



Queensland Health

Service Agreement 2022/23 – 2024/25

Torres and Cape Hospital and Health
Service

Deed of Amendment
July 2023



Queensland
Government

**Torres and Cape Hospital and Health Service, Service Agreement 2022/23 - 2024/25
Deed of Amendment July 2023**

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) Replace the Service Agreement in Schedule 2 to this Deed with the Service Agreement in Schedule 1.
- 2.2 For completeness, the Service Agreement included in Schedule 1 contains all the amendments agreed by the parties up to and including the amendments recorded in clause 2 of this deed.

3. Acknowledgements

- 3.1 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

- 5.1 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 Any prior arrangements, agreements, warranties, representations or undertakings are superseded.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

SHAUN DRUMMOND

Name of Chief Executive (print)

26/06/2023

(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

SHAUN DRUMMOND

.....
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 Elthies
Kris

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

Elthies Kris

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

13/07/2023

.....
(date)

Schedule 1

2022-23 – 2024-25 HHS Service Agreement (July 2023 Revision) incorporating all amendments as a result of this Deed



Queensland Health

Service Agreement 2022/23 – 2024/25

Torres and Cape Hospital and Health
Service

July 2023 Revision



Queensland
Government

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

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www.health.qld.gov.au/system-governance/health-system/managing/default.asp

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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 Executive¹ 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

¹ 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 and [insert 2023/24 Amendment Window 1 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); and
- Periodic Adjustment – COVID-19 Funding Transfer April 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 reconciliation will be undertaken in February (for the July to December period) and August (for the January to June period) each year 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 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

Incentive	
Purchasing incentives	
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.
ABF model localisations	
Maternity care for First Nations women	QWAUs for achieving two Closing the Gap targets for First Nations women: <ul style="list-style-type: none"> to attend five or more antenatal visits with their first antenatal first taking place in the first trimester; and to stop smoking by 20 weeks gestation.
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.
Commissioning mechanisms	
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:
- (a) redirect Commonwealth payments between HHSs;
 - (b) redirect Commonwealth payments between funding streams (e.g., from ABF to block funding); and/or
 - (c) 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 (Q25)
Prevention, early intervention, and primary health care	\$70,697,093	2,085
Trauma and illness	\$139,113,827	6,827
Mental health and alcohol and other drugs	\$17,338,110	98
Cancer	\$1,594,362	99
Planned care	\$11,749,445	878
Maternity and neonates	\$8,442,441	499
Chronic and complex	\$41,110,104	2,048
Statewide services	\$85,140	7
Depreciation	\$25,387,000	0
TOTAL	\$315,517,521	12,541

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

Funding Source	NWAU (N2223)	QWAU (Q25)	Value (\$)
NHRA Funding			
ABF Pool			
ABF Funding (in scope NHRA) ²			
Commonwealth ²	0		\$0
State		0	\$0
State Specified Grants			\$0
State-wide Services			\$0
State Managed Fund			
Block Funding			
Small Rural Hospitals		10,746	\$133,151,602
Teaching, Training & Research			\$153,568
Non-Admitted Child & Youth Mental Health			\$2,479,005
Non-Admitted Home Ventilation			\$0
Non-Admitted Mental Health			\$5,058,946
Other Non-Admitted Service			\$0
Highly Specialised Therapies			\$0
Total NHRA Funding	-	10,746	\$140,843,120
Out of Scope NHRA			
Queensland ABF Model			
DVA		18	\$96,329
NIISQ/MAIC		2	\$10,173
Oral Health		791	\$4,584,698
Oral Health - FFA		31	\$161,936
BreastScreen		0	\$0
Total Queensland ABF Funding	-	842	\$4,853,136
Discretely Funded Programs³			
Department of Health			\$108,205,784
Locally receipted funds			\$1,468,720
Research (Other OSR)			\$0
Total Discretely Funded Programs	-	-	\$109,674,504
Own Source Revenue			
Private Patient Admitted Revenue ⁴	16	18	\$92,830

² 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.

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

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

Funding Source	NWAU (N2223)	QWAU (Q25)	Value (\$)
Pharmaceuticals Benefits Scheme		602	\$1,751,689
Non-Admitted Services		327	\$17,119
Other Activities ⁵		6	\$8,062,026
Total Own Source Revenue	-	953	\$9,923,664
Locally Received Funds (exc. Discretely Funded Programs) ⁶			\$24,836,098
Depreciation			\$25,387,000
NPA COVID-19 Response			
Hospital Services Payment			\$0
State Public Health Payment			\$0
Vaccine payment			\$0
Total NPA COVID-19 Response Funding	-	-	\$0
GRAND TOTAL	0	12,541	\$315,517,521

Pool Accounts			
ABF Pool (National Health Funding Pool) ⁷			\$0
State Managed Fund ⁸			\$140,843,120
System Manager			\$113,058,919

⁵ Incorporates all OSR which is not identified elsewhere in Table 5.

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

⁷ 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.

⁸ 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	NWAU (N2223)	Commonwealth (\$)	State (\$)	Other State funding ⁹ DVA/MAIC/Oral Health/BreastScreen (\$)	Total (\$)
National Efficient Price (NEP)					\$5,797
ABF Allocation (NWAU)					
Emergency Department	0	\$0	\$0	\$0	\$0
Acute Admitted	0	\$0	\$0	\$0	\$0
Admitted Mental Health	0	\$0	\$0	\$0	\$0
Sub-Acute	0	\$0	\$0	\$0	\$0
Non-Admitted	0	\$0	\$0	\$0	\$0
Total ABF Pool Allocation	0	\$0	\$0	\$0	\$0
Block Allocation					
Teaching Training and Research	0	\$30,485	\$123,082	\$0	\$153,568
Small and Rural Hospitals ¹⁰	0	\$43,989,573	\$89,162,029	\$4,853,136	\$138,004,738
Non-Admitted Mental Health	0	\$1,920,029	\$3,138,916	\$0	\$5,058,946
Non-Admitted Child & Youth Mental Health	0	\$263,071	\$2,215,934	\$0	\$2,479,005
Non-Admitted Home Ventilation	0	\$0	\$0	\$0	\$0
Other Non-Admitted Services	0	\$0	\$0	\$0	\$0
Other Public Hospital Programs	0	\$0	\$0	\$0	\$0
Highly Specialised Therapies	0	\$0	\$0	\$0	\$0
Total Block Allocation	0	\$46,203,158	\$94,639,963	\$4,853,136	\$145,696,256
Grand Total Funding Allocation					\$145,696,256

⁹ State funding transacted through the Pool Account; not covered under the NHRA

¹⁰ Incorporating small regional and rural public hospitals, five specialist mental health facilities (Baillie Henderson Hospital, Jacaranda Place – Queensland Adolescent Extended Treatment Centre, The Park – Centre for Mental Health, Kirwan Rehabilitation Unit and Charters Towers Rehabilitation Unit) and the Ellen Barron Family Centre.

Table 7 Discretely Funded Programs (Non-ABF)

Discretely Funded Programs	Revenue Models	\$
Aged Care Assessment Program	Commonwealth	\$0
Alcohol, Tobacco, and Other Drugs	State	\$3,889,370
Community Health Programs	State	\$38,057,298
Interstate Patients (QLD residents)	State	\$329,859
Other State Funding	State	\$43,398,555
Patient transport	State	\$12,962,085
Prevention Services and Public Health	Commonwealth	\$0
	State	\$2,899,809
Prisoner Primary Health Services	State	\$0
Disability Residential Aged Care Services	State	\$0
Torres Strait Treaty	Commonwealth	\$3,608,369
Multi-purpose Health Services	Commonwealth	\$2,917,158
Residential Aged Care Services	Commonwealth	\$49,107
	Locally Received Funds	\$0
	State	\$26,801
Transition Care	Locally Received Funds	\$0
Research	Commonwealth	\$67,372
	OSR	\$0
Home and Community Care (HACC) Program	Locally Received Funds	\$1,468,720
Discretely Funded Programs Total		\$109,674,504
TOTAL		\$109,674,504

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

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
Chronic and complex	Proportion of diabetic patients with a current HbA1c result
Chronic and complex	Hospital Acquired Complications (IHACPA code 8, 11, 13, 14)
Chronic and complex	Potentially Preventable Hospitalisations – First Nations peoples: <ul style="list-style-type: none"> • Diabetes complications • Selected conditions
Chronic and complex	Potentially Preventable Hospitalisations (non-diabetes complications)
Maternity and neonates	Hospital Acquired Complications (IHACPA code 15,16)
Maternity and neonates	% of low birthweight babies born to Queensland mothers
Mental health, alcohol, and other drugs	Proportion of mental health and alcohol and other drug service episodes with a documented care plan
Other	Forecast operating position: <ul style="list-style-type: none"> • Full year • Year to date
Other	Average sustainable Queensland Health FTE
Other	Capital expenditure performance
Planned care	Hospital Acquired Complications (IHACPA code 1,2,3,4,6,7,9,10,12)
Planned care	Elective surgery patients waiting longer than the clinically recommended timeframe
Planned care	Gastrointestinal endoscopy patients waiting longer than the clinically recommended timeframe
Planned care	Telehealth utilisation rates: <ul style="list-style-type: none"> • Number of non-admitted telehealth service events

Outcomes Framework Care Domain	Key Performance Indicators
Planned care	<i>Care Closer to Home (placeholder):</i> <ul style="list-style-type: none"> • Self-sufficiency: admitted patients • Self-sufficiency: non-admitted patients
Prevention, early intervention, and primary health care	<i>Participation in the Practice Incentive Program (placeholder)</i>
Prevention, early intervention, and primary health care	Access to oral health services (adults)
Prevention, early intervention, and primary health care	Access to oral health services (children)
Prevention, early intervention, and primary health care	The percentage of oral health activity which is preventive
Prevention, early intervention, and primary health care	Patients whose smoking status has been recorded

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"> • Care pathway in place for patients with identified co-morbidities
Other	First Nations peoples' representation in the workforce
Planned care	Complaints resolved within 35 calendar days
Prevention, early intervention, and primary health care	Access to emergency dental care
Prevention, early intervention, and primary health care	General oral health care for First Nations peoples
Prevention, early intervention, and primary health care	Smoking cessation clinical pathway
Prevention, early intervention, 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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Schedule 2

2022-23 – 2024-25 HHS Service Agreement (April 2023 Revision)



Queensland Health

Service Agreement 2022/23 – 2024/25

Torres and Cape Hospital and Health
Service

April 2023 Revision



**Queensland
Government**

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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 acknowledge the First Nations people 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.

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 Executive¹ 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, 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; and
 - (b) perform the system manager role (as defined in the Act) through the Chief Executive;
- 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 commitment to improving health and wellbeing outcomes and achieving health equity for First Nations peoples.
- 8.2 The HHS will develop a Health Equity Strategy 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

¹ 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.

accountability mechanism between community and the HHS in achieving health equity for 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 will 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 Strategy 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 4.

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

- A. 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 and 12 May 2023.
- B. This revised Service Agreement consolidates amendments arising from:
- Periodic Adjustment – COVID-19 Funding Transfer September 2022;
 - Periodic Adjustment – COVID-19 Funding Transfer October 2022; and
 - Periodic Adjustment – COVID-19 Funding Transfer December 2022.

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 criteria and processes for financial adjustments associated with the delivery of purchased activity and specific funding allocations;
- (e) the sources of funding that this service agreement is based on and the manner in which 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 is supported.

2. Purchased health services

2.1 Table 4, Table 5 and Table 6 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 2022 – 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 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 3)*:
- (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 program 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 take action 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 4.
- 4.6 Activity reconciliation will be undertaken in February (for the July to December period) and August (for the January to June period) each year 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 Under delivery of in-scope activity, as defined in the Activity Reconciliation specification sheet, will be withdrawn from the HHS at 100% of the Queensland Efficient Price (QEP).
- 4.9 Funding and corresponding activity that is withdrawn from the HHS may be reallocated to an alternate provider that can undertake the activity.
- 4.10 Any resulting changes to funding and purchased activity levels will be actioned through the processes outlined in Schedules 2 and 4 of this service agreement.
- 4.11 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 4 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 2 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 4.	Purchasing contracts are capped and an HHS will not be paid for additional activity with the exception of 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 4.	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 4 for the HHS QWAU target.
Failure to deliver on service commitments linked to specific funding allocations	Specific funding allocations 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 National Partnership on COVID-19 Response

- (a) The Department will provide additional funding to the HHS under the *National Partnership on COVID-19 Response* where actual additional cost is demonstrated.
- (b) Funding will be provided where the HHS has:
- (i) undertaken activity that is in-scope for the State Public Health Payment, as defined under the *National Partnership on COVID-19 Response*, during the reporting period; and/or
 - (ii) undertaken activity that is in-scope for the Hospital Services Payment, as defined under the *National Partnership on COVID-19 Response*, during the reporting period; and
 - (iii) met the reporting requirements in relation to COVID-19 expenditure, as prescribed under the *National Partnership on COVID-19 Response* and by the Department.
- (c) Additional costs that are reimbursed through the State Public Health Payment and the Hospital Services Payment will be excluded from the calculation of activity eligible for funding under the terms of the *National Health Reform Agreement*.
- (d) There is no guarantee that the HHS will have access to additional funding under the State Public Health Payment or the Hospital Services Payment.
- (e) All funding that is provided through the State Public Health Payment and the Hospital Services Payment will be subject to a reconciliation to be undertaken by the Administrator of the National Health Funding Pool. The HHS will be required to provide evidence to support claims for additional costs. If the HHS is unable to provide the required evidence with their expenditure claim, funding received may be recalled subject to reconciliation.

- (f) Funding adjustments will be actioned through the processes outlined in Schedules 2 and 4 of this service agreement.

6.3 Purchasing incentives

- (a) The purchasing approach includes a range of funding adjustments which 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 which provides 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 4 of this service agreement.

Table 3 Purchasing Incentives 2022/23

Incentive	
Quality Improvement Payment (QIP)	
Antenatal care for First Nations Women	Payments for achieving two Closing the Gap targets for First Nations women: <ul style="list-style-type: none"> to attend five or more antenatal visits with their first antenatal first taking place in the first trimester; and to stop smoking by 20 weeks gestation.
Purchasing incentives	
Virtual care incentive	Incentive funding to increase the number of specialist outpatient services which are provided in virtual settings.
Own source revenue growth	Incentivise the recognition of own source revenue through matching growth in own source revenue with public activity growth funding.
ABF model localisations	
Sentinel events	Payment withdrawn for sentinel events as per the national ABF model.
Advance Care Planning (ACP)	QWAUs for HHSs who offer 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 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.

Incentive	
Smoking cessation (inpatients)	QWAUs for smoking cessation activity for publicly funded inpatients.
Stroke care	10% QWAU loading for acute stroke patients admitted to Statewide Stroke Clinical Network-endorsed stroke unit care.
Telehealth (admitted patients)	QWAUs for provider-end of in-scope admitted patient telehealth activity.
Commissioning mechanisms	
High-cost home support	Funding for approved individuals requiring 24-hour home ventilation.
Patient flow initiative	Provision of non-recurrent WAU-backed funding to participating HHS who successfully implement agreed recommendations.
Rapid access clinics	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.
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.

6.4 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 4 of this service agreement.

6.5 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 4 of this service agreement.

6.6 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 4 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 4 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 4 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 4 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:
- (a) redirect Commonwealth payments between HHSs;
 - (b) redirect Commonwealth payments between funding streams (e.g., from ABF to block funding); and/or
 - (c) 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 4.
- 8.6 The Department will pay Commonwealth-funded activity-based funding and block funding on a monthly basis 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 4.
- 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 Torres and Cape HHS Total Funding Allocation by Funding Source 2022/23

Funding Source	NWAU (N2223)	QWAU (Q25)	Value (\$)
NHRA Funding			
ABF Pool			
ABF Funding (in scope NHRA) ²			
Commonwealth ²	0		\$0
State		0	\$0
State Specified Grants			\$0
State-wide Services			\$0
State Managed Fund			
Block Funding			
Small Rural Hospitals		10,746	\$124,779,513
Teaching, Training & Research			\$818,985
Non-Admitted Child & Youth Mental Health			\$2,395,033
Non-Admitted Home Ventilation			\$0
Non-Admitted Mental Health			\$5,019,611
Other Non-Admitted Service			\$0
Highly Specialised Therapies			\$0
Total NHRA Funding	-	10,746	\$133,013,143
Out of Scope NHRA			
Queensland ABF Model			
DVA		50	\$219,842
NIISQ/MAIC		1	\$6,224
Oral Health		791	\$4,459,399
Oral Health - FFA		31	\$161,936
BreastScreen		0	\$0
Total Queensland ABF Funding	-	872	\$4,847,401
Discretely Funded Programs³			
Department of Health			\$103,369,314
Locally receipted funds			\$1,432,900
Total Discretely Funded Programs	-	-	\$104,802,214
Own Source Revenue			
Private Patient Admitted Revenue ⁴	16	17	\$90,568
Pharmaceuticals Benefits Scheme		587	\$1,708,965
Non-Admitted Services		319	\$16,702
Other Activities ⁵		6	\$7,581,584

² 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.

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

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

⁵ Incorporates all OSR which is not identified elsewhere in Table 4.

Funding Source	NWAU (N2223)	QWAU (Q25)	Value (\$)
Total Own Source Revenue	-	930	\$9,397,819
Locally Received Funds (exc. Discretely Funded Programs) ⁶			\$21,034,184
Depreciation			\$26,665,000
NPA COVID-19 Response			
Hospital Services Payment			\$0
State Public Health Payment			\$1,822,428
COVID-19 Vaccine Payment			\$0
Total NPA COVID-19 Response Funding	-	-	\$1,822,428
GRAND TOTAL	0	12,548	\$301,582,188

Pool Accounts			
ABF Pool (National Health Funding Pool) ⁷			\$0
State Managed Fund ⁸			\$133,013,143
System Manager			\$108,216,714

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

⁷ 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.

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

Table 5 National Health Reform Funding

NHRA Funding Type	NWAU (N2223)	Commonwealth (\$)	State (\$)	Other State funding ⁹ DVA/MAIC/Oral Health/BreastScreen (\$)	Total (\$)
National Efficient Price (NEP)					\$5,797
ABF Allocation (NWAU)					
Emergency Department	0	\$0	\$0	\$0	\$0
Acute Admitted	0	\$0	\$0	\$0	\$0
Admitted Mental Health	0	\$0	\$0	\$0	\$0
Sub-Acute	0	\$0	\$0	\$0	\$0
Non-Admitted	0	\$0	\$0	\$0	\$0
Total ABF Pool Allocation	0	\$0	\$0	\$0	\$0
Block Allocation					
Teaching, Training and Research	0	\$170,052	\$648,933	\$0	\$818,985
Small and Rural Hospitals ¹⁰	0	\$41,679,540	\$83,099,973	\$4,847,401	\$129,626,914
Non-Admitted Mental Health	0	\$1,940,450	\$3,079,161	\$0	\$5,019,611
Non-Admitted Child & Youth Mental Health	0	\$239,378	\$2,155,655	\$0	\$2,395,033
Non-Admitted Home Ventilation	0	\$0	\$0	\$0	\$0
Other Non-Admitted Services	0	\$0	\$0	\$0	\$0
Other Public Hospital Programs	0	\$0	\$0	\$0	\$0
Highly Specialised Therapies	0	\$0	\$0	\$0	\$0
Total Block Allocation	0	\$44,029,421	\$88,983,722	\$4,847,401	\$137,860,544
Grand Total Funding Allocation					\$137,860,544

⁹ State funding transacted through the Pool Account; not covered under the NHRA

¹⁰ Incorporating small regional and rural public hospitals, five specialist mental health facilities (Baillie Henderson Hospital, Jacaranda Place – Queensland Adolescent Extended Treatment Centre, The Park – Centre for Mental Health, Kirwan Rehabilitation Unit and Charters Towers Rehabilitation Unit) and the Ellen Barron Family Centre.

Table 6 Discretely Funded Programs (Non-ABF)

Discretely Funded Programs	Revenue Models	\$
Aged Care Assessment Program	Commonwealth	\$0
Alcohol, Tobacco and Other Drugs	State	\$3,883,058
Community Health Programs	State	\$26,907,216
Home and Community Care (HACC) Program	Locally Received Funds	\$1,432,900
Interstate Patients (QLD residents)	State	\$329,859
Multi-purpose Health Services	Commonwealth	\$3,040,388
Other State Funding	State	\$48,692,597
Patient transport	State	\$12,962,085
Prevention Services and Public Health	Commonwealth	\$366,140
	State	\$3,454,446
Research	OSR	\$0
Transition Care	Locally Received Funds	\$0
Residential Aged Care Services	Commonwealth	\$56,373
	Locally Received Funds	\$0
	State	\$125,241
Prisoner Primary Health Services	State	\$0
Disability Residential Care Services	State	\$0
Torres Strait Treaty	State	\$3,551,912
Discretely Funded Programs Total		\$104,802,214
TOTAL		\$104,802,214

Schedule 3 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 The detailed specification for each of the performance measures listed in this service agreement are provided through performance measure attribute sheets.
- 1.3 The performance measures identified in this service agreement are applicable to the HHS unless otherwise specified within the attribute sheet.
- 1.4 HHSs are also required to report against the agreed key performance measures in their Health Equity Strategy.

Table 7 HHS Performance Measures – Key Performance Indicators

Key Performance Indicators
Hospital Acquired Complications
Elective surgery patients waiting longer than the clinically recommended timeframe
Gastrointestinal endoscopy patients waiting longer than the clinically recommended timeframe
Access to oral health services (adults)
Access to oral health services (children)
The percentage of oral health activity which is preventive
Proportion of diabetic patients with a current HbA1c result
Patients whose smoking status has been recorded
Potentially Preventable Hospitalisations – First Nations peoples: <ul style="list-style-type: none"> • Diabetes complications • Selected conditions
Potentially Preventable Hospitalisations (non-diabetes complications)
Telehealth utilisation rates: <ul style="list-style-type: none"> • Number of non-admitted telehealth service events
% of low birthweight babies born to Queensland mothers
Forecast operating position: <ul style="list-style-type: none"> • Full year • Year to date
Average sustainable Queensland Health FTE
Capital expenditure performance
<i>Care Closer to Home:</i> <ul style="list-style-type: none"> • <i>Self-sufficiency: admitted patients</i> • <i>Self-sufficiency: non-admitted patients</i>
<i>Participation in the Practice Incentive Program</i>
Proportion of mental health and alcohol and other drug service episodes with a documented care plan

Table 8 HHS Performance Measures - Safety and Quality Markers

Safety and Quality Markers
Sentinel Events
Hospital Standardised Mortality Ratio
Severity Assessment Code (SAC) analysis completion rates
Patient Reported Experience

Table 9 HHS Performance Measures – Outcome Indicators

Outcome Indicators
Access to emergency dental care
First Nations peoples representation in the workforce
General oral health care for First Nations peoples
Complaints resolved within 35 calendar days
Advance care planning
Smoking cessation clinical pathway
Adolescent vaccinations administered via the statewide School Immunisation Program
Integrated care pathways: <ul style="list-style-type: none"> • Care pathway in place for patients with identified co-morbidities

Schedule 4 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 countersigned as accepted by the HHS, which 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.(periodic adjustment).

- (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](#)

[Public Health Practice Manual](#)

[National Partnership on COVID-19 Response](#)

[Statewide services reference material](#)

[Service agreement amendment processes](#)

[Data supply requirements](#)

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