

The terms of this Service Agreement were agreed under the provisions set out in the *Hospital and Health Boards Act*, section 35 on 29 June 2022, and were subsequently amended by the Deeds of Amendment entered into pursuant to section 39 of the *Hospital and Health Boards Act 2011* and executed on 16 January 2023, 12 May 2023, 13 July 2023, 22 December 2023 and [insert 2023/24 Amendment Window 3 execution date].

This revised Service Agreement consolidates amendments arising from:

- Periodic Adjustment – COVID-19 Funding Transfer September 2022;
- Periodic Adjustment – COVID-19 Funding Transfer October 2022;
- 2022/23 Amendment Window 2 (in year variation);
- Periodic Adjustment – COVID-19 Funding Transfer December 2022;
- 2022/23 Amendment Window 3 (in year variation);
- Periodic Adjustment – COVID-19 Funding Transfer April 2023; and
- Extraordinary Amendment Proposal – May 2023.

## Schedule 1 HHS profile

### 1. HHS profile

Bordering with Papua New Guinea, Torres and Cape HHS provides public healthcare services to approximately 28,000 people spread widely across Cape York, the Northern Peninsula Area and the Torres Strait Islands. Sixty-seven percent of the population identify as Aboriginal and/or Torres Strait Islander (source: *Torres and Cape Hospital and Health Service Strategic Plan 2019 -2023 (version 2021)*)

Services are provided from a wide range of locations, many with a primary care focus. The HHS also supports outreach teams and visiting specialist services from other HHSs along with non-government providers.

Close partnerships between the HHS and a range of local organisations are instrumental to supporting the shared goal of delivering safe, sustainable and innovative services closer to home and improving health outcomes in the region. The HHSs key local partners include:

- Apunipima Cape York Health Council
- NPA Family & Community Services (Aboriginal and Torres Strait Islander Corporation)
- Torres Health Indigenous Corporation
- Northern Queensland Primary Health Network
- Royal Flying Doctor Service
- CheckUp
- Northern Aboriginal and Torres Strait Islander Health Alliance (NATSIHA)
- Queensland Aboriginal and Torres Strait Islander Health Council (QAIHC)
- Queensland Ambulance Service

## Schedule 2 Funding and purchased activity and services

This Schedule 2 sets out:

- (a) the services which are to be provided by the HHS;
- (b) the activity purchased by the Department from the HHS;
- (c) the funding provided for delivery of the purchased activity;
- (d) the allocation of funding provided against the care domains of the Outcomes Framework;
- (e) the criteria and processes for financial adjustments associated with the delivery of purchased activity and specific funding allocations; and
- (f) the sources of funding that this service agreement is based on and the way these funds will be provided to the HHS.

### 1. Introduction

1.1 The HHS will deliver the services for which funding is provided in this Schedule 2. In providing these services, the HHS will ensure that:

- (a) all statewide and national policy frameworks, guidelines, protocols and implementation standards applicable to the service provided are followed;
- (b) participation in national programs is facilitated and supported, including where these programs are provided by the Commonwealth Government;
- (c) service delivery partnerships, including with other HHSs, primary care organisations and non-government organisations, are maintained and operate effectively;
- (d) collaboration and engagement with other service providers and stakeholders is initiated and maintained to ensure that an integrated system of treatment, care and support is in place and to facilitate the delivery of comprehensive and effective services. This may include but is not limited to:
  - (i) other HHSs;
  - (ii) non-government organisations;
  - (iii) Aboriginal and Torres Strait Islander community-controlled health organisations;
  - (iv) Queensland Ambulance Service;
  - (v) services provided through the Department of Health (for example, Pathology Queensland);
  - (vi) primary care providers;

- (vii) other government departments and agencies; and
- (viii) private providers;
- (e) models of care and service delivery arrangements are consistent with evidence-based practice and offer value for money;
- (f) services are provided on an equitable basis to the community, and processes are in place to ensure that services reach identified target populations, high risk groups and hard to reach communities;
- (g) referral networks and pathways continue to operate effectively; and
- (h) innovation and continuous improvement are supported.

## 2. Purchased health services

2.1 Table 4 shows the allocation of funding from the Department to the HHS across the care domains of the Outcomes Framework. Table 5, Table 6, and Table 7 outline the activity and service streams which the Department agrees to purchase from the HHS pursuant to this service agreement.

2.2 More generally, this will include the following:

### 2.3 Statewide Services

- (a) The designation of a service as a statewide service (either a clinical statewide service or a clinical support statewide service) will be determined by the Department, consistent with the stipulated governance arrangements for such services.
- (b) The HHS will:
  - (i) collaborate with the Department and other HHSs in the implementation of, and adherence to, the governance and oversight arrangements for statewide services;
  - (ii) participate in, and contribute to, the staged review of the purchasing model for identified statewide services; and
  - (iii) ensure that referral pathways in and out of each statewide service are followed.

### 2.4 Clinical Statewide Services and Clinical Support Statewide Services provided

This clause does not apply to this HHS.

#### Table 1 Statewide Services

This table does not apply to this HHS.

### 2.5 Regional services

This clause does not apply to this HHS.

## 2.6 Prevention services and population health services

- (a) The HHS will provide a range of services with a focus on the prevention of ill-health and disease, including:
- (i) Specialist Public Health Units;
  - (ii) preventive health services;
  - (iii) immunisation services;
  - (iv) sexually transmissible infections including HIV and viral hepatitis;
  - (v) tuberculosis services; and
  - (vi) population health screening including, but not limited to, cancer screening services and newborn blood spot screening.
- (b) Services will be provided in line with public health related legislation and the service delivery and reporting requirements outlined in the *Public Health Practice Manual*, as these relate to the services provided.

## 2.7 Aboriginal and Torres Strait Islander health services

The HHS will provide Aboriginal and Torres Strait Islander specific health services and initiatives consistent with the principles and objectives of the Queensland Government's *Making Tracks towards closing the gap in health outcomes for Indigenous Queenslanders by 2033 – Policy and Accountability Framework*. These service and initiatives will be delivered in line with guidance from the Aboriginal and Torres Strait Islander Health Division.

## 2.8 Mental health, alcohol and other drugs services

The HHS will provide treatment, care and support for individuals who are, or may be, experiencing substance use disorders and/or other mental health disorders, mental health crisis and suicidal distress, and their families and carers. Services will be delivered in line with guidance from the Mental Health, Alcohol and Other Drugs Strategy and Planning Branch.

## 2.9 Oral health services

The HHS will provide oral health services to people who meet the eligibility criteria for accessing public dental services in Queensland. Services will be delivered in line with guidance from the Office of the Chief Dental Officer.

## 2.10 Prisoner health services

This clause does not apply to this HHS.

## 2.11 Youth detention services

This clause does not apply to this HHS.

## 2.12 Refugee health

This clause does not apply to this HHS.

### 2.13 State-funded outreach services

- (a) Where state-funded outreach services are provided:
  - (i) funding for the service will remain part of the providing HHS's funding allocation; and
  - (ii) the activity must be recorded at the HHS where the outreach service is being provided
- (b) Any changes to the provision of outreach services will follow the requirements set out in clause 3 of this service agreement.

## 3. Teaching, training and research

The HHS will provide the teaching, training and research programs for which funding is provided within Schedule 2 and as described below.

### 3.1 Clinical education and training

- (a) The HHS will provide education and training placements for the following professional groups consistent with and proportionate to the capacity of the HHS and will support and align with stipulated placement terms governing clinical placements in Queensland Health facilities:
  - (i) medical students;
  - (ii) nursing and midwifery students;
  - (iii) pre-entry clinical allied health students;
  - (iv) interns;
  - (v) rural generalist trainees;
  - (vi) vocational medical trainees;
  - (vii) first year nurses and midwives;
  - (viii) re-entry to professional register nursing and midwifery candidates;
  - (ix) dental students;
  - (x) allied health rural generalist training positions;
  - (xi) Aboriginal and Torres Strait Islander Health Workers and Aboriginal and Torres Strait Islander Health Practitioners.
- (b) The HHS will comply with the state-wide vocational medical training pathways.
- (c) The HHS will support profession specific and inter-profession statewide allied health clinical education programs.
- (d) The HHS will continue to implement and retain the following positions provided through clauses to the *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No 4) 2022*:

- (i) health practitioner research positions provided through the Research Package for Health Practitioners; and
  - (ii) clinical educator positions provided through the Clinical Education Management Initiative for Health Practitioners.
- (e) The HHS will maintain or increase its contribution of staff to the Queensland Country Relieving Doctors and the receiving HHS will be responsible for wages, clinical governance, and appropriate supervision of the junior medical relievers.

### 3.2 **Statewide training, education, and research**

This clause does not apply to this HHS.

### 3.3 **Health and medical research**

The HHS will:

- (a) develop and implement a strategy to drive increased research activity and its translation into clinical practice;
- (b) support increased and equitable access to clinical trials for patients;
- (c) support clinicians to undertake research linked to their practice; and
- (d) ensure high quality and timely research governance approval processes.

## 4. **Delivery of purchased activity**

- 4.1 The Department and the HHS will monitor actual activity against purchased levels and will act as necessary to ensure delivery of purchased levels is achieved. The HHS has a responsibility to only recognise revenue that is linked with actual activity delivered against purchased volumes.
- 4.2 The HHS will actively monitor variances from purchased activity levels and notify the Department as soon as the HHS becomes aware of significant variances.
- 4.3 The HHS will also notify the Department of deliberate changes to the consistent recording of activity within year that would result in additional activity being recorded for existing health services.
- 4.4 If the HHS wishes to convert activity between purchased activity types, programs, and levels the HHS must negotiate this with the Department based on a sound needs based rationale.
- 4.5 The Department will reconcile in-scope activity, as defined in the Activity Reconciliation specification sheet (available online, as detailed in Appendix 1), delivered by the HHS against the purchased in-scope activity targets outlined in Table 5.
- 4.6 Activity reconciliations will be undertaken in the End of Year Technical Amendment Window (FY24) and Amendment Window 2 (FY25) and will be derived through application of the methodology which is documented in the Activity Reconciliation specification sheet.
- 4.7 Should the HHS be unable to deliver the activity that has been funded a financial adjustment will be applied.



- 4.8 Funding and corresponding activity that is withdrawn from the HHS may be reallocated to an alternate provider that can undertake the activity.
- 4.9 Any resulting changes to funding and purchased activity levels will be actioned through the processes outlined in Schedules 2 and 5 of this service agreement.
- 4.10 The HHS will maintain its efforts to accurately record the delivered activity and submit this data to the Department in accordance with the agreed requirements.

## 5. Delivery of purchased services

- 5.1 As part of the service agreement, the Department purchases a range of services (or deliverables) from the HHS for the delivery of certain programs and projects.
- 5.2 These program or project services may be the subject of separately agreed conditions tied to that funding and the focus of detailed monitoring by the Department.
- 5.3 Conditions may include, but are not limited to:
- (a) establishment and/or commencement of services;
  - (b) delivery of activity;
  - (c) workforce obligations;
  - (d) establishment of oversight committees;
  - (e) opening or upgrades to facilities;
  - (f) program evaluation;
  - (g) program management;
  - (h) reporting or notification obligations; and
  - (i) attainment of performance standards.
- 5.4 The HHS will ensure that the conditions are achieved within the stipulated time period.
- 5.5 The HHS will notify the Department if the HHS forecasts an inability to achieve program or project objectives or the conditions.
- 5.6 The Department may withdraw allocated funding pro rata to the level of under delivery if the services for a specified program or project are not being fully delivered according to the objectives or conditions.
- 5.7 Any resulting changes to funding and purchased activity levels will be actioned through the processes outlined in Schedules 2 and 5 of this service agreement.

## 6. Financial adjustments

### 6.1 Activity targets

- (a) The Department will initiate a joint process with the HHS to determine whether a financial adjustment should be applied in relation to any purchased activity which

has breached the thresholds identified bi-annually. This process will take into account any relevant matters that have been identified in a review/analysis of the breach as well as the outcomes of the activity plan implemented to address the activity breach.

- (b) Activity will be monitored at the purchasing hierarchy level. Providing the HHS meets all relevant KPIs and specific funding allocations, the HHS has the ability to negotiate the transfer of activity across the purchasing hierarchy with the Department.
- (c) Table demonstrates the financial adjustment that will be applied when activity thresholds have been breached.
- (d) The HHS may not utilise the provisions within AASB15 *Revenue from Contracts with Customers* to override the application of any financial adjustment made by the Department in line with Table 2.

**Table 2 Financial adjustments applied on breach of activity thresholds**

| Example of Breach  | Description   | Financial Adjustment   |
|--|---|--|
| Over performance   | Activity exceeds that specified in the service agreement value for in-scope activity as shown in Table 5. | Purchasing contracts are capped and an HHS will not be paid for additional activity apart from activity that is in scope for the identified purchasing incentives as set out in Table 3.                                   |
| Under performance  | Activity is below that specified for in-scope activity as shown in Table 5.                               | Purchased activity and the related funding will be withdrawn at 100% of the Queensland Efficient Price and reallocated to an alternate provider that can undertake the activity. Refer to Table 5 for the HHS QWAU target. |
| Failure to deliver on service commitments linked to specific funding allocations                                     | Specific funding allocations<br>National Partnership Agreements.  | It is at the discretion of the Department to withdraw allocated funding pro rata to the level of under delivery.   |
| For all other types of activity variance, any financial adjustment will be made at the discretion of the Department. |   |  |

## 6.2 Purchasing incentives

- (a) The purchasing approach includes a range of funding adjustments that aim to incentivise high quality and high priority activity, support innovation and evidence-based practice, deliver additional capacity through clinically and cost-effective models of care and dis-incentivise care providing insufficient or no benefit for patients. This includes incentive payments for HHSs who achieve targets in specific priority areas. The purchasing incentives are detailed in Table 3. The Department must reconcile the applicable purchasing incentives in Table 3 in line with the timeframes specified in the relevant purchasing specification sheet. The Department must provide a copy of the reconciliation statement to the HHS.
- (b) Funding adjustments must be based on the requirements contained in the relevant purchasing specification sheet for that purchasing incentive.
- (c) Any resulting changes to funding and purchased activity levels will be actioned through the processes outlined in Schedules 2 and 5 of this service agreement.

**Table 3 Purchasing Incentives 2023/24**

| <b>Incentive</b>                            |  |
|---|--|
| <b>Purchasing incentives</b>                |  |
| Connected Community Pathways                | Funding to incentivise evidence-based and innovative models of care which promote the delivery of care outside acute facilities and support shared-care partnership arrangements.  |
| Virtual care incentive                      | Incentive funding to increase the number of specialist outpatient services which are provided in virtual settings.   |
| Own source revenue (OSR) growth             | Incentivise the recognition of OSR through matching growth in OSR with public activity growth funding.   |
| Models of care/workforce                    | This program is under development with likely initial focus on incentivising specific models of care and the use of workforce operating at top of scope where staff have not been available in a traditional model of care.  |
| <b>ABF model localisations</b>              |  |
| Maternity care for First Nations women      | QWAUs for achieving two Closing the Gap targets for First Nations women: <ul style="list-style-type: none"> <li>to attend five or more antenatal visits with their first antenatal first taking place in the first trimester; and</li> <li>to stop smoking by 20 weeks gestation.</li> </ul> |
| Sentinel events                             | Payment withdrawn for sentinel events as per the national ABF model.   |
| Advance Care Planning (ACP)                 | QWAUs for HHSs offering ACP discussions to admitted patients, non-admitted outpatients, community health patients and Emergency Department patients.   |
| Emergency Department Did Not Wait (DNW)     | Zero QWAUs for DNWs.   |
| Fractured neck of femur                     | QWAUs reduced by 20% for non-timely surgical treatment of fractured neck of femur.   |
| Hospital in The Home (HITH)                 | QWAUs increased by 12.5% for Hospital in the Home (HITH) admissions of Residential Aged Care Facility residents.   |
| Out-of-scope services                       | Nil QWAUs for out-of-scope procedures.   |
| Pre-operative bed days                      | QWAUs for long stay days above the upper trim point less ICU days reduced equivalent to pre-operative days, up to a maximum of 3 days, for elective episodes.  |
| Smoking cessation (community mental health) | QWAUs for smoking cessation activity for community mental health patients.   |
| Smoking cessation (inpatients)              | QWAUs for smoking cessation activity for publicly funded inpatients.   |
| Stroke care                                 | 10% QWAU loading for acute stroke patients admitted to Queensland Stroke Clinical Network-endorsed stroke unit care.   |
| Telehealth (admitted patients)              | QWAUs for provider-end of in-scope admitted patient telehealth activity.   |
| <b>Commissioning mechanisms</b>             |  |
| High-cost home support                      | Funding for approved individuals requiring 24-hour home ventilation.   |

| Incentive                                 |   |
|---|---|
| Patient flow initiative                   | Provision of non-recurrent WAU-backed funding (2022/23) to participating HHS who successfully implement agreed recommendations.   |
| Rapid access service                      | Recurrent WAU-backed funding to support the implementation of rapid access clinics to reduce pressure on emergency departments.   |
| Expansion of sub-acute and long stay care | Additional funding to increase the availability of and access to care for sub-acute and long stay patients, thereby improving access to care in a range of settings and releasing capacity within acute facilities. |

### 6.3 Surgery Connect reimbursements

- (a) The HHS will reimburse the Department for the actual costs of activity for nominated patient referrals to the Surgery Connect program where:
- (i) The HHS has nominated the patient referral as HHS funded on entry of the referral in the Surgery Connect Activity Navigator (SCAN); and
  - (ii) The HHS Chief Finance Officer has recorded approval of the nomination in SCAN;
- or
- (iii) The HHS has obtained the Department's agreement to retrospectively convert a defined patient cohort to HHS funded status in SCAN.
- (b) The HHS may only request retrospective conversion of activity to HHS funded within the financial year in which the activity has taken place.
- (c) Any resulting changes to funding and purchased activity levels will be actioned through the processes outlined in Schedules 2 and 5 of this service agreement.

### 6.4 Financial adjustments – other

- (a) Notwithstanding the provisions regarding the recognition of revenue as stipulated in AASB1058 *Income of Not-for-Profit Entities* and/or AASB15 *Revenue from Contracts with Customers*, the Department may seek to recover funding from an HHS that was provided through this service agreement which has:
- (i) not been utilised in accordance with its intended purpose; and/or
  - (ii) not been utilised within the prescribed time period to deliver the agreed outcomes/services.
- (b) If the Chief Executive (or delegate) determines that previously allocated funding is to be recovered, any resulting changes to funding and purchased activity levels will be actioned through the processes outlined in Schedules 2 and 5 of this service agreement.

### 6.5 Public and private activity/own source revenue

- (a) Own source revenue comprises grants and contributions, user charges and other revenues.

- (b) Where an HHS is above its own source revenue target, it will be able to retain the additional own source revenue with no compensating adjustments to funding from other sources where the additional revenue is not attributable to a private patient consistent with clauses A9 to A13 and A44 of the *National Health Reform Agreement*.
- (c) Where an HHS is below its own source revenue target in respect of private patients, it will experience a reduction in revenue with no compensating adjustments to funding from other sources.
- (d) The HHS will make all efforts to identify and maximise revenue from appropriate third parties to ensure optimisation of available State and Commonwealth funding across the Queensland public sector health system.
- (e) The own source revenue identified in Table 5 is an estimate generated by the HHS which allows all third-party funding sources associated with service delivery to be identified. The HHS will ensure that this estimate is substantiated and accurate to ensure no significant variances to actual revenue generated.
- (f) The HHS will routinely revise and update the estimate to ensure alignment between the service agreement and Queensland Treasury's reporting system (TRIDATA).
- (g) Budget adjustments for changes in own source revenue from private patients will be actioned through the processes set out in Schedule 5 of this service agreement.

## 7. Funding sources

7.1 The four main funding sources contributing to the HHS service agreement value are:

- (a) Commonwealth funding;
- (b) State funding;
- (c) grants and contributions; and
- (d) own source revenue.

7.2 Table 5 provides a summary of the funding sources for the HHS and the total value of the service agreement.

## 8. Funds disbursement

8.1 The Department agrees to pay the HHS the amount described in Table 5 of Schedule 2, subject to:

- (a) parliamentary appropriation and adequate funds being allocated to the Department; and
- (b) the terms of this service agreement.

- 8.2 All payments under this service agreement will be made in accordance with the requirements of the *National Health Reform Agreement* and the Act.
- 8.3 The Chief Executive will direct the disbursement of both State and Commonwealth funding from the State Pool Account, the State Managed Fund, and the Department of Health Expenditure account to the HHS.
- 8.4 However, the State (represented by the Chief Executive) will not:
- redirect Commonwealth payments between HHSs;
  - redirect Commonwealth payments between funding streams (e.g., from ABF to block funding); and/or
  - adjust the payment calculations underpinning the Commonwealth's funding.
- 8.5 The Department will pay state-funded activity-based funding, block funding and system manager funding to the HHS on a fortnightly basis in line with receipt of the State Appropriation Payment. The payment made will be equal to 1/26th of the state-funded component of the service agreement value described in Table 5.
- 8.6 The Department will pay Commonwealth-funded activity-based funding and block funding monthly in line with receipt of the Commonwealth payment. The payment made will be equal to 1/12th of the Commonwealth funded component of the service agreement value described in Table 5.
- 8.7 Where the parties have agreed to amend the service agreement value or the Commonwealth contribution amount changes, the fortnightly and/or monthly payments will be adjusted to reflect the amended service agreement value.
- 8.8 Service agreement payments may be made outside of these timeframes with the approval of the Department's Chief Finance Officer.

**Table 4 HHS Funding by Outcomes Framework Care Domain**

| Care Domain   | Funding \$           | QWAU (Q26)    |
|---|----------------------|---------------|
| Prevention, early intervention, and primary health care | \$94,554,931         | 2,907         |
| Trauma and illness                                      | \$92,618,770         | 5,118         |
| Mental health and alcohol and other drugs               | \$19,744,827         | 193           |
| Cancer  | \$2,809,999          | 181           |
| Planned care  | \$25,111,143         | 1,688         |
| Maternity and neonates                                  | \$26,874,393         | 823           |
| Chronic and complex                                     | \$58,604,049         | 3,462         |
| Statewide services                                      | \$198,003            | 19            |
| Depreciation  | \$26,805,000         | 0             |
| <b>TOTAL</b>  | <b>\$347,321,115</b> | <b>14,390</b> |

Table 5 HHS Total Funding Allocation by Funding Source 2023/24

| Funding Source                                 | 23-24 NWAU<br>(N2324) | 23-24 QWAU<br>(Q26) | 23-24 Agreed<br>(\$) |
|--|-----------------------|---------------------|----------------------|
| <b>NHRA Funding</b>                            |                       |                     |                      |
| <b>ABF Pool</b>                                |                       |                     |                      |
| <b>ABF Funding (In scope NHRA)<sup>2</sup></b> |                       |                     |                      |
| Commonwealth                                   | 0                     |                     | \$0                  |
| State  |                       | 0                   | \$0                  |
| State Specified Grants                         |                       |                     | \$0                  |
| State-wide Services                            |                       |                     | \$0                  |
| Restoring Planned Care                         | 0                     | 0                   | \$0                  |
| Long Stay Patient Recovery Funding             | 0                     | 0                   | \$0                  |
| <b>Total ABF Funding (in scope NHRA)</b>       | <b>0</b>              | <b>0</b>            | <b>\$0</b>           |
| <b>State Managed Fund</b>                      |                       |                     |                      |
| <b>Block Funding (State and Commonwealth)</b>  |                       |                     |                      |
| Small Rural Hospitals                          |                       | 12,806              | \$140,033,310        |
| Teaching, Training & Research                  |                       |                     | \$555,984            |
| Non-Admitted Child & Youth Mental Health       |                       |                     | \$2,491,106          |
| Non-Admitted Home Ventilation                  |                       |                     | \$0                  |
| Non-Admitted Mental Health                     |                       |                     | \$5,892,114          |
| Other Non-Admitted Service                     |                       |                     | \$0                  |
| Highly Specialised Therapies                   |                       |                     | \$0                  |
| Other Public Hospital Programs                 |                       |                     | \$0                  |
| <b>Total NHRA Funding</b>                      | <b>-</b>              | <b>12,806</b>       | <b>\$148,972,515</b> |
| <b>Out of Scope NHRA</b>                       |                       |                     |                      |
| <b>Queensland ABF Model</b>                    |                       |                     |                      |
| DVA  |                       | 16                  | \$96,329             |
| NIISQ/MAIC                                     |                       | 2                   | \$10,173             |
| Oral Health                                    |                       | 710                 | \$4,626,122          |
| Oral Health – FFA                              |                       | 28                  | \$161,936            |
| BreastScreen                                   |                       | 0                   | \$0                  |
| Child Health Checks                            |                       | 52                  | \$965,570            |
| <b>Total Queensland ABF Funding</b>            | <b>-</b>              | <b>809</b>          | <b>\$5,860,130</b>   |
| <b>Discretely Funded Programs<sup>3</sup></b>  |                       |                     |                      |
| Department of Health                           |                       |                     | \$123,003,901        |
| Locally Received Funds                         |                       |                     | \$1,547,898          |
| Research (Other OSR)                           |                       |                     | \$0                  |

<sup>2</sup> The split between Commonwealth and State NHRA funding will change during the year as the purchased activity targets are updated and the National Health Funding Board updates their payment advice accordingly.

<sup>3</sup> Includes all other (non-ABF) State and Commonwealth funded health services including, but not limited to, Prisoner Health, Public Health and Prevention Services.

| Funding Source  | 23-24 NWAU<br>(N2324) | 23-24 QWAU<br>(Q26) | 23-24 Agreed<br>(\$) |
|---|-----------------------|---------------------|----------------------|
| <b>Total Discretely Funded Programs</b>                               | -                     | -                   | <b>\$124,551,799</b> |
| <b>Own Source Revenue</b>   |                       |                     |                      |
| Private Patient Admitted Revenue <sup>4</sup>                         | 16                    | 16                  | \$92,819             |
| Pharmaceuticals Benefits Scheme                                       |                       | 395                 | \$1,591,692          |
| Non-Admitted Services   |                       | 332                 | \$17,119             |
| Other Activities <sup>5</sup>   |                       | 32                  | \$15,630,746         |
| Oral Health – CDBS  |                       | 0                   | \$186,631            |
| <b>Total Own Source Revenue</b>                                       | -                     | <b>775</b>          | <b>\$17,519,007</b>  |
| Locally Received Funds (exc. Discretely Funded Programs) <sup>6</sup> |                       |                     | \$23,612,665         |
| Depreciation  |                       |                     | \$26,805,000         |
| <b>NPA COVID-19 Response</b>  |                       |                     |                      |
| Hospital Services Payment   |                       |                     | \$0                  |
| State Public Health Payment   |                       |                     | \$0                  |
| Vaccine Payment   |                       |                     | \$0                  |
| <b>Total NPA COVID-19 Response Funding</b>                            | -                     | -                   | <b>\$0</b>           |
| <b>GRAND TOTAL</b>  | <b>0</b>              | <b>14,390</b>       | <b>\$347,321,115</b> |

| <b>Pool Accounts</b>                                 |  |  |               |
|--|--|--|---------------|
| ABF Pool (National Health Funding Pool) <sup>7</sup> |  |  | \$0           |
| State Managed Fund <sup>8</sup>                      |  |  | \$148,972,515 |
| System Manager                                       |  |  | \$128,864,031 |

<sup>4</sup> The estimated value of the revenue earned from private patients, based on OSR estimates provided by the HHS.

<sup>5</sup> Incorporates all OSR which is not identified elsewhere in Table 5.

<sup>6</sup> Includes items such as training programs and donations. Does not include locally received funds associated with discretely funded programs, e.g. Transition Care.

<sup>7</sup> Articulates the financial payment made to support in-scope ABF services under the NHRA including DVA, NIISQ, MAIC and Breastscreen Services. Applies to all HHSs except Central West HHS and Torres and Cape HHS.

<sup>8</sup> Articulates the payment made for block funded services under the NHRA, DVA, NIISQ and MAIC services.



Table 6 National Health Reform Funding

| NHRA Funding Type                      | No. of In-scope services (NWAU) | No. of Out-of-scope services (QWAU) | ABF NEP (\$) | State Price (\$) | Funding for In-scope services at NEP (\$) | Cwlth contribution for In-scope services (\$) | State contribution for In-scope services (\$) | State contribution for Out-of-scope services (\$) | Total Cwlth and State contribution (\$) |
|--|---------------------------------|-------------------------------------|--------------|------------------|---|---|---|---|---|
| National Efficient Price (NEP)         |                                 | <i>a,b</i>                          |              | <i>c</i>         | <i>d</i>                                  |   |   | <i>e</i>  |   |
| <b>ABF Allocation (NWAU)</b>           |                                 |                                     |              |                  |   |   |   |   |   |
| Emergency Department                   | 0                               | 0                                   | \$6,032      | \$5,840          | \$0                                       | \$0   | \$0   | \$0   | \$0                                     |
| Acute Admitted                         | 0                               | 0                                   | \$6,032      | \$5,840          | \$0                                       | \$0   | \$0   | \$0   | \$0                                     |
| Admitted Mental Health                 | 0                               | 0                                   | \$6,032      | \$5,840          | \$0                                       | \$0   | \$0   | \$0   | \$0                                     |
| Sub-Acute                              | 0                               | 0                                   | \$6,032      | \$5,840          | \$0                                       | \$0   | \$0   | \$0   | \$0                                     |
| Non-Admitted                           | 0                               | 0                                   | \$6,032      | \$5,840          | \$0                                       | \$0   | \$0   | \$0   | \$0                                     |
| <b>Total ABF Allocation</b>            | <b>0</b>                        | <b>0</b>                            | <b>-</b>     | <b>-</b>         | <b>\$0</b>                                | <b>\$0</b>                                    | <b>\$0</b>                                    | <b>\$0</b>  | <b>\$0</b>                              |
| <b>Block Allocation</b>                |                                 |                                     |              |                  |   |   |   |   |   |
| Teaching Training and Research         |                                 |                                     |              |                  |   | \$113,229                                     | \$442,754                                     | \$0   | \$555,984                               |
| Small and Rural Hospitals <sup>9</sup> |                                 |                                     |              |                  |   | \$46,431,049                                  | \$93,602,262                                  | \$5,860,130                                       | \$145,893,441                           |
| Non-Admitted Mental Health             |                                 |                                     |              |                  |   | \$2,195,000                                   | \$3,697,114                                   | \$0   | \$5,892,114                             |

<sup>9</sup> Incorporating small regional and rural public hospitals, four specialist mental health facilities (Baillie Henderson Hospital, Jacaranda Place – Queensland Adolescent Extended Treatment Centre, The Park – Centre for Mental Health and Kirwan Rehabilitation Unit) and the Ellen Barron Family Centre.

| NHRA Funding Type                        | No. of In-scope services (NWAU) | No. of Out-of-scope services (QWAU) | ABF NEP (\$) | State Price (\$) | Funding for In-scope services at NEP (\$) | Cwlth contribution for In-scope services (\$) | State contribution for In-scope services (\$) | State contribution for Out-of-scope services (\$) | Total Cwlth and State contribution (\$) |
|--|---------------------------------|-------------------------------------|--------------|------------------|---|---|---|---|---|
| Non-Admitted Child & Youth Mental Health |                                 |                                     |              |                  |   | \$237,945                                     | \$2,253,161                                   | \$0   | \$2,491,106                             |
| Non-Admitted Home Ventilation            |                                 |                                     |              |                  |   | \$0   | \$0   | \$0   | \$0                                     |
| Other Non-Admitted Services              |                                 |                                     |              |                  |   | \$0   | \$0   | \$0   | \$0                                     |
| Other Public Hospital Programs           |                                 |                                     |              |                  |   | \$0   | \$0   | \$0   | \$0                                     |
| Highly Specialised Therapies             |                                 |                                     |              |                  |   | \$0   | \$0   | \$0   | \$0                                     |
| <b>Total Block Allocation</b>            | -                               | -                                   | -            | -                | -   | <b>\$48,977,224</b>                           | <b>\$99,995,291</b>                           | <b>\$5,860,130</b>                                | <b>\$154,832,645</b>                    |
| <b>Grand Total Funding Allocation</b>    |                                 |                                     |              |                  |   |   |   |   | <b>\$154,832,645</b>                    |

**Notes**

- a. QWAU refers to Queensland Weighted Activity Units.
- b. DVA, NIISQ/MAIC, Oral Health and BreastScreen. Also includes non-recurrent Planned Care Recovery and Long Stay initiative activity.
- c. Queensland Efficient Price used to Purchase growth QWAUs.
- d. NWAU x NEP.
- e. State funding transacted through the Pool/State Managed Fund Account; not covered under the NHRA.
  - NWAU estimates do not take account of cross-border activity.
  - NWAU estimates includes Virtual LHN (e.g. Surgery Connect) activity.

**Table 7 Discretely Funded Programs (Non-ABF)**

| <b>Discretely Funded Programs</b>        | <b>Revenue Models</b>  | <b>\$</b>            |
|--|------------------------|----------------------|
| Aged Care Assessment Program             | Commonwealth           | \$0                  |
| Alcohol, Tobacco and Other Drugs         | State                  | \$3,889,370          |
| Community Health Programs                | State                  | \$46,742,252         |
| Interstate Patients (QLD residents)      | State                  | \$179,516            |
| Other State Funding                      | State                  | \$39,739,805         |
| Patient Transport: PTSS                  | State                  | \$21,051,152         |
| Patient Transport: Aeromedical Retrieval | State                  | \$567,943            |
| Patient Transport                        | State                  | \$0                  |
| Prevention Services and Public Health    | Commonwealth           | \$3,501,680          |
|  | State                  | \$271,701            |
| Prisoner Primary Health Services         | State                  | \$0                  |
| Disability Residential Care Services     | State                  | \$0                  |
| Torres Strait Treaty                     | Commonwealth           | \$3,608,369          |
| Multi-purpose Health Services            | Commonwealth           | \$3,145,565          |
| Residential Aged Care Services           | Commonwealth           | \$204,583            |
|  | Locally Received Funds | \$0                  |
|  | State                  | \$26,855             |
| Transition Care                          | Locally Received Funds | \$0                  |
| Research                                 | Commonwealth           | \$75,108             |
|  | OSR                    | \$0                  |
| Home and Community Care (HACC) Program   | Locally Received Funds | \$1,547,898          |
| <b>Discretely Funded Programs Total</b>  |                        | <b>\$124,551,799</b> |
| <b>TOTAL</b>                             |                        | <b>\$124,551,799</b> |

## Schedule 3 Department of Health Provided Services

### 1. In scope services and service schedules

**Table 8 Department of Health provided services and service schedules**

| Provider   | Service provided   | Link to Service Schedule                 |
|--|--|--|
| Corporate Services Division (CSD)                                  | <ul style="list-style-type: none"> <li>• Corporate Enterprise Solutions</li> <li>• Finance Branch - Accounts Payable Service Provision</li> <li>• Finance Branch – Banking and Payment Services</li> <li>• Central Pharmacy</li> <li>• Group Linen Services</li> <li>• Transport and Logistic Services</li> <li>• Supply Chain Services</li> </ul> | <a href="#">CSD Service Schedules</a>    |
| eHealth Queensland (eHQ)   | <ul style="list-style-type: none"> <li>• ICT Service</li> </ul>  | <a href="#">eHQ Service Schedule</a>     |
| Queensland Public Health and Scientific Services Division (QPHaSS) | <ul style="list-style-type: none"> <li>• Pathology Queensland</li> <li>• Biomedical Technical Services</li> </ul>  | <a href="#">QPHaSS Service Schedules</a> |

## Schedule 4 Performance Measures

### 1. Performance Measures

- 1.1 The performance of the HHS will be measured according to the assessment criteria and processes described in the Performance and Accountability Framework.
- 1.2 Existing performance indicators are mapped to the care domains of the Outcomes Framework.
- 1.3 The detailed specification for each of the performance measures listed in this service agreement are provided through performance measure attribute sheets.
- 1.4 The performance measures identified in this service agreement are applicable to the HHS unless otherwise specified within the attribute sheet.
- 1.5 HHSs are also required to report against the agreed key performance measures in their Health Equity Strategy.

**Table 9 HHS Performance Measures – Key Performance Indicators**

| Outcomes Framework Care Domain          | Key Performance Indicators  | Indicator Number |
|---|---|------------------|
| Chronic and complex                     | Hospital Acquired Complications (IHACPA code 8, 11, 13, 14)   | 31               |
| Chronic and complex                     | Potentially Preventable Hospitalisations – First Nations peoples: <ul style="list-style-type: none"> <li>• Diabetes complications</li> <li>• Selected conditions</li> </ul> | 37a<br>37b       |
| Chronic and complex                     | Potentially Preventable Hospitalisations (non-diabetes complications)   | 39               |
| Chronic and complex                     | Proportion of diabetic patients with a current HbA1c result   | 59               |
| Chronic and complex                     | Potentially avoidable deaths - First Nations Peoples  | 70               |
| Maternity and neonates                  | Hospital Acquired Complications (IHACPA code 15,16)   | 31               |
| Maternity and neonates                  | % of low birthweight babies born to Queensland mothers  | 41               |
| Maternity and neonates                  | Proportion of healthy birthweight babies (2,500 grams to 4,499 grams at birth) – Aboriginal and Torres Strait Islander babies   | 71               |
| Mental health, alcohol, and other drugs | Proportion of mental health and alcohol and other drug service episodes with a documented care plan   | 27               |
| Mental health, alcohol, and other drugs | Suicide count and rate – First Nations Peoples  | 72               |
| Other                                   | Forecast operating position:  |                  |
|   | Full year   | 48               |
|   | Year to date  | 49               |
| Other                                   | Average sustainable Queensland Health FTE   | 50               |
| Other                                   | Capital expenditure performance   | 51               |

| Outcomes Framework Care Domain                                 | Key Performance Indicators   | Indicator Number |
|--|--|------------------|
| Planned care   | Elective surgery patients waiting longer than the clinically recommended timeframe   | 9                |
| Planned care   | Gastrointestinal endoscopy patients waiting longer than the clinically recommended timeframe   | 16               |
| Planned care   | Telehealth utilisation rates:<br>Number of non-admitted telehealth service events  | 20               |
| Planned care   | Hospital Acquired Complications (IHACPA code 1,2,3,4,6,7,9,10,12)  | 31               |
| Prevention, early intervention, and primary health care        | Access to oral health services (adults)  | 21               |
| Prevention, early intervention, and primary health care        | The percentage of oral health activity which is preventive   | 23               |
| Prevention, early intervention, and primary health care        | Patients whose smoking status has been recorded  | 58               |
| Prevention, early intervention, and primary health care        | Access to oral health services (children)  | 67               |
| Prevention, early intervention, and primary health care        | Potentially avoidable deaths - First Nations Peoples   | 70               |
| Prevention, early intervention, and primary health care        | Suicide count and rate – First Nations Peoples   | 72               |
| <i>Prevention, early intervention, and primary health care</i> | <i>Care Closer to Home (placeholder):</i> <ul style="list-style-type: none"> <li><i>Self-sufficiency: admitted patients</i></li> <li><i>Self-sufficiency: non-admitted patients</i></li> </ul> | -                |
| <i>Prevention, early intervention, and primary health care</i> | <i>Participation in the Practice Incentive Program (placeholder)</i>   | -                |

**Table 10 HHS Performance Measures - Safety and Quality Markers**

| Outcomes Framework Care Domain | Safety and Quality Markers                                |
|--------------------------------|---|
| Maternity and neonates         | Sentinel Events   |
| Planned care                   | Sentinel Events   |
| Planned care                   | Hospital Standardised Mortality Ratio                     |
| Planned care                   | Severity Assessment Code (SAC1) analysis completion rates |
| Planned care                   | Patient Reported Experience                               |

**Table 11 HHS Performance Measures – Outcome Indicators**

| Outcomes Framework Care Domain | Outcome Indicators  |
|--------------------------------|---|
| Chronic and complex            | Advance care planning   |
| Chronic and complex            | Integrated care pathways: <ul style="list-style-type: none"> <li>Care pathway in place for patients with identified co-morbidities</li> </ul> |
| Other                          | First Nations peoples' representation in the workforce  |

| Outcomes Framework<br>Care Domain                          | Outcome Indicators   |
|--|--|
| Planned care   | Complaints resolved within 35 calendar days  |
| Prevention, early intervention,<br>and primary health care | Access to emergency dental care  |
| Prevention, early intervention,<br>and primary health care | General oral health care for First Nations peoples                                 |
| Prevention, early intervention,<br>and primary health care | Smoking cessation clinical pathway   |
| Prevention, early intervention,<br>and primary health care | Adolescent vaccinations administered via the statewide School Immunisation Program |

## Schedule 5 Amendments to this service agreement

### 1. Agreed process to amend this service agreement

1.1 The parties acknowledge that this service agreement is subject to amendment, which will generally occur through:

- (a) amendment windows;
- (b) extraordinary amendment;
- (c) periodic adjustments; and
- (d) end of financial year reconciliation.

#### 1.2 Amendment windows

- (a) There will be set periods of time nominated by the Department during the year (amendment windows) in which a party may propose an amendment and the parties will endeavour to negotiate and finalise proposals to amend this service agreement.
- (b) Amendment proposals that are agreed will be documented in a deed of amendment to this service agreement.
- (c) Further details on the amendment window process, including the timing of amendment windows, is provided online, as detailed in Appendix 1.

#### 1.3 Extraordinary Amendment

- (a) Outside an amendment window, the Department and the HHS agree to limit any proposal to amend the terms of this service agreement to those where there is an urgent priority need to facilitate a funding allocation (extraordinary amendment). The parties will endeavour to negotiate and finalise any such proposal urgently.
- (b) The process for submitting, negotiating, and resolving an extraordinary amendment is available online, as detailed at Appendix 1.
- (c) Agreed extraordinary amendments will be reflected in a notice issued by the Chief Executive and countersigned as accepted by the HHS. The notice will be replaced when the extraordinary amendment is subsequently formalised in a deed of amendment issued following the next amendment window.

#### 1.4 Periodic adjustments

- (a) The service agreement value (and corresponding purchased activity) may be adjusted at any time to reflect funding variations that:
  - (i) occur on a periodic basis or in line with adjustments permitted for specific funding allocations;
  - (ii) are referenced in the service agreement; and
  - (iii) are based on a clearly articulated formula, an agreed basis or such other reasonably substantiated basis tied to performance.



- (b) Periodic adjustments will be reflected in an adjustment notice issued by the Chief Executive (or delegate) to the HHS, based on relevant data, and subsequently formalised in a deed of amendment issued following the next amendment window.

#### 1.5 **End of financial year reconciliation**

- (a) There will be an end of financial year reconciliation process, with the scope defined by the Department and informed by Queensland Government Central Agency requirements.
- (b) The Department will provide the HHS with a reconciliation of all service agreement funding and purchased activity for the prior financial year. This will reflect the position following conclusion of the end of financial year adjustments process.
- (c) The impact of end of financial year adjustments on subsequent year funding and activity will be incorporated in the service agreement through the deed of amendment executed following the next available amendment window.
- (d) This clause will survive expiration of this service agreement.

## Appendix 1 Reference Documents

[Hospital and Health Boards Act 2011](#)

[National Health Reform Agreement \(NHRA\) 2020-25](#)

[System Outlook to 2026 - for a sustainable health service](#)

[Queensland Health Performance and Accountability Framework](#)

[My health, Queensland's future: Advancing health 2026](#)

[Department of Health Strategic Plan 2021-2025](#)

[Local Area Needs Assessment \(LANA\) Framework](#)

[Making Tracks Together: Queensland's Aboriginal and Torres Strait Islander Health Equity Framework](#)

[Making Tracks toward closing the gap in health outcomes for Indigenous Queenslanders by 2033 - Policy and Accountability Framework](#)

[Aboriginal and Torres Strait Islander Health Workforce Strategic Framework 2016-2026](#)

[National Agreement on Closing the Gap](#)

[Queensland Health Workforce Diversity and Inclusion Strategy 2017 to 2022](#)

[Performance Measures Attribute Sheets](#)

[Purchasing Initiatives and Funding Specifications](#)

[Specifications supporting the Healthcare Purchasing Model](#)

[Public Health Practice Manual](#)

[Statewide services reference material](#)

[Service agreement amendment processes](#)

[Data supply requirements](#)

[Queensland Government Building Policy Framework and Guideline](#)

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