

THIS AGREEMENT is made on the 9 day of April 2019

BETWEEN

COMMONWEALTH OF AUSTRALIA ("the Commonwealth")

AND

THE NORFOLK ISLAND HEALTH AND RESIDENTIAL AGED CARE SERVICE (NIHRACS)

RECITALS:

NIHRACS will provide an integrated service model, in line with the multi-purpose service approach for the delivery of health and residential aged care services.

DEFINITIONS:

Accredited Medical Practitioner means a doctor practising medicine who is registered with the Medical Board of Australia. Relevant registration categories include specialist, general, provisional, and limited registration.

Annual Works Plan means the plan that outlines the scheduled maintenance, replacement, refurbishment or purchase of Medical Equipment, Non-Medical FF&E and hospital engineering services.

Authorised Representative means the authorised representative of the Australian Government Department of Infrastructure and Regional Development and Cities.

Commonwealth Home Support Programme means a consolidated programme providing entry-level home support for older people that promotes independent living.

Department means Australian Government Department of Infrastructure and Regional Development and Cities.

Medicare Benefits Schedule (MBS) lists a wide range of consultations, procedures and other services that are subsidised by the Australian Government under Medicare.

Medicare Ineligible Person refers to patients that: do not hold a valid Medicare card; are from a country who does not have a Reciprocal Health Care Agreement with Australia; do not a refugee or asylum seeker status.

Multi-Purpose Services (MPS) refers to a model of service provision. It is a joint Commonwealth and State or Territory initiative that seeks to improve the provision of community, aged and health care services in rural and remote areas.

National Board means the relevant board by which a health professional that is part of the National Registration and Accreditation Scheme is represented by.

Pharmaceutical Benefits Scheme (PBS) means a program of the Australian Government that provides subsidised prescription drugs to residents of Australia, as well as certain foreign visitors covered by a Reciprocal Health Care Agreement.

Picture Archiving and Communication System (PACS) means a technology for the short- and long-term storage, retrieval, management, distribution and presentation of medical images.

Protected Title means professional titles in the National Law that must be registered with the corresponding National Board.

Radiology Information System (RIS) means a system used to schedule patient appointments and record a patient's radiology history.

Requirements means the services described in the Schedule 1 of this Agreement.

South Eastern Sydney Local Health District (SESLHD) means a Local Health District within the NSW Ministry of Health.

Specification means the Statement of Requirements described in Schedule 1 of this Agreement.

1. TERM OF THE AGREEMENT

Commencement

- 1.1 This Agreement commences when signed by both Parties and, subject to the terms of this Agreement, shall end on 30 June 2021 unless terminated earlier or extended as agreed in writing by both Parties.

Revoke

- 1.2 This agreement revokes and replaces all former agreements and understandings between the parties.

Extension

- 1.3 During the term, the Parties may commence discussions for renewal of this Agreement.

Variation

- 1.4 This Agreement may be varied by agreement in writing between the Parties.

2. GOVERNANCE AND DECISION MAKING

- 2.1 Both Parties are jointly responsible for maintaining the currency of this Agreement. As such, the Parties will periodically review and update this Agreement.
- 2.2 In the first year of the Agreement, the Parties agree to meet and review its operation in the first, second and third quarters of the year. In subsequent years the Parties will meet annually for the duration of the Agreement.
- 2.3 The NIHRACS agrees that it is a fundamental condition of this agreement that the NIHRACS improves the efficiency of service delivery and continues to modernise and reform service delivery. A baseline will be established from which the agreed services will be reviewed against to establish whether NIHRACS is satisfactorily progressing towards meeting the service delivery standards outlined in Schedule 1. This will also be used to determine optimal funding and service delivery models for future years.
- 2.4 The Parties agree that, apart from any specific obligations, the management of the services will generally be undertaken in accordance with the Australian National Audit Office's "Public Sector Governance – Better Practice Guide" and relevant principles set out in Australian Standards AS 8000, 8001, 8002, 8003, 8004-2003 'Corporate Governance – Good Governance Principles', as updated from time to time.

3. ROLES AND RESPONSIBILITIES

- 3.1 NIHRACS is responsible for:
- (a) delivering and administering the health and residential aged care services provided in Part A Schedule 1 to this agreement within the funding allocated in Part A of Schedule 1;
 - (b) applying national and NSW service delivery standards set out in this Agreement, including those for specific services set out in Part A Schedule 1;
 - (c) developing appropriate internal monitoring and reporting mechanisms to meet the standards and key performance indicators specified in Part A Schedule 1;
 - (d) developing plans including resourcing plans for the long term management, maintenance and renewal of assets owned or transferred by the Commonwealth for the provision of services;
 - (e) notifying the Commonwealth immediately of any significant issues that come to NIHRACS' attention which:
 - i. are currently impacting, or are likely to impact, service delivery; or
 - ii. are currently having or are likely to have a material impact on the agreed budget for the services;

- (f) providing reports as specified in Schedule 2 of this Agreement;
- (g) engaging staff under formally agreed employment arrangements to a level that meets NSW requirements and is commensurate with the size and needs of Norfolk Island;
- (h) utilising national rural and remote networks and visiting specialist staff as appropriate, having regard to the Comprehensive Health Services Plan;
- (i) attaining accreditation for the purposes of eligibility for MBS, where possible;
- (j) providing general practitioners and other private providers access to reasonable professional development, education and training;
- (k) establishing and maintaining necessary insurance coverage for NIHRACS and ancillary services including medical malpractice, worker's compensation and public liability;
- (l) developing a Business Continuity Plan to cover emergency responses and provide safe working environment for staff in the event of natural disaster or other unforeseen circumstances;
- (m) establishing and maintaining a Panel for emergency medical evacuations (Medivac); and
- (n) identifying and administering policies and procedures for:
 - i. management of information;
 - ii. protection of information;
 - iii. quality assurance systems;
 - iv. performance control system; and
 - v. performance audits.

3.2 The Commonwealth will be responsible for:

- (a) providing annual funding for the delivery of health and residential aged care services by NIHRACS;
- (b) providing funding for repairs and maintenance to Commonwealth-owned assets used in delivering services and where agreed, funding the replacement of assets that are no longer suitable for completing the services;
- (c) giving a minimum of 3 months' notice of the Commonwealth's intention to cease the requirement for services and at least 3 months' notice of a substantial change in service quantum or standard (these timeframes may be varied by mutual agreement).

- (d) contributing to the definition of the reporting requirements as outlined in Schedule 2 of this Agreement;
- (e) providing feedback to NIHRACS regarding operational and financial performance and negotiating revised performance delivery standards where necessary; and
- (f) giving 6 months' notice where possible of the requirement for new health and aged care services and adhering to the procedure described in clause 4.
- (g) providing funding for the Child and Family Wellbeing Unit

3.3 The Parties will jointly be responsible for:

- (a) agreeing the development of new health and aged care services where necessary;
- (b) reviewing the progress of the delivery of services with a focus on outcomes, outputs and risks;
- (c) reviewing financial performance of the health and residential aged care service;

4. BUSINESS CASE FOR NEW SERVICES

4.1 Both Parties recognise that having a sound business case contributes to the overall stability and integrity of service delivery. Individual business cases will provide the basis for amendments to this Agreement, will demonstrate each party's contribution toward a jointly agreed outcome, and will be open and transparent to all parties.

4.2 The Parties agree the following processes:

- (a) NIHRACS and the Commonwealth will work together to develop a business case for each new service and function to be delivered outside of the scope of the agreed budget;
- (b) business cases will state the terms and conditions for specific services, including resourcing requirements and appropriate fee structures;
- (c) both Parties agree that business cases must set out costs transparently on a full cost basis taking into account expected revenue from fees and charges for the provision of the service, to the extent that transparency requirements do not become administratively onerous;
- (d) business cases are to be agreed by the parties prior to being formalised; and
- (e) notwithstanding clauses 4.2 (a) through 4.2 (d), there is no obligation on NIHRACS to provide any services unless agreement has been reached with

the Commonwealth, nor will the Commonwealth be obliged to fund services from NIHRACS as the only provider of those services.

5. PAYMENT

- 5.1 Quarterly payments in advance will be made by the Commonwealth to NIHRACS for the services specified in Schedule 1.
- 5.2 Quarterly payments in arrears will be made by the Commonwealth following receipt of a correctly rendered invoice for the demand driven services specified in Schedule 1.
- 5.3 For the services specified in Part A Schedule 1, where NIHRACS has, in the reasonable opinion of the Commonwealth, incurred an additional cost in good faith having endeavoured to seek Commonwealth agreement prior to incurring the cost, the Commonwealth agrees to pay that cost.
- 5.4 For the services specified in Part A Schedule 1, where a surplus occurs from the delivery of a particular service, it is to be retained by NIHRACS and used for the costs of delivering the other services outlined in this agreement.

6. PERFORMANCE MANAGEMENT

- 6.1 Both Parties agree to establish performance management and performance guarantee mechanisms as part of the Schedules to this Agreement. Performance management and guarantee mechanisms will be equitable and mutually beneficial.

7. FEES AND CHARGES

- 7.1 NIHRACS agrees to implement fees and charges as per relevant legislation in force on Norfolk Island from time to time.
- 7.2 NIHRACS must notify the Commonwealth in advance of any substantial variation to locally determined fees and charges for health and residential aged care services provided under this Agreement.

8. RISK MANAGEMENT

- 8.1 Both Parties agree to take a proactive approach to risk by putting in place quality assurance and risk control measures.
- 8.2 The Parties agree to apply and comply with the Commonwealth Risk Management Policy as updated or replaced from time to time.
- 8.3 Risks are to be managed at the service level by the Party best placed to do so.

As such both Parties agree:

- (a) NIHRACS will keep a risk register;

(b) NIHRACS will monitor risks with risks to be reported in the performance reports prepared in accordance with Schedule 2 of this Agreement, or more frequently if required by the Commonwealth; and

(c) a consolidated risk report will be prepared by NIHRACS and the Parties will discuss the consolidated risk report bi-annually.

8.4 NIHRACS must take out all appropriate insurances for the potential liability associated with the services specified in Schedule 1, including risks relating to staff, including worker's compensation, professional indemnity and public liability.

9. REPORTING

9.1 Both Parties agree to reporting arrangements that will not unduly burden either party with duplicative reporting.

9.2 Reporting requirements will be set out in Schedule 2 of this Agreement.

10. AUDITS

10.1 Audit requirements are set out in Schedule 2 of this Agreement.

11. RECORDS

11.1 NIHRACS must comply with the record keeping obligations under the *Archives Act 1983* (Cth) and cooperate with the National Archives of Australia on matters relating to the identification and preservation of, and public access to, archival resources of the Commonwealth.

12. ASSETS

12.1 The Commonwealth will develop annual scheduled maintenance plans in consultation with NIHRACS for Commonwealth owned assets.

12.2 The Commonwealth will insure the buildings, assets, equipment and physical resources owned by it and used in the Territory in providing the services. NIHRACS must maintain the assets in accordance with agreed national, industry and NSW standards to ensure the facility is suitable for the provision of the services.

12.3 NIHRACS will also be responsible for the insurance of any NIHRACS owned assets and equipment used in the delivery of the Services.

13. DISPUTE RESOLUTION

13.1 The Parties agree that dispute resolution will be kept at the lowest, most informal level practicable and will incorporate alternative dispute resolution procedures such as mediation. Where mediation is used, an independent mediator acceptable to both Parties will be appointed. If the mediator reports that the dispute cannot be resolved by mediation then an arbitrator acceptable to both Parties will be appointed. The arbitrator's decision will be final and

binding on the Parties. The costs of any mediation or arbitration will be paid equally by both Parties.

14. BRANDING

- 14.1 Both Parties agree that the focus of branding will be on NIHRACS although individual agencies may be acknowledged.
- 14.2 Notwithstanding clause 14.1, parties agree that individual agency or jurisdiction specific branding requirements will be resolved with an emphasis on the needs of the customer.

15. PRIVACY

- 15.1 Both Parties acknowledge that they are obliged to comply with the *Privacy Act 1988* and the Australian Privacy Principles set out under the Act, and any other legislative requirements relating to the storage and handling of personal information.

16. CONFIDENTIALITY

- 16.1 Both Parties undertake to maintain the confidentiality of data provided to them by another person according to the requirements of the person providing the information.

17. SECURITY

- 17.1 Both Parties undertake to maintain the security of data provided to them by another person according to the requirements of the person providing the information.
- 17.2 As a minimum, both Parties agree to meet the following Australian Standards for information security or their equivalent:
- (a) HB 231:2004, Information Security Risk Management Guidelines;
 - (b) AS/NZS ISO/IEC 27002:2006, Information Technology – Security Techniques – Code of Practice for Information Security Management; and
 - (c) AS/NZS ISO/IEC 27001:2006, Information Technology – Security Techniques – Information Security Management Systems – Requirements.

18. COMPLAINT AND QUERY HANDLING

- 18.1 Both Parties agree that the handling of customer complaints and queries must be customer focused and that complaint handling processes must provide complainants with clear and timely resolution.
- 18.2 Over the life the Agreement, both Parties will aspire to meet Standard AS ISO 10002-2006 "Customer Satisfaction - Guidelines for Complaints Handling in Organizations (ISO 10002:2004, MOD)".

- 18.3 Both Parties agree to manage complaints in an integrated fashion to minimise the need for follow up by the customer after the first complaint or query is filed.
- 18.4 Both Parties agree that a complete and integrated complaint resolution process, covering the complaint resolution life-cycle, will include the following elements:
- (a) the information that must be collected and passed between the Parties to facilitate the complaint handling process and minimise the need for repeated customer follow up;
 - (b) the timing of the passing of information; and
 - (c) the coordinating procedures required between parties to ensure the progress of complaint resolution can be monitored and facilitated.
- 18.5 NIHRACS must develop a complaint resolution process that complies with NSW health complaints standards and procedures, to the satisfaction of the Commonwealth and NSW. The Parties agree to make available the approved complaint resolution process to the complainant when a complaint is made.
- 18.6 Both Parties agree to work together to prevent further complaints by identifying why complaints or queries have arisen and jointly determining what can be done to resolve them.
- 18.7 Both Parties agree to ensure all potential handlers of complaints, whether an employee of a Party or of an agent, are trained in the manner in which the interaction with the customer should be conducted and in an appropriate manner.

19. INTELLECTUAL PROPERTY

- 19.1 Ownership of any pre-existing intellectual property remains unchanged as a result of this Agreement, will be recognised and respected under this Agreement and will only be used as authorised by the owner of the intellectual property as permitted under law and as set out in this Agreement.

20. STAKEHOLDER AND CUSTOMER CONSULTATION

- 20.1 The Parties agree that stakeholders will be consulted during design, development and post implementation of new services and that the consultation will be tailored to match the magnitude, diversity and nature of the new service.
- 20.2 Pre-existing customer and stakeholders fora will be used where appropriate to undertake the consultation.

21. INFORMATION MANAGEMENT

- 21.1 Both Parties agree to design data collection and management processes to minimise unnecessary duplication and compliance costs.

- 21.2 Both Parties agree that NIHRACS, at point of contact, must confirm identity according to specifications agreed between all parties as specified in Schedules to this Agreement.

22. DATA QUALITY AND ACCESS

- 22.1 Both Parties agree to collaboratively develop equitable and transparent arrangements that assure data quality and access. This will be reflected in Schedules to this Agreement.

23. NOTICES

- 23.1 A notice under this Agreement is only effective if it is in writing, and addressed as follows:

- (a) if given by the Recipient to the Commonwealth - addressed to:

Executive Director, Territories Division
 Department of Infrastructure, Regional Development and Cities
 GPO Box 594
 Canberra ACT 2601
 Phone: 02 6274 7326

Or other recipients/address as notified by the Commonwealth.

- (b) if given by the Commonwealth to the Recipient –

Manager
 Norfolk Island Health and Residential Aged Care Service
 Grassy Road
 Burnt Pine NORFOLK ISLAND 2899
 Phone: 0011 6723 22091

Or other recipients/address as notified by the Recipient.

- 23.2 Any such notice must be delivered to the other party by hand, prepaid post or transmitted electronically (via email or facsimile) and be signed by the sending party. For the avoidance of doubt, an electronic signature on an email will be taken to be a signed notice for the purpose of this clause 23.2. Subject to clause 23.2, a notice is deemed to be received:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by prepaid post - upon delivery to the relevant address; or
- (c) if transmitted electronically - upon receipt by the sender of either an electronic receipt notification (generated by the system transmitting the notice) or an acknowledgement from the other party that it has received the notice (whichever is earlier).

23.3 If a notice is received:

(a) after 5.00 pm on any Business Day; or

(b) on a day that is not a Business Day.

it is deemed to be received at 9:00am on the next Business Day for the purposes of this clause 23.

IN WITNESS whereof the Parties here to have entered into this Agreement the day and year first herein before written.

SIGNED on behalf of the
COMMONWEALTH OF AUSTRALIA
As represented by the Department of
Infrastructure, Regional
Development and Cities:

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NICOLE PEARSON
GM NORFOLK ISLAND + JST

in the presence of:

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Joanne Boardman

Date: *9 April 2019*

9-4-2019

SIGNED on behalf of the
**Norfolk Island Health and Residential
Aged Care Service** by:

)
)

Kathleen Borman

s47F [Redacted]

MANAGER
N.I.H.R.A.C.S

in the presence of:

)

s47F [Redacted]

Date: *8 April 2019*

s47F [Redacted]

8-4-2019

Schedule 1

PART A - SERVICE SPECIFICATION

1.1. Principles of service delivery

NIHRACS will provide an integrated service model, in line with the multi-purpose service approach for the delivery of health and residential aged care services that addresses the following key principles:

- high quality service provision that provides equity of access to the services for all residents and visiting population;
- encourages a high level of local service delivery by the resident population;
- is inclusive of private sector delivery models including maximising the access to Commonwealth Government health care programs inclusive of the Medicare Benefits Schedule (MBS) and other programs;
- a flexible delivery model to allow for changing service needs and local workforce availability; and
- leadership and community engagement are key factors in delivering a service that has the confidence of the Commonwealth, community and other stakeholders.

1.1.1. Treating overseas patients or Medicare Ineligible Patients

Under the Australian Charter of Healthcare Rights, all health services must provide access to health care regardless of ability to pay.

NIHRACS is expected to understand the guiding principles of the Charter and any Reciprocal Health Care Agreements (RHCA) Australia may have with other countries.

If treating a patient not from an overseas country that Australia has an RHCA with, NIHRACS is expected to treat the patient as a Medicare Ineligible Patient and the patient will be required to pay all medical care and treatment including outpatient visits, admitted care and accommodation.

1.1.2. Key health and aged care service considerations and linkages

NIHRACS will be required to integrate and collaborate with existing health and aged care service providers on Norfolk Island to ensure a streamlined contemporary health and residential aged care system for the Norfolk Island community. To support the delivery of all services, strong relationships and links will need to be established between NIHRACS and:

- mainland Australian secondary and tertiary level public and private hospitals as well as specialists;
- local community health services, community agencies and service providers, including the Norfolk Island community pharmacy;

- mental health services and drug and alcohol services;
- community primary care providers including GPs, Primary Health Networks and other referring centres;
- private, not for profit and other providers including private hospitals, providers of palliative care and residential aged-care services and facilities;
- relevant non-government organisations;
- health interpreter services;
- St John's Ambulance Australia (NSW), emergency medical evacuation services (medivac), NSW Newborn and Paediatric Emergency Transport Services (NETS), and other non-emergency transport services; and
- other relevant government agencies (State and Commonwealth), and the Norfolk Island Police Force.

In facilitating the considerations above, NIHRACS will need to consider the following:

- providing an environment and services that are culturally, physically and age appropriate;
- consideration of emerging technologies that may change service requirements and models of care; and
- implementation of, or access to, hospital avoidance programs and strategies.

1.2. Core functions

The core functions to be delivered by NIHRACS are outlined in the following sections.

Support Services:

1.2.1. Linen

NIHRACS must provide:

- Collection, decontamination, washing, drying, of linen and delivery of adequate quantities of clean linen to each service area.
- Collection, decontamination, washing, drying, and ironing of resident personal clothing including residents of the aged care facilities, and delivery of clean items to the residents.

1.2.2. Cleaning services

- NIHRACS must provide a sterile cleaning area for the pathology laboratory, clinics and wards.
- NIHRACS must clean and sterilise equipment.
- NIHRACS must provide general housekeeping for all areas contained in the health service including cleaning of general facilities such as walls, ceilings, floors, carpet and glass.
- NIHRACS must provide ground and garden maintenance.
- NIHRACS must provide cleaning services for food preparation areas.

- NIHRACS must provide washroom stock – including regular supply of soaps and towelling and sanitary unit removal.

1.2.3. Catering Services

- NIHRACS must provide an industry acceptable food production and delivery system for clients of the health service.
- NIHRACS must obtain nutritional and dietary advice which must be incorporated into the menu development and choices for individual recipients.
- NIHRACS must provide menus to patients daily and meals be delivered and collected from rooms.
- NIHRACS must provide meals to patients of the inpatient services and some non-admitted type services, residential aged care residents.

Clinical Services:

1.2.4. Supported General Practice Clinic

(a) Scope of Service:

NIHRACS must provide and support a general practice clinic available during typical business hours.

(b) Specific Requirements:

NIHRACS must provide:

- Consulting rooms for at least two General Practitioners.
- A General Practice Nurse.
- A General Practice Manager.
- Support to General Practitioners to organise locums as required.

1.2.5. Radiology

(a) Scope of Service:

NIHRACS must provide a low risk diagnostic radiology service as part of ambulatory and inpatient care and mobile unit capacity for x-ray.

(b) Specific Requirements:

As part of the provision of a diagnostic imaging service, NIHRACS must provide:

- Formal links to higher level networked radiology service for consultation and patient transfer.
- Image processing capacity.
- Access to Picture Archiving and Communication System (PACS) / Radiology Information System (RIS).

- Quality and risk management programs in line with current National Safety and Quality Health Service (NSQHS) standards.
- Links with a Radiologist available off-site for reporting.
- Appropriately licensed remote x-ray Contractor/s, able to provide limited radiography services in rural and remote areas.
- A radiation safety plan and if required, a Radiation Safety Officer.

1.2.6. Pathology

(a) Scope of Service

NIHRACS must provide a laboratory providing core pathology services either on-site or via formal networked arrangements.

A range of tests must be available at the site according to clinical need but should include basic haematology, biochemistry and microbiology.

(b) Specific Requirements

As part of the provision of a Pathology service, NIHRACS must:

- Support a timely courier service to a National Association of Testing Authorities / Royal College of Pathologists of Australasia (NATA/RCPA) accredited laboratory for testing.
- Provide collection policies and procedures established by the accredited laboratory.
- Comply with the quality and safety requirements as determined by NATA and the National Pathology Accreditation Advisory Council (NPAAC).
- Have 24 hour on call access to Category G laboratory.
- Adhere to workforce requirements in accordance with standards and guidelines specified by the NPAAC; accredited for compliance by NATA.

1.2.7. Pharmacy

(a) Scope of Service

NIHRACS must provide linkages to the Norfolk Island community pharmacy for patient medicines information, medication chart review, medication supply and staff education.

NIHRACS will not be required to apply for an approval to supply Pharmaceutical Benefits Scheme (PBS) subsidised medicine, in accordance with section 90 of the *National Health Act 1953*.

(b) Specific Requirements

As there will be no operating Pharmacy on the premises, NIHRACS must provide:

- Access to medicines procurement and distribution service through liaising with the community pharmacy or by other means as required.

- Access to patient and staff medicines education.
- Access to therapeutic guidelines.
- Access to drug and therapeutics committee or equivalent.
- Quality and risk management programs in line with current National Safety and Quality Health Service (NSQHS) standards as appropriate.
- A pharmacist available for consultation, advice and support (may include telehealth; outreach; community pharmacist).

1.2.8. Emergency Medicine

(a) Scope of Service:

NIHRACS must provide emergency care within a designated area of the Facility. Basic primary and secondary assessment should be available, including Advanced Life Support (ALS) and stabilisation of critically ill paediatric, adult and trauma patients prior to arrival of a retrieval service.

(b) Specific Requirements:

As part of the provision of an Emergency Medicine service, NIHRACS must provide:

- A purpose specific area to receive and manage emergency presentations, including a co-located resuscitation area with appropriate equipment for paediatric, adult and trauma.
- Life support prior to transfer to definitive care.
- 24-hour access to an aero retrieval and transport service.
- Access to specialty services (may be via telephone, telehealth and/or hospital outreach) such as surgical, medical, orthopaedics, mental health, paediatrics, obstetrics and gynaecology; with ability to transfer and refer.
- Access to formal ALS education and training for nursing and medical staff.
- .
- A medical practitioner on call or available 24 hours a day with post-graduate emergency medicine training (Australasian College for Emergency Medicine (ACEM) non-specialist Emergency Medicine Certificate or equivalent).
- A local clinical emergency response protocol in place to facilitate escalation of care and patient transfer when required.

1.2.9. General and Acute Medicine

(a) Scope of Service:

NIHRACS must provide a General Medicine Service whereby management and appropriate referral is specified by a Medical or Nurse Practitioner. NIHRACS must also provide a limited outpatient service.

(b) Specific Requirements:

As part of the provision of a General Medicine Service, NIHRACS must provide:

- Formal network with South Eastern Sydney Local Health District (SESLHD) including 24-hour access to specialist support and advice (may include telehealth).
- A formal relationship with the ambulance service provider to facilitate escalation of care and patient transfer when required.
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- Admission to community health services with referral pathways.
- Access to a Medical or Nurse Practitioner available 24 hours a day.

1.2.10. Geriatric

(a) Scope of Service:

NIHRACS must provide primarily supportive Geriatric service where personal and nursing care is available as necessary.

(b) Service Requirements:

As part of the provision of a Geriatric service, NIHRACS must provide:

- Referral and management by GP.
- Access to inpatient beds.
- Access to community health services and community aged care services (e.g. Commonwealth Home Support Program and Commonwealth Home Care Packages) as required.
- Access to mental health service for older people.
- Access to health education programs such as falls prevention.

1.2.11. Palliative Care

(a) Scope of Service:

NIHRACS must provide generalist palliative care service provided via a community health, primary care, private and/or non-government organisation (NGO). This may include patient support at home (may be via telephone).

(b) Service Requirements:

As part of the Palliative Care service, NIHRACS must provide:

- Palliative Care Approach Training
- Access to palliative care team, for advice and support (may be via outreach or telehealth).
- Access to community health services.
- Access to pain management service.

- Access to bereavement service.
- Access to pastoral care.
- Access to inpatient beds.
- NIHRACS may also have access to allied health services commensurate with casemix and clinical load.

1.2.12. Oral Health

(a) Scope of Service:

NIHRACS must provide a general dental practice. Care is to be provided by Dentist, Dental Hygienist or Dental Specialist.

NIHRACS must provide facilities for emergency oral health care for inpatients only. Care is to be provided by dentists, dental hygienists or dental specialists.

Mobile or fixed site (standalone or part of another facility) can be utilised in conjunction with the services provided by dental therapists, dental hygienists, dental prosthetists or dentists

(b) Service Requirements:

As part of the Oral health service, NIHRACS must provide:

- A general dental practice.
- An emergency and general oral health care for outpatients.
- Annual dental health checks to children at the Norfolk Island School.

1.2.13. Blood and Blood Products

(a) Scope of Service:

NIHRACS must maintain an adequate supply of blood and blood products.

(b) Service Requirements:

As part of the service, NIHRACS must:

- Manage blood supply in line with the relevant legislation, Blood Framework and National Blood Arrangements as in place from time to time.
- Notify the Department if there is expected to be a substantial variation to the standard blood supplies.

The Commonwealth will fund the provision of blood and blood products through the Commonwealth/State (Commonwealth/Department of Infrastructure, Regional Development and Cities) funding arrangements.

1.2.14. Neonatal

(a) Scope of Service:

NIHRACS must provide antenatal and postnatal care of mothers and babies delivered elsewhere with no complications. Emphasis on education on parenting, bonding, and breastfeeding must be provided.

(b) Specific Requirements:

As part of a Neonatal service, NIHRACS must:

- Provide a clinician competent with Basic Life Support for neonates.
- Access to Midwives, and/or mothercraft nurses and GP care.
- Continuing nursing educational programs available specific to the needs of the service.

1.2.15. Paediatric Medicine

(a) Scope of Service:

NIHRACS must provide primary and emergency care; and stabilisation for children prior to transfer to appropriate higher level of service.

(b) Specific Requirements:

As part of the provision of a Paediatric Medicine service, NIHRACS must provide:

- Capacity to isolate patient in a safe bed.
- Formal network and relationship with higher level service, including 24-hour access to specialist support and advice (may include telehealth).
- Consultation, escalation and patient transfer is organised with networked paediatric service and documented processes with Newborn and paediatric Emergency Transport Service (NETS).
- Appropriate equipment for children (including resuscitation) available on site.
- Access to allied health services commensurate with casemix and clinical load.
- Paediatrician consultation available (may be via telehealth).

1.2.16. Emergency care for children

(a) Scope of Service:

NIHRACS must provide primary and emergency care; and stabilisation for children prior to transfer to appropriate higher level of service.

(b) Specific Requirements:

As part of the provision of a Paediatric service, NIHRACS must provide:

- Capacity to isolate patient in a safe bed.

- Connection with a formal network and relationship with a higher level service within SESLHD, including 24-hour access to specialist support and advice (may include telehealth).
- Consultation, escalation and patient transfer is organised with networked paediatric service and documented processes with Newborn and Paediatric Emergency Transport Service (NETS).
- Appropriate equipment for children (including resuscitation) available on site.
- Access to allied health services commensurate with case-mix and clinical load.
- Paediatrician consultation available (may be via telehealth).

1.2.17. Child and Family Health

(a) Scope of Service:

NIHRACS must provide Family and Child Health services where Early Childhood Services and school health screening programs are conducted by appropriately qualified nurses.

A home visiting capacity, access to GPs and other secondary screening and referral services for management of children with identified needs.

(b) Specific Requirements:

As part of the provision of a Family and Child Health Service, NIHRACS must provide access to:

- A range of assessment treatment information.
- Education and prevention programs, eg. immunisation clinics, for target population.
- Regular follow up of non-attenders/at risk clients.
- Limited child and family counselling, speech pathology, and secondary screening services.
- Liaison with range of professional disciplines including hospital mothercraft and midwifery nurses.
- Continuing nursing educational programs available.

1.2.18. Youth Health

(a) Scope of Service:

NIHRACS must provide a limited range of community and hospital services provided by non-specialist staff. Access to specialist adolescent health services for referral and consultation must be provided when appropriate.

(b) Specific Requirements:

As part of the provision of an Adolescent Health Service, NIHRACS must provide:

- Access to specialist youth health services for referral and consultation.

- Generalist multidisciplinary staff available business hours.

1.2.19. Adult Mental Health (Inpatient Care)

(a) Scope of Service:

NIHRACS must provide general hospital inpatient services without designated or gazetted mental health beds or staff, at the appropriate level, providing mental health care for voluntary patients admitted under management of GP or other Medical Officer, including stabilisation of acute illness prior to moving to higher level of mental health service where necessary.

(b) Specific Requirements:

As part of the provision of an Adult Mental Health – Inpatient service, NIHRACS must provide:

- Linkages to consultation liaison from experienced mental health staff (may be by teleconferencing).
- Reporting and quality assurance activities as required by general medicine for inpatient services.

1.2.20. Adult Mental Health (Community Care)

(a) Scope of Service:

NIHRACS must provide Adult Mental Health (Community Care) services by providing an outreach mental health service. This can be provided by visiting mental health staff in conjunction with general community health staff and GPs.

(b) Specific Requirements:

As part of the provision of an Adult Mental Health – Community service, NIHRACS must provide:

- An allied health counselling service that is accessible by the community.
- Assessment/treatment for common conditions including formal arrangements for Pathology and Pharmacy services and appropriate Diagnostic Imaging service.
- Services provided by general community health staff in conjunction with GPs and visiting mental health staff.
- Emergency services from local health service premises.
- Access to community support services; and Formal relationship with the St John's Ambulance and local Police to facilitate escalation of care and patient transfer when required.

1.2.21. Child/Adolescent Mental Health (Inpatient Care)

(a) Scope of Service:

NIHRACS must provide general inpatient services without designated Paediatric or gazetted mental health beds or staff, at the relevant general medicine level, providing mental health care for voluntary patients admitted under management of GP or other Medical Officer, including stabilisation of acute illness prior to moving to higher level of mental health service where necessary.

(b) Specific Requirements:

As part of the provision of a Child/Adolescent Mental Health – Inpatient service, NIHRACS must provide:

- Linkages to consultation liaison from experienced mental health staff (may be by teleconferencing).
- Reporting and quality assurance activities as required by general medicine for inpatient services.

1.2.22. Older Adult Mental Health (Inpatient Care)

(a) Scope of Service:

NIHRACS must provide general inpatient services without designated or gazetted psychogeriatric beds or staff, at the relevant general medicine level or above, providing mental health care for older voluntary patients admitted under management of GP or other Medical Officer including stabilisation of acute illness prior to moving to higher level of mental health service where necessary.

(b) Specific Requirements:

As part of the provision of an Older Adult Mental Health service, NIHRACS must provide:

- Linkages to consultation-liaison from experienced mental health staff (may be by teleconferencing) and may have formal links with Aged Care Assessment Teams (ACAT), other Ageing and Disability Services.
- Access facilitated to home support programs (eg. Home and Community Care Services, Meals on Wheels).
- Reporting and quality assurance activities as required by general medicine for inpatient services.

1.2.23. Drug and Alcohol Services

(a) Scope of Service:

NIHRACS must provide a limited range of drug and alcohol services provided in a general health service setting by a GP or non-specialist staff in consultation with specialist drug and alcohol services or GP.

(b) Specific Requirements:

As part of the provision of a Drug and Alcohol Service, NIHRACS must provide:

- Access to specialist medical and other back-up by means of referral.
- Un-medicated detoxification.

1.2.24. Community Health – general

(a) Scope of Service:

NIHRACS must provide a limited range of community services provided by non-specialist staff.

(b) Service Requirements:

As part of a Community Health service, NIHRACS must provide:

- Generalist community nursing service provided by a community health nurse.
- Administration of the Norfolk Island Patient Travel and Accommodation Assistance Scheme so patients can access specialist health care on the mainland.

NIHRACS should also consider the following:

- Provision of complex wound management, continence management opportunistic immunisation, domestic violence screening and/or chronic care;
- Provision of outreach services including home visits according to community needs;
- Provision of regular clinics;
- Provision of mammography services;
- Provision of programs to raise awareness and provide information and/or referral/liaison to available primary, community services (e.g. continence programs), according to community needs;
- Provision of access to counselling services; and
- Provision of advice, support and appropriate referral to self-management strategies including health education.

1.2.25. Community Nursing

(a) Scope of Service:

NIHRACS must provide a coordinated and direct care service and development of care plans in close liaison with GP and other community support services. Associations must be available with community based and inpatient services.

1.2.26. Sexual Health Services

(a) Scope of Service:

NIHRACS must provide emergency services to conduct assessment, treatment and appropriate referral by a nurse or Medical Practitioner with limited training in STDs/HIV.

(a) Service Requirements:

As part of the sexual health service, NIHRACS must provide:

- i. Access to identified sexual health services.
- ii. Pathology.
- iii. Provide health information through pamphlets and other media.

1.2.27. Sexual Assault Services

(a) Scope of Service:

NIHRACS must be able to provide treatment or support prior to the referral to designated sexual assault services. NIHRACS must also provide assistance with transportation to a referral centre and direct connections with Sexual Assault Services and procedures in place for the referral developed in consultation with the appropriate service.

(b) Service Requirements:

As part of a Sexual Assault Service, NIHRACS must provide:

- Employees training in relation to the recognition and notification of sexual assault.
- Distribution of copies for awareness in recognising and notifying child abuse, neglect and the procedures for frontline health professionals and a policy for protecting children and young people from physical, sexual, emotional abuse and neglect.
- Formal linkage with local Police.
- Provide clinical and psychological support for victims if required

1.2.28. Residential aged care – permanent and respite

(a) Scope of Service

NIHRACS must provide residential aged care services on a permanent and respite basis.

(b) Service Requirements

Residential aged care provides a range of care options and accommodation for older people who are unable to continue living independently in their own homes. The type of care provided ranges from personal care to assist with activities of daily living through to nursing care on a 24-hour basis.

Residential care is provided on a permanent or respite basis. Residential respite provides short-term care on a planned or emergency basis in aged care homes to people who have been assessed and approved to receive it.

Residential respite provides short-term care in aged care homes.

The primary purpose of residential respite is to give a carer or care recipient a break from their usual care arrangements. Residential respite may be used on a planned or emergency basis.

1.2.29. Child and Family Wellbeing Unit

(a) Scope of Service:

NIHRACS will support the safety and wellbeing of children and their families on Norfolk Island through an integrated and well-coordinated professional service.

(b) Specific Requirements:

As part of the provision of a Child and Family Wellbeing Unit (the Unit), NIHRACS will ensure the service:

- Mitigates substantiated risks to child safety and wellbeing through statutory interventions;
- Ensures good family functioning that supports the best interests of children and enables them to thrive;
- Intervenes early at a child, family and community level to strengthen wellbeing and respectful relationships;
- Influences community norms, attitudes and behaviours to improve and sustain personal safety and wellbeing and ensure protection and inclusion for future generations; and
- Builds staff, sector and community capacity through partnership and education.

In addition, NIHRACS will:

- lease premises off-site to accommodate the Unit;
- provide operational support including:
 - staffing costs including relocation expenses
 - professional development expenses
 - crisis accommodation on and off island through a range of residence types
 - complaint investigatory services through a private complaint management service
 - furniture, equipment, phones, ICT and any additional works to be undertaken at the leases unit premises
- enter into a Memorandum of Understanding with Key Assets on the management and oversight of the Child and Family Wellbeing Unit.

1.3. **General delivery requirements**

In delivering the Services described above, NIHRACS should have regard to the following general requirements.

1.3.1. Health and Safety

NIHRACS must be committed to providing a safe and healthy workplace for workers (including employees, labour hire staff, contractors, subcontractors and visitors) and all other person whose health or safety could be at risk through its work. NIHRACS will do this by:

- Ensuring compliance with relevant legislation and supporting regulations and code of practice.
- Implementing and maintaining a work health and safety (WHS) management system, and the policies, procedures and guidelines necessary to support and implement this policy.

1.3.2. Clinical Records

NIHRACS must take all reasonable steps to ensure that clinical record keeping for all health service. Patients and aged care residents and clients under the Specified Personnel's care are undertaken and completed in a timely manner and in accordance with the requirements below. Records for these patient types must be maintained separately from the General Practice.

Completion of all clinical records by employed personnel must comply with contemporary medical documentation standards, including the National Inpatient Medication Chart.

Additionally:

- Diagnostics must be signed off within the medical records.
- Discharge summaries are to be completed for all overnight admissions and completed within 48 hours of discharge.

Clinical records of health service Patients and Aged Care Residents are the property of NIHRACS.

NIHRACS must comply with requirements as stated in the NSW Health General Disposal Authority GDA17.

NIHRACS must ensure that its personnel comply with all requirements of privacy legislation in the maintenance and security of all clinical records.

1.3.3. Reporting requirements

NIHRACS is required to report to the Department on clinical activity, financial and other elements. These requirements are specified in Schedule 2.

1.3.4. Disaster Management

NIHRACS will reinforce the ability of the Norfolk Island Regional Council to coordinate planning, response and recovery phases of a disaster, emergency or major incident.

NIHRACS must participate in and contribute to disaster and counter disaster planning, implementation, simulated disasters and other training exercises and key performance indicators as reasonably determined from time to time by the Department. NIHRACS will fulfil the roles and responsibilities allocated to Medical Services within the Norfolk Island Disaster and Emergency Plan (NORDISPLAN).

NIHRACS will undertake the role of the Functional Service Coordinator (FSC) – Health as specified in Norfolk Island Disaster and Emergency Plan (NORDISPLAN). FSC's are

responsible for the planning, command, control and communications of specific emergency response and recovery operations.

Compliance will include fulfilling the minimum requirements for:

- Maintaining links and participation in the Norfolk Island disaster management initiatives including training and exercises.
- Disaster surge capacity establishment.
- Continuous supply of utilities to the Facility in the context of an internal / external disruption to service.
- Business continuity plans in place.

1.3.5. Training and education

Training and education must be undertaken in all service lines in order to provide current evidence-informed care.

The training and education provided in respect of a particular service line must be consistent with the Role Delineation required for that Service.

Training and education must include:

- nursing and Allied Health professional teaching, training and education in accordance with specialty requirements.
- staff for training and education that reflect the corresponding Role Delineation requirements.
- provision of and access to e-learning for all staff groups (including non-clinical).
- links with partner professions and agencies.

1.3.6. Continuous Quality Improvement

NIHRACS is responsible for all costs, including travel, associated with continuing quality improvement programs and activities, including training and education, undertaken by the personnel.

NIHRACS must ensure that its personnel participate in programs and activities appropriate to the personnel's speciality as are reasonably necessary to assure the quality of the care and services provided.

NIHRACS must ensure that its personnel participate in continuing quality improvement programs and activities, relating to the delivery of the services in this Agreement, as requested by the Department and these programs and activities include:

- Regular attendance and involvement in quality and safety meetings.
- Morbidity and mortality reviews and implementation of review outcomes.

- Assessment of near misses and other information gathered through the incident reporting system, and implementation of assessment outcomes.


1.3.7. Staff requirements

NIHRACS must ensure that relevant staff:


- comply with all legal and professional requirements.
- with a 'protected title' are registered with their corresponding National Board supported by the Australian Health Practitioner Regulation Agency (AHPRA) in the framework of a Health Profession Agreement.
- are appropriately credentialed and function within their scope of practice.
- that are medical officers are pre-approved to use of the facilities and admitting rights.
- have a valid police check.
- if moving from a mainland state or territory, provide a Working With Children's check or equivalent
- must be able to attend the health service within 15 minutes of being contacted (noting that response times may vary as clinically appropriate).
- must be contactable when required to be on call.
- are practising their profession with appropriate indemnity insurance arrangements.
- comply with mandatory reporting responsibilities and advise AHPRA or a National Board if they have formed a reasonable belief that a health practitioner has behaved in a way that constitutes notifiable conduct in relation to the practice of their profession.

1.4. Standards and Key Performance Indicators (KPIs)


s47(1)(b)



s47(1)(b)



s47(1)(b)



1.5. Requirements for Deliverables

1.5.1. Billing arrangements

NIHRACS will be responsible for all patient, client and sub-contractor billing. The following guidance is provided for NIHRACS in developing its pricing schedule and operational plan:

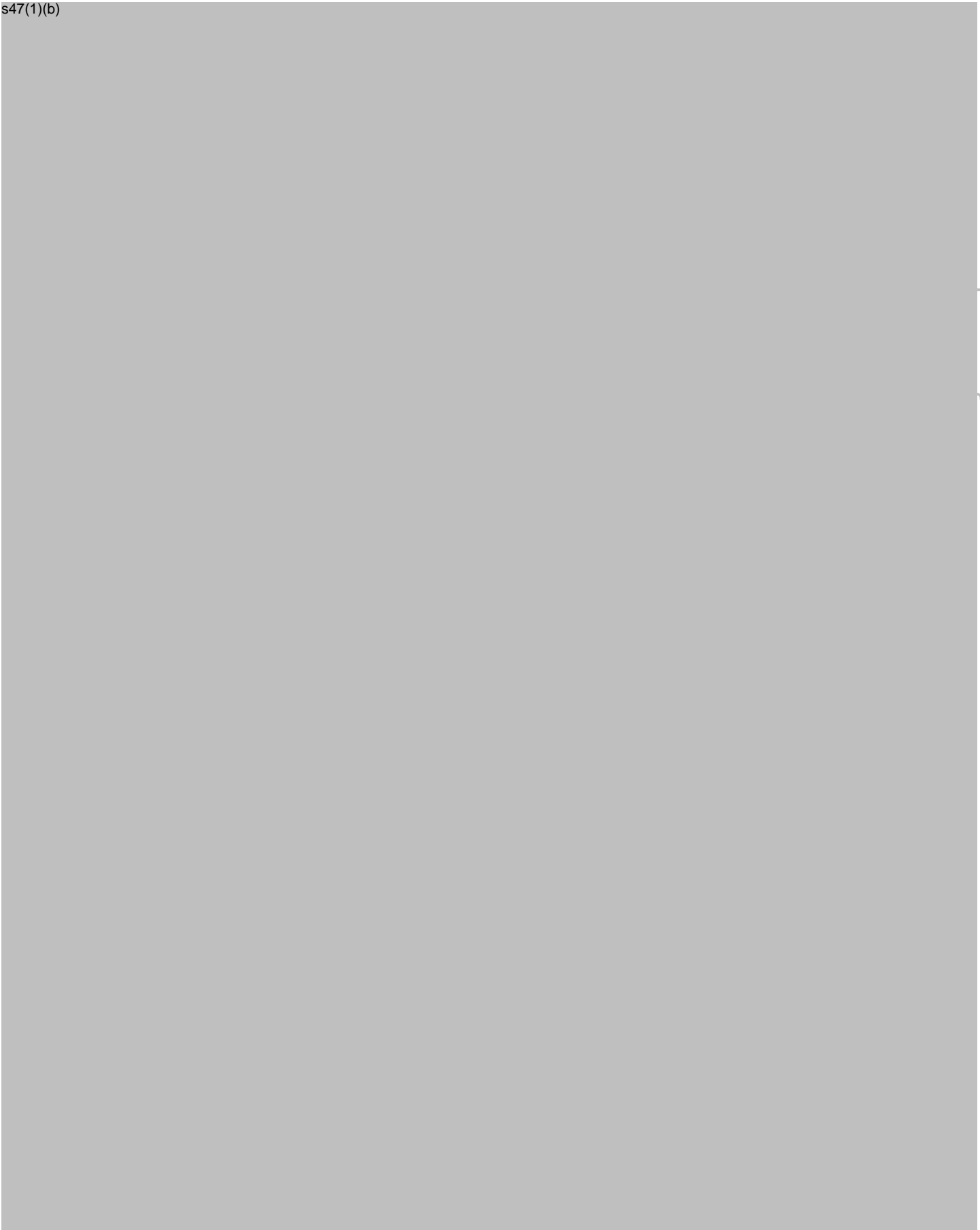
Patient type	Description	Billing arrangement
General practice patient	Receives general practice services from a general practitioner in the practice rooms.	Private general practice arrangement. Medicare eligible residents to be bulk billed at MBS schedule fee where appropriate.
Emergency – general practice patient	Patient received emergency medical care but did not require admission to the Hospital or transfer to another inpatient facility.	Private general practice arrangement. Medicare eligible residents to be bulk billed at MBS schedule fee.
Emergency – hospital patient	Patient received emergency (medical or nursing) care service and subsequently as a part of the emergency care require admission to the Hospital or transfer to another inpatient facility	Private general practice arrangement. Medicare eligible residents to be bulk billed at MBS schedule fee only up until the admission or transfer.
Hospital patient	Patient is admitted to the hospital and received inpatient care. Upon making the decision to transfer the patient to another facility that person will be classified as a Hospital patient from that point onwards.	No billing of public patients. Private billing for services provided to private or compensable patients.
Aged care – general practice patient	Where an aged care resident receives general practice services from a general practitioner in the	Private general practice arrangement. Medicare eligible residents to be bulk

	practice rooms or as a “home visit” in the aged care residents rooms at the aged care facility, or their home.	billed at MBS schedule fee.
Dental	Services provider by dental therapists, dental hygienists, dental prosthetists or dentists	Eligible services to be billed to MBS. No charge for school age children and holders of a Commonwealth Health Care Card. All other patients to be charged in accordance with NIHRACS fees.
Other allied health services	Includes non-admitted services provided by allied health and other providers.	Eligible services to be billed to MBS. Schedule of fees to be provided by the NIHRACS.
Pathology services for external	Includes and drug and alcohol testing for external agencies	Schedule of fees to be provided by the NIHRACS.
Community health general	Includes mammography services	Schedule of fees to be provided by the NIHRACS.

Note: Exemptions under Section 19(2) of the *Health Insurance Act 1973* allow exempted eligible sites to claim against the Medicare Benefits Schedule (MBS) for non-admitted, non-referred professional services (including nursing, midwifery, allied and dental services) provided in emergency departments and outpatient clinics. However, NIHRACS must note, where an eligible service is delivered through a private practice (e.g. GP co-located at the MPS site but not employed by NIHRACS), NIHRACS may choose to privately bill patients at its own discretion, which may incur out-of-pocket costs.

PART B – NIHRACS BUDGET

s47(1)(b)



Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

Schedule 2 - REPORTING REQUIREMENTS

1. General obligations

NIHRACS must:

- 1.1. provide reports in the areas of performance, activity, finance, facility management and other reporting;
- 1.2. provide all reports outlined in this Schedule 2, and those required by the Accrediting Body and Department (acting reasonably) and Commonwealth Governments to the authorised representative of the Department of Infrastructure, Regional Development and Cities (Authorised Representative);
- 1.3. provide all reports in the manner and format required by the Department;
- 1.4. provide to the Department such information in relation to the Services that the Department reasonably requires including all information reasonably required to answer ministerial enquiries and parliamentary questions within the given timeframes, using the required format as directed by the Department;
- 1.5. provide all reports in accordance with the timeframes indicated in this Schedule 2, as updated from time to time, including:
 - (a) monthly reports provided within seven Business Days of the end of the period;
 - (b) quarterly reports provided within 14 Business Days of the end of the period;
 - (c) annual reports (other than the Annual Report) provided within 20 Business Days of the end of the period; and
 - (d) if no period is specified, at reasonably periodic intervals as required by SESLHD and notified to NIHRACS;
- 1.6. ensure all information management and technology systems have the capability to provide all data reasonably required by SESLHD;
- 1.7. work with the Department and SESLHD in providing data, at least as provided by other similar Multi-Purpose services; and
- 1.8. upon request, grant permission to the Authorised Representative to access all activity data sets held centrally by NIHRACS.

2. Performance Reporting

Clinical and Corporate Governance

NIHRACS must report on the following:

- 2.1. A listing of the Department's policies being adhered to by NIHRACS to the extent that they are relevant to the Services and any policies introduced by NIHRACS, reported annually;
- 2.2. report by exception any material deviations in compliance, and remedial action taken, annually against NIHRACS' own business continuity plan and

against the current Department business continuity plan as updated from time to time;

- 2.3. compliance with and revision of NIHRACS' service delivery plan, reported annually;
- 2.4. the number of clinical staff performance reviews completed, reported annually;
- 2.5. evidence (as required by the Department) of current licensing as required by industry regulators and report on any key recommendations or areas for improvement (including in respect of any Adverse Licence Conditions).

3. Safety and Quality

NIHRACS must:

- 3.1. following identification and incident classification, report all actual incidents, both clinical and corporate to the Authorised Representative and SESLHD, within 24 hours of NIHRACS becoming aware of the incident;
- 3.2. within the annual report, provide a summary of NIHRACS continuous quality improvement process including any changes implemented;
- 3.3. report annually on compliance with all aspects of the Safety, Quality and Risk Management Plan including explanation of deviations from the plan; and
- 3.4. report by exception any materials in compliance, and remedial action taken, annually on all aspects of the Safety, Quality and Risk Management Plan.

4. Risk Management

NIHRACS must:

- 4.1. provide verbal reports to the Authorised Representative and SESLHD for high and extreme levels of clinical, corporate and occupational health and safety risks (as identified in accordance with the Safety, Quality and Risk Management Plan) on the day the risk is identified, or the day the NIHRACS becomes aware the risk has been identified, with a written report following at a reasonable timeframe (but in any event not later than the date for provision of the next Monthly Performance Report in accordance with this document);
- 4.2. provide the formal risk register to Authorised Representative and SESLHD every six months; and

5. Key Performance Indicators and Targets

NIHRACS must:

- 5.1. provide the Department and SESLHD with a copy of any report relating to the Accreditation Requirements of the Facility received from the Accrediting Body or ACSQHC within 14 days of receipt of the report;

- 5.2. provide the Department and SESLHD with a copy of Patient satisfaction surveys in relation to the Services and report on the results and outcomes of the surveys annually;
- 5.3. report on all KPIs within the required timeframe as set out in the KPI Table found at 1.4 in Part A Schedule 1;
- 5.4. provide any other reports or information reasonably required by the Department, Commonwealth or SESLHD, including but not limited to any future changes in clinical indicator reporting requirements; and
- 5.5. in relation to the Performance KPIs, generate reports (in a form approved by the Department and SESLHD) for review at relevant hospital safety and quality or clinical governance committees.

6. Activity Reporting

6.1. General

NIHRACS must submit reports on health service activity for Admitted, emergency and Non-Admitted episodes involving all Patients as required by the Department, Commonwealth Governments and SESLHD. These reporting requirements may change from time to time at the discretion of the Department.

6.2. Quarterly reports

NIHRACS must submit to the Department and SESLHD each Operating Quarter during the Operating Term, within seven days of the end of the Operating Quarter (unless otherwise stated):

- (a) the 'Quarterly Activity Report' (in the form required by the Department and SESLHD) setting out the volume of the Services undertaken for the immediately preceding Operating Quarter, and which must contain full details of (among other things):
 - the Services provided by Service Category during the Operating Quarter to which the report relates, reconciled with the information contained in the individual Patient records;
 - the Services provided by Service Category from the commencement of that Operating Year to the end of the Operating Quarter to which the report relates;
 - the volume of Services provided from the commencement of that Operating Year to the end of the Operating Quarter to which the report relates;
 - the number of Bed Days used by NIHRACS, provided by Service Category, for the preceding Operating Quarter;
 - compensable Patient activity volumes for the relevant Operating Quarter;
 - instances of Patient transfers, including such information as the Department may reasonably require from time to time; and

- any other information that the Department or SESLHD reasonably considers appropriate.

7. Performance audit report

If requested by the Commonwealth, NIHRACS must comply with the terms of the audit request.

8. Patient referral and transport report

- 8.1. NIHRACS must submit reports on all referrals and/or subsequent transfers for Admitted, Non-Admitted and Emergency patients of the health service as required by the Commonwealth or SESLHD.
- 8.2. For each patient requiring a referral or transport to another service for specialist outpatient clinics or inter-hospital transfer to a mainland facility, a record of the following should be kept by the referring service:
 - (a) Admission number
 - (b) Medical record number
 - (c) Medicare number
 - (d) Admission status
 - (e) First and last name
 - (f) Date of birth
 - (g) Date and time of Admission at referring hospital site
 - (h) Date and time of Discharge from referring hospital site
 - (i) Referring Hospital Site Name
 - (j) Referring Medical Practitioner name
 - (k) Referring Medical Practitioner provider number
 - (l) Service(s) you are referring the patient to
 - (m) Reason for referral
 - (n) Date and time of referral
 - (o) Accepting hospital name
 - (p) Accepting hospital address
 - (q) Name of medical escort if any
 - (r) Type of transfer: commercial or charter
 - (s) Flight number
 - (t) Estimated time of arrival at destination

NIHRACS may provide additional patient level data as requested.

Financial Reporting

8.3. Finance Report

- (a) NIHRACS must provide a monthly Finance Report including a summary of the financial performance for the preceding month and the financial performance year-to-date as at the end of the preceding month.

8.4. Financial Statements

- (a) No later than four months after the end of each Financial Year, NIHRACS must provide the Authorised Representative:
- unconsolidated audited financial statements for the previous Financial Year for NIHRACS;
 - the audited financial statements for the previous Financial Year of any consolidated entity of which NIHRACS forms part;
 - upon request by the Department, copies of all documents, reports, plans, materials, certificates, notices (including any updated financial models or reports) which the NIHRACS provides to any Debt Financier.
 - Each of the documents to be provided to the Department must be accompanied by a certificate signed by the NIHRACS Manager certifying that the information provided is accurate, complete and correct in all respects.
- (b) NIHRACS must prepare (or procure the preparation of) the accounts and financial statements in compliance with law and, without limitation, in accordance with the accounting principles generally accepted in Australia and consistently applied.
- (c) Financial statements for the Operating Year must be audited.

8.5. Financial Audits

NIHRACS must provide to the Department and SESLHD, within 120 days of the end of each Operating Year during the Operating Term, an audit report, prepared by an independent and reputable auditor, who is a member of the Certified Practising Accountants of Australia or Institute of Chartered Accountants or National Institute of Accountants, and who has audited the financial statements for that Operating Year for the annual report.

8.6. Other Reporting

Annual Report

- (a) NIHRACS must provide to the Department and SESLHD an annual report on the operations of the service establishing compliance with the requirements to be agreed (the Annual Report). The Annual Report must be published within two months of receipt of the audited financial statements.

- (b) The Annual Report must cover the requirements set out in this Section, giving emphasis to the range, quality, responsiveness and appropriateness of Services delivered.
- (c) The Annual Report must report in reasonable detail as required by the Department and SESLHD on (among other things) the following topics:
- role and structure of the facility;
 - reporting structure to the Department;
 - role delineation of services;
 - IM&T Systems;
 - interactions and relationships with other health and aged care service providers;
 - workforce (including Key Personnel and staff turnover);
 - teaching and training Services;
 - patient and Consumer satisfaction and complaints;
 - stakeholder engagement and communication report;
 - disability access and inclusion;
 - performance and quality indicators and targets (including performance against KPIs);
 - summary of activity and utilisation;
 - audited financial statements and audit reports for the Operating year.

8.7. General Undertakings

- (a) NIHRACS must provide the Department (within five Business Days of its receipt or sending) a copy of any notice, report, order or communication sent by or received by NIHRACS to or from or with any Authority or other person in relation to the Facility or the Services which is material to the performance of NIHRACS' obligations in respect of this agreement.
- (b) When the communication is oral, NIHRACS must pass on the substance of the communication in writing.

DEED OF VARIATION

DEED OF VARIATION OF THE AGREEMENT FOR THE DELIVERY OF HEALTH, AGED CARE AND MEDICAL SERVICES ON NORFOLK ISLAND

COMMONWEALTH OF AUSTRALIA as represented by the **DEPARTMENT OF INFRASTRUCTURE, TRANSPORT, REGIONAL DEVELOPMENT, COMMUNICATIONS AND THE ARTS**, ABN 86 267 354 017 (**Commonwealth**)

The **NORFOLK ISLAND HEALTH AND RESIDENTIAL AGED CARE SERVICE**, ABN 19 273 190 722 (**NIHRACS**)

Variation number: 10

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Date

This Deed of Variation is made on the 25 day of March 2024.

Parties

This Deed is made between and binds the following parties:

1. The **COMMONWEALTH OF AUSTRALIA** as represented by the **DEPARTMENT OF INFRASTRUCTURE, TRANSPORT, REGIONAL DEVELOPMENT, COMMUNICATIONS AND THE ARTS**, ABN 86 267 354 017, of 111 Alinga Street, Canberra, ACT 2601 (**Commonwealth**)
2. **NORFOLK ISLAND HEALTH AND RESIDENTIAL AGED CARE SERVICE**, ABN 19 273 190 722, of 2 Grassy Road, Norfolk Island 2899 (**NIHRACS**)

Context

This Deed is made in the following context:

- A. The parties entered into the Agreement.
- B. The parties have previously varied the Agreement:
 - (a) on or around 20 March 2020;
 - (b) on or around 22 April 2020;
 - (c) on or around 28 September 2020;
 - (d) on or around 19 February 2021;
 - (e) on or around 30 June 2021;
 - (f) on or around 29 March 2022;
 - (g) on or around 30 September 2022;
 - (h) on or around 23 December 2022; and
 - (i) on or around 26 September 2023,**(Former Variations)**.
- C. The parties have agreed to further vary the Agreement on the terms and conditions contained in this Deed.

Operative provisions

In consideration of the mutual promises contained in this Deed, the parties to this Deed agree as follows:

1. Definitions and Interpretation

1.1 Definitions

1.1.1. In this Deed, unless the contrary intention indicates otherwise:

Agreement means the Agreement executed by the parties and dated 9 April 2019 in relation to the delivery of health, aged care and medical services on Norfolk Island, as varied by the Former Variations.

Deed means this Deed and includes all schedules and attachments (if any) to this Deed.

Effective Date means midnight on 31 March 2024.

2. Commencement

2.1.1. The terms of this Deed apply on and from the Effective Date.

3. Variation of the Agreement

3.1.1. The parties agree that on and from the Effective Date, the Agreement is varied as shown in Attachment A by:

- a. inserting all text that is underlined; and
- b. deleting all text that is struck through.

4. Costs

4.1.1. Subject to clause 4.1.2, each party will bear its own costs and expenses (including legal costs) arising out of and incidental to the negotiation, preparation, execution and delivery of this Deed.

4.1.2. Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) that are payable in connection with this Deed must be paid by NIHRACS.

5. Entire agreement and variation

5.1.1. The parties confirm all the other provisions of the Agreement and, subject only to the variations contained in this Deed, the Agreement shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Deed were supplemental to the Agreement.

5.1.2. This Deed and the Agreement, when read together, contain the entire agreement of the parties with respect to the parties' rights and obligations under the Agreement and supersede all prior understandings and representations between the parties with respect to the parties' rights and obligations under the Agreement.

5.1.3. Each party will take such steps, execute all such documents and do all such acts and things as may be reasonably required by any other party to give effect to any of the transactions contemplated by this Deed.

5.1.4. The provisions of this Deed will not be varied either in law or in equity except by agreement in writing signed by the parties.

6. Applicable law

6.1.1. This Deed is governed by and must be construed in accordance with the laws applicable in the Australian Capital Territory.

6.1.2. Each party submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

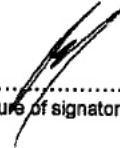
7. Counterparts

7.1.1. This Deed may be signed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document. Execution of the Deed will be complete when each party holds a copy of this Deed signed by the other party.

EXECUTED as a Deed.


SIGNED SEALED AND DELIVERED for and on)
behalf of the COMMONWEALTH OF)
AUSTRALIA, as represented by the)
DEPARTMENT OF INFRASTRUCTURE,)
TRANSPORT, REGIONAL DEVELOPMENT,)
COMMUNICATIONS AND THE ARTS)
ABN 86 267 354 017 by its duly authorised)
officer:)

Kynan Gowland.....
(print full name of signatory)


.....
(Signature of signatory)

Acting Assistant Secretary.....
(print title of signatory)

in the presence of:


.....
(Signature of witness)

Ben Cohn.....
(Print full name of witness)

EXECUTED AS A DEED on behalf of NORFOLK)
ISLAND HEALTH AND RESIDENTIAL AGED)
CARE SERVICE ABN 19 273 190 722 by its duly)
authorised officer:)

Kathleen Borman
.....
(print full name of signatory)


s47F 

27.3.2024

(Signature of signatory)

Manager Norfolk Island Health and Residential Aged Care Services
.....
(print title of signatory)

in the presence of:

s47F 
.....
(Signature of witness)

s47F 
.....
(Print full name of witness)

ATTACHMENT A – VARIATIONS TO AGREEMENT

THIS AGREEMENT is made on the 9 day of April 2019 BETWEEN

COMMONWEALTH OF AUSTRALIA ("the Commonwealth") AND

THE NORFOLK ISLAND HEALTH AND RESIDENTIAL AGED CARE SERVICE
(NIHRACS)

RECITALS:

NIHRACS will provide an integrated service model, in line with the multi-purpose service approach for the delivery of health and residential aged care services.

DEFINITIONS:

Accredited Medical Practitioner means a doctor practising medicine who is registered with the Medical Board of Australia. Relevant registration categories include specialist, general, provisional, and limited registration.

Annual Works Plan means the plan that outlines the scheduled maintenance, replacement, refurbishment or purchase of Medical Equipment, Non-Medical FF&E and hospital engineering services.

ARPANSA Source Licence means the source licence dated 24 June 2019 at Schedule 3 to this Agreement issued to the Department by the Australian Radiation Protection and Nuclear Safety Agency under section 33 of the Australian Radiation Protection and Nuclear Safety Act 1998 and as updated from time to time.

Authorised Representative means the authorised representative of the Department.

Commonwealth means the Commonwealth of Australia as represented by the Department.

Commonwealth Home Support Programme means a consolidated programme providing entry-level home support for older people that promotes independent living.

Department means Australian Government Department of Infrastructure, Transport, Regional Development, Communications and the Arts.

Extension Date means the earlier of:

- (a) 30 June 2024; and
- (b) the date on which a new agreement between the parties comes into force.

Medicare Benefits Schedule (MBS) lists a wide range of consultations, procedures

and other services that are subsidised by the Australian Government under Medicare.

Medicare Ineligible Person refers to patients that: do not hold a valid Medicare card; are from a country who does not have a Reciprocal Health Care Agreement with Australia; do not a refugee or asylum seeker status.

Multi-Purpose Services (MPS) refers to a model of service provision. It is a joint Commonwealth and State or Territory initiative that seeks to improve the provision of community, aged and health care services in rural and remote areas.

National Board means the relevant board by which a health professional that is part of the National Registration and Accreditation Scheme is represented by.

NIHRACS Manager means the Manager of the NIHRACS appointed under the *Norfolk Island Health and Residential Aged Care Service Act 1985* (NI).

Pharmaceutical Benefits Scheme (PBS) means a program of the Australian Government that provides subsidised prescription drugs to residents of Australia, as well as certain foreign visitors covered by a Reciprocal Health Care Agreement.

Picture Archiving and Communication System (PACS) means a technology for the short- and long-term storage, retrieval, management, distribution and presentation of medical images.

Protected Title means professional titles in the National Law that must be registered with the corresponding National Board.

Tripartite Multi-Purpose Service Agreement means the Multi-Purpose Service Agreement made under the *Aged Care Act 1997* (Cth) as varied 30 June 2022 at Schedule 4 to this Agreement.

Radiology Information System (RIS) means a system used to schedule patient appointments and record a patient's radiology history.

Relevant State or Territory means a State or Territory that has agreed to provide support to NIHRACS for the delivery of health services on Norfolk Island.

Requirements means the services described in the Schedule 1 of this Agreement.

Specification means the Statement of Requirements described in Schedule 1 of this Agreement.

1. TERM OF THE AGREEMENT

Commencement

- 1.1 This Agreement commences when signed by both Parties and, subject to clause 1.2 and the terms of this Agreement, shall end on the Extension Date unless terminated earlier.
- 1.2 The Commonwealth may, in its absolute discretion, extend the term of this Agreement by up to three periods of one month on giving notice in writing to NIHRACS of the extension.

Revoke

- 1.3 This agreement revokes and replaces all former agreements and understandings between the parties.

Extension

- 1.4 During the term, the Parties may commence discussions for renewal of this Agreement.

Variation

- 1.5 This Agreement may be varied by agreement in writing between the Parties.

2. GOVERNANCE AND DECISION MAKING

- 2.1 Both Parties are jointly responsible for maintaining the currency of this Agreement. As such, the Parties will periodically review and update this Agreement.
- 2.2 In the first year of the Agreement, the Parties agree to meet and review its operation in the first, second and third quarters of the year. In subsequent years the Parties will meet annually for the duration of the Agreement.
- 2.3 The NIHRACS agrees that it is a fundamental condition of this agreement that the NIHRACS improves the efficiency of service delivery and continues to modernise and reform service delivery. A baseline will be established from which the agreed services will be reviewed against to establish whether NIHRACS is satisfactorily progressing towards meeting the service delivery standards outlined in Schedule 1. This will also be used to determine optimal funding and service delivery models for future years.
- 2.4 The Parties agree that, apart from any specific obligations, the management of the services will generally be undertaken in accordance with the Australian National Audit Office's "Public Sector Governance – Better Practice Guide" and relevant principles set out in Australian Standards AS 8000, 8001, 8002, 8003, 8004-2003 'Corporate Governance – Good Governance Principles', as updated from time to time.
- 2.5 Both Parties recognise the NIHRACS Governance Committee (the Committee) exists to provide advice on the effective delivery of high quality health and aged care services that meet the needs of the community of Norfolk Island. The Parties agree that the

NIHRACS Manager must at all times be a member of the Committee.

- 2.6 Both Parties recognise the Tripartite Multi-Purpose Service Agreement with the Commonwealth Department of Health.

3. ROLES AND RESPONSIBILITIES

3.1 NIHRACS is responsible for:

- (a) delivering and administering the health and residential aged care services provided in Part A Schedule 1 to this agreement within the funding allocated in Part A of Schedule 1;
- (b) applying national and the Relevant State or Territory service delivery standards set out in this Agreement, including those for specific services set out in Part A Schedule 1;
- (c) developing appropriate internal monitoring and reporting mechanisms to meet the standards and key performance indicators specified in Part A Schedule 1;
- (d) developing plans including resourcing plans for the long term management, maintenance and renewal of assets owned or transferred by the Commonwealth for the provision of services;
- (e) notifying the Commonwealth immediately of any significant issues that come to NIHRACS' attention which:
 - i. are currently impacting, or are likely to impact, service delivery; or
 - ii. are currently having or are likely to have a material impact on the agreed budget for the services;
- (f) providing reports as specified in Schedule 2 of this Agreement;
- (g) engaging staff under formally agreed employment arrangements to a level that meets Relevant State or Territory requirements and is commensurate with the size and needs of Norfolk Island;
- (h) utilising national rural and remote networks and visiting specialist staff as appropriate, having regard to the Comprehensive Health Services Plan;
- (i) achieving and maintaining the accreditations and licences required to deliver the scope of services as per Schedule 1, Part A – Service Specification;;
- (j) providing general practitioners and other private providers access to reasonable professional development, education and training;
- (k) establishing and maintaining necessary insurance coverage for NIHRACS and ancillary services including medical malpractice, worker's compensation and public liability;
- (l) developing a Business Continuity Plan to cover emergency responses and provide safe working environment for staff in the event of natural disaster or other unforeseen circumstances;

- (m) establishing and maintaining a Panel for emergency medical evacuations (Medevac); and
- (n) identifying and administering policies and procedures for:
 - i. management of information;
 - ii. protection of information;
 - iii. quality assurance systems;
 - iv. performance control system; and
 - v. performance audits.
- (o) ensuring the NIHRACS Manager actively engages in meetings of the Committee and performs all such other functions that the NIHRACS Manager may be required to undertake as part of their membership of the Committee;
- (p) ensuring where the NIHRACS Manager is unable to attend a Committee meeting, that a proxy is appointed where applicable in accordance with the procedures of the Committee;
- (q) ensuring that all relevant papers are provided to the Committee in a timely manner, and where those papers relate to or are to be discussed at a Committee meeting, a reasonable amount of time before that Committee meeting is scheduled to occur; and
- (r) complying with the requirements as set out in the Tripartite Multi-Purpose Service Agreement at Schedule 4 to this Agreement.

3.2 The Commonwealth will be responsible for:

- (a) providing funding, until the Extension Date, for the delivery of health and residential aged care services by NIHRACS;
- (b) providing funding, until the Extension Date, for repairs and maintenance to Commonwealth-owned assets used in delivering services and where agreed, funding the replacement of assets that are no longer suitable for completing the services;
- (c) giving a minimum of 3 months' notice of the Commonwealth's intention to cease the requirement for services and at least 3 months' notice of a substantial change in service quantum or standard (these timeframes may be varied by mutual agreement);
- (d) contributing to the definition of the reporting requirements as outlined in Schedule 2 of this Agreement;
- (e) providing feedback to NIHRACS regarding operational and financial performance and negotiating revised performance delivery standards where necessary;
- (f) giving 6 months' notice where possible of the requirement for new health and aged care services and adhering to the procedure described in clause 4; and
- (g) providing buildings and/or facilities that allow NIHRACS to deliver the scope of services as per Schedule 1, Part A – Service Specification in accordance with the National Safety and Quality Health Service Standards; and

(h) complying with the requirements as set out in the Tripartite Multi-Purpose Service Agreement at Schedule 4 to this Agreement.

3.3 The Parties will jointly be responsible for:

- (a) agreeing the development of new health and aged care services where necessary;
- (b) reviewing the progress of the delivery of services with a focus on outcomes, outputs and risks; and
- (c) reviewing the corporate governance and financial performance of the health and residential aged care service.

4. BUSINESS CASE FOR NEW SERVICES

4.1 Both Parties recognise that having a sound business case contributes to the overall stability and integrity of service delivery. Individual business cases will provide the basis for amendments to this Agreement, will demonstrate each party's contribution toward a jointly agreed outcome, and will be open and transparent to all parties.

4.2 The Parties agree the following processes:

- (a) NIHRACS and the Commonwealth will work together to develop a business case for each new service and function to be delivered outside of the scope of the agreed budget;
- (b) business cases will state the terms and conditions for specific services, including resourcing requirements and appropriate fee structures;
- (c) both Parties agree that business cases must set out costs transparently on a full cost basis taking into account expected revenue from fees and charges for the provision of the service, to the extent that transparency requirements do not become administratively onerous;
- (d) business cases are to be agreed by the parties prior to being formalised; and
- (e) notwithstanding clauses 4.2 (a) through 4.2 (d), there is no obligation on NIHRACS to provide any services unless agreement has been reached with the Commonwealth, nor will the Commonwealth be obliged to fund services from NIHRACS as the only provider of those services.

5. PAYMENT

5.1 Subject to clause 3.2(a) and 3.2(b), quarterly payments in advance will be made by the Commonwealth to NIHRACS for the services specified in Schedule 1.

5.2 Any payments to be made by the Commonwealth will be made following receipt of a correctly rendered invoice for the demand driven services specified in Schedule 1.

5.3 For the services specified in Part A Schedule 1, where NIHRACS has, in the reasonable opinion of the Commonwealth, incurred an additional cost in good faith having endeavoured to seek Commonwealth agreement prior to incurring the cost, the Commonwealth agrees to pay that cost.

5.4 For the services specified in Part A Schedule 1, where a surplus occurs from the delivery

of a particular service, it is to be retained by NIHRACS and used for the costs of delivering the other services outlined in this agreement.

6. PERFORMANCE MANAGEMENT

- 6.1 Both Parties agree to establish performance management and performance guarantee mechanisms as part of the Schedules to this Agreement. Performance management and guarantee mechanisms will be equitable and mutually beneficial.

7. FEES AND CHARGES

- 7.1 NIHRACS agrees to implement fees and charges as per relevant legislation in force on Norfolk Island from time to time.
- 7.2 NIHRACS must notify the Commonwealth in advance of any substantial variation to locally determined fees and charges for health and residential aged care services provided under this Agreement.

8. RISK MANAGEMENT

- 8.1 Both Parties agree to take a proactive approach to risk by putting in place quality assurance and risk control measures.
- 8.2 The Parties agree to apply and comply with the Commonwealth Risk Management Policy as updated or replaced from time to time.
- 8.3 Risks are to be managed at the service level by the Party best placed to do so.
As such both Parties agree:
- (a) NIHRACS will keep a risk register;
 - (b) NIHRACS will monitor risks with risks to be reported in the performance reports prepared in accordance with Schedule 2 of this Agreement, or more frequently if required by the Commonwealth; and
 - (c) a consolidated risk report will be prepared by NIHRACS and the Parties will discuss the consolidated risk report bi-annually.
- 8.4 NIHRACS must take out all appropriate insurances for the potential liability associated with the services specified in Schedule 1, including risks relating to staff, including worker's compensation, professional indemnity and public liability.

9. REPORTING

- 9.1 Both Parties agree to reporting arrangements that will not unduly burden either party with duplicative reporting.
- 9.2 Reporting requirements will be set out in Schedule 2 of this Agreement.

10. AUDITS

- 10.1 Audit requirements are set out in Schedule 2 of this Agreement.

11. RECORDS

11.1 NIHRACS must comply with the record keeping obligations under the *Archives Act 1983* (Cth) and cooperate with the National Archives of Australia on matters relating to the identification and preservation of, and public access to, archival resources of the Commonwealth.

12. ASSETS

12.1 The Commonwealth will develop annual scheduled maintenance plans in consultation with NIHRACS for Commonwealth owned assets.

12.2 The Commonwealth will insure the buildings, assets, equipment and physical resources owned by it and used in the Territory in providing the services. NIHRACS must maintain the assets in accordance with agreed national, industry and the Relevant State or Territory standards to ensure the facility is suitable for the provision of the services.

12.3 NIHRACS will also be responsible for the insurance of any NIHRACS owned assets and equipment used in the delivery of the Services.

13. DISPUTE RESOLUTION

13.1 The Parties agree that dispute resolution will be kept at the lowest, most informal level practicable and will incorporate alternative dispute resolution procedures such as mediation. Where mediation is used, an independent mediator acceptable to both Parties will be appointed. If the mediator reports that the dispute cannot be resolved by mediation then an arbitrator acceptable to both Parties will be appointed. The arbitrator's decision will be final and binding on the Parties. The costs of any mediation or arbitration will be paid equally by both Parties.

14. BRANDING

14.1 Both Parties agree that the focus of branding will be on NIHRACS although individual agencies may be acknowledged.

14.2 Notwithstanding clause 14.1, parties agree that individual agency or jurisdiction specific branding requirements will be resolved with an emphasis on the needs of the customer.

15. PRIVACY

15.1 Both Parties acknowledge that they are obliged to comply with the *Privacy Act 1988* and the Australian Privacy Principles set out under the Act, and any other legislative requirements relating to the storage and handling of personal information.

16. CONFIDENTIALITY

16.1 Both Parties undertake to maintain the confidentiality of data provided to them by another person according to the requirements of the person providing the information.

17. SECURITY

17.1 Both Parties undertake to maintain the security of data provided to them by another person according to the requirements of the person providing the information.

17.2 As a minimum, both Parties agree to meet the following Australian Standards for information security or their equivalent:

- (a) HB 231:2004, Information Security Risk Management Guidelines;
- (b) AS/NZS ISO/IEC 27002:2006, Information Technology – Security Techniques – Code of Practice for Information Security Management; and
- (c) AS/NZS ISO/IEC 27001:2006, Information Technology – Security Techniques – Information Security Management Systems – Requirements.

18. COMPLAINT AND QUERY HANDLING

18.1 Both Parties agree that the handling of customer complaints and queries must be customer focused and that complaint handling processes must provide complainants with clear and timely resolution.

18.2 Over the life the Agreement, both Parties will aspire to meet Standard AS ISO 10002-2006 "Customer Satisfaction - Guidelines for Complaints Handling in Organizations (ISO 10002:2004, MOD)".

18.3 Both Parties agree to manage complaints in an integrated fashion to minimise the need for follow up by the customer after the first complaint or query is filed.

18.4 Both Parties agree that a complete and integrated complaint resolution process, covering the complaint resolution life-cycle, will include the following elements:

- (a) the information that must be collected and passed between the Parties to facilitate the complaint handling process and minimise the need for repeated customer follow up;
- (b) the timing of the passing of information; and
- (c) the coordinating procedures required between parties to ensure the progress of complaint resolution can be monitored and facilitated.

18.5 NIHRACS must implement the complaint resolution process agreed to in Clause 3.6 of the Tripartite Multi-Purpose Service Agreement at Schedule 4 to this Agreement.

18.6 Both Parties agree to work together to prevent further complaints by identifying why complaints or queries have arisen and jointly determining what can be done to resolve them.

18.7 Both Parties agree to ensure all potential handlers of complaints, whether an employee of a Party or of an agent, are trained in the manner in which the interaction with the customer should be conducted and in an appropriate manner.

19. INTELLECTUAL PROPERTY

19.1 Ownership of any pre-existing intellectual property remains unchanged as a result of this Agreement, will be recognised and respected under this Agreement and will only be used as authorised by the owner of the intellectual property as permitted under law and as set out in this Agreement.

20. STAKEHOLDER AND CUSTOMER CONSULTATION

20.1 The Parties agree that stakeholders will be consulted during design, development and post implementation of new services and that the consultation will be tailored to match the magnitude, diversity and nature of the new service.

20.2 Pre-existing customer and stakeholders fora will be used where appropriate to undertake the consultation.

21. INFORMATION MANAGEMENT

21.1 Both Parties agree to design data collection and management processes to minimise unnecessary duplication and compliance costs.

21.2 Both Parties agree that NIHRACS, at point of contact, must confirm identity according to specifications agreed between all parties as specified in Schedules to this Agreement.

22. DATA QUALITY AND ACCESS

22.1 Both Parties agree to collaboratively develop equitable and transparent arrangements that assure data quality and access. This will be reflected in Schedules to this Agreement.

23. NOTICES

23.1 A notice under this Agreement is only effective if it is in writing, and addressed as follows:

(a) if given by the Recipient to the Commonwealth - addressed to:

Executive Director, Territories Division

Department of Infrastructure, Transport, Regional Development, Communications and the Arts

GPO Box 594

Canberra ACT 2601

Phone: 02 6274 7326

Or other recipients/address as notified by the Commonwealth.

(b) if given by the Commonwealth to the Recipient –

Manager

Norfolk Island Health and Residential Aged Care Service Grassy

Road

Burnt Pine NORFOLK ISLAND 2899 Phone:

0011 6723 22091

Or other recipients/address as notified by the Recipient.

23.2 Any such notice must be delivered to the other party by hand, prepaid post or transmitted electronically (via email or facsimile) and be signed by the sending party. For the avoidance of doubt, an electronic signature on an email will be taken to be a signed notice for the purpose of this clause 23.2. Subject to clause 23.2, a notice is deemed to be received:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by prepaid post - upon delivery to the relevant address; or
- (c) if transmitted electronically - upon receipt by the sender of either an electronic receipt notification (generated by the system transmitting the notice) or an acknowledgement from the other party that it has received the notice (whichever is earlier).

23.3 If a notice is received:

- (a) after 5.00 pm on any Business Day; or
- (b) on a day that is not a Business Day.

it is deemed to be received at 9:00am on the next Business Day for the purposes of this clause 23.

Schedule 1

PART A - SERVICE SPECIFICATION

Principles of service delivery

NIHRACS will provide an integrated service model, in line with the multi-purpose service approach for the delivery of health and residential aged care services that addresses the following key principles:

- high quality service provision that provides equity of access to the services for all residents and visiting population;
- encourages a high level of local service delivery by the resident population;
- is inclusive of private sector delivery models including maximising the access to Commonwealth Government health care programs inclusive of the Medicare Benefits Schedule (MBS) and other programs;
- a flexible delivery model to allow for changing service needs and local workforce availability; and
- leadership and community engagement are key factors in delivering a service that has the confidence of the Commonwealth, community and other stakeholders.

Treating overseas patients or Medicare Ineligible Patients

Under the Australian Charter of Healthcare Rights, all health services must provide access to health care regardless of ability to pay.

NIHRACS is expected to understand the guiding principles of the Charter and any Reciprocal Health Care Agreements (RHCA) Australia may have with other countries.

If treating a patient not from an overseas country that Australia has an RHCA with, NIHRACS is expected to treat the patient as a Medicare Ineligible Patient and the patient will be required to pay all medical care and treatment including outpatient visits, admitted care and accommodation.

Key health and aged care service considerations and linkages

NIHRACS will be required to integrate and collaborate with existing health and aged care service providers on Norfolk Island to ensure a streamlined contemporary health and residential aged care system for the Norfolk Island community. To support the delivery of all services, strong relationships and links will need to be established between NIHRACS and:

- mainland Australian secondary and tertiary level public and private hospitals as well as specialists, including those visiting on-island;
- local community health services, community agencies and service providers, including the Norfolk Island community pharmacy;
- mental health services and drug and alcohol services;
- community primary care providers including GPs, Primary Health Networks and other referring centres;
- private, not for profit and other providers including private hospitals, providers of palliative care and residential aged-care services and facilities;

- relevant non-government organisations;
- health interpreter services;
- St John's Ambulance Australia (NSW), emergency medical evacuation services (medevac), Newborn and Paediatric Emergency Transport Services (NETS), and other non-emergency transport services; and
- other relevant government agencies (State and Commonwealth), and the Norfolk Island Police Force.

In facilitating the considerations above, NIHRACS will need to consider the following:

- providing an environment and services that are culturally, physically and age appropriate;
- consideration of emerging technologies that may change service requirements and models of care; and
- implementation of, or access to, hospital avoidance programs and strategies.

Core functions

The core functions to be delivered by NIHRACS are outlined in the following sections.

Support Services:

Linen

NIHRACS must provide:

- Collection, decontamination, washing, drying, of linen and delivery of adequate quantities of clean linen to each service area.
- Collection, decontamination, washing, drying, and ironing of resident personal clothing including residents of the aged care facilities, and delivery of clean items to the residents.

Cleaning services

- NIHRACS must provide a sterile cleaning area for the pathology laboratory, clinics and wards.
- NIHRACS must clean and sterilise equipment.
- NIHRACS must provide general housekeeping for all areas contained in the health service including cleaning of general facilities such as walls, ceilings, floors, carpet and glass.
- NIHRACS must provide ground and garden maintenance.
- NIHRACS must provide cleaning services for food preparation areas.
- NIHRACS must provide washroom stock – including regular supply of soaps and towelling and sanitary unit removal.

Catering Services

- NIHRACS must provide an industry acceptable food production and delivery system for clients of the health service.
- NIHRACS must obtain nutritional and dietary advice which must be incorporated into the menu development and choices for individual recipients.

- NIHRACS must provide menus to patients daily and meals be delivered and collected from rooms.
- NIHRACS must provide meals to patients of the inpatient services and some non-admitted type services, residential aged care residents.

Clinical Services:

Supported General Practice Clinic

(a) Scope of Service:

NIHRACS must provide and support a general practice clinic that is accredited against standards set by the Royal Australian College of General Practitioners to be available during core business hours, Monday to Friday between 8.30am to 5.00pm. General Practitioners engaged by NIHRACS to work in the general practice clinic serve under a licence agreement.

(b) Specific Requirements:

NIHRACS must provide:

- Consulting rooms for at least three General Practitioners.
- A General Practice Nurse.
- A General Practice Manager.
- Support to General Practitioners to organise locums as required.

Medical imaging

(a) Scope of Service:

NIHRACS must provide a medical imaging service (which includes radiography and sonography services) at the facility at 2 Grassy Road, Norfolk Island. The service must be available during business hours and on an on-call basis for medical imaging services required outside of business hours. This medical imaging service should work towards accreditation against the Diagnostic Imaging Accreditation Scheme as recognised by the Royal Australian and New Zealand College of Radiologists.

(b) Specific Requirements:

In dealing with the controlled apparatus described in Schedule 1 to ARPANSA Source Licence, NIHRACS and its personnel must at all times comply with:

- i. the ARPANSA Source Licence as if NIHRACS were the holder of that licence (and must not do or fail to do any other thing which would place the licence holder in breach of that licence);
- ii. the Australian Radiation Protection and Nuclear Safety Act 1998; and
- iii. the Australian Radiation Protection and Nuclear Safety Regulations

2018. NIHRACS and where applicable, its personnel, must:

- provide the Department with a copy of any report(s) submitted to the Australian Radiation Protection and Nuclear Safety Agency immediately following submission;

- maintain and adhere to a radiation safety plan; and
- ensure that at all times an employee of NIHRACS is appointed as radiation safety officer.

As part of the provision of a medical imaging service, NIHRACS must:

- ensure the employment of two personnel to maintain a roster to deliver services both during business hours and after hours;
- ensure that an arrangement with a third party is in place for the delivery of higher level networked radiology service for consultation and patient transfer;
- ensure a service with an offsite radiologist is available for offsite reporting;
- maintain image processing capacity;
- maintain access to Picture Archiving and Communication System (PACS);
- implement quality and risk management programs that comply with the National Safety and Quality Health Service Standards (NSQHS Standards) as updated from time to time; and
- engage appropriately licensed remote x-ray contractor/s to provide limited radiography services in rural and remote areas.

Pathology

(a) Scope of Service

NIHRACS must provide a laboratory providing core pathology services either on-site or via formal networked arrangements.

A range of tests must be available at the site according to clinical need but should include basic haematology, biochemistry and microbiology.

(b) Specific Requirements

As part of the provision of a Pathology service, NIHRACS must:

- Support a timely courier service to a National Association of Testing Authorities / Royal College of Pathologists of Australasia (NATA/RCPA) accredited laboratory for testing.
- Provide collection policies and procedures established by the accredited laboratory.
- Comply with the quality and safety requirements as determined by NATA and the National Pathology Accreditation Advisory Council (NPAAC).
- Have 24 hour on call access to Category G laboratory.
- Adhere to workforce requirements in accordance with standards and guidelines specified by the NPAAC; accredited for compliance by NATA.

Pharmacy

(a) Scope of Service

NIHRACS must provide linkages to the Norfolk Island community pharmacy for patient medicines information, medication chart review, medication supply and staff education.

NIHRACS will not be required to apply for an approval to supply Pharmaceutical Benefits Scheme (PBS) subsidised medicine, in accordance with section 90 of the *National Health Act*

1953.

(b) Specific Requirements

NIHRACS must provide:

- Access to medicines procurement and distribution service.
- Access to patient and staff medicines education.
- Access to therapeutic guidelines.
- Access to drug and therapeutics committee or equivalent.
- Quality and risk management programs in line with current National Safety and Quality Health Service (NSQHS) standards as appropriate.
- A pharmacist available for consultation, advice and support (may include telehealth; outreach; community pharmacist).

Emergency Medicine

(a) Scope of Service:

NIHRACS must provide emergency care within a designated area of the Facility. Basic primary and secondary assessment should be available, including Advanced Life Support (ALS) and stabilisation of critically ill paediatric, adult and trauma patients prior to arrival of a retrieval service.

(b) Specific Requirements:

As part of the provision of an Emergency Medicine service, NIHRACS must provide:

- A purpose specific area to receive and manage emergency presentations, including a co-located resuscitation area with appropriate equipment for paediatric, adult and trauma.
- Life support prior to transfer to definitive care.
- 24-hour access to an aero retrieval and transport service.
- Access to specialty services (may be via telephone, telehealth and/or hospital outreach) such as surgical, medical, orthopaedics, mental health, paediatrics, obstetrics and gynaecology; with ability to transfer and refer.
- Access to formal ALS education and training for nursing and medical staff.
- A medical practitioner on call or available 24 hours a day with post-graduate emergency medicine training (Australasian College for Emergency Medicine (ACEM) non-specialist Emergency Medicine Certificate or equivalent).
- A local clinical emergency response protocol in place to facilitate escalation of care and patient transfer when required.

General and Acute Medicine

(a) Scope of Service:

NIHRACS must provide a General Medicine Service whereby management and appropriate referral is specified by a Medical or Nurse Practitioner. NIHRACS must also provide a limited outpatient service.

(b) Specific Requirements:

As part of the provision of a General Medicine Service, NIHRACS must maintain:

- Formal networks including access to specialist support and advice (may include telehealth).
- A formal relationship with the ambulance service provider to facilitate escalation of care and patient transfer when required.
- Admission to community health services with referral pathways.
- Access to a Medical or Nurse Practitioner available 24 hours a day.

Geriatric**(a) Scope of Service:**

NIHRACS must provide primarily supportive Geriatric service where personal and nursing care is available as necessary.

(b) Service Requirements:

As part of the provision of a Geriatric service, NIHRACS must provide:

- Referral and management by GP.
- Access to inpatient beds.
- Access to community health services and community aged care services (e.g. Commonwealth Home Support Program and Commonwealth Home Care Packages) as required.
- Access to mental health service for older people.
- Access to health education programs such as falls prevention.

Palliative Care**(a) Scope of Service:**

NIHRACS must provide generalist palliative care service provided via a community health, primary care, private and/or non-government organisation (NGO). This may include patient support at home (may be via telephone).

(b) Service Requirements:

As part of the Palliative Care service, NIHRACS must provide:

- Palliative Care Approach Training
- Access to palliative care team, for advice and support (may be via outreach or telehealth).
- Access to community health services.
- Access to pain management service.
- Access to bereavement service.
- Access to pastoral care.
- Access to inpatient beds.
- NIHRACS may also have access to allied health services commensurate with casemix and clinical load.

Oral Health

(a) Scope of Service:

NIHRACS must provide a general dental practice. Care is to be provided by Dentist, Dental Hygienist or Dental Specialist.

NIHRACS must provide facilities for emergency oral health care for inpatients only. Care is to be provided by dentists, dental hygienists or dental specialists.

Mobile or fixed site (standalone or part of another facility) can be utilised in conjunction with the services provided by dental therapists, dental hygienists, dental prosthetists or dentists

(b) Service Requirements:

As part of the Oral health service, NIHRACS must provide:

- A general dental practice.
- An emergency and general oral health care for outpatients.
- Annual dental health checks to children at the Norfolk Island School.

Blood and Blood Products

(a) Scope of Service:

NIHRACS must maintain an adequate supply of blood and blood products.

(b) Service Requirements:

As part of the service, NIHRACS must:

- Manage blood supply in line with the relevant legislation, Blood Framework and National Blood Arrangements as in place from time to time.
- Notify the Department if there is expected to be a substantial variation to the standard blood supplies.

The Commonwealth will fund the provision of blood and blood products through the Commonwealth/State (Commonwealth/Department of Infrastructure, Regional Development and Cities) funding arrangements.

Neonatal

(a) Scope of Service:

NIHRACS must provide antenatal and postnatal care of mothers and babies delivered elsewhere with no complications. Emphasis on education on parenting, bonding, and breastfeeding must be provided.

(b) Specific Requirements:

As part of a Neonatal service, NIHRACS must:

- Provide a clinician competent with Basic Life Support for neonates.

- Access to Midwives, and/or mothercraft nurses and GP care.
- Continuing nursing educational programs available specific to the needs of the service.

Paediatric Medicine

(a) Scope of Service:

NIHRACS must provide primary and emergency care; and stabilisation for children prior to transfer to appropriate higher level of service.

(b) Specific Requirements:

As part of the provision of a Paediatric Medicine service, NIHRACS must provide:

- Capacity to isolate patient in a safe bed.
- Formal network and relationship with higher level service, including 24-hour access to specialist support and advice (may include telehealth).
- Consultation, escalation and patient transfer is organised with networked paediatric service and documented processes with Newborn and paediatric Emergency Transport Service (NETS).
- Appropriate equipment for children (including resuscitation) available on site.
- Access to allied health services commensurate with casemix and clinical load.
- Paediatrician consultation available (may be via telehealth).

Emergency care for children

(a) Scope of Service:

NIHRACS must provide primary and emergency care; and stabilisation for children prior to transfer to appropriate higher level of service.

(b) Specific Requirements:

As part of the provision of a Paediatric service, NIHRACS must provide:

- Capacity to isolate patient in a safe bed.
- Connection with a formal network and relationship with a higher level service, including 24-hour access to specialist support and advice (may include telehealth).
- Consultation, escalation and patient transfer is organised with networked paediatric service and documented processes with Newborn and Paediatric Emergency Transport Service (NETS).
- Appropriate equipment for children (including resuscitation) available on site.
- Access to allied health services commensurate with case-mix and clinical load.
- Paediatrician consultation available (may be via telehealth).

Child and Family Health

(a) Scope of Service:

NIHRACS must provide Family and Child Health services where Early Childhood Services and school health screening programs are conducted by appropriately qualified nurses.

A home visiting capacity, access to GPs and other secondary screening and referral services

for management of children with identified needs.

(b) Specific Requirements:

As part of the provision of a Family and Child Health Service, NIHRACS must provide access to:

- A range of assessment treatment information.
- Education and prevention programs, eg. immunisation clinics, for target population.
- Regular follow up of non-attenders/at risk clients.
- Limited child and family counselling, speech pathology, and secondary screening services.
- Liaison with range of professional disciplines including hospital mothercraft and midwifery nurses.
- Continuing nursing educational programs available.

Youth Health

(a) Scope of Service:

NIHRACS must provide a limited range of community and hospital services provided by non-specialist staff. Access to specialist adolescent health services for referral and consultation must be provided when appropriate.

(b) Specific Requirements:

As part of the provision of an Adolescent Health Service, NIHRACS must provide:

- Access to specialist youth health services for referral and consultation.
- Generalist multidisciplinary staff available business hours.

Adult Mental Health (Inpatient Care)

(a) Scope of Service:

NIHRACS must provide general hospital inpatient services without designated or gazetted mental health beds or staff, at the appropriate level, providing mental health care for voluntary patients admitted under management of GP or other Medical Officer, including stabilisation of acute illness prior to moving to higher level of mental health service where necessary.

(b) Specific Requirements:

As part of the provision of an Adult Mental Health – Inpatient service, NIHRACS must provide:

- Linkages to consultation liaison from experienced mental health staff (may be by teleconferencing).
- Reporting and quality assurance activities as required by general medicine for inpatient services.

Adult Mental Health (Community Care)

(a) Scope of Service:

NIHRACS must provide Adult Mental Health (Community Care) services by providing an outreach mental health service. This can be provided by visiting mental health staff in conjunction with general community health staff and GPs.

(b) Specific Requirements:

As part of the provision of an Adult Mental Health – Community service, NIHRACS must provide:

- An allied health counselling service that is accessible by the community.
- Assessment/treatment for common conditions including formal arrangements for Pathology and Pharmacy services and appropriate Diagnostic Imaging service.
- Services provided by general community health staff in conjunction with GPs and visiting mental health staff.
- Emergency services from local health service premises.
- Access to community support services; and Formal relationship with the St John's Ambulance and local Police to facilitate escalation of care and patient transfer when required.

Child/Adolescent Mental Health (Inpatient Care)

(a) Scope of Service:

NIHRACS must provide general inpatient services without designated Paediatric or gazetted mental health beds or staff, at the relevant general medicine level, providing mental health care for voluntary patients admitted under management of GP or other Medical Officer, including stabilisation of acute illness prior to moving to higher level of mental health service where necessary.

(b) Specific Requirements:

As part of the provision of a Child/Adolescent Mental Health – Inpatient service, NIHRACS must provide:

- Linkages to consultation liaison from experienced mental health staff (may be by teleconferencing).
- Reporting and quality assurance activities as required by general medicine for inpatient services.

Older Adult Mental Health (Inpatient Care)

(a) Scope of Service:

NIHRACS must provide general inpatient services without designated or gazetted psychogeriatric beds or staff, at the relevant general medicine level or above, providing mental health care for older voluntary patients admitted under management of GP or other Medical Officer including stabilisation of acute illness prior to moving to higher level of mental health service where necessary.

(b) Specific Requirements:

As part of the provision of an Older Adult Mental Health service, NIHRACS must provide:

- Linkages to consultation-liaison from experienced mental health staff (may be by teleconferencing) and may have formal links with Aged Care Assessment Teams (ACAT), other Ageing and Disability Services.
- Access facilitated to home support programs (eg. Home and Community Care Services, Meals on Wheels).
- Reporting and quality assurance activities as required by general medicine for inpatient services.

Drug and Alcohol Services

(a) Scope of Service:

NIHRACS must provide a limited range of drug and alcohol services provided in a general health service setting by a GP or non-specialist staff in consultation with specialist drug and alcohol services or GP.

(b) Specific Requirements:

As part of the provision of a Drug and Alcohol Service, NIHRACS must provide:

- Access to specialist medical and other back-up by means of referral.
- Un-medicated detoxification.

Community Health – general

(a) Scope of Service:

NIHRACS must provide a limited range of community services provided by non-specialist staff.

(c) Service Requirements:

As part of a Community Health service, NIHRACS must provide:

- Generalist community nursing service provided by a community health nurse.
- Administration of the Norfolk Island Patient Travel and Accommodation Assistance Scheme so patients can access specialist health care on the mainland.

NIHRACS should also consider the following:

- Provision of complex wound management, continence management opportunistic immunisation, domestic violence screening and/or chronic care;
- Provision of outreach services including home visits according to community needs;
- Provision of regular clinics;
- Provision of mammography services;
- Provision of programs to raise awareness and provide information and/or referral/liaison to available primary, community services (e.g. continence programs), according to community needs;
- Provision of access to counselling services; and
- Provision of advice, support and appropriate referral to self-management strategies including health education.

Community Nursing

(a) Scope of Service:

NIHRACS must provide a coordinated and direct care service and development of care plans in close liaison with GP and other community support services. Associations must be available with community based and inpatient services.

Sexual Health Services

(a) Scope of Service:

NIHRACS must provide emergency services to conduct assessment, treatment and appropriate referral by a nurse or Medical Practitioner with limited training in STDs/HIV.

(b) Service Requirements:

As part of the sexual health service, NIHRACS must provide:

- i. Access to identified sexual health services.
- ii. Pathology.
- iii. Provide health information through pamphlets and other media.

Sexual Assault Services

(a) Scope of Service:

NIHRACS must be able to provide treatment or support prior to the referral to designated sexual assault services. NIHRACS must also provide assistance with transportation to a referral centre and direct connections with Sexual Assault Services and procedures in place for the referral developed in consultation with the appropriate service.

(b) Service Requirements:

As part of a Sexual Assault Service, NIHRACS must provide:

- Employees training in relation to the recognition and notification of sexual assault.
- Distribution of copies for awareness in recognising and notifying child abuse, neglect and the procedures for frontline health professionals and a policy for protecting children and young people from physical, sexual, emotional abuse and neglect.
- Formal linkage with local Police.
- Provide clinical and psychological support for victims if required

Residential aged care – permanent and respite

(a) Scope of Service

NIHRACS must provide residential aged care services on a permanent and respite basis.

(b) Service Requirements

Residential aged care provides a range of care options and accommodation for older people who are unable to continue living independently in their own homes. The type of care

provided ranges from personal care to assist with activities of daily living through to nursing care on a 24-hour basis.

Residential care is provided on a permanent or respite basis. Residential respite provides short-term care on a planned or emergency basis in aged care homes to people who have been assessed and approved to receive it.

Residential respite provides short-term care in aged care homes.

The primary purpose of residential respite is to give a carer or care recipient a break from their usual care arrangements. Residential respite may be used on a planned or emergency basis.

After Death Care and support

NIHRACS must provide a continuum of care that extends to after the death of a person, either within the NIHRACS facility or through the morgue. This includes:

- i. coordinating care for a body;
- ii. communicating and engaging with family members and other significant people with dignity and respect;
- iii. ensuring that cultural and/or religious aspects are respected; and
- iv. ensuring official notifications and reports are completed in accordance with defined processes.

General delivery requirements

In delivering the services described above (**Services**), NIHRACS should have regard to the following general requirements.

Health and Safety 1.3.1.1

The Commonwealth will ensure that Commonwealth owned facilities meet work health and safety requirements.

The Parties acknowledge that they may share work health and safety duties with respect to the Services. The Parties acknowledge that where an overlap in duties exists, each Party retains responsibility for its duties in relation to the matter and will discharge its duties to the extent to which they have the capacity to influence and control the matter. Where either Party identifies a WHS issue that is believed to be a shared responsibility, it must advise the other Party of the matter as soon as practicable.

1.3.1.2 General requirements

NIHRACS will develop, adopt and implement policies and procedures that are in alignment with the requirements of the *Work health and Safety Act 2011 (Cth)* (**the WHS Act**) and supporting regulations and codes of practice.

NIHRACS will implement a quality assurance program to ensure systems, policies, procedures and measures are effective.

NIHRACS will ensure an independent audit of its WHS management systems is performed every 12 months, with results of the audit shared with the Department.

1.3.1.3 Legislative compliance

The Parties must comply with and ensure that their employees, subcontractors and agents comply with any Acts, regulations, local laws and by-laws, Codes of Practice, Australian Standards and appropriate risk management policies as they are applicable to the Agreement or the performance of Services under the Agreement.

1.3.1.4 Incident notifications

NIHRACS must advise the Department of all notifiable WHS incidents under Part 3 of the WHS Act which occurred as a result of any undertaking listed in this Agreement or Services under the Agreement as soon as practicable following the incident.

NIHRACS must and within one working day of any such incident provide a report to the Department giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future.

Clinical Records

NIHRACS must take all reasonable steps to ensure that clinical record keeping for all health service. Patients and aged care residents and clients under the Specified Personnel's care are undertaken and completed in a timely manner and in accordance with the requirements below. Records for these patient types must be maintained separately from the General Practice.

Completion of all clinical records by employed personnel must comply with contemporary medical documentation standards, including the National Inpatient Medication Chart.

Additionally:

- Diagnostics must be signed off within the medical records.
- Discharge summaries are to be completed for all overnight admissions and completed within 48 hours of discharge.

Clinical records of health service Patients and Aged Care Residents are the property of NIHRACS.

NIHRACS must comply with relevant State or Territory legislation and policy regarding retention and disposal of patient records.

NIHRACS must ensure that its personnel comply with all requirements of privacy legislation in the maintenance and security of all clinical records.

Reporting requirements

NIHRACS is required to report to the Department on clinical activity, financial and other elements. These requirements are specified in Schedule 2.

Disaster Management

NIHRACS will support the Norfolk Island Regional Council in its role of coordinating planning, response and recovery phases of a disaster, emergency or major incident. This will include responding to public health incidents (e.g. outbreaks of communicable diseases or

the spread of a virus or organism that has significant clinical severity).

NIHRACS must participate in and contribute to disaster and counter disaster planning, implementation, simulated disasters and other training exercises and key performance indicators as reasonably determined from time to time by the Department. NIHRACS will fulfil the roles and responsibilities allocated to Medical Services within the Norfolk Island Disaster and Emergency Plan (NORDISPLAN).

NIHRACS will undertake the role of the Functional Service Coordinator (FSC) – Health as specified in Norfolk Island Disaster and Emergency Plan (NORDISPLAN). FSC's are responsible for the planning, command, control and communications of specific emergency response and recovery operations.

Compliance will include fulfilling the minimum requirements for:

- Maintaining links and participation in the Norfolk Island disaster management initiatives including training and exercises.
- Disaster surge capacity establishment.
- Continuous supply of utilities to the Facility in the context of an internal / external disruption to service.
- Business continuity plans in place.

Training and education

Training and education must be undertaken in all service lines in order to provide current evidence-informed care.

The training and education provided in respect of a particular service line must be consistent with the Role Delineation required for that Service.

Training and education must include:

- nursing and Allied Health professional teaching, training and education in accordance with specialty requirements.
- staff for training and education that reflect the corresponding Role Delineation requirements.
- provision of and access to e-learning for all staff groups (including non-clinical).
- links with partner professions and agencies.

General Practitioners Remote Supervision Pilot

NIHRACS will participate in the General Practitioners Registrar Remote Supervision Pilot developed by the Royal Australian College of General Practitioners (RACGP) and funded by the Commonwealth Department of Health to deliver general practice training.

The pilot is for a five-month term commencing on 5 September 2022 and expiring on 5 February 2023. To facilitate the Pilot NIHRACS must have in place:

- An employment contract with the General Practice Registrar that does not exceed the Pilot's timeframe and meets the minimum employment terms and conditions as set out in the National Terms and Conditions for the Employment of Registrars

- A Medicare provider number for the General Practice Registrar Accreditation, Supervision, and General Practice Education and Training requirements, in line with relevant RACGP Standards and Guidelines.
- Rostering to ensure the existing full-time equivalent of 3.5 General Practitioners in the General Practice clinic is not exceeded.
- A risk assessment on the impact of the Pilot to NIHRACS' operations.
- An outline of how on-site supervision will be resourced with specific reference to supervision during periods that the General Practice Registrar is on-call.

NIHRACS will provide to the Department:

- Copies of all training accreditation documentation including applications, reports and approvals.
- Copies of the rostering arrangements, risk assessment and on-site supervision outline particularly during the periods that the General Practice Registrar is on-call.
- Financial statements detailing expenditure and revenue for the duration of the Pilot including:
 - Registrar consult billings based on consultation Levels A — D as per Professional Attendances in the Medicare Benefits Schedule.
 - Registrar billings for developing care plans.
 - Training practice and supervision subsidies received by NIHRACS.
 - Payments for expenses for the General Practice Registrar and family including accommodation, utilities, vehicle, phone, return flights.
 - Final profit or loss amount for the Pilot.
- Copies of Registrar Satisfaction Surveys.
- Copies of all reports and evaluations analysing and measuring the outcomes of the Pilot.

Continuous Quality Improvement

NIHRACS is responsible for all costs, including travel, associated with continuing quality improvement programs and activities, including training and education, undertaken by the personnel.

NIHRACS must ensure that its personnel participate in programs and activities appropriate to the personnel's speciality as are reasonably necessary to assure the quality of the care and services provided.

NIHRACS must ensure that its personnel participate in continuing quality improvement programs and activities, relating to the delivery of the services in this Agreement, as requested by the Department and these programs and activities include:

- Regular attendance and involvement in quality and safety meetings.
- Morbidity and mortality reviews and implementation of review outcomes.
- Assessment of near misses and other information gathered through the incident reporting system, and implementation of assessment outcomes.

Staff requirements

NIHRACS must ensure that relevant staff:

- comply with all legal and professional requirements.
- with a 'protected title' are registered with their corresponding National Board supported by the Australian Health Practitioner Regulation Agency (AHPRA) in the framework of a Health Profession Agreement.
- are appropriately credentialed and function within their scope of practice.
- that are medical officers are pre-approved to use of the facilities and admitting rights.
- have a valid police check.
- if moving from a mainland state or territory, provide a Working With Children's check or equivalent
- must be able to attend the health service within 15 minutes of being contacted (noting that response times may vary as clinically appropriate).
- must be contactable when required to be on call.
- are practising their profession with appropriate indemnity insurance arrangements. comply with mandatory reporting responsibilities and advise AHPRA or a National Board if they have formed a reasonable belief that a health practitioner has behaved in a way that constitutes notifiable conduct in relation to the practice of their profession.

Staff accommodation

NIHRACS Staff and contractors accommodated in property owned by the Commonwealth will incur rent. The cost of rent will be deducted from the Department's contribution detailed in PART B — NIHRACS BUDGET. Rent will be charged at the following rates:

- Two bedroom house (5 and 6 Quality Row, Kingston, 2899, Norfolk Island) — \$150.00 per week.
- Three bedroom house (7 and 8 Quality Row, Kingston, 2899, Norfolk Island) — \$300.00 per week.


The Department may at any time by giving not less than one month's notice in writing to NIHRACS vary the Rent.

NIHRACS employees and contractors will be required to sign a lease that outlines the Commonwealth and the tenants' rights and obligations.

NIHRACS will be required to provide four weeks' notice of vacancy of a house by an employee or contractor, except in exceptional circumstances. Standards and Key Performance Indicators (KPIs)

The following section provides a guideline in relation to potential KPIs to be adopted by NIHRACS. The KPIs will be reviewed biannually for amendment, update or substitution by the Department, and may be varied by the Department by notice to NIHRACS.

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Requirements for Deliverables

Billing arrangements

NIHRACS will be responsible for all patient, client and sub-contractor billing. The following guidance is provided for NIHRACS in developing its pricing schedule and operational plan:

<i>Patient type</i>	<i>Description</i>	<i>Billing arrangement</i>
General practice patient	Receives general practice services from a general practitioner in the practice rooms.	Private general practice arrangement. Medicare eligible residents to be bulk billed at MBS schedule fee where appropriate.
Emergency – general practice patient	Patient received emergency medical care but did not require admission to the Hospital or transfer to another inpatient facility.	Private general practice arrangement. Medicare eligible residents to be bulk billed at MBS schedule fee.
Emergency – hospital patient	Patient received emergency (medical or nursing) care service and subsequently as a part of the emergency care require admission to the Hospital or transfer to another inpatient facility	Private general practice arrangement. Medicare eligible residents to be bulk billed at MBS schedule fee only up until the admission or transfer.
Hospital patient	Patient is admitted to the hospital and received inpatient care. Upon making the decision to transfer the patient to another facility that person will be classified as a Hospital patient from that point onwards.	No billing of public patients. Private billing for services provided to private or compensable patients.

Aged care – general practice patient	Where an aged care resident receives general practice services from a general practitioner in the practice rooms or as a “home visit” in the aged care residents rooms	Private general practice arrangement. Medicare eligible residents to be bulk billed at MBS schedule fee.
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Patient type	Description	Billing arrangement
Dental	at the aged care facility, or their home. Services provider by dental therapists, dental hygienists, dental prosthetists or dentists	Eligible services to be billed to MBS. No charge for school age children and holders of a Commonwealth Health Care Card. All other patients to be charged in accordance with NIHRACS fees.
Other allied health services	Includes non-admitted services provided by allied health and other providers.	Eligible services to be billed to MBS. Schedule of fees to be provided by the NIHRACS.
Pathology services for external	Includes and drug and alcohol testing for external agencies	Schedule of fees to be provided by the NIHRACS.
Community health general	Includes mammography services	Schedule of fees to be provided by the NIHRACS.

Note: Exemptions under Section 19(2) of the *Health Insurance Act 1973* allow exempted eligible sites to claim against the Medicare Benefits Schedule (MBS) for non-admitted, non-referred professional services (including nursing, midwifery, allied and dental services) provided in emergency departments and outpatient clinics. However, NIHRACS must note, where an eligible service is delivered through a private practice (e.g. GP co-located at the MPS site but not employed by NIHRACS), NIHRACS may choose to privately bill patients at its own discretion, which may incur out-of-pocket costs.

PART B – NIHRACS BUDGET


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Schedule 2 - REPORTING REQUIREMENTS

1. General obligations

NIHRACS must:

- 1.1. provide reports in the areas of performance, activity, finance, facility management and other reporting;
- 1.2. provide all reports outlined in this Schedule 2, and those required by the Accrediting Body and Department (acting reasonably) and Commonwealth Governments to the authorised representative of the Department of Infrastructure, Regional Development and Cities (Authorised Representative);
- 1.3. provide all reports in the manner and format required by the Department;
- 1.4. provide to the Department such information in relation to the Services that the Department reasonably requires including all information reasonably required to answer ministerial enquiries and parliamentary questions within the given timeframes, using the required format as directed by the Department;
- 1.5. provide all reports in accordance with the timeframes indicated in this Schedule 2, as updated from time to time, including:
 - (a) monthly reports provided within seven Business Days of the end of the period;
 - (b) quarterly reports provided within 14 Business Days of the end of the period;
 - (c) annual reports (other than the Annual Report) provided within 20 Business Days of the end of the period; and
 - (d) if no period is specified, at reasonably periodic intervals as required by the Department.;
- 1.6. ensure all information management and technology systems have the capability to provide all data reasonably required by the Department;
- 1.7. work with the Department in providing data, at least as provided by other similar Multi-Purpose services; and
- 1.8. upon request, grant permission to the Authorised Representative to access all activity data sets held centrally by NIHRACS.

2. Performance Reporting

Clinical and Corporate Governance

NIHRACS must report on the following:

- 2.1. A listing of the Department's policies being adhered to by NIHRACS to the extent that they are relevant to the Services and any policies introduced by NIHRACS, reported annually;
- 2.2. report by exception any material deviations in compliance, and remedial action taken, annually against NIHRACS' own business continuity plan and against the current Department business continuity plan as updated from time to time;
- 2.3. compliance with and revision of NIHRACS' service delivery plan, reported annually;
- 2.4. the number of clinical staff performance reviews completed, reported annually;
- 2.5. evidence (as required by the Department) of current licensing as required by industry regulators and report on any key recommendations or areas for improvement (including in respect of any Adverse Licence Conditions).

3. Safety and Quality

NIHRACS must:

- 3.1. following identification and incident classification, report all actual incidents, both clinical and corporate to the Authorised Representative, within 24 hours of NIHRACS becoming aware of the incident;
- 3.2. within the annual report, provide a summary of NIHRACS continuous quality improvement process including any changes implemented;
- 3.3. report annually on compliance with all aspects of the Safety, Quality and Risk Management Plan including explanation of deviations from the plan; and 3.4. report by exception any materials in compliance, and remedial action taken, annually on all aspects of the Safety, Quality and Risk Management Plan.

4. Risk Management

NIHRACS must:

- 4.1. provide verbal reports to the Authorised Representative for high and extreme levels of clinical, corporate and occupational health and safety risks (as identified in accordance with the Safety, Quality and Risk Management Plan) on the day the risk is identified, or the day the NIHRACS becomes aware the risk has been identified, with a written report following at a reasonable timeframe (but in any event not later than the date for provision of the next Monthly Performance Report in accordance with this document);
- 4.2. provide the formal risk register to Authorised Representative every six months; and

5. Key Performance Indicators and Targets

NIHRACS must:

- 5.1. provide the Department with a copy of any report relating to the Accreditation Requirements of the Facility received from the Accrediting Body or ACSQHC within 14 days of receipt of the report;
- 5.2. provide the Department with a copy of Patient satisfaction surveys in relation to the Services and report on the results and outcomes of the surveys annually;
- 5.3. report on all KPIs within the required timeframe as set out in the KPI Table found at 1.4 in Part A Schedule 1;
- 5.4. provide any other reports or information reasonably required by the Department, Commonwealth, including but not limited to any future changes in clinical indicator reporting requirements; and
- 5.5. in relation to the Performance KPIs, generate reports (in a form approved by the Department) for review at relevant hospital safety and quality or clinical governance committees.

6. Activity Reporting

6.1. General

NIHRACS must submit reports on health service activity for Admitted, emergency and Non-Admitted episodes involving all Patients as required by the Department, Commonwealth Governments. These reporting requirements may change from time to time at the discretion of the Department.

6.2. Quarterly reports

NIHRACS must submit to the Department each Operating Quarter during the Operating Term, within seven days of the end of the Operating Quarter (unless otherwise stated):

- (a) the 'Quarterly Activity Report' (in the form required by the Department) setting out the volume of the Services undertaken for the immediately preceding Operating Quarter, and which must contain full details of (among other things):
- the Services provided by Service Category during the Operating Quarter to which the report relates, reconciled with the information contained in the individual Patient records;
 - the Services provided by Service Category from the commencement of that Operating Year to the end of the Operating Quarter to which the report relates;
 - the volume of Services provided from the commencement of that Operating Year to the end of the Operating Quarter to which the report relates;
 - the number of Bed Days used by NIHRACS, provided by Service Category, for the preceding Operating Quarter;
 - compensable Patient activity volumes for the relevant Operating Quarter;
 - instances of Patient transfers, including such information as the Department may reasonably require from time to time; and
 - any other information that the Department reasonably considers appropriate.

7. Performance audit report

If requested by the Commonwealth, NIHRACS must comply with the terms of the audit request.

8. Patient referral and transport report

- 8.1. NIHRACS must submit reports on all referrals and/or subsequent transfers for Admitted, Non-Admitted and Emergency patients of the health service as required by the Commonwealth.
- 8.2. For each patient requiring a referral or transport to another service for specialist outpatient clinics or inter-hospital transfer to a mainland facility, a record of the following should be kept by the referring service:
- (a) Admission number
 - (b) Medical record number
 - (c) Medicare number
 - (d) Admission status
 - (e) First and last name
 - (f) Date of birth
 - (g) Date and time of Admission at referring hospital site
 - (h) Date and time of Discharge from referring hospital site
 - (i) Referring Hospital Site Name

- (j) Referring Medical Practitioner name
- (k) Referring Medical Practitioner provider number
- (l) Service(s) you are referring the patient to
- (m) Reason for referral
- (n) Date and time of referral
- (o) Accepting hospital name
- (p) Accepting hospital address
- (q) Name of medical escort if any
- (r) Type of transfer: commercial or charter
- (s) Flight number
- (t) Estimated time of arrival at destination

NIHRACS may provide additional patient level data as requested.

Financial Reporting

8.3. Finance Report

- (a) NIHRACS must provide a monthly Finance Report including a summary of the financial performance for the preceding month and the financial performance year-to-date as at the end of the preceding month.

8.4. Financial Statements

- (a) No later than four months after the end of each Financial Year, NIHRACS must provide the Authorised Representative:
 - unconsolidated audited financial statements for the previous Financial Year for NIHRACS;
 - the audited financial statements for the previous Financial Year of any consolidated entity of which NIHRACS forms part;
 - upon request by the Department, copies of all documents, reports, plans, materials, certificates, notices (including any updated financial models or reports) which the NIHRACS provides to any Debt Financier.
 - Each of the documents to be provided to the Department must be accompanied by a certificate signed by the NIHRACS Manager certifying that the information provided is accurate, complete and correct in all respects.
- (b) NIHRACS must prepare (or procure the preparation of) the accounts and financial statements in compliance with law and, without limitation, in accordance with the accounting principles generally accepted in Australia and consistently applied.
- (c) Financial statements for the Operating Year must be audited.

8.5. Financial Audits

NIHRACS must provide to the Department, within 120 days of the end of each Operating Year during the Operating Term, an audit report, prepared by an independent and reputable auditor, who is a member of the Certified Practising Accountants of Australia or Institute of Chartered Accountants or National Institute of Accountants, and who has audited the financial statements for that Operating

Year for the annual report.

8.6. Other Reporting

Annual Report

- (a) NIHRACS must provide to the Department an annual report on the operations of the service establishing compliance with the requirements to be agreed (the Annual Report). The Annual Report must be published within two months of receipt of the audited financial statements.
- (b) The Annual Report must cover the requirements set out in this Section, giving emphasis to the range, quality, responsiveness and appropriateness of Services delivered.
- (c) The Annual Report must report in reasonable detail as required by the Department on (among other things) the following topics:
 - role and structure of the facility;
 - reporting structure to the Department;
 - role delineation of services;
 - IM&T Systems;
 - interactions and relationships with other health and aged care service providers;
 - workforce (including Key Personnel and staff turnover);
 - teaching and training Services;
 - patient and Consumer satisfaction and complaints;
 - stakeholder engagement and communication report;
 - disability access and inclusion;
 - performance and quality indicators and targets (including performance against KPIs);
 - summary of activity and utilisation;
 - audited financial statements and audit reports for the Operating year.

8.7. General Undertakings

- (a) NIHRACS must provide the Department (within five Business Days of its receipt or sending) a copy of any notice, report, order or communication sent by or received by NIHRACS to or from or with any Authority or other person in relation to the Facility or the Services which is material to the performance of NIHRACS' obligations in respect of this agreement.
- (b) When the communication is oral, NIHRACS must pass on the substance of the communication in writing.

Schedule 3 – ARPANSA SOURCE LICENCE



Australian Government
**Australian Radiation Protection
 and Nuclear Safety Agency**



S0324

Source Licence

Under section 33 of the *Australian Radiation Protection and Nuclear Safety Act 1998*, (the Act) I, James Scott, Delegate of the CEO of ARPANSA, issue a source licence to

Department of Infrastructure, Transport, Cities and Regional Development

authorising the persons identified below to deal with the controlled apparatus described in Schedule 1 and held by Norfolk Island Health and Residential Aged Care Service (NIHRACS) subject to the following:

1. Conditions in section 35 of the Act
2. Conditions in Part 5 Division 6 of the Australian Radiation Protection and Nuclear Safety Regulations 2018 (the Regulations)
3. Practices and procedures to be followed in Part 6 of the Regulations
4. Conditions in Schedule 2 of this licence

Persons covered by this licence are the licence holder, employees of the licence holder, Commonwealth contractors, employees of Commonwealth contractors, and Permitted Persons

ISSUED at Sydney this 24th day of June, 2019

James Scott
 Delegate of the CEO of ARPANSA

This licence continues in force until cancelled or surrendered

Schedule 1

Controlled Apparatus and Controlled Material

Group ¹ & Item No	Kind of controlled apparatus
GI-9	Mammographic x-ray unit
GI-10	Conventional dental x-ray unit
GI-15	Mobile or portable medical x-ray unit
G2-10	Fixed medical x-ray unit, including a unit used for fluoroscopy, tomography and chiropractic radiography
G2-15	Controlled apparatus that produces ionising radiation not mentioned in another item of this table or in the definition of Group 1 or Group 3, dealings with which have the potential for accidental exposure likely to exceed a dose limit in sections 77 and 79 of the Regulations but unlikely to result in acute effects
	(f) Orthopantomogram (OPG) (dental panoramic x-ray unit)

¹ Group and Item as set out in section 4 of the Regulations

Schedule 2

Licence Conditions

1. The licence holder must maintain effective control of all sources authorised by this licence; this includes maintaining an accurate inventory in a form acceptable to the CEO of ARPANSA.
2. The licence holder must provide to the CEO of ARPANSA, within twenty-eight (28) days of the end of each quarter, information about compliance with the Act, the Regulations and licence conditions for the previous quarter year.
3. The licence holder must comply with relevant parts of the codes and standards applicable to the sources described in Schedule 1 of this licence. Applicable codes and standards can be found on the ARPANSA website at:

www.arpansa.gov.au/regulation-and-licensing/licensing/information-for-licence-holders/licence-conditions/applicable-codes-and-standards
4. The licence holder must, at least once every three (3) years, conduct a self-assessment against each applicable code and standard to ensure compliance.
5. The licence holder must ensure that any person who deals with sources authorised by this licence, including repair or maintenance of the sources, has received appropriate training in radiation safety and training with respect to their use or operation.

Testing of Medical/Dental X-ray apparatus

6. The licence holder must ensure that x-ray apparatus used for medical or dental purposes meets the periodic compliance testing requirements of a State or Territory in Australia.



ABN 19 273 190 722

TAX INVOICE

Department of Infrastructure, Transport, Regional
Development, Communications and the Arts
GPO Box 594
CANBERRA ACT 2601

Account No: 001047
Date: 14.5.2024
Invoice No: 2024-01 ESE

Purchase Order: 45148066

Email: NIHealthServices@infrastructure.gov.au

Service Provider	Date / Detail	Unit Price
Eye Services Equipment – s47(1)(b)		
IOL Master 700 System	20.2.2024 Inv. 4174602078	76,451.14
CIRRUS 6000 Angioplex	20.2.2024 Inv. 4174602077	123,008.86
Norfolk Forwarding Services – Freight	5.3.2024 Inv. 00002043	3,263.31
Invoice Total		\$ 202,723.31

Payment required within 7 days please

Payable to:

s22(1)(a)(ii)

Ref: 2024-01 ESE

Please email remittance advice to: s47F

DEED OF VARIATION

DEED OF VARIATION OF THE AGREEMENT FOR THE DELIVERY OF
HEALTH, AGED CARE AND MEDICAL SERVICES ON NORFOLK ISLAND

COMMONWEALTH OF AUSTRALIA as represented by the **DEPARTMENT
OF INFRASTRUCTURE, TRANSPORT, REGIONAL DEVELOPMENT,
COMMUNICATIONS AND THE ARTS**, ABN 86 267 354 017 (**Commonwealth**)

The **NORFOLK ISLAND HEALTH AND RESIDENTIAL AGED CARE
SERVICE**, ABN 19 273 190 722 (**NIHRACS**)

Variation number: 11

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Date

This Deed of Variation is made on the _____ day of June 2024.

Parties

This Deed is made between and binds the following parties:

1. The **COMMONWEALTH OF AUSTRALIA** as represented by the **DEPARTMENT OF INFRASTRUCTURE, TRANSPORT, REGIONAL DEVELOPMENT, COMMUNICATIONS AND THE ARTS**, ABN 86 267 354 017, of 111 Alinga Street, Canberra, ACT 2601 (**Commonwealth**)
2. **NORFOLK ISLAND HEALTH AND RESIDENTIAL AGED CARE SERVICE**, ABN 19 273 190 722, of 2 Grassy Road, Norfolk Island 2899 (**NIHRACS**)

Context

This Deed is made in the following context:

- A. The parties entered into the Agreement.
- B. The parties have previously varied the Agreement:
 - (a) on or around 20 March 2020;
 - (b) on or around 22 April 2020;
 - (c) on or around 28 September 2020;
 - (d) on or around 19 February 2021;
 - (e) on or around 30 June 2021;
 - (f) on or around 29 March 2022;
 - (g) on or around 30 September 2022;
 - (h) on or around 23 December 2022;
 - (i) on or around 26 September 2023; and
 - (j) on or around 25 March 2024,

(Former Variations).
- C. The parties have agreed to further vary the Agreement on the terms and conditions contained in this Deed.

Operative provisions

In consideration of the mutual promises contained in this Deed, the parties to this Deed agree as follows:

1. Definitions and Interpretation

1.1 Definitions

1.1.1. In this Deed, unless the contrary intention indicates otherwise:

Agreement means the Agreement executed by the parties and dated 9 April 2019 in relation to the delivery of health, aged care and medical services on Norfolk Island, as varied by the Former Variations.

Deed means this Deed and includes all schedules and attachments (if any) to this Deed.

Effective Date means midnight on 30 June 2024.

2. Commencement

2.1.1. The terms of this Deed apply on and from the Effective Date.

3. Variation of the Agreement

3.1.1. The parties agree that on and from the Effective Date, the Agreement is varied as shown in Attachment A by:

- a. inserting all text that is underlined; and
- b. deleting all text that is struck through.

4. Costs

4.1.1. Subject to clause 4.1.2, each party will bear its own costs and expenses (including legal costs) arising out of and incidental to the negotiation, preparation, execution and delivery of this Deed.

4.1.2. Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) that are payable in connection with this Deed must be paid by NIHRACS.

5. Entire agreement and variation

5.1.1. The parties confirm all the other provisions of the Agreement and, subject only to the variations contained in this Deed, the Agreement shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Deed were supplemental to the Agreement.

5.1.2. This Deed and the Agreement, when read together, contain the entire agreement of the parties with respect to the parties' rights and obligations under the Agreement and supersede all prior understandings and representations between the parties with respect to the parties' rights and obligations under the Agreement.

5.1.3. Each party will take such steps, execute all such documents and do all such acts and things as may be reasonably required by any other party to give effect to any of the transactions contemplated by this Deed.

- 5.1.4. The provisions of this Deed will not be varied either in law or in equity except by agreement in writing signed by the parties.

6. Applicable law

- 6.1.1. This Deed is governed by and must be construed in accordance with the laws applicable in the Australian Capital Territory.
- 6.1.2. Each party submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

7. Counterparts

- 7.1.1. This Deed may be signed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document. Execution of the Deed will be complete when each party holds a copy of this Deed signed by the other party.

EXECUTED as a Deed.

SIGNED SEALED AND DELIVERED for and on)
behalf of the **COMMONWEALTH OF**)
AUSTRALIA, as represented by the)
DEPARTMENT OF INFRASTRUCTURE,)
TRANSPORT, REGIONAL DEVELOPMENT,)
COMMUNICATIONS AND THE ARTS)
ABN 86 267 354 017 by its duly authorised)
officer:)

Sarah Vandenberg
.....
(print full name of signatory)
First Assistant Secretary
Territories
.....
(print title of signatory)

s47F [Redacted Signature]

(Signature of signatory)

in the presence of:

s47F [Redacted Witness Signature]
.....
(Signature of witness)
s47F [Redacted Witness Name]
.....
(Print full name of witness)

EXECUTED AS A DEED on behalf of **NORFOLK**)
ISLAND HEALTH AND RESIDENTIAL AGED)
CARE SERVICE ABN 19 273 190 722 by its duly)
authorised officer:)

s47F [Redacted Name] Jnkles
.....
(print full name of signatory)
Manager NIHRACS
.....
(print title of signatory)

s47F [Redacted Signature]

(Signature of signatory)

in the presence of:

s47F [Redacted Witness Signature]
.....
(Signature of witness)
David Harley Frederick Rutledge
.....
(Print full name of witness)

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

ATTACHMENT A – VARIATIONS TO AGREEMENT

THIS AGREEMENT is made on the 9 day of April 2019 BETWEEN

COMMONWEALTH OF AUSTRALIA ("the Commonwealth") AND

THE NORFOLK ISLAND HEALTH AND RESIDENTIAL AGED CARE SERVICE
(NIHRACS)

RECITALS:

NIHRACS will provide an integrated service model, in line with the multi-purpose service approach for the delivery of health and residential aged care services.

DEFINITIONS:

Accredited Medical Practitioner means a doctor practising medicine who is registered with the Medical Board of Australia. Relevant registration categories include specialist, general, provisional, and limited registration.

Annual Works Plan means the plan that outlines the scheduled maintenance, replacement, refurbishment or purchase of Medical Equipment, Non-Medical FF&E and hospital engineering services.

ARPANSA Source Licence means the source licence dated 24 June 2019 at Schedule 3 to this Agreement issued to the Department by the Australian Radiation Protection and Nuclear Safety Agency under section 33 of the Australian Radiation Protection and Nuclear Safety Act 1998 and as updated from time to time.

Authorised Representative means the authorised representative of the Department.

Commonwealth means the Commonwealth of Australia as represented by the Department.

Commonwealth Home Support Programme means a consolidated programme providing entry-level home support for older people that promotes independent living.

Department means Australian Government Department of Infrastructure, Transport, Regional Development, Communications and the Arts.

Extension Date means the earlier of:

- (a) ~~30 June 2024~~[30 June 2025](#); and
- (b) the date on which a new agreement between the parties comes into force.

Medicare Benefits Schedule (MBS) lists a wide range of consultations, procedures

and other services that are subsidised by the Australian Government under Medicare.

Medicare Ineligible Person refers to patients that: do not hold a valid Medicare card; are from a country who does not have a Reciprocal Health Care Agreement with Australia; do not a refugee or asylum seeker status.

Multi-Purpose Services (MPS) refers to a model of service provision. It is a joint Commonwealth and State or Territory initiative that seeks to improve the provision of community, aged and health care services in rural and remote areas.

National Board means the relevant board by which a health professional that is part of the National Registration and Accreditation Scheme is represented by.

NIHRACS Manager means the Manager of the NIHRACS appointed under the *Norfolk Island Health and Residential Aged Care Service Act 1985* (NI).

Pharmaceutical Benefits Scheme (PBS) means a program of the Australian Government that provides subsidised prescription drugs to residents of Australia, as well as certain foreign visitors covered by a Reciprocal Health Care Agreement.

Picture Archiving and Communication System (PACS) means a technology for the short- and long-term storage, retrieval, management, distribution and presentation of medical images.

Protected Title means professional titles in the National Law that must be registered with the corresponding National Board.

Tripartite Multi-Purpose Service Agreement means the Multi-Purpose Service Agreement made under the *Aged Care Act 1997* (Cth) as varied 30 June 2022 at Schedule 4 to this Agreement.

Radiology Information System (RIS) means a system used to schedule patient appointments and record a patient's radiology history.

Relevant State or Territory means a State or Territory that has agreed to provide support to NIHRACS for the delivery of health services on Norfolk Island.

Requirements means the services described in the Schedule 1 of this Agreement.

Specification means the Statement of Requirements described in Schedule 1 of this Agreement.

1. TERM OF THE AGREEMENT

Commencement

- 1.1 This Agreement commences when signed by both Parties and, subject to clause 1.2 and the terms of this Agreement, shall end on the Extension Date unless terminated earlier.
- 1.2 The Commonwealth may, in its absolute discretion, extend the term of this Agreement by up to three periods of one month on giving notice in writing to NIHRACS of the extension.

Revoke

- 1.3 This agreement revokes and replaces all former agreements and understandings between the parties.

Extension

- 1.4 During the term, the Parties may commence discussions for renewal of this Agreement.

Variation

- 1.5 This Agreement may be varied by agreement in writing between the Parties.

2. GOVERNANCE AND DECISION MAKING

- 2.1 Both Parties are jointly responsible for maintaining the currency of this Agreement. As such, the Parties will periodically review and update this Agreement.
- 2.2 In the first year of the Agreement, the Parties agree to meet and review its operation in the first, second and third quarters of the year. In subsequent years the Parties will meet annually for the duration of the Agreement.
- 2.3 The NIHRACS agrees that it is a fundamental condition of this agreement that the NIHRACS improves the efficiency of service delivery and continues to modernise and reform service delivery. A baseline will be established from which the agreed services will be reviewed against to establish whether NIHRACS is satisfactorily progressing towards meeting the service delivery standards outlined in Schedule 1. This will also be used to determine optimal funding and service delivery models for future years.
- 2.4 The Parties agree that, apart from any specific obligations, the management of the services will generally be undertaken in accordance with the Australian National Audit Office's "Public Sector Governance – Better Practice Guide" and relevant principles set out in Australian Standards AS 8000, 8001, 8002, 8003, 8004-2003 'Corporate Governance – Good Governance Principles', as updated from time to time.
- 2.5 Both Parties recognise the NIHRACS Governance Committee (the Committee) exists to provide advice on the effective delivery of high quality health and aged care services that meet the needs of the community of Norfolk Island. The Parties agree that the

NIHRACS Manager must at all times be a member of the Committee.

- 2.6 Both Parties recognise the Tripartite Multi-Purpose Service Agreement with the Commonwealth Department of Health.

3. ROLES AND RESPONSIBILITIES

3.1 NIHRACS is responsible for:

- (a) delivering and administering the health and residential aged care services provided in Part A Schedule 1 to this agreement within the funding allocated in Part A of Schedule 1;
- (b) applying national and the Relevant State or Territory service delivery standards set out in this Agreement, including those for specific services set out in Part A Schedule 1;
- (c) developing appropriate internal monitoring and reporting mechanisms to meet the standards and key performance indicators specified in Part A Schedule 1;
- (d) developing plans including resourcing plans for the long term management, maintenance and renewal of assets owned or transferred by the Commonwealth for the provision of services;
- (e) notifying the Commonwealth immediately of any significant issues that come to NIHRACS' attention which:
 - i. are currently impacting, or are likely to impact, service delivery; or
 - ii. are currently having or are likely to have a material impact on the agreed budget for the services;
- (f) providing reports as specified in Schedule 2 of this Agreement;
- (g) engaging staff under formally agreed employment arrangements to a level that meets Relevant State or Territory requirements and is commensurate with the size and needs of Norfolk Island;
- (h) utilising national rural and remote networks and visiting specialist staff as appropriate, having regard to the Comprehensive Health Services Plan;
- (i) achieving and maintaining the accreditations and licences required to deliver the scope of services as per Schedule 1, Part A – Service Specification;;
- (j) providing general practitioners and other private providers access to reasonable professional development, education and training;
- (k) establishing and maintaining necessary insurance coverage for NIHRACS and ancillary services including medical malpractice, worker's compensation and public liability;
- (l) developing a Business Continuity Plan to cover emergency responses and provide safe working environment for staff in the event of natural disaster or other unforeseen circumstances;

- (m) establishing and maintaining a Panel for emergency medical evacuations (Medevac); and
- (n) identifying and administering policies and procedures for:
 - i. management of information;
 - ii. protection of information;
 - iii. quality assurance systems;
 - iv. performance control system; and
 - v. performance audits.
- (o) ensuring the NIHRACS Manager actively engages in meetings of the Committee and performs all such other functions that the NIHRACS Manager may be required to undertake as part of their membership of the Committee;
- (p) ensuring where the NIHRACS Manager is unable to attend a Committee meeting, that a proxy is appointed where applicable in accordance with the procedures of the Committee;
- (q) ensuring that all relevant papers are provided to the Committee in a timely manner, and where those papers relate to or are to be discussed at a Committee meeting, a reasonable amount of time before that Committee meeting is scheduled to occur; and
- (r) complying with the requirements as set out in the Tripartite Multi-Purpose Service Agreement at Schedule 4 to this Agreement.

3.2 The Commonwealth will be responsible for:

- (a) providing funding, until the Extension Date, for the delivery of health and residential aged care services by NIHRACS;
- (b) providing funding, until the Extension Date, for repairs and maintenance to Commonwealth-owned assets used in delivering services and where agreed, funding the replacement of assets that are no longer suitable for completing the services;
- (c) giving a minimum of 3 months' notice of the Commonwealth's intention to cease the requirement for services and at least 3 months' notice of a substantial change in service quantum or standard (these timeframes may be varied by mutual agreement);
- (d) contributing to the definition of the reporting requirements as outlined in Schedule 2 of this Agreement;
- (e) providing feedback to NIHRACS regarding operational and financial performance and negotiating revised performance delivery standards where necessary;
- (f) giving 6 months' notice where possible of the requirement for new health and aged care services and adhering to the procedure described in clause 4; and
- (g) providing buildings and/or facilities that allow NIHRACS to deliver the scope of services as per Schedule 1, Part A – Service Specification in accordance with the National Safety and Quality Health Service Standards; and

(h) complying with the requirements as set out in the Tripartite Multi-Purpose Service Agreement at Schedule 4 to this Agreement.

3.3 The Parties will jointly be responsible for:

- (a) agreeing the development of new health and aged care services where necessary;
- (b) reviewing the progress of the delivery of services with a focus on outcomes, outputs and risks; and
- (c) reviewing the corporate governance and financial performance of the health and residential aged care service.

4. BUSINESS CASE FOR NEW SERVICES

4.1 Both Parties recognise that having a sound business case contributes to the overall stability and integrity of service delivery. Individual business cases will provide the basis for amendments to this Agreement, will demonstrate each party's contribution toward a jointly agreed outcome, and will be open and transparent to all parties.

4.2 The Parties agree the following processes:

- (a) NIHRACS and the Commonwealth will work together to develop a business case for each new service and function to be delivered outside of the scope of the agreed budget;
- (b) business cases will state the terms and conditions for specific services, including resourcing requirements and appropriate fee structures;
- (c) both Parties agree that business cases must set out costs transparently on a full cost basis taking into account expected revenue from fees and charges for the provision of the service, to the extent that transparency requirements do not become administratively onerous;
- (d) business cases are to be agreed by the parties prior to being formalised; and
- (e) notwithstanding clauses 4.2 (a) through 4.2 (d), there is no obligation on NIHRACS to provide any services unless agreement has been reached with the Commonwealth, nor will the Commonwealth be obliged to fund services from NIHRACS as the only provider of those services.

5. PAYMENT

5.1 Subject to clause 3.2(a) and 3.2(b), quarterly payments in advance will be made by the Commonwealth to NIHRACS for the services specified in Schedule 1.

5.2 Any payments to be made by the Commonwealth will be made following receipt of a correctly rendered invoice for the demand driven services specified in Schedule 1.

5.3 For the services specified in Part A Schedule 1, where NIHRACS has, in the reasonable opinion of the Commonwealth, incurred an additional cost in good faith having endeavoured to seek Commonwealth agreement prior to incurring the cost, the Commonwealth agrees to pay that cost.

5.4 For the services specified in Part A Schedule 1, where a surplus occurs from the delivery

of a particular service, it is to be retained by NIHRACS and used for the costs of delivering the other services outlined in this agreement.

6. PERFORMANCE MANAGEMENT

- 6.1 Both Parties agree to establish performance management and performance guarantee mechanisms as part of the Schedules to this Agreement. Performance management and guarantee mechanisms will be equitable and mutually beneficial.

7. FEES AND CHARGES

- 7.1 NIHRACS agrees to implement fees and charges as per relevant legislation in force on Norfolk Island from time to time.
- 7.2 NIHRACS must notify the Commonwealth in advance of any substantial variation to locally determined fees and charges for health and residential aged care services provided under this Agreement.

8. RISK MANAGEMENT

- 8.1 Both Parties agree to take a proactive approach to risk by putting in place quality assurance and risk control measures.
- 8.2 The Parties agree to apply and comply with the Commonwealth Risk Management Policy as updated or replaced from time to time.
- 8.3 Risks are to be managed at the service level by the Party best placed to do so.
As such both Parties agree:
- (a) NIHRACS will keep a risk register;
 - (b) NIHRACS will monitor risks with risks to be reported in the performance reports prepared in accordance with Schedule 2 of this Agreement, or more frequently if required by the Commonwealth; and
 - (c) a consolidated risk report will be prepared by NIHRACS and the Parties will discuss the consolidated risk report bi-annually.
- 8.4 NIHRACS must take out all appropriate insurances for the potential liability associated with the services specified in Schedule 1, including risks relating to staff, including worker's compensation, professional indemnity and public liability.

9. REPORTING

- 9.1 Both Parties agree to reporting arrangements that will not unduly burden either party with duplicative reporting.
- 9.2 Reporting requirements will be set out in Schedule 2 of this Agreement.

10. AUDITS

- 10.1 Audit requirements are set out in Schedule 2 of this Agreement.

11. RECORDS

11.1 NIHRACS must comply with the record keeping obligations under the *Archives Act 1983* (Cth) and cooperate with the National Archives of Australia on matters relating to the identification and preservation of, and public access to, archival resources of the Commonwealth.

12. ASSETS

12.1 The Commonwealth will develop annual scheduled maintenance plans in consultation with NIHRACS for Commonwealth owned assets.

12.2 The Commonwealth will insure the buildings, assets, equipment and physical resources owned by it and used in the Territory in providing the services. NIHRACS must maintain the assets in accordance with agreed national, industry and the Relevant State or Territory standards to ensure the facility is suitable for the provision of the services.

12.3 NIHRACS will also be responsible for the insurance of any NIHRACS owned assets and equipment used in the delivery of the Services.

13. DISPUTE RESOLUTION

13.1 The Parties agree that dispute resolution will be kept at the lowest, most informal level practicable and will incorporate alternative dispute resolution procedures such as mediation. Where mediation is used, an independent mediator acceptable to both Parties will be appointed. If the mediator reports that the dispute cannot be resolved by mediation then an arbitrator acceptable to both Parties will be appointed. The arbitrator's decision will be final and binding on the Parties. The costs of any mediation or arbitration will be paid equally by both Parties.

14. BRANDING

14.1 Both Parties agree that the focus of branding will be on NIHRACS although individual agencies may be acknowledged.

14.2 Notwithstanding clause 14.1, parties agree that individual agency or jurisdiction specific branding requirements will be resolved with an emphasis on the needs of the customer.

15. PRIVACY

15.1 Both Parties acknowledge that they are obliged to comply with the *Privacy Act 1988* and the Australian Privacy Principles set out under the Act, and any other legislative requirements relating to the storage and handling of personal information.

16. CONFIDENTIALITY

16.1 Both Parties undertake to maintain the confidentiality of data provided to them by another person according to the requirements of the person providing the information.

17. SECURITY

17.1 Both Parties undertake to maintain the security of data provided to them by another person according to the requirements of the person providing the information.

17.2 As a minimum, both Parties agree to meet the following Australian Standards for information security or their equivalent:

- (a) HB 231:2004, Information Security Risk Management Guidelines;
- (b) AS/NZS ISO/IEC 27002:2006, Information Technology – Security Techniques – Code of Practice for Information Security Management; and
- (c) AS/NZS ISO/IEC 27001:2006, Information Technology – Security Techniques – Information Security Management Systems – Requirements.

18. COMPLAINT AND QUERY HANDLING

18.1 Both Parties agree that the handling of customer complaints and queries must be customer focused and that complaint handling processes must provide complainants with clear and timely resolution.

18.2 Over the life of the Agreement, both Parties will aspire to meet Standard AS ISO 10002-2006 "Customer Satisfaction - Guidelines for Complaints Handling in Organizations (ISO 10002:2004, MOD)".

18.3 Both Parties agree to manage complaints in an integrated fashion to minimise the need for follow up by the customer after the first complaint or query is filed.

18.4 Both Parties agree that a complete and integrated complaint resolution process, covering the complaint resolution life-cycle, will include the following elements:

- (a) the information that must be collected and passed between the Parties to facilitate the complaint handling process and minimise the need for repeated customer follow up;
- (b) the timing of the passing of information; and
- (c) the coordinating procedures required between parties to ensure the progress of complaint resolution can be monitored and facilitated.

18.5 NIHRACS must implement the complaint resolution process agreed to in Clause 3.6 of the Tripartite Multi-Purpose Service Agreement at Schedule 4 to this Agreement.

18.6 Both Parties agree to work together to prevent further complaints by identifying why complaints or queries have arisen and jointly determining what can be done to resolve them.

18.7 Both Parties agree to ensure all potential handlers of complaints, whether an employee of a Party or of an agent, are trained in the manner in which the interaction with the customer should be conducted and in an appropriate manner.

19. INTELLECTUAL PROPERTY

19.1 Ownership of any pre-existing intellectual property remains unchanged as a result of this Agreement, will be recognised and respected under this Agreement and will only be used as authorised by the owner of the intellectual property as permitted under law and as set out in this Agreement.

20. STAKEHOLDER AND CUSTOMER CONSULTATION

20.1 The Parties agree that stakeholders will be consulted during design, development and post implementation of new services and that the consultation will be tailored to match the magnitude, diversity and nature of the new service.

20.2 Pre-existing customer and stakeholders fora will be used where appropriate to undertake the consultation.

21. INFORMATION MANAGEMENT

21.1 Both Parties agree to design data collection and management processes to minimise unnecessary duplication and compliance costs.

21.2 Both Parties agree that NIHRACS, at point of contact, must confirm identity according to specifications agreed between all parties as specified in Schedules to this Agreement.

22. DATA QUALITY AND ACCESS

22.1 Both Parties agree to collaboratively develop equitable and transparent arrangements that assure data quality and access. This will be reflected in Schedules to this Agreement.

23. NOTICES

23.1 A notice under this Agreement is only effective if it is in writing, and addressed as follows:

(a) if given by the Recipient to the Commonwealth - addressed to:

Executive Director, Territories Division

Department of Infrastructure, Transport, Regional Development, Communications
and the Arts

GPO Box 594

Canberra ACT 2601

Phone: 02 6274 7326

Or other recipients/address as notified by the Commonwealth.

(b) if given by the Commonwealth to the Recipient –

Manager

Norfolk Island Health and Residential Aged Care Service Grassy

Road

Burnt Pine NORFOLK ISLAND 2899 Phone:

0011 6723 22091

Or other recipients/address as notified by the Recipient.

23.2 Any such notice must be delivered to the other party by hand, prepaid post or transmitted electronically (via email or facsimile) and be signed by the sending party. For the avoidance of doubt, an electronic signature on an email will be taken to be a signed notice for the purpose of this clause 23.2. Subject to clause 23.2, a notice is deemed to be received:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by prepaid post - upon delivery to the relevant address; or
- (c) if transmitted electronically - upon receipt by the sender of either an electronic receipt notification (generated by the system transmitting the notice) or an acknowledgement from the other party that it has received the notice (whichever is earlier).

23.3 If a notice is received:

- (a) after 5.00 pm on any Business Day; or
- (b) on a day that is not a Business Day.

it is deemed to be received at 9:00am on the next Business Day for the purposes of this clause 23.

Schedule 1

PART A - SERVICE SPECIFICATION

Principles of service delivery

NIHRACS will provide an integrated service model, in line with the multi-purpose service approach for the delivery of health and residential aged care services that addresses the following key principles:

- high quality service provision that provides equity of access to the services for all residents and visiting population;
- encourages a high level of local service delivery by the resident population;
- is inclusive of private sector delivery models including maximising the access to Commonwealth Government health care programs inclusive of the Medicare Benefits Schedule (MBS) and other programs;
- a flexible delivery model to allow for changing service needs and local workforce availability; and
- leadership and community engagement are key factors in delivering a service that has the confidence of the Commonwealth, community and other stakeholders.

Treating overseas patients or Medicare Ineligible Patients

Under the Australian Charter of Healthcare Rights, all health services must provide access to health care regardless of ability to pay.

NIHRACS is expected to understand the guiding principles of the Charter and any Reciprocal Health Care Agreements (RHCA) Australia may have with other countries.

If treating a patient not from an overseas country that Australia has an RHCA with, NIHRACS is expected to treat the patient as a Medicare Ineligible Patient and the patient will be required to pay all medical care and treatment including outpatient visits, admitted care and accommodation.

Key health and aged care service considerations and linkages

NIHRACS will be required to integrate and collaborate with existing health and aged care service providers on Norfolk Island to ensure a streamlined contemporary health and residential aged care system for the Norfolk Island community. To support the delivery of all services, strong relationships and links will need to be established between NIHRACS and:

- mainland Australian secondary and tertiary level public and private hospitals as well as specialists, including those visiting on-island;
- local community health services, community agencies and service providers, including the Norfolk Island community pharmacy;
- mental health services and drug and alcohol services;
- community primary care providers including GPs, Primary Health Networks and other referring centres;
- private, not for profit and other providers including private hospitals, providers of palliative care and residential aged-care services and facilities;

- relevant non-government organisations;
- health interpreter services;
- St John's Ambulance Australia (NSW), emergency medical evacuation services (medevac), Newborn and Paediatric Emergency Transport Services (NETS), and other non-emergency transport services; and
- other relevant government agencies (State and Commonwealth), and the Norfolk Island Police Force.

In facilitating the considerations above, NIHRACS will need to consider the following:

- providing an environment and services that are culturally, physically and age appropriate;
- consideration of emerging technologies that may change service requirements and models of care; and
- implementation of, or access to, hospital avoidance programs and strategies.

Core functions

The core functions to be delivered by NIHRACS are outlined in the following sections.

Support Services:

Linen

NIHRACS must provide:

- Collection, decontamination, washing, drying, of linen and delivery of adequate quantities of clean linen to each service area.
- Collection, decontamination, washing, drying, and ironing of resident personal clothing including residents of the aged care facilities, and delivery of clean items to the residents.

Cleaning services

- NIHRACS must provide a sterile cleaning area for the pathology laboratory, clinics and wards.
- NIHRACS must clean and sterilise equipment.
- NIHRACS must provide general housekeeping for all areas contained in the health service including cleaning of general facilities such as walls, ceilings, floors, carpet and glass.
- NIHRACS must provide ground and garden maintenance.
- NIHRACS must provide cleaning services for food preparation areas.
- NIHRACS must provide washroom stock – including regular supply of soaps and towelling and sanitary unit removal.

Catering Services

- NIHRACS must provide an industry acceptable food production and delivery system for clients of the health service.
- NIHRACS must obtain nutritional and dietary advice which must be incorporated into the menu development and choices for individual recipients.

- NIHRACS must provide menus to patients daily and meals be delivered and collected from rooms.
- NIHRACS must provide meals to patients of the inpatient services and some non-admitted type services, residential aged care residents.

Clinical Services:

Supported General Practice Clinic

(a) Scope of Service:

NIHRACS must provide and support a general practice clinic that is accredited against standards set by the Royal Australian College of General Practitioners to be available during core business hours, Monday to Friday between 8.30am to 5.00pm. General Practitioners engaged by NIHRACS to work in the general practice clinic serve under a licence agreement.

(b) Specific Requirements:

NIHRACS must provide:

- Consulting rooms for at least three General Practitioners.
- A General Practice Nurse.
- A General Practice Manager.
- Support to General Practitioners to organise locums as required.

Medical imaging

(a) Scope of Service:

NIHRACS must provide a medical imaging service (which includes radiography and sonography services) at the facility at 2 Grassy Road, Norfolk Island. The service must be available during business hours and on an on-call basis for medical imaging services required outside of business hours. This medical imaging service should work towards accreditation against the Diagnostic Imaging Accreditation Scheme as recognised by the Royal Australian and New Zealand College of Radiologists.

(b) Specific Requirements:

In dealing with the controlled apparatus described in Schedule 1 to ARPANSA Source Licence, NIHRACS and its personnel must at all times comply with:

- i. the ARPANSA Source Licence as if NIHRACS were the holder of that licence (and must not do or fail to do any other thing which would place the licence holder in breach of that licence);
- ii. the Australian Radiation Protection and Nuclear Safety Act 1998; and
- iii. the Australian Radiation Protection and Nuclear Safety Regulations

2018. NIHRACS and where applicable, its personnel, must:

- provide the Department with a copy of any report(s) submitted to the Australian Radiation Protection and Nuclear Safety Agency immediately following submission;

- maintain and adhere to a radiation safety plan; and
- ensure that at all times an employee of NIHRACS is appointed as radiation safety officer.

As part of the provision of a medical imaging service, NIHRACS must:

- ensure the employment of two personnel to maintain a roster to deliver services both during business hours and after hours;
- ensure that an arrangement with a third party is in place for the delivery of higher level networked radiology service for consultation and patient transfer;
- ensure a service with an offsite radiologist is available for offsite reporting;
- maintain image processing capacity;
- maintain access to Picture Archiving and Communication System (PACS);
- implement quality and risk management programs that comply with the National Safety and Quality Health Service Standards (NSQHS Standards) as updated from time to time; and
- engage appropriately licensed remote x-ray contractor/s to provide limited radiography services in rural and remote areas.

Pathology

(a) Scope of Service

NIHRACS must provide a laboratory providing core pathology services either on-site or via formal networked arrangements.

A range of tests must be available at the site according to clinical need but should include basic haematology, biochemistry and microbiology.

(b) Specific Requirements

As part of the provision of a Pathology service, NIHRACS must:

- Support a timely courier service to a National Association of Testing Authorities / Royal College of Pathologists of Australasia (NATA/RCPA) accredited laboratory for testing.
- Provide collection policies and procedures established by the accredited laboratory.
- Comply with the quality and safety requirements as determined by NATA and the National Pathology Accreditation Advisory Council (NPAAC).
- Have 24 hour on call access to Category G laboratory.
- Adhere to workforce requirements in accordance with standards and guidelines specified by the NPAAC; accredited for compliance by NATA.

Pharmacy

(a) Scope of Service

NIHRACS must provide linkages to the Norfolk Island community pharmacy for patient medicines information, medication chart review, medication supply and staff education.

NIHRACS will not be required to apply for an approval to supply Pharmaceutical Benefits Scheme (PBS) subsidised medicine, in accordance with section 90 of the *National Health Act*

1953.

(b) Specific Requirements

NIHRACS must provide:

- Access to medicines procurement and distribution service.
- Access to patient and staff medicines education.
- Access to therapeutic guidelines.
- Access to drug and therapeutics committee or equivalent.
- Quality and risk management programs in line with current National Safety and Quality Health Service (NSQHS) standards as appropriate.
- A pharmacist available for consultation, advice and support (may include telehealth; outreach; community pharmacist).

Emergency Medicine

(a) Scope of Service:

NIHRACS must provide emergency care within a designated area of the Facility. Basic primary and secondary assessment should be available, including Advanced Life Support (ALS) and stabilisation of critically ill paediatric, adult and trauma patients prior to arrival of a retrieval service.

(b) Specific Requirements:

As part of the provision of an Emergency Medicine service, NIHRACS must provide:

- A purpose specific area to receive and manage emergency presentations, including a co-located resuscitation area with appropriate equipment for paediatric, adult and trauma.
- Life support prior to transfer to definitive care.
- 24-hour access to an aero retrieval and transport service.
- Access to specialty services (may be via telephone, telehealth and/or hospital outreach) such as surgical, medical, orthopaedics, mental health, paediatrics, obstetrics and gynaecology; with ability to transfer and refer.
- Access to formal ALS education and training for nursing and medical staff.
- A medical practitioner on call or available 24 hours a day with post-graduate emergency medicine training (Australasian College for Emergency Medicine (ACEM) non-specialist Emergency Medicine Certificate or equivalent).
- A local clinical emergency response protocol in place to facilitate escalation of care and patient transfer when required.

General and Acute Medicine

(a) Scope of Service:

NIHRACS must provide a General Medicine Service whereby management and appropriate referral is specified by a Medical or Nurse Practitioner. NIHRACS must also provide a limited outpatient service.

(b) Specific Requirements:

As part of the provision of a General Medicine Service, NIHRACS must maintain:

- Formal networks including access to specialist support and advice (may include telehealth).
- A formal relationship with the ambulance service provider to facilitate escalation of care and patient transfer when required.
- Admission to community health services with referral pathways.
- Access to a Medical or Nurse Practitioner available 24 hours a day.

Geriatric

(a) Scope of Service:

NIHRACS must provide primarily supportive Geriatric service where personal and nursing care is available as necessary.

(b) Service Requirements:

As part of the provision of a Geriatric service, NIHRACS must provide:

- Referral and management by GP.
- Access to inpatient beds.
- Access to community health services and community aged care services (e.g. Commonwealth Home Support Program and Commonwealth Home Care Packages) as required.
- Access to mental health service for older people.
- Access to health education programs such as falls prevention.

Palliative Care

(a) Scope of Service:

NIHRACS must provide generalist palliative care service provided via a community health, primary care, private and/or non-government organisation (NGO). This may include patient support at home (may be via telephone).

(b) Service Requirements:

As part of the Palliative Care service, NIHRACS must provide:

- Palliative Care Approach Training
- Access to palliative care team, for advice and support (may be via outreach or telehealth).
- Access to community health services.
- Access to pain management service.
- Access to bereavement service.
- Access to pastoral care.
- Access to inpatient beds.
- NIHRACS may also have access to allied health services commensurate with casemix and clinical load.

Oral Health

(a) Scope of Service:

NIHRACS must provide a general dental practice. Care is to be provided by Dentist, Dental Hygienist or Dental Specialist.

NIHRACS must provide facilities for emergency oral health care for inpatients only. Care is to be provided by dentists, dental hygienists or dental specialists.

Mobile or fixed site (standalone or part of another facility) can be utilised in conjunction with the services provided by dental therapists, dental hygienists, dental prosthetists or dentists

(b) Service Requirements:

As part of the Oral health service, NIHRACS must provide:

- A general dental practice.
- An emergency and general oral health care for outpatients.
- Annual dental health checks to children at the Norfolk Island School.

Blood and Blood Products

(a) Scope of Service:

NIHRACS must maintain an adequate supply of blood and blood products.

(b) Service Requirements:

As part of the service, NIHRACS must:

- Manage blood supply in line with the relevant legislation, Blood Framework and National Blood Arrangements as in place from time to time.
- Notify the Department if there is expected to be a substantial variation to the standard blood supplies.

The Commonwealth will fund the provision of blood and blood products through the Commonwealth/State (Commonwealth/Department of Infrastructure, Regional Development and Cities) funding arrangements.

Neonatal

(a) Scope of Service:

NIHRACS must provide antenatal and postnatal care of mothers and babies delivered elsewhere with no complications. Emphasis on education on parenting, bonding, and breastfeeding must be provided.

(b) Specific Requirements:

As part of a Neonatal service, NIHRACS must:

- Provide a clinician competent with Basic Life Support for neonates.

- Access to Midwives, and/or mothercraft nurses and GP care.
- Continuing nursing educational programs available specific to the needs of the service.

Paediatric Medicine

(a) Scope of Service:

NIHRACS must provide primary and emergency care; and stabilisation for children prior to transfer to appropriate higher level of service.

(b) Specific Requirements:

As part of the provision of a Paediatric Medicine service, NIHRACS must provide:

- Capacity to isolate patient in a safe bed.
- Formal network and relationship with higher level service, including 24-hour access to specialist support and advice (may include telehealth).
- Consultation, escalation and patient transfer is organised with networked paediatric service and documented processes with Newborn and paediatric Emergency Transport Service (NETS).
- Appropriate equipment for children (including resuscitation) available on site.
- Access to allied health services commensurate with casemix and clinical load.
- Paediatrician consultation available (may be via telehealth).

Emergency care for children

(a) Scope of Service:

NIHRACS must provide primary and emergency care; and stabilisation for children prior to transfer to appropriate higher level of service.

(b) Specific Requirements:

As part of the provision of a Paediatric service, NIHRACS must provide:

- Capacity to isolate patient in a safe bed.
- Connection with a formal network and relationship with a higher level service, including 24-hour access to specialist support and advice (may include telehealth).
- Consultation, escalation and patient transfer is organised with networked paediatric service and documented processes with Newborn and Paediatric Emergency Transport Service (NETS).
- Appropriate equipment for children (including resuscitation) available on site.
- Access to allied health services commensurate with case-mix and clinical load.
- Paediatrician consultation available (may be via telehealth).

Child and Family Health

(a) Scope of Service:

NIHRACS must provide Family and Child Health services where Early Childhood Services and school health screening programs are conducted by appropriately qualified nurses.

A home visiting capacity, access to GPs and other secondary screening and referral services

for management of children with identified needs.

(b) Specific Requirements:

As part of the provision of a Family and Child Health Service, NIHRACS must provide access to:

- A range of assessment treatment information.
- Education and prevention programs, eg. immunisation clinics, for target population.
- Regular follow up of non-attenders/at risk clients.
- Limited child and family counselling, speech pathology, and secondary screening services.
- Liaison with range of professional disciplines including hospital mothercraft and midwifery nurses.
- Continuing nursing educational programs available.

Youth Health

(a) Scope of Service:

NIHRACS must provide a limited range of community and hospital services provided by non-specialist staff. Access to specialist adolescent health services for referral and consultation must be provided when appropriate.

(b) Specific Requirements:

As part of the provision of an Adolescent Health Service, NIHRACS must provide:

- Access to specialist youth health services for referral and consultation.
- Generalist multidisciplinary staff available business hours.

Adult Mental Health (Inpatient Care)

(a) Scope of Service:

NIHRACS must provide general hospital inpatient services without designated or gazetted mental health beds or staff, at the appropriate level, providing mental health care for voluntary patients admitted under management of GP or other Medical Officer, including stabilisation of acute illness prior to moving to higher level of mental health service where necessary.

(b) Specific Requirements:

As part of the provision of an Adult Mental Health – Inpatient service, NIHRACS must provide:

- Linkages to consultation liaison from experienced mental health staff (may be by teleconferencing).
- Reporting and quality assurance activities as required by general medicine for inpatient services.

Adult Mental Health (Community Care)

(a) Scope of Service:

NIHRACS must provide Adult Mental Health (Community Care) services by providing an outreach mental health service. This can be provided by visiting mental health staff in conjunction with general community health staff and GPs.

(b) Specific Requirements:

As part of the provision of an Adult Mental Health – Community service, NIHRACS must provide:

- An allied health counselling service that is accessible by the community.
- Assessment/treatment for common conditions including formal arrangements for Pathology and Pharmacy services and appropriate Diagnostic Imaging service.
- Services provided by general community health staff in conjunction with GPs and visiting mental health staff.
- Emergency services from local health service premises.
- Access to community support services; and Formal relationship with the St John's Ambulance and local Police to facilitate escalation of care and patient transfer when required.

Child/Adolescent Mental Health (Inpatient Care)

(a) Scope of Service:

NIHRACS must provide general inpatient services without designated Paediatric or gazetted mental health beds or staff, at the relevant general medicine level, providing mental health care for voluntary patients admitted under management of GP or other Medical Officer, including stabilisation of acute illness prior to moving to higher level of mental health service where necessary.

(b) Specific Requirements:

As part of the provision of a Child/Adolescent Mental Health – Inpatient service, NIHRACS must provide:

- Linkages to consultation liaison from experienced mental health staff (may be by teleconferencing).
- Reporting and quality assurance activities as required by general medicine for inpatient services.

Older Adult Mental Health (Inpatient Care)

(a) Scope of Service:

NIHRACS must provide general inpatient services without designated or gazetted psychogeriatric beds or staff, at the relevant general medicine level or above, providing mental health care for older voluntary patients admitted under management of GP or other Medical Officer including stabilisation of acute illness prior to moving to higher level of mental health service where necessary.

(b) Specific Requirements:

As part of the provision of an Older Adult Mental Health service, NIHRACS must provide:

- Linkages to consultation-liaison from experienced mental health staff (may be by teleconferencing) and may have formal links with Aged Care Assessment Teams (ACAT), other Ageing and Disability Services.
- Access facilitated to home support programs (eg. Home and Community Care Services, Meals on Wheels).
- Reporting and quality assurance activities as required by general medicine for inpatient services.

Drug and Alcohol Services

(a) Scope of Service:

NIHRACS must provide a limited range of drug and alcohol services provided in a general health service setting by a GP or non-specialist staff in consultation with specialist drug and alcohol services or GP.

(b) Specific Requirements:

As part of the provision of a Drug and Alcohol Service, NIHRACS must provide:

- Access to specialist medical and other back-up by means of referral.
- Un-medicated detoxification.

Community Health – general

(a) Scope of Service:

NIHRACS must provide a limited range of community services provided by non-specialist staff.

(c) Service Requirements:

As part of a Community Health service, NIHRACS must provide:

- Generalist community nursing service provided by a community health nurse.
- Administration of the Norfolk Island Patient Travel and Accommodation Assistance Scheme so patients can access specialist health care on the mainland.

NIHRACS should also consider the following:

- Provision of complex wound management, continence management opportunistic immunisation, domestic violence screening and/or chronic care;
- Provision of outreach services including home visits according to community needs;
- Provision of regular clinics;
- Provision of mammography services;
- Provision of programs to raise awareness and provide information and/or referral/liaison to available primary, community services (e.g. continence programs), according to community needs;
- Provision of access to counselling services; and
- Provision of advice, support and appropriate referral to self-management strategies including health education.

Community Nursing

(a) Scope of Service:

NIHRACS must provide a coordinated and direct care service and development of care plans in close liaison with GP and other community support services. Associations must be available with community based and inpatient services.

Sexual Health Services

(a) Scope of Service:

NIHRACS must provide emergency services to conduct assessment, treatment and appropriate referral by a nurse or Medical Practitioner with limited training in STDs/HIV.

(b) Service Requirements:

As part of the sexual health service, NIHRACS must provide:

- i. Access to identified sexual health services.
- ii. Pathology.
- iii. Provide health information through pamphlets and other media.

Sexual Assault Services

(a) Scope of Service:

NIHRACS must be able to provide treatment or support prior to the referral to designated sexual assault services. NIHRACS must also provide assistance with transportation to a referral centre and direct connections with Sexual Assault Services and procedures in place for the referral developed in consultation with the appropriate service.

(b) Service Requirements:

As part of a Sexual Assault Service, NIHRACS must provide:

- Employees training in relation to the recognition and notification of sexual assault.
- Distribution of copies for awareness in recognising and notifying child abuse, neglect and the procedures for frontline health professionals and a policy for protecting children and young people from physical, sexual, emotional abuse and neglect.
- Formal linkage with local Police.
- Provide clinical and psychological support for victims if required

Residential aged care – permanent and respite

(a) Scope of Service

NIHRACS must provide residential aged care services on a permanent and respite basis.

(b) Service Requirements

Residential aged care provides a range of care options and accommodation for older people who are unable to continue living independently in their own homes. The type of care

provided ranges from personal care to assist with activities of daily living through to nursing care on a 24-hour basis.

Residential care is provided on a permanent or respite basis. Residential respite provides short-term care on a planned or emergency basis in aged care homes to people who have been assessed and approved to receive it.

Residential respite provides short-term care in aged care homes.

The primary purpose of residential respite is to give a carer or care recipient a break from their usual care arrangements. Residential respite may be used on a planned or emergency basis.

After Death Care and support

NIHRACS must provide a continuum of care that extends to after the death of a person, either within the NIHRACS facility or through the morgue. This includes:

- i. coordinating care for a body;
- ii. communicating and engaging with family members and other significant people with dignity and respect;
- iii. ensuring that cultural and/or religious aspects are respected; and
- iv. ensuring official notifications and reports are completed in accordance with defined processes.

General delivery requirements

In delivering the services described above (**Services**), NIHRACS should have regard to the following general requirements.

Health and Safety 1.3.1.1

The Commonwealth will ensure that Commonwealth owned facilities meet work health and safety requirements.

The Parties acknowledge that they may share work health and safety duties with respect to the Services. The Parties acknowledge that where an overlap in duties exists, each Party retains responsibility for its duties in relation to the matter and will discharge its duties to the extent to which they have the capacity to influence and control the matter. Where either Party identifies a WHS issue that is believed to be a shared responsibility, it must advise the other Party of the matter as soon as practicable.

1.3.1.2 General requirements

NIHRACS will develop, adopt and implement policies and procedures that are in alignment with the requirements of the *Work health and Safety Act 2011 (Cth)* (**the WHS Act**) and supporting regulations and codes of practice.

NIHRACS will implement a quality assurance program to ensure systems, policies, procedures and measures are effective.

NIHRACS will ensure an independent audit of its WHS management systems is performed every 12 months, with results of the audit shared with the Department.

1.3.1.3 Legislative compliance

The Parties must comply with and ensure that their employees, subcontractors and agents comply with any Acts, regulations, local laws and by-laws, Codes of Practice, Australian Standards and appropriate risk management policies as they are applicable to the Agreement or the performance of Services under the Agreement.

1.3.1.4 Incident notifications

NIHRACS must advise the Department of all notifiable WHS incidents under Part 3 of the WHS Act which occurred as a result of any undertaking listed in this Agreement or Services under the Agreement as soon as practicable following the incident.

NIHRACS must and within one working day of any such incident provide a report to the Department giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future.

Clinical Records

NIHRACS must take all reasonable steps to ensure that clinical record keeping for all health service. Patients and aged care residents and clients under the Specified Personnel's care are undertaken and completed in a timely manner and in accordance with the requirements below. Records for these patient types must be maintained separately from the General Practice.

Completion of all clinical records by employed personnel must comply with contemporary medical documentation standards, including the National Inpatient Medication Chart.

Additionally:

- Diagnostics must be signed off within the medical records.
- Discharge summaries are to be completed for all overnight admissions and completed within 48 hours of discharge.

Clinical records of health service Patients and Aged Care Residents are the property of NIHRACS.

NIHRACS must comply with relevant State or Territory legislation and policy regarding retention and disposal of patient records.

NIHRACS must ensure that its personnel comply with all requirements of privacy legislation in the maintenance and security of all clinical records.

Reporting requirements

NIHRACS is required to report to the Department on clinical activity, financial and other elements. These requirements are specified in Schedule 2.

Disaster Management

NIHRACS will support the Norfolk Island Regional Council in its role of coordinating planning, response and recovery phases of a disaster, emergency or major incident. This will include responding to public health incidents (e.g. outbreaks of communicable diseases or

the spread of a virus or organism that has significant clinical severity).

NIHRACS must participate in and contribute to disaster and counter disaster planning, implementation, simulated disasters and other training exercises and key performance indicators as reasonably determined from time to time by the Department. NIHRACS will fulfil the roles and responsibilities allocated to Medical Services within the Norfolk Island Disaster and Emergency Plan (NORDISPLAN).

NIHRACS will undertake the role of the Functional Service Coordinator (FSC) – Health as specified in Norfolk Island Disaster and Emergency Plan (NORDISPLAN). FSC's are responsible for the planning, command, control and communications of specific emergency response and recovery operations.

Compliance will include fulfilling the minimum requirements for:

- Maintaining links and participation in the Norfolk Island disaster management initiatives including training and exercises.
- Disaster surge capacity establishment.
- Continuous supply of utilities to the Facility in the context of an internal / external disruption to service.
- Business continuity plans in place.

Training and education

Training and education must be undertaken in all service lines in order to provide current evidence-informed care.

The training and education provided in respect of a particular service line must be consistent with the Role Delineation required for that Service.

Training and education must include:

- nursing and Allied Health professional teaching, training and education in accordance with specialty requirements.
- staff for training and education that reflect the corresponding Role Delineation requirements.
- provision of and access to e-learning for all staff groups (including non-clinical).
- links with partner professions and agencies.

General Practitioners Remote Supervision Pilot

NIHRACS will participate in the General Practitioners Registrar Remote Supervision Pilot developed by the Royal Australian College of General Practitioners (RACGP) and funded by the Commonwealth Department of Health to deliver general practice training.

The pilot is for a five-month term commencing on 5 September 2022 and expiring on 5 February 2023. To facilitate the Pilot NIHRACS must have in place:

- An employment contract with the General Practice Registrar that does not exceed the Pilot's timeframe and meets the minimum employment terms and conditions as set out in the National Terms and Conditions for the Employment of Registrars

- A Medicare provider number for the General Practice Registrar Accreditation, Supervision, and General Practice Education and Training requirements, in line with relevant RACGP Standards and Guidelines.
- Rostering to ensure the existing full-time equivalent of 3.5 General Practitioners in the General Practice clinic is not exceeded.
- A risk assessment on the impact of the Pilot to NIHRACS' operations.
- An outline of how on-site supervision will be resourced with specific reference to supervision during periods that the General Practice Registrar is on-call.

NIHRACS will provide to the Department:

- Copies of all training accreditation documentation including applications, reports and approvals.
- Copies of the rostering arrangements, risk assessment and on-site supervision outline particularly during the periods that the General Practice Registrar is on-call.
- Financial statements detailing expenditure and revenue for the duration of the Pilot including:
 - Registrar consult billings based on consultation Levels A — D as per Professional Attendances in the Medicare Benefits Schedule.
 - Registrar billings for developing care plans.
 - Training practice and supervision subsidies received by NIHRACS.
 - Payments for expenses for the General Practice Registrar and family including accommodation, utilities, vehicle, phone, return flights.
 - Final profit or loss amount for the Pilot.
- Copies of Registrar Satisfaction Surveys.
- Copies of all reports and evaluations analysing and measuring the outcomes of the Pilot.

Continuous Quality Improvement

NIHRACS is responsible for all costs, including travel, associated with continuing quality improvement programs and activities, including training and education, undertaken by the personnel.

NIHRACS must ensure that its personnel participate in programs and activities appropriate to the personnel's speciality as are reasonably necessary to assure the quality of the care and services provided.

NIHRACS must ensure that its personnel participate in continuing quality improvement programs and activities, relating to the delivery of the services in this Agreement, as requested by the Department and these programs and activities include:

- Regular attendance and involvement in quality and safety meetings.
- Morbidity and mortality reviews and implementation of review outcomes.
- Assessment of near misses and other information gathered through the incident reporting system, and implementation of assessment outcomes.

Staff requirements

NIHRACS must ensure that relevant staff:

- comply with all legal and professional requirements.
- with a 'protected title' are registered with their corresponding National Board supported by the Australian Health Practitioner Regulation Agency (AHPRA) in the framework of a Health Profession Agreement.
- are appropriately credentialed and function within their scope of practice.
- that are medical officers are pre-approved to use of the facilities and admitting rights.
- have a valid police check.
- if moving from a mainland state or territory, provide a Working With Children's check or equivalent
- must be able to attend the health service within 15 minutes of being contacted (noting that response times may vary as clinically appropriate).
- must be contactable when required to be on call.
- are practising their profession with appropriate indemnity insurance arrangements. comply with mandatory reporting responsibilities and advise AHPRA or a National Board if they have formed a reasonable belief that a health practitioner has behaved in a way that constitutes notifiable conduct in relation to the practice of their profession.

Staff accommodation

NIHRACS Staff and contractors accommodated in property owned by the Commonwealth will incur rent. The cost of rent will be deducted from the Department's contribution detailed in PART B — NIHRACS BUDGET. Rent will be charged at the following rates:

- Two bedroom house (5 and 6 Quality Row, Kingston, 2899, Norfolk Island) — \$150.00 per week.
- Three bedroom house (7 and 8 Quality Row, Kingston, 2899, Norfolk Island) — \$300.00 per week.

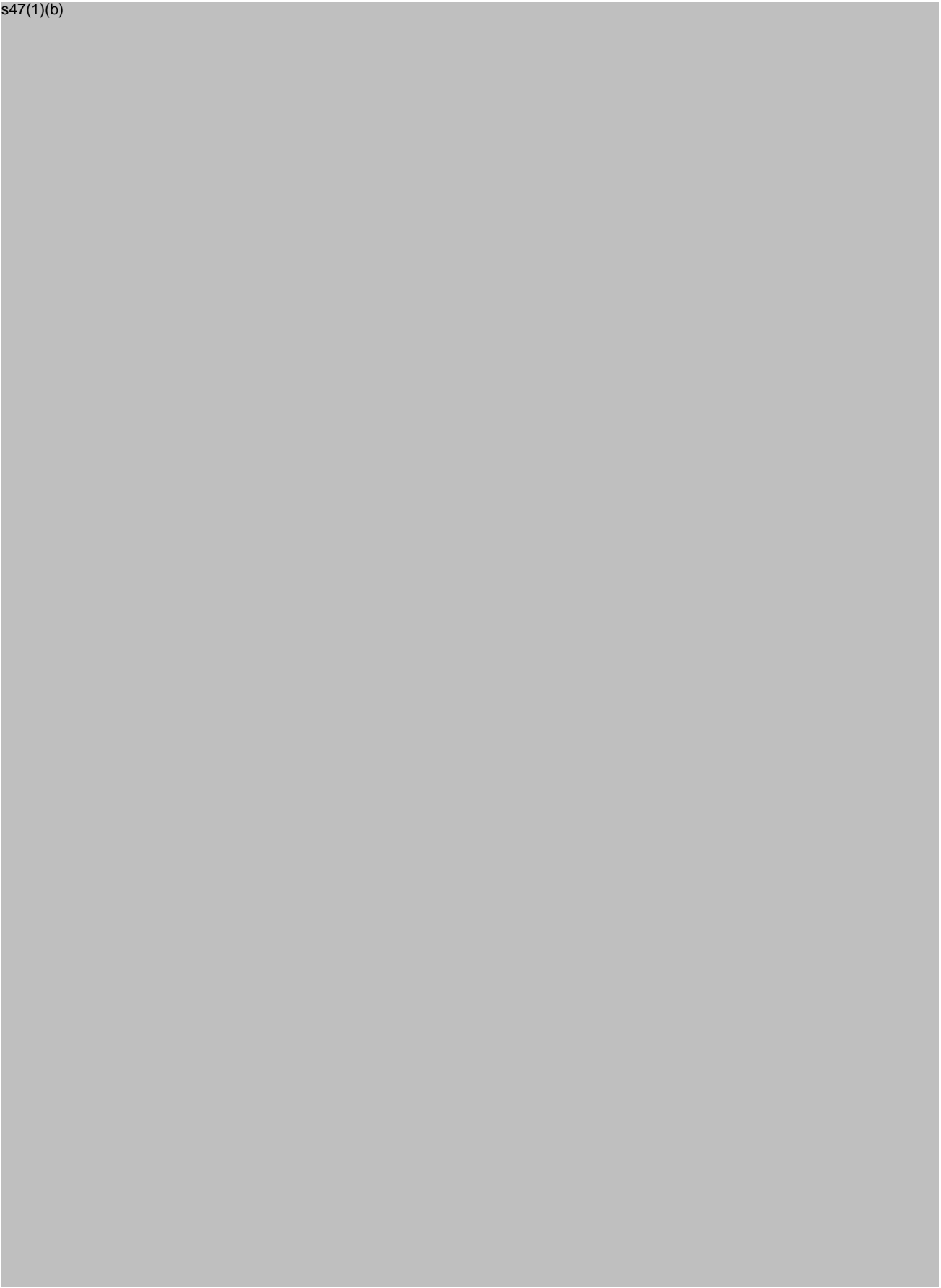
The Department may at any time by giving not less than one month's notice in writing to NIHRACS vary the Rent.

NIHRACS employees and contractors will be required to sign a lease that outlines the Commonwealth and the tenants' rights and obligations.

NIHRACS will be required to provide four weeks' notice of vacancy of a house by an employee or contractor, except in exceptional circumstances. Standards and Key Performance Indicators (KPIs)

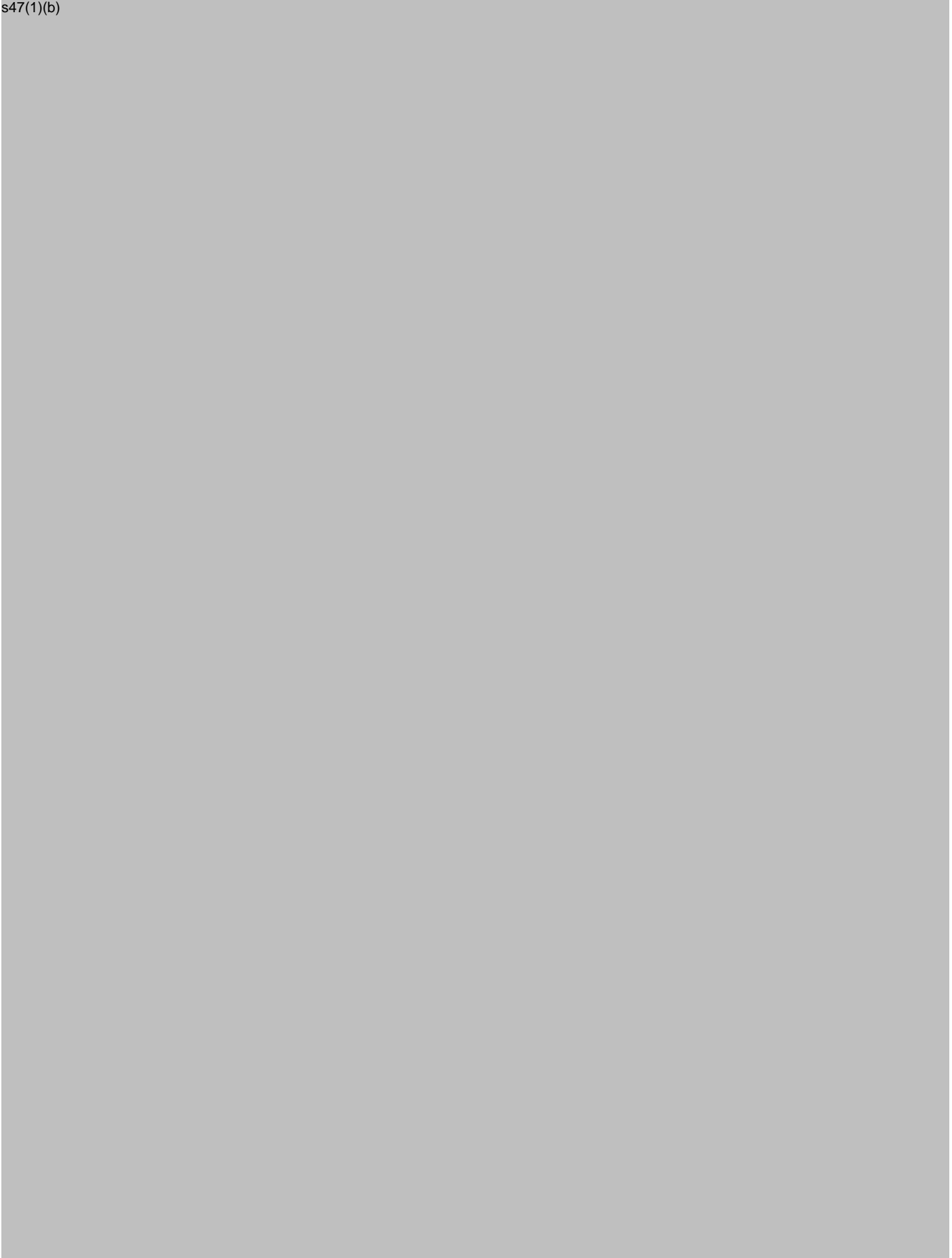
The following section provides a guideline in relation to potential KPIs to be adopted by NIHRACS. The KPIs will be reviewed biannually for amendment, update or substitution by the Department, and may be varied by the Department by notice to NIHRACS.

s47(1)(b)



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Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

s47(1)(b)



Released under the Freedom of Information Act 1982 by the Department of
Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

Requirements for Deliverables

Billing arrangements

NIHRACS will be responsible for all patient, client and sub-contractor billing. The following guidance is provided for NIHRACS in developing its pricing schedule and operational plan:

<i>Patient type</i>	<i>Description</i>	<i>Billing arrangement</i>
General practice patient	Receives general practice services from a general practitioner in the practice rooms.	Private general practice arrangement. Medicare eligible residents to be bulk billed at MBS schedule fee where appropriate.
Emergency – general practice patient	Patient received emergency medical care but did not require admission to the Hospital or transfer to another inpatient facility.	Private general practice arrangement. Medicare eligible residents to be bulk billed at MBS schedule fee.
Emergency – hospital patient	Patient received emergency (medical or nursing) care service and subsequently as a part of the emergency care require admission to the Hospital or transfer to another inpatient facility	Private general practice arrangement. Medicare eligible residents to be bulk billed at MBS schedule fee only up until the admission or transfer.
Hospital patient	Patient is admitted to the hospital and received inpatient care. Upon making the decision to transfer the patient to another facility that person will be classified as a Hospital patient from that point onwards.	No billing of public patients. Private billing for services provided to private or compensable patients.

Aged care – general practice patient	Where an aged care resident receives general practice services from a general practitioner in the practice rooms or as a “home visit” in the aged care residents rooms	Private general practice arrangement. Medicare eligible residents to be bulk billed at MBS schedule fee.
---	--	---

Patient type	Description	Billing arrangement
	at the aged care facility, or their home.	
Dental	Services provided by dental therapists, dental hygienists, dental prosthetists or dentists	Eligible services to be billed to MBS. No charge for school age children and holders of a Commonwealth Health Care Card. All other patients to be charged in accordance with NIHRACS fees.
Other allied health services	Includes non-admitted services provided by allied health and other providers.	Eligible services to be billed to MBS. Schedule of fees to be provided by the NIHRACS.
Pathology services for external	Includes and drug and alcohol testing for external agencies	Schedule of fees to be provided by the NIHRACS.
Community health general	Includes mammography services	Schedule of fees to be provided by the NIHRACS.

Note: Exemptions under Section 19(2) of the *Health Insurance Act 1973* allow exempted eligible sites to claim against the Medicare Benefits Schedule (MBS) for non-admitted, non-referred professional services (including nursing, midwifery, allied and dental services) provided in emergency departments and outpatient clinics. However, NIHRACS must note, where an eligible service is delivered through a private practice (e.g. GP co-located at the MPS site but not employed by NIHRACS), NIHRACS may choose to privately bill patients at its own discretion, which may incur out-of-pocket costs.

PART B – NIHRACS BUDGET

s47(1)(b)



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s47(1)(b)



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Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

Schedule 2 - REPORTING REQUIREMENTS

1. General obligations

NIHRACS must:

- 1.1. provide reports in the areas of performance, activity, finance, facility management and other reporting;
- 1.2. provide all reports outlined in this Schedule 2, and those required by the Accrediting Body and Department (acting reasonably) and Commonwealth Governments to the authorised representative of the Department of Infrastructure, Regional Development and Cities (Authorised Representative);
- 1.3. provide all reports in the manner and format required by the Department;
- 1.4. provide to the Department such information in relation to the Services that the Department reasonably requires including all information reasonably required to answer ministerial enquiries and parliamentary questions within the given timeframes, using the required format as directed by the Department;
- 1.5. provide all reports in accordance with the timeframes indicated in this Schedule 2, as updated from time to time, including:
 - (a) monthly reports provided within seven Business Days of the end of the period;
 - (b) quarterly reports provided within 14 Business Days of the end of the period;
 - (c) annual reports (other than the Annual Report) provided within 20 Business Days of the end of the period; and
 - (d) if no period is specified, at reasonably periodic intervals as required by the Department.;
- 1.6. ensure all information management and technology systems have the capability to provide all data reasonably required by the Department;
- 1.7. work with the Department in providing data, at least as provided by other similar Multi-Purpose services; and
- 1.8. upon request, grant permission to the Authorised Representative to access all activity data sets held centrally by NIHRACS.

2. Performance Reporting

Clinical and Corporate Governance

NIHRACS must report on the following:

- 2.1. A listing of the Department's policies being adhered to by NIHRACS to the extent that they are relevant to the Services and any policies introduced by NIHRACS, reported annually;
- 2.2. report by exception any material deviations in compliance, and remedial action taken, annually against NIHRACS' own business continuity plan and against the current Department business continuity plan as updated from time to time;
- 2.3. compliance with and revision of NIHRACS' service delivery plan, reported annually;
- 2.4. the number of clinical staff performance reviews completed, reported annually;
- 2.5. evidence (as required by the Department) of current licensing as required by industry regulators and report on any key recommendations or areas for improvement (including in respect of any Adverse Licence Conditions).

3. Safety and Quality

NIHRACS must:

- 3.1. following identification and incident classification, report all actual incidents, both clinical and corporate to the Authorised Representative, within 24 hours of NIHRACS becoming aware of the incident;
- 3.2. within the annual report, provide a summary of NIHRACS continuous quality improvement process including any changes implemented;
- 3.3. report annually on compliance with all aspects of the Safety, Quality and Risk Management Plan including explanation of deviations from the plan; and 3.4. report by exception any materials in compliance, and remedial action taken, annually on all aspects of the Safety, Quality and Risk Management Plan.

4. Risk Management

NIHRACS must:

- 4.1. provide verbal reports to the Authorised Representative for high and extreme levels of clinical, corporate and occupational health and safety risks (as identified in accordance with the Safety, Quality and Risk Management Plan) on the day the risk is identified, or the day the NIHRACS becomes aware the risk has been identified, with a written report following at a reasonable timeframe (but in any event not later than the date for provision of the next Monthly Performance Report in accordance with this document);
- 4.2. provide the formal risk register to Authorised Representative every six months; and

5. Key Performance Indicators and Targets

NIHRACS must:

- 5.1. provide the Department with a copy of any report relating to the Accreditation Requirements of the Facility received from the Accrediting Body or ACSQHC within 14 days of receipt of the report;
- 5.2. provide the Department with a copy of Patient satisfaction surveys in relation to the Services and report on the results and outcomes of the surveys annually;
- 5.3. report on all KPIs within the required timeframe as set out in the KPI Table found at 1.4 in Part A Schedule 1;
- 5.4. provide any other reports or information reasonably required by the Department, Commonwealth, including but not limited to any future changes in clinical indicator reporting requirements; and
- 5.5. in relation to the Performance KPIs, generate reports (in a form approved by the Department) for review at relevant hospital safety and quality or clinical governance committees.

6. Activity Reporting

6.1. General

NIHRACS must submit reports on health service activity for Admitted, emergency and Non-Admitted episodes involving all Patients as required by the Department, Commonwealth Governments. These reporting requirements may change from time to time at the discretion of the Department.

6.2. Quarterly reports

NIHRACS must submit to the Department each Operating Quarter during the Operating Term, within seven days of the end of the Operating Quarter (unless otherwise stated):

- (a) the 'Quarterly Activity Report' (in the form required by the Department) setting out the volume of the Services undertaken for the immediately preceding Operating Quarter, and which must contain full details of (among other things):
 - the Services provided by Service Category during the Operating Quarter to which the report relates, reconciled with the information contained in the individual Patient records;
 - the Services provided by Service Category from the commencement of that Operating Year to the end of the Operating Quarter to which the report relates;
 - the volume of Services provided from the commencement of that Operating Year to the end of the Operating Quarter to which the report relates;
 - the number of Bed Days used by NIHRACS, provided by Service Category, for the preceding Operating Quarter;
 - compensable Patient activity volumes for the relevant Operating Quarter;
 - instances of Patient transfers, including such information as the Department may reasonably require from time to time; and
 - any other information that the Department reasonably considers appropriate.

7. Performance audit report

If requested by the Commonwealth, NIHRACS must comply with the terms of the audit request.

8. Patient referral and transport report

- 8.1. NIHRACS must submit reports on all referrals and/or subsequent transfers for Admitted, Non-Admitted and Emergency patients of the health service as required by the Commonwealth.
- 8.2. For each patient requiring a referral or transport to another service for specialist outpatient clinics or inter-hospital transfer to a mainland facility, a record of the following should be kept by the referring service:
 - (a) Admission number
 - (b) Medical record number
 - (c) Medicare number
 - (d) Admission status
 - (e) First and last name
 - (f) Date of birth
 - (g) Date and time of Admission at referring hospital site
 - (h) Date and time of Discharge from referring hospital site
 - (i) Referring Hospital Site Name

- (j) Referring Medical Practitioner name
- (k) Referring Medical Practitioner provider number
- (l) Service(s) you are referring the patient to
- (m) Reason for referral
- (n) Date and time of referral
- (o) Accepting hospital name
- (p) Accepting hospital address
- (q) Name of medical escort if any
- (r) Type of transfer: commercial or charter
- (s) Flight number
- (t) Estimated time of arrival at destination

NIHRACS may provide additional patient level data as requested.

Financial Reporting

8.3. Finance Report

- (a) NIHRACS must provide a monthly Finance Report including a summary of the financial performance for the preceding month and the financial performance year-to-date as at the end of the preceding month.

8.4. Financial Statements

- (a) No later than four months after the end of each Financial Year, NIHRACS must provide the Authorised Representative:
 - unconsolidated audited financial statements for the previous Financial Year for NIHRACS;
 - the audited financial statements for the previous Financial Year of any consolidated entity of which NIHRACS forms part;
 - upon request by the Department, copies of all documents, reports, plans, materials, certificates, notices (including any updated financial models or reports) which the NIHRACS provides to any Debt Financier.
 - Each of the documents to be provided to the Department must be accompanied by a certificate signed by the NIHRACS Manager certifying that the information provided is accurate, complete and correct in all respects.
- (b) NIHRACS must prepare (or procure the preparation of) the accounts and financial statements in compliance with law and, without limitation, in accordance with the accounting principles generally accepted in Australia and consistently applied.
- (c) Financial statements for the Operating Year must be audited.

8.5. Financial Audits

NIHRACS must provide to the Department, within 120 days of the end of each Operating Year during the Operating Term, an audit report, prepared by an independent and reputable auditor, who is a member of the Certified Practising Accountants of Australia or Institute of Chartered Accountants or National Institute of Accountants, and who has audited the financial statements for that Operating

Year for the annual report.

8.6. Other Reporting

Annual Report

- (a) NIHRACS must provide to the Department an annual report on the operations of the service establishing compliance with the requirements to be agreed (the Annual Report). The Annual Report must be published within two months of receipt of the audited financial statements.
- (b) The Annual Report must cover the requirements set out in this Section, giving emphasis to the range, quality, responsiveness and appropriateness of Services delivered.
- (c) The Annual Report must report in reasonable detail as required by the Department on (among other things) the following topics:
 - role and structure of the facility;
 - reporting structure to the Department;
 - role delineation of services;
 - IM&T Systems;
 - interactions and relationships with other health and aged care service providers;
 - workforce (including Key Personnel and staff turnover);
 - teaching and training Services;
 - patient and Consumer satisfaction and complaints;
 - stakeholder engagement and communication report;
 - disability access and inclusion;
 - performance and quality indicators and targets (including performance against KPIs);
 - summary of activity and utilisation;
 - audited financial statements and audit reports for the Operating year.

8.7. General Undertakings

- (a) NIHRACS must provide the Department (within five Business Days of its receipt or sending) a copy of any notice, report, order or communication sent by or received by NIHRACS to or from or with any Authority or other person in relation to the Facility or the Services which is material to the performance of NIHRACS' obligations in respect of this agreement.
- (b) When the communication is oral, NIHRACS must pass on the substance of the communication in writing.

Schedule 3 – ARPANSA SOURCE LICENCE



Australian Government
**Australian Radiation Protection
and Nuclear Safety Agency**



S0324

Source Licence

Under section 33 of the *Australian Radiation Protection and Nuclear Safety Act 1998*, (the Act) I, James Scott, Delegate of the CEO of ARPANSA, issue a source licence to

Department of Infrastructure, Transport, Cities and Regional Development

authorising the persons identified below to deal with the controlled apparatus described in Schedule 1 and held by Norfolk Island Health and Residential Aged Care Service (NIHRACS) subject to the following:

1. Conditions in section 35 of the Act
2. Conditions in Part 5 Division 6 of the Australian Radiation Protection and Nuclear Safety Regulations 2018 (the Regulations)
3. Practices and procedures to be followed in Part 6 of the Regulations
4. Conditions in Schedule 2 of this licence

Persons covered by this licence are the licence holder, employees of the licence holder, Commonwealth contractors, employees of Commonwealth contractors, and Permitted Persons

ISSUED at Sydney this 24th day of June, 2019

James Scott
Delegate of the CEO of ARPANSA

This licence continues in force until cancelled or surrendered

Schedule 1

Controlled Apparatus and Controlled Material

Group ¹ & Item No	Kind of controlled apparatus
G1-9	Mammographic x-ray unit
G1-10	Conventional dental x-ray unit
G1-15	Mobile or portable medical x-ray unit
G2-10	Fixed medical x-ray unit, including a unit used for fluoroscopy, tomography and chiropractic radiography
G2-15	Controlled apparatus that produces ionising radiation not mentioned in another item of this table or in the definition of Group 1 or Group 3, dealings with which have the potential for accidental exposure likely to exceed a dose limit in sections 77 and 79 of the Regulations but unlikely to result in acute effects
	(f) Orthopantomogram (OPG) (dental panoramic x-ray unit)

¹ Group and Item as set out in section 4 of the Regulations

Schedule 2 Licence Conditions

1. The licence holder must maintain effective control of all sources authorised by this licence; this includes maintaining an accurate inventory in a form acceptable to the CEO of ARPANSA.
2. The licence holder must provide to the CEO of ARPANSA, within twenty-eight (28) days of the end of each quarter, information about compliance with the Act, the Regulations and licence conditions for the previous quarter year.
3. The licence holder must comply with relevant parts of the codes and standards applicable to the sources described in Schedule 1 of this licence. Applicable codes and standards can be found on the ARPANSA website at:

www.arpansa.gov.au/regulation-and-licensing/licensing/information-for-licence-holders/licence-conditions/applicable-codes-and-standards
4. The licence holder must, at least once every three (3) years, conduct a self-assessment against each applicable code and standard to ensure compliance.
5. The licence holder must ensure that any person who deals with sources authorised by this licence, including repair or maintenance of the sources, has received appropriate training in radiation safety and training with respect to their use or operation.

Testing of Medical/Dental X-ray apparatus

6. The licence holder must ensure that x-ray apparatus used for medical or dental purposes meets the periodic compliance testing requirements of a State or Territory in Australia.



ABN 19 273 190 722

TAX INVOICE

Department of Infrastructure, Transport, Regional
Development, Communications and the Arts
GPO Box 594
CANBERRA ACT 2601

Account No: 001047
Date: 10.3.2025
Invoice No: 2025-ADDFUND

Purchase Order: 45144253

Email: NIHealthServices@infrastructure.gov.au

Service Provider	Date / Detail	Unit Price
Additional funding for NIHRACS Liabilities:	EB Backpay	190,846.00
	Superannuation Guarantee	972,664.56
	¼ Funding for Inpatient and Aged Care Nurses	266,080.00
	IT Infrastructure Remediation	794,000.00
	ICT Manager Contracted	400,000.00
Invoice Total		\$2,623,590.56

Payment required within 7 days please

Payable to:

s22(1)(a)(ii)

Ref: 2025-ADDFUND

Please email remittance advice to: s47F



ABN 19 273 190 722

TAX INVOICE

Department of Infrastructure, Transport, Regional
Development, Communications and the Arts
GPO Box 594
CANBERRA ACT 2601

Account No: 001047
Date: 24.6.2025
Invoice No: 2025-ADDFUND2

Purchase Order: 45144253

Email: NIHealthServices@infrastructure.gov.au

<u>Service Provider</u>	<u>Date / Detail</u>	<u>Unit Price</u>
Additional Funding	Delivery of Services on Norfolk Island	2,047,500.00
Invoice Total		\$2,047,500.00

Payment required within 7 days please

Payable to:

[s22\(1\)\(a\)\(ii\)](#)

Ref: 2025-ADDFUND2

Please email remittance advice to: [s47F](#)

DEED OF VARIATION

DEED OF VARIATION OF THE AGREEMENT FOR THE DELIVERY OF
HEALTH, AGED CARE AND MEDICAL SERVICES ON NORFOLK ISLAND

COMMONWEALTH OF AUSTRALIA as represented by the **DEPARTMENT
OF INFRASTRUCTURE, TRANSPORT, REGIONAL DEVELOPMENT,
COMMUNICATIONS, SPORT AND THE ARTS**, ABN 86 267 354 017
(Commonwealth)

The **NORFOLK ISLAND HEALTH AND RESIDENTIAL AGED CARE
SERVICE**, ABN 19 273 190 722 (NIHRACS)

Variation number: 12

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Date

This Deed of Variation is made on the 27th day of June 2025.

Parties

This Deed is made between and binds the following parties:

1. The **COMMONWEALTH OF AUSTRALIA** as represented by the **DEPARTMENT OF INFRASTRUCTURE, TRANSPORT, REGIONAL DEVELOPMENT, COMMUNICATIONS, SPORT AND THE ARTS**, ABN 86 267 354 017, of 111 Alinga Street, Canberra, ACT 2601 (**Commonwealth**)
2. **NORFOLK ISLAND HEALTH AND RESIDENTIAL AGED CARE SERVICE**, ABN 19 273 190 722, of 2 Grassy Road, Norfolk Island 2899 (**NIHRACS**)

Context

This Deed is made in the following context:

- A. The parties entered into the Agreement.
- B. The parties have previously varied the Agreement:
 - (a) on or around 20 March 2020;
 - (b) on or around 22 April 2020;
 - (c) on or around 28 September 2020;
 - (d) on or around 19 February 2021;
 - (e) on or around 30 June 2021;
 - (f) on or around 29 March 2022;
 - (g) on or around 30 September 2022;
 - (h) on or around 23 December 2022;
 - (i) on or around 26 September 2023;
 - (j) on or around 25 March 2024; and
 - (k) on or around 27 June 2024,

(Former Variations).
- C. The parties have agreed to further vary the Agreement on the terms and conditions contained in this Deed.

Operative provisions

In consideration of the mutual promises contained in this Deed, the parties to this Deed agree as follows:

1. Definitions and Interpretation

1.1 Definitions

1.1.1. In this Deed, unless the contrary intention indicates otherwise:

Agreement means the Agreement executed by the parties and dated 9 April 2019 in relation to the delivery of health, aged care and medical services on Norfolk Island, as varied by the Former Variations.

Deed means this Deed and includes all schedules and attachments (if any) to this Deed.

Effective Date means midnight on 30 June 2025.

2. Commencement

2.1.1. The terms of this Deed apply on and from the Effective Date.

3. Variation of the Agreement

3.1.1. The parties agree that on and from the Effective Date, the Agreement is varied as shown in Attachment A by:

- a. inserting all text that is underlined; and
- b. deleting all text that is struck through.

4. Costs

4.1.1. Subject to clause 4.1.2, each party will bear its own costs and expenses (including legal costs) arising out of and incidental to the negotiation, preparation, execution and delivery of this Deed.

4.1.2. Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) that are payable in connection with this Deed must be paid by NIHRACS.

5. Entire agreement and variation

5.1.1. The parties confirm all the other provisions of the Agreement and, subject only to the variations contained in this Deed, the Agreement shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Deed were supplemental to the Agreement.

5.1.2. This Deed and the Agreement, when read together, contain the entire agreement of the parties with respect to the parties' rights and obligations under the Agreement and supersede all prior understandings and representations between the parties with respect to the parties' rights and obligations under the Agreement.

5.1.3. Each party will take such steps, execute all such documents and do all such acts and things as may be reasonably required by any other party to give effect to any of the transactions contemplated by this Deed.

5.1.4. The provisions of this Deed will not be varied either in law or in equity except by agreement in writing signed by the parties.

6. Applicable law

6.1.1. This Deed is governed by and must be construed in accordance with the laws applicable in the Australian Capital Territory.

6.1.2. Each party submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

7. Counterparts

7.1.1. This Deed may be signed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document. Execution of the Deed will be complete when each party holds a copy of this Deed signed by the other party.

EXECUTED as a Deed.

SIGNED SEALED AND DELIVERED for and on behalf of the COMMONWEALTH OF AUSTRALIA, as represented by the DEPARTMENT OF INFRASTRUCTURE, TRANSPORT, REGIONAL DEVELOPMENT, COMMUNICATIONS, SPORT AND THE ARTS ABN 86 267 354 017 by its duly authorised officer:

REBECCA LUSH

(print full name of signatory)

ASSISTANT SECRETARY

(print title of signatory)

s47F

(Signature of signatory)

in the presence of:

[Redacted signature]

(Signature of witness)

s47F

(Print full name of witness)

EXECUTED AS A DEED on behalf of NORFOLK ISLAND HEALTH AND RESIDENTIAL AGED CARE SERVICE ABN 19 273 190 722 by its duly authorised officer:

[Redacted name] UNKLES

(print full name of signatory)

MANAGER, NIHRACS

(print title of signatory)

s47F

(Signature of signatory)

in the presence of:

[Redacted signature]

(Signature of witness)

s47F

(Print full name of witness)

ATTACHMENT A – VARIATIONS TO AGREEMENT

THIS AGREEMENT is made on the 9 day of April 2019 BETWEEN

COMMONWEALTH OF AUSTRALIA ("the Commonwealth") AND

THE NORFOLK ISLAND HEALTH AND RESIDENTIAL AGED CARE SERVICE
(NIHRACS)

RECITALS:

NIHRACS will provide an integrated service model, in line with the multi-purpose service approach for the delivery of health and residential aged care services.

DEFINITIONS:

Accredited Medical Practitioner means a doctor practising medicine who is registered with the Medical Board of Australia. Relevant registration categories include specialist, general, provisional, and limited registration.

Annual Works Plan means the plan that outlines the scheduled maintenance, replacement, refurbishment or purchase of Medical Equipment, Non-Medical FF&E and hospital engineering services.

ARPANSA Source Licence means the source licence dated 24 June 2019 at Schedule 3 to this Agreement issued to the Department by the Australian Radiation Protection and Nuclear Safety Agency under section 33 of the Australian Radiation Protection and Nuclear Safety Act 1998 and as updated from time to time.

Authorised Representative means the authorised representative of the Department.

Commonwealth means the Commonwealth of Australia as represented by the Department.

Commonwealth Home Support Programme means a consolidated programme providing entry-level home support for older people that promotes independent living.

Department means Australian Government Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts.

Extension Date means the earlier of:

- (a) 30 June 202~~6~~5; and
- (b) the date on which a new agreement between the parties comes into force.

Medicare Benefits Schedule (MBS) lists a wide range of consultations, procedures

and other services that are subsidised by the Australian Government under Medicare.

Medicare Ineligible Person refers to patients that: do not hold a valid Medicare card; are from a country who does not have a Reciprocal Health Care Agreement with Australia; do not a refugee or asylum seeker status.

Multi-Purpose Services (MPS) refers to a model of service provision. It is a joint Commonwealth and State or Territory initiative that seeks to improve the provision of community, aged and health care services in rural and remote areas.

National Board means the relevant board by which a health professional that is part of the National Registration and Accreditation Scheme is represented by.

NIHRACS Manager means the Manager of the NIHRACS appointed under the *Norfolk Island Health and Residential Aged Care Service Act 1985* (NI).

Pharmaceutical Benefits Scheme (PBS) means a program of the Australian Government that provides subsidised prescription drugs to residents of Australia, as well as certain foreign visitors covered by a Reciprocal Health Care Agreement.

Picture Archiving and Communication System (PACS) means a technology for the short- and long-term storage, retrieval, management, distribution and presentation of medical images.

Protected Title means professional titles in the National Law that must be registered with the corresponding National Board.

Tripartite Multi-Purpose Service Agreement means the Multi-Purpose Service Agreement made under the *Aged Care Act 1997* (Cth) as varied 30 June 2022 at Schedule 4 to this Agreement.

Radiology Information System (RIS) means a system used to schedule patient appointments and record a patient's radiology history.

Relevant State or Territory means a State or Territory that has agreed to provide support to NIHRACS for the delivery of health services on Norfolk Island.

Requirements means the services described in the Schedule 1 of this Agreement.

Single Assessment System means a new system designed to streamline the process for determining the aged care needs of individuals seeking to access government-subsidised aged care services.

Specification means the Statement of Requirements described in Schedule 1 of this Agreement.

1. TERM OF THE AGREEMENT

Commencement

- 1.1 This Agreement commences when signed by both Parties and, subject to clause 1.2 and the terms of this Agreement, shall end on the Extension Date unless terminated earlier.
- 1.2 The Commonwealth may, in its absolute discretion, extend the term of this Agreement by up to three periods of one month on giving notice in writing to NIHRACS of the extension.

Revoke

- 1.3 This agreement revokes and replaces all former agreements and understandings between the parties.

Extension

- 1.4 During the term, the Parties may commence discussions for renewal of this Agreement.

Variation

- 1.5 This Agreement may be varied by agreement in writing between the Parties.

2. GOVERNANCE AND DECISION MAKING

- 2.1 Both Parties are jointly responsible for maintaining the currency of this Agreement. As such, the Parties will periodically review and update this Agreement.
- 2.2 In the first year of the Agreement, the Parties agree to meet and review its operation in the first, second and third quarters of the year. In subsequent years the Parties will meet annually for the duration of the Agreement.
- 2.3 The NIHRACS agrees that it is a fundamental condition of this agreement that the NIHRACS improves the efficiency of service delivery and continues to modernise and reform service delivery. A baseline will be established from which the agreed services will be reviewed against to establish whether NIHRACS is satisfactorily progressing towards meeting the service delivery standards outlined in Schedule 1. This will also be used to determine optimal funding and service delivery models for future years.
- 2.4 The Parties agree that, apart from any specific obligations, the management of the services will generally be undertaken in accordance with the Australian National Audit Office's "Public Sector Governance – Better Practice Guide" and relevant principles set out in Australian Standards AS 8000, 8001, 8002, 8003, 8004-2003 'Corporate Governance – Good Governance Principles', as updated from time to time.
- 2.5 Both Parties recognise the NIHRACS Governance Committee (the Committee) exists to provide advice on the effective delivery of high quality health and aged care services that meet the needs of the community of Norfolk Island. The Parties agree that the

NIHRACS Manager must at all times be a member of the Committee.

- 2.6 Both Parties recognise the Tripartite Multi-Purpose Service Agreement with the Commonwealth Department of Health.

3. ROLES AND RESPONSIBILITIES

3.1 NIHRACS is responsible for:

- (a) delivering and administering the health and residential aged care services provided in Part A Schedule 1 to this agreement within the funding allocated in Part A of Schedule 1;
- (b) compliance against applicable national accreditation standards (including National Safety and Quality Health Service Standards and Royal Australian College of General Practitioners (RACGP) Standards for general practices) and meeting legislative and regulatory requirements applying national and the Relevant State or Territory service delivery standards set out in this Agreement, including those for specific services set out in Part A Schedule 1;
- (c) developing appropriate internal monitoring and reporting mechanisms to meet the standards and key performance indicators specified in Part A Schedule 1 and to meet the reporting requirements specified in Schedule 2 of this Agreement;
- (d) developing plans including resourcing plans for the long term management, maintenance and renewal of assets owned or transferred by the Commonwealth for the provision of services;
- (e) notifying the Commonwealth immediately of any significant issues that come to NIHRACS' attention which:
 - i. are currently impacting, or are likely to impact, service delivery; or
 - ii. are currently having or are likely to have a material impact on the agreed budget for the services;
- (f) providing reports as specified in Schedule 2 of this Agreement;
- (g) engaging staff under formally agreed employment arrangements to a level that meets Relevant State or Territory requirements and is commensurate with the size and needs of Norfolk Island;
- (h) utilising national rural and remote networks and visiting specialist staff as appropriate, having regard to the Comprehensive Health Services Plan;
- (i) achieving and maintaining the accreditations and licences required to deliver the scope of services as per Schedule 1, Part A – Service Specification;
- (j) the professional development, training and education of NIHRACS' personnel to meet relevant national, State and/or Territory regulatory requirements providing general practitioners and other private providers access to reasonable professional development, education and training;
- (k) establishing and maintaining necessary insurance coverage for NIHRACS and ancillary services including medical malpractice, worker's compensation and public

liability;

- (l) developing a Business Continuity Plan to cover emergency responses and provide safe working environment for staff in the event of natural disaster or other unforeseen circumstances;
- (m) establishing and maintaining a Panel of suppliers for emergency medical evacuations (Medevac); and
- (n) identifying and administering policies and procedures for:
 - i. management of information;
 - ii. protection of information;
 - iii. quality assurance systems;
 - iv. performance control system; and
 - v. performance audits.
- (o) ensuring the NIHRACS Manager actively engages in meetings of the Committee and performs all such other functions that the NIHRACS Manager may be required to undertake as part of their membership of the Committee;
- (p) ensuring where the NIHRACS Manager is unable to attend a Committee meeting, that a proxy is appointed where applicable in accordance with the procedures of the Committee;
- (q) ensuring that all relevant papers are provided to the Committee in a timely manner, and where those papers relate to or are to be discussed at a Committee meeting, a reasonable amount of time before that Committee meeting is scheduled to occur; and
- (r) complying with the requirements as set out in the Tripartite Multi-Purpose Service Agreement at Schedule 4 to this Agreement.

3.2 The Commonwealth will be responsible for:

- (a) providing funding, until the Extension Date, for the delivery of health and residential aged care services by NIHRACS;
- (b) providing funding, until the Extension Date, for repairs and maintenance to Commonwealth-owned assets used in delivering services and where agreed, funding the replacement of assets that are no longer suitable for completing the services;
- (c) giving a minimum of 3 months' notice of the Commonwealth's intention to cease the requirement for services and at least 3 months' notice of a substantial change in service quantum or standard (these timeframes may be varied by mutual agreement);
- (d) contributing to the definition of the reporting requirements as outlined in Schedule 2 of this Agreement;
- (e) providing feedback to NIHRACS regarding operational and financial performance and negotiating revised performance delivery standards where necessary;
- (f) giving 6 months' notice where possible of the requirement for new health and aged

care services and adhering to the procedure described in clause 4; and

- (g) providing buildings and/or facilities that allow NIHRACS to deliver the scope of services as per Schedule 1, Part A – Service Specification in accordance with the National Safety and Quality Health Service Standards; and
- (h) complying with the requirements as set out in the Tripartite Multi-Purpose Service Agreement at Schedule 4 to this Agreement.

3.3 The Parties will jointly be responsible for:

- (a) agreeing the development of new health and aged care services where necessary;
- (b) reviewing the progress of the delivery of services with a focus on outcomes, outputs and risks; and
- (c) reviewing the corporate governance and financial performance of the health and residential aged care service.

4. BUSINESS CASE FOR NEW SERVICES

4.1 Both Parties recognise that having a sound business case contributes to the overall stability and integrity of service delivery. Individual business cases will provide the basis for amendments to this Agreement, will demonstrate each party's contribution toward a jointly agreed outcome, and will be open and transparent to all parties.

4.2 The Parties agree the following processes:

- (a) NIHRACS and the Commonwealth will work together to develop a business case for each new service and function to be delivered outside of the scope of the agreed budget;
- (b) business cases will state the terms and conditions for specific services, including resourcing requirements and appropriate fee structures;
- (c) both Parties agree that business cases must set out costs transparently on a full cost basis taking into account expected revenue from fees and charges for the provision of the service, to the extent that transparency requirements do not become administratively onerous;
- (d) business cases are to be agreed by the parties prior to being formalised; and
- (e) notwithstanding clauses 4.2 (a) through 4.2 (d), there is no obligation on NIHRACS to provide any services unless agreement has been reached with the Commonwealth, nor will the Commonwealth be obliged to fund services from NIHRACS as the only provider of those services.

5. PAYMENT

5.1 Subject to clause 3.2(a) and 3.2(b), quarterly payments in advance will be made by the Commonwealth to NIHRACS for the services specified in Schedule 1.

5.2 Any payments to be made by the Commonwealth will be made following receipt of a correctly rendered invoice for the demand driven services specified in Schedule 1.

- 5.3 For the services specified in Part A Schedule 1, where NIHRACS has, in the reasonable opinion of the Commonwealth, incurred an additional cost in good faith having endeavoured to seek Commonwealth agreement prior to incurring the cost, the Commonwealth agrees to pay that cost.
- 5.4 For the services specified in Part A Schedule 1, where a surplus occurs from the delivery of a particular service, it is to be retained by NIHRACS and used for the costs of delivering the other services outlined in this agreement.

6. PERFORMANCE MANAGEMENT

- 6.1 Both Parties agree to establish performance management and performance guarantee mechanisms as part of the Schedules to this Agreement. Performance management and guarantee mechanisms will be equitable and mutually beneficial.

7. FEES AND CHARGES

- 7.1 NIHRACS agrees to implement fees and charges as per relevant legislation in force on Norfolk Island from time to time.
- 7.2 NIHRACS must notify the Commonwealth in advance of any substantial variation to locally determined fees and charges for health and residential aged care services provided under this Agreement.

8. RISK MANAGEMENT

- 8.1 Both Parties agree to take a proactive approach to risk by putting in place quality assurance and risk control measures.
- 8.2 The Parties agree to apply and comply with the Commonwealth Risk Management Policy as updated or replaced from time to time.
- 8.3 Risks are to be managed at the service level by the Party best placed to do so.
As such both Parties agree:
- (a) NIHRACS will keep a risk register;
 - (b) NIHRACS will monitor risks with risks to be reported in the performance reports prepared in accordance with Schedule 2 of this Agreement, or more frequently if required by the Commonwealth; and
 - (c) a consolidated risk report will be prepared by NIHRACS and the Parties will discuss the consolidated risk report bi-annually.
- 8.4 NIHRACS must take out all appropriate insurances for the potential liability associated with the services specified in Schedule 1, including risks relating to staff, including worker's compensation, professional indemnity and public liability.

9. REPORTING

- 9.1 Both Parties agree to reporting arrangements that will not unduly burden either party with duplicative reporting.
- 9.2 Reporting requirements ~~will be~~ set out in Schedule 2 of this Agreement.

10. AUDITS

10.1 Audit requirements are set out in Schedule 2 of this Agreement.

11. RECORDS

11.1 NIHRACS must comply with the record keeping obligations under the *Archives Act 1983* (Cth) and cooperate with the National Archives of Australia on matters relating to the identification and preservation of, and public access to, archival resources of the Commonwealth.

12. ASSETS

12.1 The Commonwealth will develop annual scheduled maintenance plans in consultation with NIHRACS for Commonwealth owned assets.

12.2 The Commonwealth will insure the buildings, assets, equipment and physical resources owned by it and used in the Territory in providing the services. NIHRACS must maintain the assets in accordance with agreed national, industry and the Relevant State or Territory standards to ensure the facility is suitable for the provision of the services.

12.3 NIHRACS will also be responsible for the insurance of any NIHRACS owned assets and equipment used in the delivery of the Services.

13. DISPUTE RESOLUTION

13.1 The Parties agree that dispute resolution will be kept at the lowest, most informal level practicable and will incorporate alternative dispute resolution procedures such as mediation. Where mediation is used, an independent mediator acceptable to both Parties will be appointed. If the mediator reports that the dispute cannot be resolved by mediation then an arbitrator acceptable to both Parties will be appointed. The arbitrator's decision will be final and binding on the Parties. The costs of any mediation or arbitration will be paid equally by both Parties.

14. BRANDING

14.1 Both Parties agree that the focus of branding will be on NIHRACS although individual agencies may be acknowledged.

14.2 Notwithstanding clause 14.1, parties agree that individual agency or jurisdiction specific branding requirements will be resolved with an emphasis on the needs of the customer.

15. PRIVACY

15.1 Both Parties acknowledge that they are obliged to comply with the *Privacy Act 1988* and the Australian Privacy Principles set out under the Act, and any other legislative requirements relating to the storage and handling of personal information.

16. CONFIDENTIALITY

16.1 Both Parties undertake to maintain the confidentiality of data provided to them by another person according to the requirements of the person providing the information.

17. SECURITY

- 17.1 Both Parties undertake to maintain the security of data provided to them by another person according to the requirements of the person providing the information.
- 17.2 As a minimum, both Parties agree to meet the following Australian Standards for information security or their equivalent:
- (a) HB 231:2004, Information Security Risk Management Guidelines;
 - (b) AS/NZS ISO/IEC 27002:2006, Information Technology – Security Techniques – Code of Practice for Information Security Management; and
 - (c) AS/NZS ISO/IEC 27001:2006, Information Technology – Security Techniques – Information Security Management Systems – Requirements.

18. COMPLAINT AND QUERY HANDLING

- 18.1 Both Parties agree that the handling of customer complaints and queries must be customer focused and that complaint handling processes must provide complainants with clear and timely resolution.
- 18.2 Over the life the Agreement, both Parties will aspire to meet Standard AS ISO 10002-2006 "Customer Satisfaction - Guidelines for Complaints Handling in Organizations (ISO 10002:2004, MOD)".
- 18.3 Both Parties agree to manage complaints in an integrated fashion to minimise the need for follow up by the customer after the first complaint or query is filed.
- 18.4 Both Parties agree that a complete and integrated complaint resolution process, covering the complaint resolution life-cycle, will include the following elements:
- (a) the information that must be collected and passed between the Parties to facilitate the complaint handling process and minimise the need for repeated customer follow up;
 - (b) the timing of the passing of information; and
 - (c) the coordinating procedures required between parties to ensure the progress of complaint resolution can be monitored and facilitated.
- 18.5 NIHRACS must implement the complaint resolution process agreed to in Clause 3.6 of the Tripartite Multi-Purpose Service Agreement at Schedule 4 to this Agreement.
- 18.6 Both Parties agree to work together to prevent further complaints by identifying why complaints or queries have arisen and jointly determining what can be done to resolve them.
- 18.7 Both Parties agree to ensure all potential handlers of complaints, whether an employee of a Party or of an agent, are trained in the manner in which the interaction with the customer should be conducted and in an appropriate manner.

19. INTELLECTUAL PROPERTY

- 19.1 Ownership of any pre-existing intellectual property remains unchanged as a result of this Agreement, will be recognised and respected under this Agreement and will only be used as authorised by the owner of the intellectual property as permitted under law and

as set out in this Agreement.

20. STAKEHOLDER AND CUSTOMER CONSULTATION

20.1 The Parties agree that stakeholders will be consulted during design, development and post implementation of new services and that the consultation will be tailored to match the magnitude, diversity and nature of the new service.

20.2 Pre-existing customer and stakeholders fora will be used where appropriate to undertake the consultation.

21. INFORMATION MANAGEMENT

21.1 Both Parties agree to design data collection and management processes to minimise unnecessary duplication and compliance costs.

21.2 Both Parties agree that NIHRACS, at point of contact, must confirm the patient/customer identity according to specifications agreed between all parties as specified in Schedules to this Agreement.

22. DATA QUALITY AND ACCESS

22.1 Both Parties agree to collaboratively develop equitable and transparent arrangements that assure data quality and access. This will be reflected in Schedules to this Agreement.

23. NOTICES

23.1 A notice under this Agreement is only effective if it is in writing, and addressed as follows:

(a) if given by the Recipient to the Commonwealth - addressed to:

First Assistant Secretary~~Executive Director~~, Territories Division

Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

GPO Box 594

Canberra ACT 2601

Phone: 02 6274 7326

Or other recipients/address as notified by the Commonwealth.

(b) if given by the Commonwealth to the Recipient –

Manager

Norfolk Island Health and Residential Aged Care Service Grassy
Road

Burnt Pine NORFOLK ISLAND 2899 Phone:

0011 6723 22091

Or other recipients/address as notified by the Recipient.

23.2 Any such notice must be delivered to the other party by hand, prepaid post or transmitted electronically (via email or facsimile) and be signed by the sending party. For the avoidance of doubt, an electronic signature on an email will be taken to be a signed notice for the purpose of this clause 23.2. Subject to clause 23.2, a notice is deemed to be received:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by prepaid post - upon delivery to the relevant address; or
- (c) if transmitted electronically - upon receipt by the sender of either an electronic receipt notification (generated by the system transmitting the notice) or an acknowledgement from the other party that it has received the notice (whichever is earlier).

23.3 If a notice is received:

- (a) after 5.00 pm on any Business Day; or
- (b) on a day that is not a Business Day.

it is deemed to be received at 9:00am on the next Business Day for the purposes of this clause 23.

Schedule 1

PART A - SERVICE SPECIFICATION

Principles of service delivery

NIHRACS will provide an integrated service model, in line with the multi-purpose service approach for the delivery of health and residential aged care services that addresses the following key principles:

- high quality service provision that provides equity of access to the services for all residents and visiting population;
- encourages a high level of local service delivery by the resident population;
- is inclusive of private sector delivery models including maximising the access to Commonwealth Government health care programs inclusive of the Medicare Benefits Schedule (MBS) and other programs;
- a flexible delivery model to allow for changing service needs and local workforce availability; and
- leadership and community engagement are key factors in delivering a service that has the confidence of the Commonwealth, community and other stakeholders.

Treating overseas patients or Medicare Ineligible Patients

Under the Australian Charter of Healthcare Rights, all health services must provide access to health care regardless of ability to pay.

NIHRACS is expected to understand the guiding principles of the Charter and any Reciprocal Health Care Agreements (RHCA) Australia may have with other countries.

If treating a patient not from an overseas country that Australia has an RHCA with, NIHRACS is expected to treat the patient as a Medicare Ineligible Patient and the patient will be required to pay all medical care and treatment including outpatient visits, admitted care and accommodation.

Key health and aged care service considerations and linkages

NIHRACS will be required to integrate and collaborate with existing health and aged care service providers on Norfolk Island to ensure a streamlined contemporary health and residential aged care system for the Norfolk Island community. To support the delivery of all services, strong relationships and links will need to be established between NIHRACS and:

- mainland Australian secondary and tertiary level public and private hospitals as well as specialists, including those visiting on-island;
- local community health services, community agencies and service providers, including the Norfolk Island community pharmacy;
- mental health services and drug and alcohol services;
- community primary care providers including GPs, Primary Health Networks and other referring centres;
- private, not for profit and other providers including private hospitals, providers of palliative care and residential aged-care services and facilities;

- relevant non-government organisations;
- health interpreter services;
- St John's Ambulance Australia (NSW), emergency medical evacuation services (medevac), ~~Newborn and Paediatric Emergency Transport Services (NETS)~~, and other non-emergency transport services; and
- other relevant government agencies (State and Commonwealth), and the Norfolk Island Police Force.

In facilitating the considerations above, NIHRACS will need to consider the following:

- providing an environment and services that are culturally, physically and age appropriate;
- consideration of emerging technologies that may change service requirements and models of care; and
- implementation of, or access to, hospital avoidance programs and strategies.

Core functions

The core functions to be delivered by NIHRACS are outlined in the following sections.

Support Services:

Linen

NIHRACS must provide:

- Collection, decontamination, washing, drying, of linen and delivery of adequate quantities of clean linen to each service area.
- Collection, decontamination, washing, drying, and ironing of resident personal clothing including residents of the aged care facilities, and delivery of clean items to the residents.

Cleaning services

- NIHRACS must provide a sterile cleaning area for the pathology laboratory, clinics and wards.
- NIHRACS must clean and sterilise equipment.
- NIHRACS must provide general housekeeping for all areas contained in the health service including cleaning of general facilities such as walls, ceilings, floors, carpet and glass.
- NIHRACS must provide ground and garden maintenance.
- NIHRACS must provide cleaning services for food preparation areas.
- NIHRACS must provide washroom stock – including regular supply of soaps and towelling and sanitary unit removal.

Catering Services

- NIHRACS must provide an industry acceptable food production and delivery system for clients of the health service.
- NIHRACS must obtain nutritional and dietary advice which must be incorporated into the menu development and choices for individual recipients.

- NIHRACS must provide menus to patients daily and meals be delivered and collected from rooms.
- NIHRACS must provide meals to patients of the inpatient services and some non-admitted type services, residential aged care residents.

Clinical Services:

Supported General Practice Clinic

(a) Scope of Service:

NIHRACS must provide and support a general practice clinic that is accredited against standards set by the Royal Australian College of General Practitioners to be available during core business hours, Monday to Friday between 8.30am to 5.00pm. General Practitioners engaged by NIHRACS to work in the general practice clinic serve under a licence agreement.

(b) Specific Requirements:

NIHRACS must provide:

- Consulting rooms for at least three General Practitioners.
- A General Practice Nurse.
- A General Practice Manager.
- Support to General Practitioners to organise locums as required.

Medical imaging

(a) Scope of Service:

NIHRACS must provide a medical imaging service (which includes radiography and sonography services) at the facility at 2 Grassy Road, Norfolk Island. The service must be available during business hours and on an on-call basis for medical imaging services required outside of business hours. This medical imaging service should work towards accreditation against the Diagnostic Imaging Accreditation Scheme as recognised by the Royal Australian and New Zealand College of Radiologists.

(b) Specific Requirements:

In dealing with the controlled apparatus described in Schedule 1 to ARPANSA Source Licence, NIHRACS and its personnel must at all times comply with:

- i. the ARPANSA Source Licence as if NIHRACS were the holder of that licence (and must not do or fail to do any other thing which would place the licence holder in breach of that licence);
- ii. the Australian Radiation Protection and Nuclear Safety Act 1998; and
- iii. the Australian Radiation Protection and Nuclear Safety Regulations

2018. NIHRACS and where applicable, its personnel, must:

- provide the Department with a copy of any report(s) submitted to the Australian Radiation Protection and Nuclear Safety Agency immediately following submission;

- maintain and adhere to a radiation safety plan; and
- ensure that at all times an employee of NIHRACS is appointed as radiation safety officer.

As part of the provision of a medical imaging service, NIHRACS must:

- ensure the employment of two personnel to maintain a roster to deliver services both during business hours and after hours;
- ensure that an arrangement with a third party is in place for the delivery of higher level networked radiology service for consultation and patient transfer;
- ensure a service with an offsite radiologist is available for offsite reporting;
- maintain image processing capacity;
- maintain access to Picture Archiving and Communication System (PACS);
- implement quality and risk management programs that comply with the National Safety and Quality Health Service Standards (NSQHS Standards) as updated from time to time; and
- engage appropriately licensed remote x-ray contractor/s to provide limited radiography services in rural and remote areas.

Pathology

(a) Scope of Service

NIHRACS must provide a laboratory providing core pathology services either on-site or via formal networked arrangements.

A range of tests must be available at the site according to clinical need but should include basic haematology, biochemistry and microbiology.

(b) Specific Requirements

As part of the provision of a Pathology service, NIHRACS must:

- Support a timely courier service to a National Association of Testing Authorities / Royal College of Pathologists of Australasia (NATA/RCPA) accredited laboratory for testing.
- Provide collection policies and procedures established by the accredited laboratory.
- Comply with the quality and safety requirements as determined by NATA and the National Pathology Accreditation Advisory Council (NPAAC).
- Have 24 hour on call access to Category G laboratory.
- Adhere to workforce requirements in accordance with standards and guidelines specified by the NPAAC; accredited for compliance by NATA.

Pharmacy

(a) Scope of Service

NIHRACS must provide linkages to the Norfolk Island community pharmacy for patient medicines information, medication chart review, medication supply and staff education.

NIHRACS will not be required to apply for an approval to supply Pharmaceutical Benefits Scheme (PBS) subsidised medicine, in accordance with section 90 of the *National Health Act*

1953.

(b) Specific Requirements

NIHRACS must provide:

- Access to medicines procurement and distribution service.
- Access to patient and staff medicines education.
- Access to therapeutic guidelines.
- Access to drug and therapeutics committee or equivalent.
- Quality and risk management programs in line with current National Safety and Quality Health Service (NSQHS) standards as appropriate.
- A pharmacist available for consultation, advice and support (may include telehealth; outreach; community pharmacist).

Emergency Medicine

(a) Scope of Service:

NIHRACS must provide emergency care within a designated area of the Facility. Basic primary and secondary assessment should be available, including Advanced Life Support (ALS) and stabilisation of critically ill paediatric, adult and trauma patients prior to arrival of a retrieval service.

(b) Specific Requirements:

As part of the provision of an Emergency Medicine service, NIHRACS must provide:

- A purpose specific area to receive and manage emergency presentations, including a co-located resuscitation area with appropriate equipment for paediatric, adult and trauma.
- Life support prior to transfer to definitive care.
- 24-hour access to an aero retrieval and transport service.
- Access to specialty services (may be via telephone, telehealth and/or hospital outreach) such as surgical, medical, orthopaedics, mental health, paediatrics, obstetrics and gynaecology; with ability to transfer and refer.
- Access to formal ALS education and training for nursing and medical staff.
- A medical practitioner on call or available 24 hours a day with post-graduate emergency medicine training (Australasian College for Emergency Medicine (ACEM) non-specialist Emergency Medicine Certificate or equivalent).
- A local clinical emergency response protocol in place to facilitate escalation of care and patient transfer when required.

General and Acute Medicine

(a) Scope of Service:

NIHRACS must provide a General Medicine Service whereby management and appropriate referral is specified by a Medical or Nurse Practitioner. NIHRACS must also provide a limited outpatient service.

(b) Specific Requirements:

As part of the provision of a General Medicine Service, NIHRACS must maintain:

- Formal networks including access to specialist support and advice (may include telehealth).
- A formal relationship with the ambulance service provider to facilitate escalation of care and patient transfer when required.
- Admission to community health services with referral pathways.
- Access to a Medical or Nurse Practitioner available 24 hours a day.

Geriatric

(a) Scope of Service:

NIHRACS must provide primarily supportive Geriatric service where personal and nursing care is available as necessary.

(b) Service Requirements:

As part of the provision of a Geriatric service, NIHRACS must provide:

- Referral and management by GP.
- Access to inpatient beds.
- Access to community health services and community aged care services (e.g. Commonwealth Home Support Program and Commonwealth Home Care Packages) as required.
- Access to mental health service for older people.
- Access to health education programs such as falls prevention.

Palliative Care

(a) Scope of Service:

NIHRACS must provide generalist palliative care service provided via a community health, primary care, private and/or non-government organisation (NGO). This may include patient support at home (may be via telephone).

(b) Service Requirements:

As part of the Palliative Care service, NIHRACS must provide:

- Palliative Care Approach Training
- Access to palliative care team, for advice and support (may be via outreach or telehealth).
- Access to community health services.
- Access to pain management service.
- Access to bereavement service.
- Access to pastoral care.
- Access to inpatient beds.
- NIHRACS may also have access to allied health services commensurate with casemix and clinical load.

Oral Health

(a) Scope of Service:

NIHRACS must provide a general dental practice. Care is to be provided by Dentist, Dental Hygienist or Dental Specialist.

NIHRACS must provide facilities for emergency oral health care for inpatients only. Care is to be provided by dentists, dental hygienists or dental specialists.

Mobile or fixed site (standalone or part of another facility) can be utilised in conjunction with the services provided by dental therapists, dental hygienists, dental prosthetists or dentists

(b) Service Requirements:

As part of the Oral health service, NIHRACS must provide:

- A general dental practice.
- An emergency and general oral health care for outpatients.
- Annual dental health checks to children at the Norfolk Island School.

Blood and Blood Products

(a) Scope of Service:

NIHRACS must maintain an adequate supply of blood and blood products.

(b) Service Requirements:

As part of the service, NIHRACS must:

- Manage blood supply in line with the relevant legislation, Blood Framework and National Blood Arrangements as in place from time to time.
- Notify the Department if there is expected to be a substantial variation to the standard blood supplies.

The Commonwealth will fund the provision of blood and blood products through the Commonwealth/State (Commonwealth/Department of Infrastructure, [Transport](#), Regional Development, [Communications, Sport and the Arts and Cities](#)) funding arrangements.

Neonatal

(a) Scope of Service:

NIHRACS must provide antenatal and postnatal care of mothers and babies delivered elsewhere with no complications. Emphasis on education on parenting, bonding, and breastfeeding must be provided.

(b) Specific Requirements:

As part of a Neonatal service, NIHRACS must:

- Provide a clinician competent with Basic Life Support for neonates.
- Access to Midwives, and/or mothercraft nurses and GP care.
- Continuing nursing educational programs available specific to the needs of the service.

Paediatric Medicine

(a) Scope of Service:

NIHRACS must provide primary and emergency care; and stabilisation for children prior to transfer to appropriate higher level of service.

(b) Specific Requirements:

As part of the provision of a Paediatric Medicine service, NIHRACS must provide:

- Capacity to isolate patient in a safe bed.
- Formal network and relationship with higher level service, including 24-hour access to specialist support and advice (may include telehealth).
- Consultation, escalation and patient transfer is organised with networked paediatric service and documented processes ~~with Newborn and paediatric Emergency Transport Service (NETS).~~
- Appropriate equipment for children (including resuscitation) available on site.
- Access to allied health services commensurate with casemix and clinical load.
- Paediatrician consultation available (may be via telehealth).

Emergency care for children

(a) Scope of Service:

NIHRACS must provide primary and emergency care; and stabilisation for children prior to transfer to appropriate higher level of service.

(b) Specific Requirements:

As part of the provision of a Paediatric service, NIHRACS must provide:

- Capacity to isolate patient in a safe bed.
- Connection with a formal network and relationship with a higher level service, including 24-hour access to specialist support and advice (may include telehealth).
- Consultation, escalation and patient transfer is organised with networked paediatric service and documented processes ~~with Newborn and Paediatric Emergency Transport Service (NETS).~~
- Appropriate equipment for children (including resuscitation) available on site.
- Access to allied health services commensurate with case-mix and clinical load.
- Paediatrician consultation available (may be via telehealth).

Child and Family Health

(a) Scope of Service:

NIHRACS must provide Family and Child Health services where Early Childhood Services and school health screening programs are conducted by appropriately qualified nurses.

A home visiting capacity, access to GPs and other secondary screening and referral services for management of children with identified needs.

(b) Specific Requirements:

As part of the provision of a Family and Child Health Service, NIHRACS must provide access to:

- A range of assessment treatment information.
- Education and prevention programs, e.g. immunisation clinics, for target population.
- Regular follow up of non-attenders/at risk clients.
- Limited child and family counselling, speech pathology, and secondary screening services.
- Liaison with range of professional disciplines including hospital mothercraft and midwifery nurses.
- Continuing nursing educational programs available.

Youth Health

(a) Scope of Service:

NIHRACS must provide a limited range of community and hospital services provided by non-specialist staff. Access to specialist adolescent health services for referral and consultation must be provided when appropriate.

(b) Specific Requirements:

As part of the provision of an Adolescent Health Service, NIHRACS must provide:

- Access to specialist youth health services for referral and consultation.
- Generalist multidisciplinary staff available business hours.

Adult Mental Health (Inpatient Care)

(a) Scope of Service:

NIHRACS must provide general hospital inpatient services without designated or gazetted mental health beds or staff, at the appropriate level, providing mental health care for voluntary patients admitted under management of GP or other Medical Officer, including stabilisation of acute illness prior to moving to higher level of mental health service where necessary.

(b) Specific Requirements:

As part of the provision of an Adult Mental Health – Inpatient service, NIHRACS must provide:

- Linkages to consultation liaison from experienced mental health staff (may be by teleconferencing).
- Reporting and quality assurance activities as required by general medicine for

inpatient services.

Adult Mental Health (Community Care)

(a) Scope of Service:

NIHRACS must provide Adult Mental Health (Community Care) services by providing an outreach mental health service. This can be provided by visiting mental health staff in conjunction with general community health staff and GPs.

(b) Specific Requirements:

As part of the provision of an Adult Mental Health – Community service, NIHRACS must provide:

- An allied health counselling service that is accessible by the community.
- Assessment/treatment for common conditions including formal arrangements for Pathology and Pharmacy services and appropriate Diagnostic Imaging service.
- Services provided by general community health staff in conjunction with GPs and visiting mental health staff.
- Emergency services from local health service premises.
- Access to community support services; and Formal relationship with the St John's Ambulance and local Police to facilitate escalation of care and patient transfer when required.

Child/Adolescent Mental Health (Inpatient Care)

(a) Scope of Service:

NIHRACS must provide general inpatient services without designated Paediatric or gazetted mental health beds or staff, at the relevant general medicine level, providing mental health care for voluntary patients admitted under management of GP or other Medical Officer, including stabilisation of acute illness prior to moving to higher level of mental health service where necessary.

(b) Specific Requirements:

As part of the provision of a Child/Adolescent Mental Health – Inpatient service, NIHRACS must provide:

- Linkages to consultation liaison from experienced mental health staff (may be by teleconferencing).
- Reporting and quality assurance activities as required by general medicine for inpatient services.

Older Adult Mental Health (Inpatient Care)

(a) Scope of Service:

NIHRACS must provide general inpatient services without designated or gazetted psychogeriatric beds or staff, at the relevant general medicine level or above, providing mental health care for older voluntary patients admitted under management of GP or other Medical Officer including stabilisation of acute illness prior to moving to higher level of

mental health service where necessary.

(b) Specific Requirements:

As part of the provision of an Older Adult Mental Health service, NIHRACS must provide:

- Linkages to consultation-liaison from experienced mental health staff (may be by teleconferencing) and may have formal links with ~~Aged Care Assessment Teams (ACAT)~~ Single Assessment System, other Ageing and Disability Services.
- Access facilitated to home support programs (e.g. Home and Community Care Services, Meals on Wheels).
- Reporting and quality assurance activities as required by general medicine for inpatient services.

Drug and Alcohol Services

(a) Scope of Service:

NIHRACS must provide a limited range of drug and alcohol services provided in a general health service setting by a GP or non-specialist staff in consultation with specialist drug and alcohol services or GP.

(b) Specific Requirements:

As part of the provision of a Drug and Alcohol Service, NIHRACS must provide:

- Access to specialist medical and other back-up by means of referral.
- Un-medicated detoxification.

Community Health – general

(a) Scope of Service:

NIHRACS must provide a limited range of community services provided by non-specialist staff.

(c) Service Requirements:

As part of a Community Health service, NIHRACS must provide:

- Generalist community nursing service provided by a community health nurse.
- Administration of the Norfolk Island Patient Travel and Accommodation Assistance Scheme so patients can access specialist health care on the mainland.

NIHRACS should also consider the following:

- Provision of complex wound management, continence management opportunistic immunisation, domestic violence screening and/or chronic care;
- Provision of outreach services including home visits according to community needs;
- Provision of regular clinics;
- Provision of mammography services;
- Provision of programs to raise awareness and provide information and/or referral/liaison to available primary, community services (e.g. continence programs), according to community needs;
- Provision of access to counselling services; and

- Provision of advice, support and appropriate referral to self-management strategies including health education.

Community Nursing

(a) Scope of Service:

NIHRACS must provide a coordinated and direct care service and development of care plans in close liaison with GP and other community support services. Associations must be available with community based and inpatient services.

Sexual Health Services

(a) Scope of Service:

NIHRACS must provide emergency services to conduct assessment, treatment and appropriate referral by a nurse or Medical Practitioner with limited training in STDs/HIV.

(b) Service Requirements:

As part of the sexual health service, NIHRACS must provide:

- Access to identified sexual health services.
- Pathology.
- Provide health information through pamphlets and other media.

Sexual Assault Services

(a) Scope of Service:

NIHRACS must be able to provide treatment or support prior to the referral to designated sexual assault services. NIHRACS must also provide assistance with transportation to a referral centre and direct connections with Sexual Assault Services and procedures in place for the referral developed in consultation with the appropriate service.

(b) Service Requirements:

As part of a Sexual Assault Service, NIHRACS must provide:

- Employees training in relation to the recognition and notification of sexual assault.
- Distribution of copies for awareness in recognising and notifying child abuse, neglect and the procedures for frontline health professionals and a policy for protecting children and young people from physical, sexual, emotional abuse and neglect.
- Formal linkage with local Police.
- Provide clinical and psychological support for victims if required

Residential aged care – permanent and respite

(a) Scope of Service

NIHRACS must provide residential aged care services on a permanent and respite basis.

(b) Service Requirements

Residential aged care provides a range of care options and accommodation for older people who are unable to continue living independently in their own homes. The type of care provided ranges from personal care to assist with activities of daily living through to nursing care on a 24-hour basis.

Residential care is provided on a permanent or respite basis. Residential respite provides short-term care on a planned or emergency basis in aged care homes to people who have been assessed and approved to receive it.

Residential respite provides short-term care in aged care homes.

The primary purpose of residential respite is to give a carer or care recipient a break from their usual care arrangements. Residential respite may be used on a planned or emergency basis.

After Death Care and support

NIHRACS must provide a continuum of care that extends to after the death of a person, either within the NIHRACS facility or through the morgue. This includes:

- i. coordinating care for a body;
- ii. communicating and engaging with family members and other significant people with dignity and respect;
- iii. ensuring that cultural and/or religious aspects are respected; and
- iv. ensuring official notifications and reports are completed in accordance with defined processes.

General delivery requirements

In delivering the services described above (**Services**), NIHRACS should have regard to the following general requirements.

Health and Safety 1.3.1.1

The Commonwealth will ensure that Commonwealth owned facilities meet work health and safety requirements.

The Parties acknowledge that they may share work health and safety duties with respect to the Services. The Parties acknowledge that where an overlap in duties exists, each Party retains responsibility for its duties in relation to the matter and will discharge its duties to the extent to which they have the capacity to influence and control the matter. Where either Party identifies a WHS issue that is believed to be a shared responsibility, it must advise the other Party of the matter as soon as practicable.

1.3.1.2 General requirements

NIHRACS will develop, adopt and implement policies and procedures that are in alignment with the requirements of the *Work health and Safety Act 2011 (Cth)* (**the WHS Act**) and supporting regulations and codes of practice.

NIHRACS will implement a quality assurance program to ensure systems, policies, procedures and measures are effective.

NIHRACS will ensure an independent audit of its WHS management systems is performed every 12 months, with results of the audit shared with the Department.

1.3.1.3 Legislative compliance

The Parties must comply with and ensure that their employees, subcontractors and agents comply with any Acts, regulations, local laws and by-laws, Codes of Practice, Australian Standards and appropriate risk management policies as they are applicable to the Agreement or the performance of Services under the Agreement.

1.3.1.4 Incident notifications

NIHRACS must advise the Department of all notifiable WHS incidents under Part 3 of the WHS Act which occurred as a result of any undertaking listed in this Agreement or Services under the Agreement as soon as practicable following the incident.

NIHRACS must and within one working day of any such incident provide a report to the Department giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future.

Clinical Records

NIHRACS must take all reasonable steps to ensure that clinical record keeping for all health service. Patients and aged care residents and clients under the Specified Personnel's care are undertaken and completed in a timely manner and in accordance with the requirements below. Records for these patient types must be maintained separately from the General Practice.

Completion of all clinical records by employed personnel must comply with contemporary medical documentation standards, including the National Inpatient Medication Chart.

Additionally:

- Diagnostics must be signed off within the medical records.
- Discharge summaries are to be completed for all overnight admissions and completed within 48 hours of discharge.

Clinical records of health service Patients and Aged Care Residents are the property of NIHRACS.

NIHRACS must comply with relevant State or Territory legislation and policy regarding retention and disposal of patient records.

NIHRACS must ensure that its personnel comply with all requirements of privacy legislation in the maintenance and security of all clinical records.

Reporting requirements

NIHRACS is required to report to the Department and relevant working groups on clinical activity, financial and other elements. These requirements are specified in Schedule 2 of this Agreement.

Disaster Management

NIHRACS will support the Norfolk Island Regional Council in its role of coordinating planning, response and recovery phases of a disaster, emergency or major incident. This will include responding to public health incidents (e.g. outbreaks of communicable diseases or the spread of a virus or organism that has significant clinical severity).

NIHRACS must participate in and contribute to disaster and counter disaster planning, implementation, simulated disasters and other training exercises and key performance indicators as reasonably determined from time to time by the Department. NIHRACS will fulfil the roles and responsibilities allocated to Medical Services within the Norfolk Island Disaster and Emergency Plan (NORDISPLAN).

NIHRACS will undertake the role of the Functional Service Coordinator (FSC) – Health as specified in Norfolk Island Disaster and Emergency Plan (NORDISPLAN). FSC's are responsible for the planning, command, control and communications of specific emergency response and recovery operations.

Compliance will include fulfilling the minimum requirements for:

- Maintaining links and participation in the Norfolk Island disaster management initiatives including training and exercises.
- Disaster surge capacity establishment.
- Continuous supply of utilities to the Facility in the context of an internal / external disruption to service.
- Business continuity plans in place.

Training and education

Training and education must be undertaken in all service lines in order to provide current evidence-informed care.

The training and education provided in respect of a particular service line must be consistent with the Role Delineation required for that Service.

Training and education must include:

- nursing and Allied Health professional teaching, training and education in accordance with specialty requirements.
- staff for training and education that reflect the corresponding Role Delineation requirements.
- provision of and access to e-learning for all staff groups (including non-clinical).
- links with partner professions and agencies.

General Practitioners Remote Supervision Pilot

NIHRACS will participate in the General Practitioners Registrar Remote Supervision Pilot developed by the Royal Australian College of General Practitioners (RACGP) and funded by the Commonwealth Department of Health to deliver general practice training.

The pilot is for a five-month term commencing on 5 September 2022 and expiring on

5 February 2023. To facilitate the Pilot NIHRACS must have in place:

- An employment contract with the General Practice Registrar that does not exceed the Pilot's timeframe and meets the minimum employment terms and conditions as set out in the National Terms and Conditions for the Employment of Registrars
- A Medicare provider number for the General Practice Registrar Accreditation, Supervision, and General Practice Education and Training requirements, in line with relevant RACGP Standards and Guidelines.
- Rostering to ensure the existing full-time equivalent of 3.5 General Practitioners in the General Practice clinic is not exceeded.
- A risk assessment on the impact of the Pilot to NIHRACS' operations.
- An outline of how on-site supervision will be resourced with specific reference to supervision during periods that the General Practice Registrar is on-call.

NIHRACS will provide to the Department:

- Copies of all training accreditation documentation including applications, reports and approvals.
- Copies of the rostering arrangements, risk assessment and on-site supervision outline particularly during the periods that the General Practice Registrar is on-call.
- Financial statements detailing expenditure and revenue for the duration of the Pilot including:
 - Registrar consult billings based on consultation Levels A — D as per Professional Attendances in the Medicare Benefits Schedule.
 - Registrar billings for developing care plans.
 - Training practice and supervision subsidies received by NIHRACS.
 - Payments for expenses for the General Practice Registrar and family including accommodation, utilities, vehicle, phone, return flights.
 - Final profit or loss amount for the Pilot.
- Copies of Registrar Satisfaction Surveys.
- Copies of all reports and evaluations analysing and measuring the outcomes of the Pilot.

Continuous Quality Improvement

NIHRACS is responsible for all costs, including travel, associated with continuing quality improvement programs and activities, including training and education, undertaken by the personnel.

NIHRACS must ensure that its personnel participate in programs and activities appropriate to the personnel's speciality as are reasonably necessary to assure the quality of the care and services provided.

NIHRACS must ensure that its personnel participate in continuing quality improvement programs and activities, relating to the delivery of the services in this Agreement, as requested by the Department and these programs and activities include:

- Regular attendance and involvement in quality and safety meetings.
- Morbidity and mortality reviews and implementation of review outcomes.
- Assessment of near misses and other information gathered through the

incident reporting system, and implementation of assessment outcomes.

Staff requirements

NIHRACS must ensure that relevant staff:

- comply with all legal and professional requirements.
- with a 'protected title' are registered with their corresponding National Board supported by the Australian Health Practitioner Regulation Agency (AHPRA) in the framework of a Health Profession Agreement.
- are appropriately credentialed and function within their scope of practice.
- that are medical officers are pre-approved to use of the facilities and admitting rights.
- have a valid police check.
- if moving from a mainland state or territory, provide a Working With Children's check or equivalent
- must be able to attend the health service within 15 minutes of being contacted (noting that response times may vary as clinically appropriate).
- must be contactable when required to be on call.
- are practising their profession with appropriate indemnity insurance arrangements. comply with mandatory reporting responsibilities and advise AHPRA or a National Board if they have formed a reasonable belief that a health practitioner has behaved in a way that constitutes notifiable conduct in relation to the practice of their profession.

Staff accommodation

NIHRACS Staff and contractors accommodated in property owned by the Commonwealth will incur rent. The cost of rent will be deducted from the Department's contribution detailed in PART B — NIHRACS BUDGET. Rent will be charged at the following rates:

- Two bedroom house (5 and 6 Quality Row, Kingston, 2899, Norfolk Island) — \$150.00 per week.
- Three bedroom house (7 and 8 Quality Row, Kingston, 2899, Norfolk Island) — \$300.00 per week.

The Department may at any time by giving not less than one month's notice in writing to NIHRACS vary the Rent.

NIHRACS employees and contractors will be required to sign a lease that outlines the Commonwealth and the tenants' rights and obligations.


NIHRACS will be required to provide four weeks' notice of vacancy of a house by an employee or contractor, except in exceptional circumstances.

Standards and Key Performance Indicators (KPIs)

The following section provides a guideline in relation to potential KPIs to be adopted by NIHRACS. The KPIs will be reviewed biannually for amendment, update or substitution by the


Department, and may be varied by the Department by notice to NIHRACS.

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Requirements for Deliverables

Billing arrangements

NIHRACS will be responsible for all patient, client and sub-contractor billing. The following guidance is provided for NIHRACS in developing its pricing schedule and operational plan:

<i>Patient type</i>	<i>Description</i>	<i>Billing arrangement</i>
General practice patient	Receives general practice services from a general practitioner in the practice rooms.	Private general practice arrangement. Medicare eligible residents to be bulk billed at MBS schedule fee where appropriate.
Emergency – general practice patient	Patient received emergency medical care but did not require admission to the Hospital or transfer to another inpatient facility.	Private general practice arrangement. Medicare eligible residents to be bulk billed at MBS schedule fee.
Emergency – hospital patient	Patient received emergency (medical or nursing) care service and subsequently as a part of the emergency care require admission to the Hospital or transfer to another inpatient facility	Private general practice arrangement. Medicare eligible residents to be bulk billed at MBS schedule fee only up until the admission or transfer.
Hospital patient	Patient is admitted to the hospital and received inpatient care. Upon making the decision to transfer the patient to another facility that person will be classified as a Hospital patient from that point onwards.	No billing of public <u>Public patients billed where eligible under MBS</u> . Private billing for services provided to private or compensable patients.

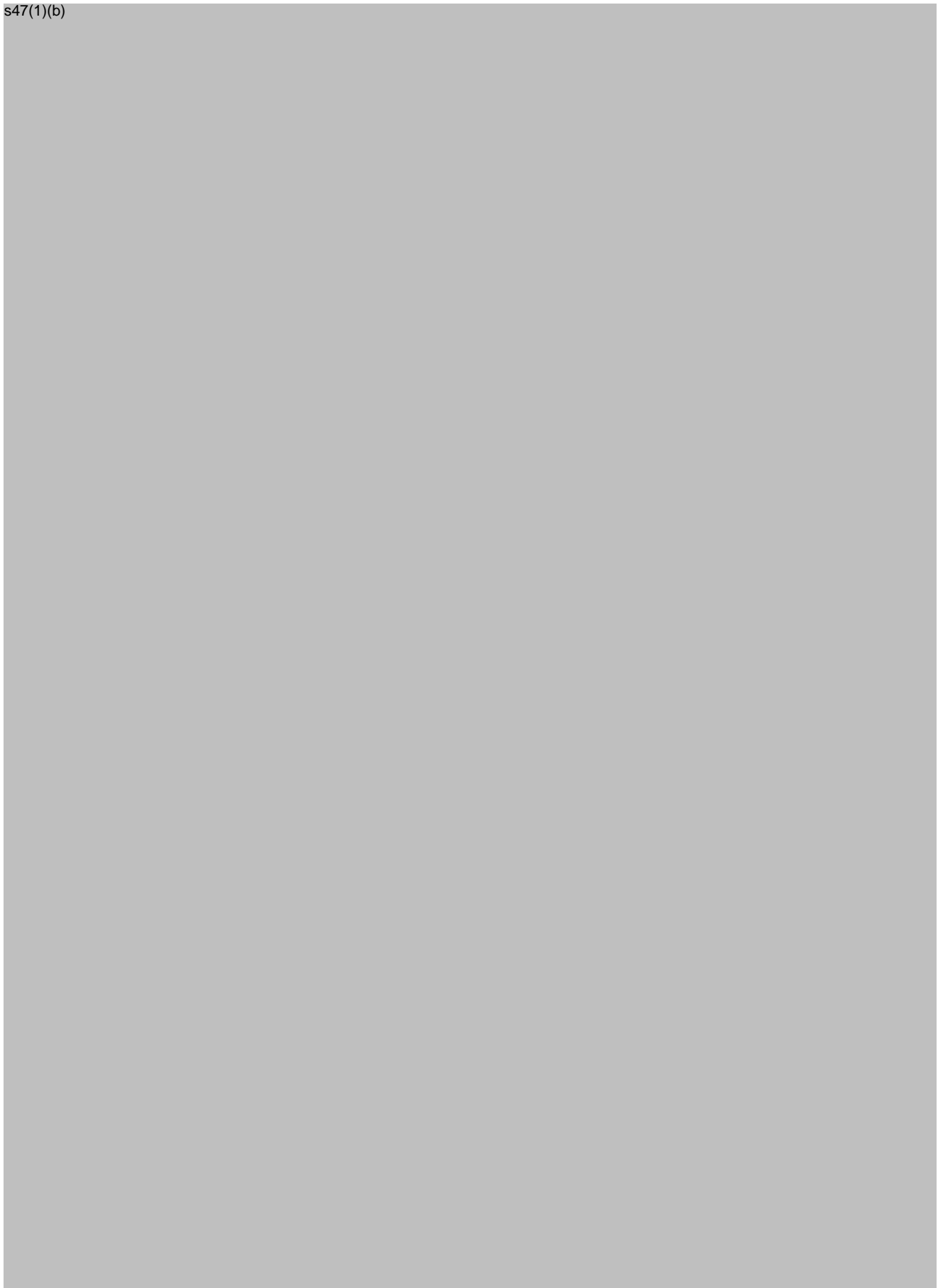
Aged care – general practice patient	Where an aged care resident receives general practice services from a general practitioner in the practice rooms or as a “home visit” in the aged care residents rooms	Private general practice arrangement. Medicare eligible residents to be bulk billed at MBS schedule fee.
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Patient type	Description	Billing arrangement
Dental	at the aged care facility, or their home. Services provider by dental therapists, dental hygienists, dental prosthetists or dentists	Eligible services to be billed to MBS. <u>Children, where eligible No charge for school age will be billed to the Child children-Dental Benefits Schedule (CDBS). All non-eligible children (0-18)</u> and holders of a Commonwealth Health Care Card <u>will be at no cost.</u> All other patients to be charged in accordance with NIHRACS fees.
Other allied health services	Includes non-admitted services provided by allied health and other providers.	Eligible services to be billed to MBS. Schedule of fees to be provided by the NIHRACS.
Pathology services for external	Includes and drug and alcohol testing for external agencies	Schedule of fees to be provided by the NIHRACS.
Community health general	Includes mammography services	Schedule of fees to be provided by the NIHRACS.

Note: Exemptions under Section 19(2) of the *Health Insurance Act 1973* allow exempted eligible sites to claim against the Medicare Benefits Schedule (MBS) for non-admitted, non-referred professional services (including nursing, midwifery, allied and dental services) provided in emergency departments and outpatient clinics. However, NIHRACS must note, where an eligible service is delivered through a private practice (e.g. GP co-located at the MPS site but not employed by NIHRACS), NIHRACS may choose to privately bill patients at its own discretion, which may incur out-of-pocket costs.

PART B – NIHRACS BUDGET

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Schedule 2 - REPORTING REQUIREMENTS

1. General obligations

NIHRACS must:

- 1.1. provide all reports ~~in the areas of performance, activity, finance, facility management and other reporting outlined in this Schedule 2;~~
- 1.2. provide all reports ~~outlined in this Schedule 2 and those~~ required by the Accrediting Body and Department (acting reasonably) and Commonwealth Governments to the authorised representative of the Department of Infrastructure, Transport, Regional Development, Communications, Sport and Cities the Arts (**Authorised Representative**);
- 1.3. provide all reports in the manner and format required by the Department;
- 1.4. provide to the Department such information in relation to the Services that the Department reasonably requires including all information reasonably required to answer ministerial enquiries and parliamentary questions within the given timeframes, using the required format as directed by the Department;
- 1.5. provide all reports in accordance with the timeframes indicated in this Schedule 2, as updated from time to time, including:
 - (a) monthly reports provided within seven Business Days of the end of the period;
 - (b) quarterly reports provided within 14 Business Days of the end of the period;
 - (c) annual reports (other than the Annual Report) provided within 20 Business Days of the end of the period; and
 - (d) if no period is specified, at reasonably periodic intervals as required by the Department.;
- 1.6. ensure all information management and technology systems have the capability to provide all data reasonably required by the Department;
- 1.7. work with the Department in providing data, at least as provided by other similar Multi-Purpose services; and
- 1.8. upon request, grant permission to the Authorised Representative to access all activity data sets held centrally by NIHRACS.

2. Performance Reporting

Clinical and Corporate Governance

NIHRACS must report on the following:

- ~~2.1. A listing of the Department's policies being adhered to by NIHRACS to the extent that they are relevant to the Services and any policies introduced by NIHRACS, reported annually;~~
- ~~2.2.2.1.~~ 2.2.2.1. ~~report~~ by exception, any material deviations in compliance, and remedial action taken, annually against NIHRACS' own business continuity plan and against the current Department business continuity plan as updated from time to time;
- ~~2.3.2.2.~~ 2.3.2.2. ~~compliance with and revision of NIHRACS' service delivery plan, reported annually;~~
- ~~2.4.2.3.~~ 2.4.2.3. ~~the number of clinical staff performance reviews completed, reported annually;~~
- ~~2.5.2.4.~~ 2.5.2.4. ~~evidence (as required by the Department) of current licensing as~~

required by industry regulators and report on any key recommendations or areas for improvement (including in respect of any Adverse Licence Conditions).

3. Safety and Quality

NIHRACS must:

- 3.1. following identification and incident classification, report all actual incidents, both clinical and corporate to the Authorised Representative, within 24 hours of NIHRACS becoming aware of the incident;
- 3.2. within the annual report, provide a summary of NIHRACS continuous quality improvement process including any changes implemented;
- 3.3. report annually on compliance with all aspects of the Safety, Quality and Risk Management Plan including explanation of deviations from the plan; and
- 3.4. report by exception any materials in compliance, and remedial action taken, annually on all aspects of the Safety, Quality and Risk Management Plan.

4. Risk Management

NIHRACS must:

- 4.1. provide verbal reports to the Authorised Representative for high and extreme levels of clinical, corporate and occupational health and safety risks (as identified in accordance with the Safety, Quality and Risk Management Plan) on the day the risk is identified, or the day the NIHRACS becomes aware the risk has been identified, with a written report following at a reasonable timeframe (but in any event not later than the date for provision of the next Monthly Performance Report in accordance with this document); and
- 4.2. provide the formal risk register to Authorised Representative every six months; and

5. Key Performance Indicators and Targets

NIHRACS must:

- 5.1. provide the Department with a copy of any report relating to the Accreditation Requirements of the Facility received from the Accrediting Body or ACSQHC within 14 days of receipt of the report;
- ~~5.2. provide the Department with a copy of Patient satisfaction surveys in relation to the Services and report on the results and outcomes of the surveys annually;~~
- ~~5.3.5.2.~~ report on all KPIs within the required timeframe as set out in the KPI Table found at 1.4 in Part A Schedule 1;
- ~~5.4.5.3.~~ provide any other reports or information reasonably required by the Department, Commonwealth, including but not limited to any future changes in clinical indicator reporting requirements; and
- ~~5.5.5.4.~~ in relation to the Performance KPIs, generate reports (in a form approved by the Department) for review at relevant hospital safety and quality or clinical governance committees.

~~6. Activity Reporting~~

~~7.0. General~~

~~NIHRACS must submit reports on health service activity for Admitted, emergency-~~

and Non-Admitted episodes involving all Patients as required by the Department, Commonwealth Governments. These reporting requirements may change from time to time at the discretion of the Department.

9.0. Quarterly reports

NIHRACS must submit to the Department each Operating Quarter during the Operating Term, within seven days of the end of the Operating Quarter (unless otherwise stated):

- (-) the 'Quarterly Activity Report' (in the form required by the Department) setting out the volume of the Services undertaken for the immediately preceding Operating Quarter, and which must contain full details of (among other things):
 - the Services provided by Service Category during the Operating Quarter to which the report relates, reconciled with the information contained in the individual Patient records;
 - the Services provided by Service Category from the commencement of that Operating Year to the end of the Operating Quarter to which the report relates;
 - the volume of Services provided from the commencement of that Operating Year to the end of the Operating Quarter to which the report relates;
 - the number of Bed Days used by NIHRACS, provided by Service Category, for the preceding Operating Quarter;
 - compensable Patient activity volumes for the relevant Operating Quarter;
 - instances of Patient transfers, including such information as the Department may reasonably require from time to time; and

any other information that the Department reasonably considers appropriate.

19. Performance audit report

If requested by the Commonwealth, NIHRACS must comply with the terms of the audit request.

22. Patient referral and transport report

23.0. NIHRACS must submit reports on all referrals and/or subsequent transfers for Admitted, Non-Admitted and Emergency patients of the health service as required by the Commonwealth.

24.0. For each patient requiring a referral or transport to another service for specialist outpatient clinics or inter-hospital transfer to a mainland facility, a record of the following should be kept by the referring service:

- (-) Admission number
- (-) Medical record number
- (-) Medicare number
- (-) Admission status
- (-) First and last name
- (-) Date of birth
- (-) Date and time of Admission at referring hospital site
- (-) Date and time of Discharge from referring hospital site

- ~~(-) Referring Hospital Site Name~~
 - ~~(-) Referring Medical Practitioner name~~
 - ~~(-) Referring Medical Practitioner provider number~~
 - ~~(-) Service(s) you are referring the patient to~~
 - ~~(-) Reason for referral~~
 - ~~(-) Date and time of referral~~
 - ~~(-) Accepting hospital name~~
 - ~~(-) Accepting hospital address~~
 - ~~(-) Name of medical escort if any~~
 - ~~(-) Type of transfer: commercial or charter~~
 - ~~(-) Flight number~~
 - ~~(-) Estimated time of arrival at destination~~
- ~~NIHRACS may provide additional patient level data as requested.~~

Financial Reporting

48.0. Finance Report

- ~~(-) NIHRACS must provide a monthly Finance Report including a summary of the financial performance for the preceding month and the financial performance year to date as at the end of the preceding month.~~

6. Reporting

NIHRACS must:

- 6.1. develop detailed reports for the Commonwealth and governance working groups that include, but are not limited to: financial performance against the agreed budget; clinical and corporate governance; and, strategy and project performance against NIHRACS's strategic priorities as defined in the NIHRACS strategic and business plan with the following minimum reporting:
- (a) NIHRACS Finance and Performance Report (monthly) including a financial overview and functional summary
 - (b) NIHRACS Clinical and Corporate Governance Report (monthly) including:
 - NSQHS and other relevant standard conformance / accreditation
 - Continuous improvement activity
 - Document Management / Governance
 - Compliments / Complaints
 - Incidents and Audits
 - Risk and Resilience
 - Committees
 - Workforce, credentialing and education
 - (c) NIHRACS Activity Report (quarterly) including:
 - Activity data for Community, Ambulatory and Clinical Support Service and Emergency, Inpatient and Resident Care Service Activity streams which may include but not be limited to:
 - patient appointments / episodes of care (General Practice,

- Specialist Services, Allied Health Services)
 - emergency department presentations
 - inpatient occasions of service / bed days
 - resident (permanent / respite) numbers / bed days
 - Medevacs and NIPTAAS
 - Key clinical / service KPIs e.g. Triage within required time frames
- (d) Strategy and Project Performance Report (quarterly) including:
- Strategic, Integrated and Business Plan progress update
 - Project Updates (where relevant)

49.1.6.2. Financial Statements

- (a) No later than four months after the end of each Financial Year, NIHRACS must provide the Authorised Representative:
- unconsolidated audited financial statements for the previous Financial Year for NIHRACS;
 - the audited financial statements for the previous Financial Year of any consolidated entity of which NIHRACS forms part;
 - upon request by the Department, copies of all documents, reports, plans, materials, certificates, notices (including any updated financial models or reports) which the NIHRACS provides to any Debt Financier.
 - Each of the documents to be provided to the Department must be accompanied by a certificate signed by the NIHRACS Manager certifying that the information provided is accurate, complete and correct in all respects.
- (b) NIHRACS must prepare (or procure the preparation of) the accounts and financial statements in compliance with law and, without limitation, in accordance with the accounting principles generally accepted in Australia and consistently applied.
- (c) Financial statements for the Operating Year must be audited.

49.2.6.3. Financial Audits

NIHRACS must provide to the Department, within 120 days of the end of each Operating Year during the Operating Term, an audit report, prepared by an independent and reputable auditor, who is a member of the Certified Practising Accountants of Australia or Institute of Chartered Accountants or National Institute of Accountants, and who has audited the financial statements for that Operating Year for the annual report.

49.3.6.4. Other Reporting

Annual Report

- (a) NIHRACS must provide to the Department an annual report on the operations of the service establishing compliance with the requirements to be agreed (the Annual Report). The Annual Report must be published within two months of receipt of the audited financial statements.
- (b) The Annual Report must cover the requirements set out in this Section, giving emphasis to the range, quality, responsiveness and appropriateness of Services delivered.
- (c) The Annual Report must report in reasonable detail as required by the Department on (among other things) the following topics:

- role and structure of the facility;
- reporting structure to the Department;
- role delineation of services;
- IM&T Systems;
- interactions and relationships with other health and aged care service providers;
- workforce (including Key Personnel and staff turnover);
- teaching and training Services;
- patient and Consumer satisfaction and complaints;
- stakeholder engagement and communication report;
- disability access and inclusion;
- performance and quality indicators and targets (including performance against KPIs);
- summary of activity and utilisation;
- audited financial statements and audit reports for the Operating year.

49.4.6.5. General Undertakings

- (a) NIHRACS must provide the Department (within five Business Days of its receipt or sending) a copy of any notice, report, order or communication sent by or received by NIHRACS to or from or with any Authority or other person in relation to the Facility or the Services which is material to the performance of NIHRACS' obligations in respect of this agreement.
- (b) When the communication is oral, NIHRACS must pass on the substance of the communication in writing.

Schedule 3 – ARPANSA SOURCE LICENCE



Australian Government
**Australian Radiation Protection
 and Nuclear Safety Agency**



S0324

Source Licence

Under section 33 of the *Australian Radiation Protection and Nuclear Safety Act 1998*, (the Act) I, James Scott, Delegate of the CEO of ARPANSA, issue a source licence to

Department of Infrastructure, Transport, Cities and Regional Development

authorising the persons identified below to deal with the controlled apparatus described in Schedule 1 and held by Norfolk Island Health and Residential Aged Care Service (NIHRACS) subject to the following:

1. Conditions in section 35 of the Act
2. Conditions in Part 5 Division 6 of the Australian Radiation Protection and Nuclear Safety Regulations 2018 (the Regulations)
3. Practices and procedures to be followed in Part 6 of the Regulations
4. Conditions in Schedule 2 of this licence

Persons covered by this licence are the licence holder, employees of the licence holder, Commonwealth contractors, employees of Commonwealth contractors, and Permitted Persons

ISSUED at Sydney this 24th day of June, 2019

James Scott
 Delegate of the CEO of ARPANSA

This licence continues in force until cancelled or surrendered

Schedule 1

Controlled Apparatus and Controlled Material

Group ¹ & Item No	Kind of controlled apparatus
G1-9	Mammographic x-ray unit
G1-10	Conventional dental x-ray unit
G1-15	Mobile or portable medical x-ray unit
G2-10	Fixed medical x-ray unit, including a unit used for fluoroscopy, tomography and chiropractic radiography
G2-15	Controlled apparatus that produces ionising radiation not mentioned in another item of this table or in the definition of Group 1 or Group 3, dealings with which have the potential for accidental exposure likely to exceed a dose limit in sections 77 and 79 of the Regulations but unlikely to result in acute effects
	(f) Orthopantomogram (OPG) (dental panoramic x-ray unit)

¹ Group and Item as set out in section 4 of the Regulations

Schedule 2

Licence Conditions

1. The licence holder must maintain effective control of all sources authorised by this licence; this includes maintaining an accurate inventory in a form acceptable to the CEO of ARPANSA.
2. The licence holder must provide to the CEO of ARPANSA, within twenty-eight (28) days of the end of each quarter, information about compliance with the Act, the Regulations and licence conditions for the previous quarter year.
3. The licence holder must comply with relevant parts of the codes and standards applicable to the sources described in Schedule 1 of this licence. Applicable codes and standards can be found on the ARPANSA website at:

www.arpansa.gov.au/regulation-and-licensing/licensing/information-for-licence-holders/licence-conditions/applicable-codes-and-standards
4. The licence holder must, at least once every three (3) years, conduct a self-assessment against each applicable code and standard to ensure compliance.
5. The licence holder must ensure that any person who deals with sources authorised by this licence, including repair or maintenance of the sources, has received appropriate training in radiation safety and training with respect to their use or operation.

Testing of Medical/Dental X-ray apparatus

6. The licence holder must ensure that x-ray apparatus used for medical or dental purposes meets the periodic compliance testing requirements of a State or Territory in Australia.

NIHRACS Financial Performance Report

NIHRACS is to provide the Department with monthly reporting on its financial performance against agreed budget. The monthly report is to be provided within 7 business days of the end of the period. The Department received the June 2025 report in August 2025.

s47B(d)

Suggested discussion points

- Thank you for providing the monthly financial performance report. It is a comprehensive report and covered the information needed.
- Is there anything particular in the report that you would like to highlight or discuss?
- If you think there are ways to simplify the report to ensure it can be maintained each month and on time, please feel free to amend its format.
 - For example, if revenue and expenditure (budget, actuals and variance – monthly and YTD) data can be more easily presented in a simple table format followed with supporting key points, that would be acceptable from our perspective.
- Don't hesitate to contact us if you believe the monthly report will be delayed.
- As a friendly reminder, the end of financial year statements is due no later than four months after the end of the financial year (October 2025).

OFFICIAL

DEED OF VARIATION

DEED OF VARIATION OF THE AGREEMENT FOR THE DELIVERY OF
HEALTH, AGED CARE AND MEDICAL SERVICES ON NORFOLK ISLAND

COMMONWEALTH OF AUSTRALIA as represented by the **DEPARTMENT
OF INFRASTRUCTURE, TRANSPORT, REGIONAL DEVELOPMENT,
COMMUNICATIONS, SPORT AND THE ARTS**, ABN 86 267 354 017
(Commonwealth)

The **NORFOLK ISLAND HEALTH AND RESIDENTIAL AGED CARE
SERVICE**, ABN 19 273 190 722 (NIHRACS)

Variation number: 13

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Released under the Freedom of Information Act 1982 by the Department of
Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

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Date

This Deed of Variation is made on the 17th day of December 2025.

Parties

This Deed is made between and binds the following parties:

1. The **COMMONWEALTH OF AUSTRALIA** as represented by the **DEPARTMENT OF INFRASTRUCTURE, TRANSPORT, REGIONAL DEVELOPMENT, COMMUNICATIONS, SPORT AND THE ARTS**, ABN 86 267 354 017, of 111 Alinga Street, Canberra, ACT 2601 (**Commonwealth**)
2. **NORFOLK ISLAND HEALTH AND RESIDENTIAL AGED CARE SERVICE**, ABN 19 273 190 722, of 2 Grassy Road, Norfolk Island 2899 (**NIHRACS**)

Context

This Deed is made in the following context:

- A. The parties entered into the Agreement.
- B. The parties have previously varied the Agreement:
 - (a) on or around 20 March 2020;
 - (b) on or around 22 April 2020;
 - (c) on or around 28 September 2020;
 - (d) on or around 19 February 2021;
 - (e) on or around 30 June 2021;
 - (f) on or around 29 March 2022;
 - (g) on or around 30 September 2022;
 - (h) on or around 23 December 2022;
 - (i) on or around 26 September 2023;
 - (j) on or around 25 March 2024;
 - (k) on or around 27 June 2024; and
 - (l) on or around 27 June 2025

(Former Variations).
- C. The parties have agreed to further vary the Agreement on the terms and conditions contained in this Deed.

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Operative provisions

In consideration of the mutual promises contained in this Deed, the parties to this Deed agree as follows:

1. Definitions and Interpretation**1.1 Definitions**

1.1.1. In this Deed, unless the contrary intention indicates otherwise:

Agreement means the Agreement executed by the parties and dated 9 April 2019 in relation to the delivery of health, aged care and medical services on Norfolk Island, as varied by the Former Variations.

Deed means this Deed and includes all schedules and attachments (if any) to this Deed.

Effective Date means midnight on 30 June 2025.

2. Commencement

2.1.1. The terms of this Deed apply on and from the Effective Date.

3. Variation of the Agreement

3.1.1. The parties agree that on and from the Effective Date, the Agreement is varied as shown in Attachment A by:

- a. inserting all text that is underlined; and
- b. deleting all text that is struck through.

4. Costs

4.1.1. Subject to clause 4.1.2, each party will bear its own costs and expenses (including legal costs) arising out of and incidental to the negotiation, preparation, execution and delivery of this Deed.

4.1.2. Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) that are payable in connection with this Deed must be paid by NIHRACS.

5. Entire agreement and variation

5.1.1. The parties confirm all the other provisions of the Agreement and, subject only to the variations contained in this Deed, the Agreement shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Deed were supplemental to the Agreement.

5.1.2. This Deed and the Agreement, when read together, contain the entire agreement of the parties with respect to the parties' rights and obligations under the Agreement and supersede all prior understandings and representations between the parties with respect to the parties' rights and obligations under the Agreement.

5.1.3. Each party will take such steps, execute all such documents and do all such acts and things as may be reasonably required by any other party to give effect to any of the transactions contemplated by this Deed.

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EXECUTED as a Deed.

SIGNED SEALED AND DELIVERED for and on)
behalf of the COMMONWEALTH OF)
AUSTRALIA, as represented by the)
DEPARTMENT OF INFRASTRUCTURE,)
TRANSPORT, REGIONAL DEVELOPMENT,)
COMMUNICATIONS, SPORT AND THE ARTS)
ABN 86 267 354 017 by its duly authorised)
officer:)

.....
(print full name of signatory)

.....
(Signature of signatory)

.....
(print title of signatory)

in the presence of:

.....
(Signature of witness)

.....
(Print full name of witness)

EXECUTED AS A DEED on behalf of NORFOLK)
ISLAND HEALTH AND RESIDENTIAL AGED)
CARE SERVICE ABN 19 273 190 722 by its duly)
authorised officer:)

Jodie McCoy
.....
(print full name of signatory)

s47F
.....
(Signature)

Acting NHRACS Manager
.....
(print title of signatory)

in the presence of:

s47F
.....

(Signature)

s47F
.....

(Print full name of witness)

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5.1.4. The provisions of this Deed will not be varied either in law or in equity except by agreement in writing signed by the parties.

6. Applicable law

6.1.1. This Deed is governed by and must be construed in accordance with the laws applicable in the Australian Capital Territory.

6.1.2. Each party submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

7. Counterparts

7.1.1. This Deed may be signed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document. Execution of the Deed will be complete when each party holds a copy of this Deed signed by the other party.

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ATTACHMENT A – VARIATIONS TO AGREEMENT

THIS AGREEMENT is made on the 9 day of April 2019 BETWEEN

COMMONWEALTH OF AUSTRALIA ("the Commonwealth") AND

THE NORFOLK ISLAND HEALTH AND RESIDENTIAL AGED CARE SERVICE
(NIHRACS)

RECITALS:

NIHRACS will provide an integrated service model, in line with the multi-purpose service approach for the delivery of health and residential aged care services.

DEFINITIONS:

Accredited Medical Practitioner means a doctor practising medicine who is registered with the Medical Board of Australia. Relevant registration categories include specialist, general, provisional, and limited registration.

Annual Works Plan means the plan that outlines the scheduled maintenance, replacement, refurbishment or purchase of Medical Equipment, Non-Medical FF&E and hospital engineering services.

ARPANSA Source Licence means the source licence dated 24 June 2019 at Schedule 3 to this Agreement issued to the Department by the Australian Radiation Protection and Nuclear Safety Agency under section 33 of the Australian Radiation Protection and Nuclear Safety Act 1998 and as updated from time to time.

Authorised Representative means the authorised representative of the Department.

Commonwealth means the Commonwealth of Australia as represented by the Department.

Commonwealth Home Support Programme means a consolidated programme providing entry-level home support for older people that promotes independent living.

Department means Australian Government Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts.

Extension Date means the earlier of:

- (a) 30 June 2026; and
- (b) the date on which a new agreement between the parties comes into force.

Medicare Benefits Schedule (MBS) lists a wide range of consultations, procedures

and other services that are subsidised by the Australian Government under Medicare.

Medicare Ineligible Person refers to patients that: do not hold a valid Medicare card; are from a country who does not have a Reciprocal Health Care Agreement with Australia; do not a refugee or asylum seeker status.

Multi-Purpose Services (MPS) refers to a model of service provision. It is a joint Commonwealth and State or Territory initiative that seeks to improve the provision of community, aged and health care services in rural and remote areas.

National Board means the relevant board by which a health professional that is part of the National Registration and Accreditation Scheme is represented by.

NIHRACS Manager means the Manager of the NIHRACS appointed under the *Norfolk Island Health and Residential Aged Care Service Act 1985* (NI).

Pharmaceutical Benefits Scheme (PBS) means a program of the Australian Government that provides subsidised prescription drugs to residents of Australia, as well as certain foreign visitors covered by a Reciprocal Health Care Agreement.

Picture Archiving and Communication System (PACS) means a technology for the short- and long-term storage, retrieval, management, distribution and presentation of medical images.

Protected Title means professional titles in the National Law that must be registered with the corresponding National Board.

Tripartite Multi-Purpose Service Agreement means the Multi-Purpose Service Agreement made under the *Aged Care Act 1997* (Cth) as varied 30 June 2022 at Schedule 4 to this Agreement.

Radiology Information System (RIS) means a system used to schedule patient appointments and record a patient's radiology history.

Relevant State or Territory means a State or Territory that has agreed to provide support to NIHRACS for the delivery of health services on Norfolk Island.

Requirements means the services described in the Schedule 1 of this Agreement.

Single Assessment System means a new system designed to streamline the process for determining the aged care needs of individuals seeking to access government-subsidised aged care services.

Specification means the Statement of Requirements described in Schedule 1 of this Agreement.

1. TERM OF THE AGREEMENT

Commencement

- 1.1 This Agreement commences when signed by both Parties and, subject to clause 1.2 and the terms of this Agreement, shall end on the Extension Date unless terminated earlier.
- 1.2 The Commonwealth may, in its absolute discretion, extend the term of this Agreement by up to three periods of one month on giving notice in writing to NIHRACS of the extension.

Revoke

- 1.3 This agreement revokes and replaces all former agreements and understandings between the parties.

Extension

- 1.4 During the term, the Parties may commence discussions for renewal of this Agreement.

Variation

- 1.5 This Agreement may be varied by agreement in writing between the Parties.

2. GOVERNANCE AND DECISION MAKING

- 2.1 Both Parties are jointly responsible for maintaining the currency of this Agreement. As such, the Parties will periodically review and update this Agreement.
- 2.2 In the first year of the Agreement, the Parties agree to meet and review its operation in the first, second and third quarters of the year. In subsequent years the Parties will meet annually for the duration of the Agreement.
- 2.3 The NIHRACS agrees that it is a fundamental condition of this agreement that the NIHRACS improves the efficiency of service delivery and continues to modernise and reform service delivery. A baseline will be established from which the agreed services will be reviewed against to establish whether NIHRACS is satisfactorily progressing towards meeting the service delivery standards outlined in Schedule 1. This will also be used to determine optimal funding and service delivery models for future years.
- 2.4 The Parties agree that, apart from any specific obligations, the management of the services will generally be undertaken in accordance with the Australian National Audit Office's "Public Sector Governance – Better Practice Guide" and relevant principles set out in Australian Standards AS 8000, 8001, 8002, 8003, 8004-2003 'Corporate Governance – Good Governance Principles', as updated from time to time.
- 2.5 Both Parties recognise the NIHRACS Governance Committee (the Committee) exists to provide advice on the effective delivery of high quality health and aged care services that meet the needs of the community of Norfolk Island. The Parties agree that the

NIHRACS Manager must at all times be a member of the Committee.

- 2.6 Both Parties recognise the Tripartite Multi-Purpose Service Agreement with the Commonwealth Department of Health.

3. ROLES AND RESPONSIBILITIES

3.1 NIHRACS is responsible for:

- (a) delivering and administering the health and residential aged care services provided in Part A Schedule 1 to this agreement within the funding allocated in Part A of Schedule 1;
- (b) compliance against applicable national accreditation standards (including National Safety and Quality Health Service Standards and Royal Australian College of General Practitioners (RACGP) Standards for general practices) and meeting legislative and regulatory requirements, including those for specific services set out in Part A Schedule 1;
- (c) developing appropriate internal monitoring and reporting mechanisms to meet the standards and key performance indicators specified in Part A Schedule 1 and to meet the reporting requirements specified in Schedule 2 of this Agreement;
- (d) developing plans including resourcing plans for the long term management, maintenance and renewal of assets owned or transferred by the Commonwealth for the provision of services;
- (e) notifying the Commonwealth immediately of any significant issues that come to NIHRACS' attention which:
 - i. are currently impacting, or are likely to impact, service delivery; or
 - ii. are currently having or are likely to have a material impact on the agreed budget for the services;
- (f) providing reports as specified in Schedule 2 of this Agreement;
- (g) engaging staff under formally agreed employment arrangements to a level that meets Relevant State or Territory requirements and is commensurate with the size and needs of Norfolk Island;
- (h) utilising national rural and remote networks and visiting specialist staff as appropriate, having regard to the Comprehensive Health Services Plan;
- (i) achieving and maintaining the accreditations and licences required to deliver the scope of services as per Schedule 1, Part A – Service Specification;
- (j) the professional development, training and education of NIHRACS' personnel to meet relevant national, State and/or Territory regulatory requirements;
- (k) establishing and maintaining necessary insurance coverage for NIHRACS and ancillary services including medical malpractice, worker's compensation and public liability;
- (l) developing a Business Continuity Plan to cover emergency responses and provide safe working environment for staff in the event of natural disaster or other unforeseen

- circumstances;
- (m) establishing and maintaining a Panel of suppliers for emergency medical evacuations (Medevac); and
 - (n) identifying and administering policies and procedures for:
 - i. management of information;
 - ii. protection of information;
 - iii. quality assurance systems;
 - iv. performance control system; and
 - v. performance audits.
 - (o) ensuring the NIHRACS Manager actively engages in meetings of the Committee and performs all such other functions that the NIHRACS Manager may be required to undertake as part of their membership of the Committee;
 - (p) ensuring where the NIHRACS Manager is unable to attend a Committee meeting, that a proxy is appointed where applicable in accordance with the procedures of the Committee;
 - (q) ensuring that all relevant papers are provided to the Committee in a timely manner, and where those papers relate to or are to be discussed at a Committee meeting, a reasonable amount of time before that Committee meeting is scheduled to occur; and
 - (r) complying with the requirements as set out in the Tripartite Multi-Purpose Service Agreement at Schedule 4 to this Agreement.

3.2 The Commonwealth will be responsible for:

- (a) providing funding, until the Extension Date, for the delivery of health and residential aged care services by NIHRACS;
- (b) providing funding, until the Extension Date, for repairs and maintenance to Commonwealth-owned assets used in delivering services and where agreed, funding the replacement of assets that are no longer suitable for completing the services;
- (c) giving a minimum of 3 months' notice of the Commonwealth's intention to cease the requirement for services and at least 3 months' notice of a substantial change in service quantum or standard (these timeframes may be varied by mutual agreement);
- (d) contributing to the definition of the reporting requirements as outlined in Schedule 2 of this Agreement;
- (e) providing feedback to NIHRACS regarding operational and financial performance and negotiating revised performance delivery standards where necessary;
- (f) giving 6 months' notice where possible of the requirement for new health and aged care services and adhering to the procedure described in clause 4; and
- (g) providing buildings and/or facilities that allow NIHRACS to deliver the scope of services as per Schedule 1, Part A – Service Specification in accordance with the

- National Safety and Quality Health Service Standards; and
- (h) complying with the requirements as set out in the Tripartite Multi-Purpose Service Agreement at Schedule 4 to this Agreement.
- 3.3 The Parties will jointly be responsible for:
- (a) agreeing the development of new health and aged care services where necessary;
 - (b) reviewing the progress of the delivery of services with a focus on outcomes, outputs and risks; and
 - (c) reviewing the corporate governance and financial performance of the health and residential aged care service.

4. BUSINESS CASE FOR NEW SERVICES

- 4.1 Both Parties recognise that having a sound business case contributes to the overall stability and integrity of service delivery. Individual business cases will provide the basis for amendments to this Agreement, will demonstrate each party's contribution toward a jointly agreed outcome, and will be open and transparent to all parties.
- 4.2 The Parties agree the following processes:
- (a) NIHRACS and the Commonwealth will work together to develop a business case for each new service and function to be delivered outside of the scope of the agreed budget;
 - (b) business cases will state the terms and conditions for specific services, including resourcing requirements and appropriate fee structures;
 - (c) both Parties agree that business cases must set out costs transparently on a full cost basis taking into account expected revenue from fees and charges for the provision of the service, to the extent that transparency requirements do not become administratively onerous;
 - (d) business cases are to be agreed by the parties prior to being formalised; and
 - (e) notwithstanding clauses 4.2 (a) through 4.2 (d), there is no obligation on NIHRACS to provide any services unless agreement has been reached with the Commonwealth, nor will the Commonwealth be obliged to fund services from NIHRACS as the only provider of those services.

5. PAYMENT

- 5.1 Subject to clause 3.2(a) and 3.2(b), quarterly payments in advance will be made by the Commonwealth to NIHRACS for the services specified in Schedule 1.
- 5.2 Any payments to be made by the Commonwealth will be made following receipt of a correctly rendered invoice for the demand driven services specified in Schedule 1.
- 5.3 For the services specified in Part A Schedule 1, where NIHRACS has, in the reasonable opinion of the Commonwealth, incurred an additional cost in good faith having endeavoured to seek Commonwealth agreement prior to incurring the cost, the Commonwealth agrees to pay that cost.

- 5.4 For the services specified in Part A Schedule 1, where a surplus occurs from the delivery of a particular service, it is to be retained by NIHRACS and used for the costs of delivering the other services outlined in this agreement.

6. PERFORMANCE MANAGEMENT

- 6.1 Both Parties agree to establish performance management and performance guarantee mechanisms as part of the Schedules to this Agreement. Performance management and guarantee mechanisms will be equitable and mutually beneficial.

7. FEES AND CHARGES

- 7.1 NIHRACS agrees to implement fees and charges as per relevant legislation in force on Norfolk Island from time to time.
- 7.2 NIHRACS must notify the Commonwealth in advance of any substantial variation to locally determined fees and charges for health and residential aged care services provided under this Agreement.

8. RISK MANAGEMENT

- 8.1 Both Parties agree to take a proactive approach to risk by putting in place quality assurance and risk control measures.
- 8.2 The Parties agree to apply and comply with the Commonwealth Risk Management Policy as updated or replaced from time to time.
- 8.3 Risks are to be managed at the service level by the Party best placed to do so.
As such both Parties agree:
- (a) NIHRACS will keep a risk register;
 - (b) NIHRACS will monitor risks with risks to be reported in the performance reports prepared in accordance with Schedule 2 of this Agreement, or more frequently if required by the Commonwealth; and
 - (c) a consolidated risk report will be prepared by NIHRACS and the Parties will discuss the consolidated risk report bi-annually.
- 8.4 NIHRACS must take out all appropriate insurances for the potential liability associated with the services specified in Schedule 1, including risks relating to staff, including worker's compensation, professional indemnity and public liability.

9. REPORTING

- 9.1 Both Parties agree to reporting arrangements that will not unduly burden either party with duplicative reporting.
- 9.2 Reporting requirements are set out in Schedule 2 of this Agreement.

10. AUDITS

- 10.1 Audit requirements are set out in Schedule 2 of this Agreement.

11. RECORDS

11.1 NIHRACS must comply with the record keeping obligations under the *Archives Act 1983* (Cth) and cooperate with the National Archives of Australia on matters relating to the identification and preservation of, and public access to, archival resources of the Commonwealth.

12. ASSETS

12.1 The Commonwealth will develop annual scheduled maintenance plans in consultation with NIHRACS for Commonwealth owned assets.

12.2 The Commonwealth will insure the buildings, assets, equipment and physical resources owned by it and used in the Territory in providing the services. NIHRACS must maintain the assets in accordance with agreed national, industry and the Relevant State or Territory standards to ensure the facility is suitable for the provision of the services.

12.3 NIHRACS will also be responsible for the insurance of any NIHRACS owned assets and equipment used in the delivery of the Services.

13. DISPUTE RESOLUTION

13.1 The Parties agree that dispute resolution will be kept at the lowest, most informal level practicable and will incorporate alternative dispute resolution procedures such as mediation. Where mediation is used, an independent mediator acceptable to both Parties will be appointed. If the mediator reports that the dispute cannot be resolved by mediation then an arbitrator acceptable to both Parties will be appointed. The arbitrator's decision will be final and binding on the Parties. The costs of any mediation or arbitration will be paid equally by both Parties.

14. BRANDING

14.1 Both Parties agree that the focus of branding will be on NIHRACS although individual agencies may be acknowledged.

14.2 Notwithstanding clause 14.1, parties agree that individual agency or jurisdiction specific branding requirements will be resolved with an emphasis on the needs of the customer.

15. PRIVACY

15.1 Both Parties acknowledge that they are obliged to comply with the *Privacy Act 1988* and the Australian Privacy Principles set out under the Act, and any other legislative requirements relating to the storage and handling of personal information.

16. CONFIDENTIALITY

16.1 Both Parties undertake to maintain the confidentiality of data provided to them by another person according to the requirements of the person providing the information.

17. SECURITY

17.1 Both Parties undertake to maintain the security of data provided to them by another person according to the requirements of the person providing the information.

17.2 As a minimum, both Parties agree to meet the following Australian Standards for information security or their equivalent:

- (a) HB 231:2004, Information Security Risk Management Guidelines;
- (b) AS/NZS ISO/IEC 27002:2006, Information Technology – Security Techniques – Code of Practice for Information Security Management; and
- (c) AS/NZS ISO/IEC 27001:2006, Information Technology – Security Techniques – Information Security Management Systems – Requirements.

18. COMPLAINT AND QUERY HANDLING

18.1 Both Parties agree that the handling of customer complaints and queries must be customer focused and that complaint handling processes must provide complainants with clear and timely resolution.

18.2 Over the life the Agreement, both Parties will aspire to meet Standard AS ISO 10002-2006 "Customer Satisfaction - Guidelines for Complaints Handling in Organizations (ISO 10002:2004, MOD)".

18.3 Both Parties agree to manage complaints in an integrated fashion to minimise the need for follow up by the customer after the first complaint or query is filed.

18.4 Both Parties agree that a complete and integrated complaint resolution process, covering the complaint resolution life-cycle, will include the following elements:

- (a) the information that must be collected and passed between the Parties to facilitate the complaint handling process and minimise the need for repeated customer follow up;
- (b) the timing of the passing of information; and
- (c) the coordinating procedures required between parties to ensure the progress of complaint resolution can be monitored and facilitated.

18.5 NIHRACS must implement the complaint resolution process agreed to in Clause 3.6 of the Tripartite Multi-Purpose Service Agreement at Schedule 4 to this Agreement.

18.6 Both Parties agree to work together to prevent further complaints by identifying why complaints or queries have arisen and jointly determining what can be done to resolve them.

18.7 Both Parties agree to ensure all potential handlers of complaints, whether an employee of a Party or of an agent, are trained in the manner in which the interaction with the customer should be conducted and in an appropriate manner.

19. INTELLECTUAL PROPERTY

19.1 Ownership of any pre-existing intellectual property remains unchanged as a result of this Agreement, will be recognised and respected under this Agreement and will only be used as authorised by the owner of the intellectual property as permitted under law and as set out in this Agreement.

20. STAKEHOLDER AND CUSTOMER CONSULTATION

20.1 The Parties agree that stakeholders will be consulted during design, development and post implementation of new services and that the consultation will be tailored to match the magnitude, diversity and nature of the new service.

20.2 Pre-existing customer and stakeholders fora will be used where appropriate to undertake the consultation.

21. INFORMATION MANAGEMENT

21.1 Both Parties agree to design data collection and management processes to minimise unnecessary duplication and compliance costs.

21.2 Both Parties agree that NIHRACS, at point of contact, must confirm the patient/customer identity according to specifications agreed between all parties as specified in Schedules to this Agreement.

22. DATA QUALITY AND ACCESS

22.1 Both Parties agree to collaboratively develop equitable and transparent arrangements that assure data quality and access. This will be reflected in Schedules to this Agreement.

23. NOTICES

23.1 A notice under this Agreement is only effective if it is in writing, and addressed as follows:

(a) if given by the Recipient to the Commonwealth - addressed to:

First Assistant Secretary, Territories Division

Department of Infrastructure, Transport, Regional Development, Communications,
Sport and the Arts

GPO Box 594

Canberra ACT 2601

Phone: 02 6274 7326

Or other recipients/address as notified by the Commonwealth.

(b) if given by the Commonwealth to the Recipient –

Manager

Norfolk Island Health and Residential Aged Care Service Grassy

Road

Burnt Pine NORFOLK ISLAND 2899 Phone:

0011 6723 22091

Or other recipients/address as notified by the Recipient.

23.2 Any such notice must be delivered to the other party by hand, prepaid post or transmitted electronically (via email or facsimile) and be signed by the sending party. For the avoidance of doubt, an electronic signature on an email will be taken to be a signed notice for the purpose of this clause 23.2. Subject to clause 23.2, a notice is deemed to be received:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by prepaid post - upon delivery to the relevant address; or
- (c) if transmitted electronically - upon receipt by the sender of either an electronic receipt notification (generated by the system transmitting the notice) or an acknowledgement from the other party that it has received the notice (whichever is earlier).

23.3 If a notice is received:

- (a) after 5.00 pm on any Business Day; or
- (b) on a day that is not a Business Day.

it is deemed to be received at 9:00am on the next Business Day for the purposes of this clause 23.

Schedule 1

PART A - SERVICE SPECIFICATION

Principles of service delivery

NIHRACS will provide an integrated service model, in line with the multi-purpose service approach for the delivery of health and residential aged care services that addresses the following key principles:

- high quality service provision that provides equity of access to the services for all residents and visiting population;
- encourages a high level of local service delivery by the resident population;
- is inclusive of private sector delivery models including maximising the access to Commonwealth Government health care programs inclusive of the Medicare Benefits Schedule (MBS) and other programs;
- a flexible delivery model to allow for changing service needs and local workforce availability; and
- leadership and community engagement are key factors in delivering a service that has the confidence of the Commonwealth, community and other stakeholders.

Treating overseas patients or Medicare Ineligible Patients

Under the Australian Charter of Healthcare Rights, all health services must provide access to health care regardless of ability to pay.

NIHRACS is expected to understand the guiding principles of the Charter and any Reciprocal Health Care Agreements (RHCA) Australia may have with other countries.

If treating a patient not from an overseas country that Australia has an RHCA with, NIHRACS is expected to treat the patient as a Medicare Ineligible Patient and the patient will be required to pay all medical care and treatment including outpatient visits, admitted care and accommodation.

Key health and aged care service considerations and linkages

NIHRACS will be required to integrate and collaborate with existing health and aged care service providers on Norfolk Island to ensure a streamlined contemporary health and residential aged care system for the Norfolk Island community. To support the delivery of all services, strong relationships and links will need to be established between NIHRACS and:

- mainland Australian secondary and tertiary level public and private hospitals as well as specialists, including those visiting on-island;
- local community health services, community agencies and service providers, including the Norfolk Island community pharmacy;
- mental health services and drug and alcohol services;
- community primary care providers including GPs, Primary Health Networks and other referring centres;
- private, not for profit and other providers including private hospitals, providers of palliative care and residential aged-care services and facilities;

- relevant non-government organisations;
- health interpreter services;
- St John's Ambulance Australia (NSW), emergency medical evacuation services (medevac) and other non-emergency transport services; and
- other relevant government agencies (State and Commonwealth), and the Norfolk Island Police Force.

In facilitating the considerations above, NIHRACS will need to consider the following:

- providing an environment and services that are culturally, physically and age appropriate;
- consideration of emerging technologies that may change service requirements and models of care; and
- implementation of, or access to, hospital avoidance programs and strategies.

Core functions

The core functions to be delivered by NIHRACS are outlined in the following sections.

Support Services:

Linen

NIHRACS must provide:

- Collection, decontamination, washing, drying, of linen and delivery of adequate quantities of clean linen to each service area.
- Collection, decontamination, washing, drying, and ironing of resident personal clothing including residents of the aged care facilities, and delivery of clean items to the residents.

Cleaning services

- NIHRACS must provide a sterile cleaning area for the pathology laboratory, clinics and wards.
- NIHRACS must clean and sterilise equipment.
- NIHRACS must provide general housekeeping for all areas contained in the health service including cleaning of general facilities such as walls, ceilings, floors, carpet and glass.
- NIHRACS must provide ground and garden maintenance.
- NIHRACS must provide cleaning services for food preparation areas.
- NIHRACS must provide washroom stock – including regular supply of soaps and towelling and sanitary unit removal.

Catering Services

- NIHRACS must provide an industry acceptable food production and delivery system for clients of the health service.
- NIHRACS must obtain nutritional and dietary advice which must be incorporated into the menu development and choices for individual recipients.
- NIHRACS must provide menus to patients daily and meals be delivered and

collected from rooms.

- NIHRACS must provide meals to patients of the inpatient services and some non-admitted type services, residential aged care residents.

Clinical Services:

Supported General Practice Clinic

(a) Scope of Service:

NIHRACS must provide and support a general practice clinic that is accredited against standards set by the Royal Australian College of General Practitioners to be available during core business hours, Monday to Friday between 8.30am to 5.00pm. General Practitioners engaged by NIHRACS to work in the general practice clinic serve under a licence agreement.

(b) Specific Requirements:

NIHRACS must provide:

- Consulting rooms for at least three General Practitioners.
- A General Practice Nurse.
- A General Practice Manager.
- Support to General Practitioners to organise locums as required.

Medical imaging

(a) Scope of Service:

NIHRACS must provide a medical imaging service (which includes radiography and sonography services) at the facility at 2 Grassy Road, Norfolk Island. The service must be available during business hours and on an on-call basis for medical imaging services required outside of business hours. This medical imaging service should work towards accreditation against the Diagnostic Imaging Accreditation Scheme as recognised by the Royal Australian and New Zealand College of Radiologists.

(b) Specific Requirements:

In dealing with the controlled apparatus described in Schedule 1 to ARPANSA Source Licence, NIHRACS and its personnel must at all times comply with:

- i. the ARPANSA Source Licence as if NIHRACS were the holder of that licence (and must not do or fail to do any other thing which would place the licence holder in breach of that licence);
- ii. the Australian Radiation Protection and Nuclear Safety Act 1998; and
- iii. the Australian Radiation Protection and Nuclear Safety Regulations

2018. NIHRACS and where applicable, its personnel, must:

- provide the Department with a copy of any report(s) submitted to the Australian Radiation Protection and Nuclear Safety Agency immediately following submission;
- maintain and adhere to a radiation safety plan; and

- ensure that at all times an employee of NIHRACS is appointed as radiation safety officer.

As part of the provision of a medical imaging service, NIHRACS must:

- ensure the employment of two personnel to maintain a roster to deliver services both during business hours and after hours;
- ensure that an arrangement with a third party is in place for the delivery of higher level networked radiology service for consultation and patient transfer;
- ensure a service with an offsite radiologist is available for offsite reporting;
- maintain image processing capacity;
- maintain access to Picture Archiving and Communication System (PACS);
- implement quality and risk management programs that comply with the National Safety and Quality Health Service Standards (NSQHS Standards) as updated from time to time; and
- engage appropriately licensed remote x-ray contractor/s to provide limited radiography services in rural and remote areas.

Pathology

(a) Scope of Service

NIHRACS must provide a laboratory providing core pathology services either on-site or via formal networked arrangements.

A range of tests must be available at the site according to clinical need but should include basic haematology, biochemistry and microbiology.

(b) Specific Requirements

As part of the provision of a Pathology service, NIHRACS must:

- Support a timely courier service to a National Association of Testing Authorities / Royal College of Pathologists of Australasia (NATA/RCPA) accredited laboratory for testing.
- Provide collection policies and procedures established by the accredited laboratory.
- Comply with the quality and safety requirements as determined by NATA and the National Pathology Accreditation Advisory Council (NPAAC).
- Have 24 hour on call access to Category G laboratory.
- Adhere to workforce requirements in accordance with standards and guidelines specified by the NPAAC; accredited for compliance by NATA.

Pharmacy

(a) Scope of Service

NIHRACS must provide linkages to the Norfolk Island community pharmacy for patient medicines information, medication chart review, medication supply and staff education.

NIHRACS will not be required to apply for an approval to supply Pharmaceutical Benefits Scheme (PBS) subsidised medicine, in accordance with section 90 of the *National Health Act 1953*.

(b) Specific Requirements

NIHRACS must provide:

- Access to medicines procurement and distribution service.
- Access to patient and staff medicines education.
- Access to therapeutic guidelines.
- Access to drug and therapeutics committee or equivalent.
- Quality and risk management programs in line with current National Safety and Quality Health Service (NSQHS) standards as appropriate.
- A pharmacist available for consultation, advice and support (may include telehealth; outreach; community pharmacist).

Emergency Medicine

(a) Scope of Service:

NIHRACS must provide emergency care within a designated area of the Facility. Basic primary and secondary assessment should be available, including Advanced Life Support (ALS) and stabilisation of critically ill paediatric, adult and trauma patients prior to arrival of a retrieval service.

(b) Specific Requirements:

As part of the provision of an Emergency Medicine service, NIHRACS must provide:

- A purpose specific area to receive and manage emergency presentations, including a co-located resuscitation area with appropriate equipment for paediatric, adult and trauma.
- Life support prior to transfer to definitive care.
- 24-hour access to an aero retrieval and transport service.
- Access to specialty services (may be via telephone, telehealth and/or hospital outreach) such as surgical, medical, orthopaedics, mental health, paediatrics, obstetrics and gynaecology; with ability to transfer and refer.
- Access to formal ALS education and training for nursing and medical staff.
- A medical practitioner on call or available 24 hours a day with post-graduate emergency medicine training (Australasian College for Emergency Medicine (ACEM) non-specialist Emergency Medicine Certificate or equivalent).
- A local clinical emergency response protocol in place to facilitate escalation of care and patient transfer when required.

General and Acute Medicine

(a) Scope of Service:

NIHRACS must provide a General Medicine Service whereby management and appropriate referral is specified by a Medical or Nurse Practitioner. NIHRACS must also provide a limited outpatient service.

(b) Specific Requirements:

As part of the provision of a General Medicine Service, NIHRACS must maintain:

- Formal networks including access to specialist support and advice (may include telehealth).
- A formal relationship with the ambulance service provider to facilitate escalation of care and patient transfer when required.
- Admission to community health services with referral pathways.
- Access to a Medical or Nurse Practitioner available 24 hours a day.

Geriatric

(a) Scope of Service:

NIHRACS must provide primarily supportive Geriatric service where personal and nursing care is available as necessary.

(b) Service Requirements:

As part of the provision of a Geriatric service, NIHRACS must provide:

- Referral and management by GP.
- Access to inpatient beds.
- Access to community health services and community aged care services (e.g. Commonwealth Home Support Program and Commonwealth Home Care Packages) as required.
- Access to mental health service for older people.
- Access to health education programs such as falls prevention.

Palliative Care

(a) Scope of Service:

NIHRACS must provide generalist palliative care service provided via a community health, primary care, private and/or non-government organisation (NGO). This may include patient support at home (may be via telephone).

(b) Service Requirements:

As part of the Palliative Care service, NIHRACS must provide:

- Palliative Care Approach Training
- Access to palliative care team, for advice and support (may be via outreach or telehealth).
- Access to community health services.
- Access to pain management service.
- Access to bereavement service.
- Access to pastoral care.
- Access to inpatient beds.
- NIHRACS may also have access to allied health services commensurate with casemix and clinical load.

Oral Health

(a) Scope of Service:

NIHRACS must provide a general dental practice. Care is to be provided by Dentist, Dental Hygienist or Dental Specialist.

NIHRACS must provide facilities for emergency oral health care for inpatients only. Care is to be provided by dentists, dental hygienists or dental specialists.

Mobile or fixed site (standalone or part of another facility) can be utilised in conjunction with the services provided by dental therapists, dental hygienists, dental prosthetists or dentists

(b) Service Requirements:

As part of the Oral health service, NIHRACS must provide:

- A general dental practice.
- An emergency and general oral health care for outpatients.
- Annual dental health checks to children at the Norfolk Island School.

Blood and Blood Products

(a) Scope of Service:

NIHRACS must maintain an adequate supply of blood and blood products.

(b) Service Requirements:

As part of the service, NIHRACS must:

- Manage blood supply in line with the relevant legislation, Blood Framework and National Blood Arrangements as in place from time to time.
- Notify the Department if there is expected to be a substantial variation to the standard blood supplies.

The Commonwealth will fund the provision of blood and blood products through the Commonwealth/State (Commonwealth/Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts) funding arrangements.

Neonatal

(a) Scope of Service:

NIHRACS must provide antenatal and postnatal care of mothers and babies delivered elsewhere with no complications. Emphasis on education on parenting, bonding, and breastfeeding must be provided.

(b) Specific Requirements:

As part of a Neonatal service, NIHRACS must:

- Provide a clinician competent with Basic Life Support for neonates.
- Access to Midwives, and/or mothercraft nurses and GP care.
- Continuing nursing educational programs available specific to the needs of

the service.

Paediatric Medicine

(a) Scope of Service:

NIHRACS must provide primary and emergency care; and stabilisation for children prior to transfer to appropriate higher level of service.

(b) Specific Requirements:

As part of the provision of a Paediatric Medicine service, NIHRACS must provide:

- Capacity to isolate patient in a safe bed.
- Formal network and relationship with higher level service, including 24-hour access to specialist support and advice (may include telehealth).
- Consultation, escalation and patient transfer is organised with networked paediatric service and documented processes.
- Appropriate equipment for children (including resuscitation) available on site.
- Access to allied health services commensurate with casemix and clinical load.
- Paediatrician consultation available (may be via telehealth).

Emergency care for children

(a) Scope of Service:

NIHRACS must provide primary and emergency care; and stabilisation for children prior to transfer to appropriate higher level of service.

(b) Specific Requirements:

As part of the provision of a Paediatric service, NIHRACS must provide:

- Capacity to isolate patient in a safe bed.
- Connection with a formal network and relationship with a higher level service, including 24-hour access to specialist support and advice (may include telehealth).
- Consultation, escalation and patient transfer is organised with networked paediatric service and documented processes.
- Appropriate equipment for children (including resuscitation) available on site.
- Access to allied health services commensurate with case-mix and clinical load.
- Paediatrician consultation available (may be via telehealth).

Child and Family Health

(a) Scope of Service:

NIHRACS must provide Family and Child Health services where Early Childhood Services and school health screening programs are conducted by appropriately qualified nurses.

A home visiting capacity, access to GPs and other secondary screening and referral services for management of children with identified needs.

(b) Specific Requirements:

As part of the provision of a Family and Child Health Service, NIHRACS must provide

access to:

- A range of assessment treatment information.
- Education and prevention programs, e.g. immunisation clinics, for target population.
- Regular follow up of non-attenders/at risk clients.
- Limited child and family counselling, speech pathology, and secondary screening services.
- Liaison with range of professional disciplines including hospital mothercraft and midwifery nurses.
- Continuing nursing educational programs available.

Youth Health

(a) Scope of Service:

NIHRACS must provide a limited range of community and hospital services provided by non-specialist staff. Access to specialist adolescent health services for referral and consultation must be provided when appropriate.

(b) Specific Requirements:

As part of the provision of an Adolescent Health Service, NIHRACS must provide:

- Access to specialist youth health services for referral and consultation.
- Generalist multidisciplinary staff available business hours.

Adult Mental Health (Inpatient Care)

(a) Scope of Service:

NIHRACS must provide general hospital inpatient services without designated or gazetted mental health beds or staff, at the appropriate level, providing mental health care for voluntary patients admitted under management of GP or other Medical Officer, including stabilisation of acute illness prior to moving to higher level of mental health service where necessary.

(b) Specific Requirements:

As part of the provision of an Adult Mental Health – Inpatient service, NIHRACS must provide:

- Linkages to consultation liaison from experienced mental health staff (may be by teleconferencing).
- Reporting and quality assurance activities as required by general medicine for inpatient services.

Adult Mental Health (Community Care)

(a) Scope of Service:

NIHRACS must provide Adult Mental Health (Community Care) services by providing an outreach mental health service. This can be provided by visiting mental health staff in conjunction with general community health staff and GPs.

(b) Specific Requirements:

As part of the provision of an Adult Mental Health – Community service, NIHRACS must provide:

- An allied health counselling service that is accessible by the community.
- Assessment/treatment for common conditions including formal arrangements for Pathology and Pharmacy services and appropriate Diagnostic Imaging service.
- Services provided by general community health staff in conjunction with GPs and visiting mental health staff.
- Emergency services from local health service premises.
- Access to community support services; and Formal relationship with the St John's Ambulance and local Police to facilitate escalation of care and patient transfer when required.

Child/Adolescent Mental Health (Inpatient Care)

(a) Scope of Service:

NIHRACS must provide general inpatient services without designated Paediatric or gazetted mental health beds or staff, at the relevant general medicine level, providing mental health care for voluntary patients admitted under management of GP or other Medical Officer, including stabilisation of acute illness prior to moving to higher level of mental health service where necessary.

(b) Specific Requirements:

As part of the provision of a Child/Adolescent Mental Health – Inpatient service, NIHRACS must provide:

- Linkages to consultation liaison from experienced mental health staff (may be by teleconferencing).
- Reporting and quality assurance activities as required by general medicine for inpatient services.

Older Adult Mental Health (Inpatient Care)

(a) Scope of Service:

NIHRACS must provide general inpatient services without designated or gazetted psychogeriatric beds or staff, at the relevant general medicine level or above, providing mental health care for older voluntary patients admitted under management of GP or other Medical Officer including stabilisation of acute illness prior to moving to higher level of mental health service where necessary.

(b) Specific Requirements:

As part of the provision of an Older Adult Mental Health service, NIHRACS must provide:

- Linkages to consultation-liaison from experienced mental health staff (may be by teleconferencing) and may have formal links with Single Assessment System, other Ageing and Disability Services.
- Access facilitated to home support programs (e.g. Home and Community Care

Services, Meals on Wheels).

- Reporting and quality assurance activities as required by general medicine for inpatient services.

Drug and Alcohol Services

(a) Scope of Service:

NIHRACS must provide a limited range of drug and alcohol services provided in a general health service setting by a GP or non-specialist staff in consultation with specialist drug and alcohol services or GP.

(b) Specific Requirements:

As part of the provision of a Drug and Alcohol Service, NIHRACS must provide:

- Access to specialist medical and other back-up by means of referral.
- Un-medicated detoxification.

Community Health – general

(a) Scope of Service:

NIHRACS must provide a limited range of community services provided by non-specialist staff.

(c) Service Requirements:

As part of a Community Health service, NIHRACS must provide:

- Generalist community nursing service provided by a community health nurse.
- Administration of the Norfolk Island Patient Travel and Accommodation Assistance Scheme so patients can access specialist health care on the mainland.

NIHRACS should also consider the following:

- Provision of complex wound management, continence management opportunistic immunisation, domestic violence screening and/or chronic care;
- Provision of outreach services including home visits according to community needs;
- Provision of regular clinics;
- Provision of mammography services;
- Provision of programs to raise awareness and provide information and/or referral/liaison to available primary, community services (e.g. continence programs), according to community needs;
- Provision of access to counselling services; and
- Provision of advice, support and appropriate referral to self-management strategies including health education.

Community Nursing

(a) Scope of Service:

NIHRACS must provide a coordinated and direct care service and development of care plans in close liaison with GP and other community support services. Associations must be available with community based and inpatient services.

Sexual Health Services

(a) Scope of Service:

NIHRACS must provide emergency services to conduct assessment, treatment and appropriate referral by a nurse or Medical Practitioner with limited training in STDs/HIV.

(b) Service Requirements:

As part of the sexual health service, NIHRACS must provide:

- i. Access to identified sexual health services.
- ii. Pathology.
- iii. Provide health information through pamphlets and other media.

Sexual Assault Services

(a) Scope of Service:

NIHRACS must be able to provide treatment or support prior to the referral to designated sexual assault services. NIHRACS must also provide assistance with transportation to a referral centre and direct connections with Sexual Assault Services and procedures in place for the referral developed in consultation with the appropriate service.

(b) Service Requirements:

As part of a Sexual Assault Service, NIHRACS must provide:

- Employees training in relation to the recognition and notification of sexual assault.
- Distribution of copies for awareness in recognising and notifying child abuse, neglect and the procedures for frontline health professionals and a policy for protecting children and young people from physical, sexual, emotional abuse and neglect.
- Formal linkage with local Police.
- Provide clinical and psychological support for victims if required

Residential aged care – permanent and respite

(a) Scope of Service

NIHRACS must provide residential aged care services on a permanent and respite basis.

(b) Service Requirements

Residential aged care provides a range of care options and accommodation for older people who are unable to continue living independently in their own homes. The type of care provided ranges from personal care to assist with activities of daily living through to nursing care on a 24-hour basis.

Residential care is provided on a permanent or respite basis. Residential respite provides short-term care on a planned or emergency basis in aged care homes to people who have been assessed and approved to receive it.

Residential respite provides short-term care in aged care homes.

The primary purpose of residential respite is to give a carer or care recipient a break from their usual care arrangements. Residential respite may be used on a planned or emergency basis.

After Death Care and support

NIHRACS must provide a continuum of care that extends to after the death of a person, either within the NIHRACS facility or through the morgue. This includes:

- i. coordinating care for a body;
- ii. communicating and engaging with family members and other significant people with dignity and respect;
- iii. ensuring that cultural and/or religious aspects are respected; and
- iv. ensuring official notifications and reports are completed in accordance with defined processes.

General delivery requirements

In delivering the services described above (**Services**), NIHRACS should have regard to the following general requirements.

Health and Safety 1.3.1.1

The Commonwealth will ensure that Commonwealth owned facilities meet work health and safety requirements.

The Parties acknowledge that they may share work health and safety duties with respect the Services. The Parties acknowledge that where an overlap in duties exists, each Party retains responsibility for its duties in relation to the matter and will discharge its duties to the extent to which they have the capacity to influence and control the matter. Where either Party identify a WHS issue that is believed to be a shared responsibility, it must advise the other Party of the matter as soon as practicable.

1.3.1.2 General requirements

NIHRACS will develop, adopt and implement policies and procedures that are in alignment with the requirements of the *Work health and Safety Act 2011 (Cth)* (**the WHS Act**) and supporting regulations and codes of practice.

NIHRACS will implement a quality assurance program to ensure systems, policies, procedures and measures are effective.

NIHRACS will ensure an independent audit of its WHS management systems is performed every 12 months, with results of the audit shared with the Department.

1.3.1.3 Legislative compliance

The Parties must comply with and ensure that their employees, subcontractors and agents comply with any Acts, regulations, local laws and by-laws, Codes of Practice, Australian Standards and appropriate risk management policies as they are applicable to the Agreement or the performance of Services under the Agreement.

1.3.1.4 Incident notifications

NIHRACS must advise the Department of all notifiable WHS incidents under Part 3 of the WHS Act which occurred as a result of any undertaking listed in this Agreement or Services under the Agreement as soon as practicable following the incident.

NIHRACS must and within one working day of any such incident provide a report to the Department giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future.

Clinical Records

NIHRACS must take all reasonable steps to ensure that clinical record keeping for all health service. Patients and aged care residents and clients under the Specified Personnel's care are undertaken and completed in a timely manner and in accordance with the requirements below. Records for these patient types must be maintained separately from the General Practice.

Completion of all clinical records by employed personnel must comply with contemporary medical documentation standards, including the National Inpatient Medication Chart.

Additionally:

- Diagnostics must be signed off within the medical records.
- Discharge summaries are to be completed for all overnight admissions and completed within 48 hours of discharge.

Clinical records of health service Patients and Aged Care Residents are the property of NIHRACS.

NIHRACS must comply with relevant State or Territory legislation and policy regarding retention and disposal of patient records.

NIHRACS must ensure that its personnel comply with all requirements of privacy legislation in the maintenance and security of all clinical records.

Reporting requirements

NIHRACS is required to report to the Department and relevant working groups on clinical activity, financial and other elements. These requirements are specified in Schedule 2 of this Agreement.

Disaster Management

NIHRACS will support the Norfolk Island Regional Council in its role of coordinating planning, response and recovery phases of a disaster, emergency or major incident. This will include responding to public health incidents (e.g. outbreaks of communicable diseases or the spread of a virus or organism that has significant clinical severity).

NIHRACS must participate in and contribute to disaster and counter disaster planning, implementation, simulated disasters and other training exercises and key performance indicators as reasonably determined from time to time by the Department. NIHRACS will fulfil the roles and responsibilities allocated to Medical Services within the Norfolk Island Disaster and Emergency Plan (NORDISPLAN).

NIHRACS will undertake the role of the Functional Service Coordinator (FSC) – Health as specified in Norfolk Island Disaster and Emergency Plan (NORDISPLAN). FSC's are responsible for the planning, command, control and communications of specific emergency response and recovery operations.

Compliance will include fulfilling the minimum requirements for:

- Maintaining links and participation in the Norfolk Island disaster management initiatives including training and exercises.
- Disaster surge capacity establishment.
- Continuous supply of utilities to the Facility in the context of an internal / external disruption to service.
- Business continuity plans in place.

Training and education

Training and education must be undertaken in all service lines in order to provide current evidence-informed care.

The training and education provided in respect of a particular service line must be consistent with the Role Delineation required for that Service.

Training and education must include:

- nursing and Allied Health professional teaching, training and education in accordance with specialty requirements.
- staff for training and education that reflect the corresponding Role Delineation requirements.
- provision of and access to e-learning for all staff groups (including non-clinical).
- links with partner professions and agencies.

General Practitioners Remote Supervision Pilot

NIHRACS will participate in the General Practitioners Registrar Remote Supervision Pilot developed by the Royal Australian College of General Practitioners (RACGP) and funded by the Commonwealth Department of Health to deliver general practice training.

The pilot is for a five-month term commencing on 5 September 2022 and expiring on 5 February 2023. To facilitate the Pilot NIHRACS must have in place:

- An employment contract with the General Practice Registrar that does not exceed the Pilot's timeframe and meets the minimum employment terms and conditions as set out in the National Terms and Conditions for the Employment of Registrars
- A Medicare provider number for the General Practice Registrar Accreditation, Supervision, and General Practice Education and Training requirements, in line with relevant RACGP Standards and Guidelines.
- Rostering to ensure the existing full-time equivalent of 3.5 General Practitioners in the General Practice clinic is not exceeded.
- A risk assessment on the impact of the Pilot to NIHRACS' operations.
- An outline of how on-site supervision will be resourced with specific reference to

supervision during periods that the General Practice Registrar is on-call.

NIHRACS will provide to the Department:

- Copies of all training accreditation documentation including applications, reports and approvals.
- Copies of the rostering arrangements, risk assessment and on-site supervision outline particularly during the periods that the General Practice Registrar is on-call.
- Financial statements detailing expenditure and revenue for the duration of the Pilot including:
 - Registrar consult billings based on consultation Levels A — D as per Professional Attendances in the Medicare Benefits Schedule.
 - Registrar billings for developing care plans.
 - Training practice and supervision subsidies received by NIHRACS.
 - Payments for expenses for the General Practice Registrar and family including accommodation, utilities, vehicle, phone, return flights.
 - Final profit or loss amount for the Pilot.
- Copies of Registrar Satisfaction Surveys.
- Copies of all reports and evaluations analysing and measuring the outcomes of the Pilot.

Continuous Quality Improvement

NIHRACS is responsible for all costs, including travel, associated with continuing quality improvement programs and activities, including training and education, undertaken by the personnel.

NIHRACS must ensure that its personnel participate in programs and activities appropriate to the personnel's speciality as are reasonably necessary to assure the quality of the care and services provided.

NIHRACS must ensure that its personnel participate in continuing quality improvement programs and activities, relating to the delivery of the services in this Agreement, as requested by the Department and these programs and activities include:

- Regular attendance and involvement in quality and safety meetings.
- Morbidity and mortality reviews and implementation of review outcomes.
- Assessment of near misses and other information gathered through the incident reporting system, and implementation of assessment outcomes.

Staff requirements

NIHRACS must ensure that relevant staff:

- comply with all legal and professional requirements.
- with a 'protected title' are registered with their corresponding National Board supported by the Australian Health Practitioner Regulation Agency (AHPRA) in the framework of a Health Profession Agreement.
- are appropriately credentialed and function within their scope of practice.
- that are medical officers are pre-approved to use of the facilities and admitting rights.
- have a valid police check.

- if moving from a mainland state or territory, provide a Working With Children's check or equivalent
- must be able to attend the health service within 15 minutes of being contacted (noting that response times may vary as clinically appropriate).
- must be contactable when required to be on call.
- are practising their profession with appropriate indemnity insurance arrangements. comply with mandatory reporting responsibilities and advise AHPRA or a National Board if they have formed a reasonable belief that a health practitioner has behaved in a way that constitutes notifiable conduct in relation to the practice of their profession.

Staff accommodation

NIHRACS Staff and contractors accommodated in property owned by the Commonwealth will incur rent. The cost of rent will be deducted from the Department's contribution detailed in PART B — NIHRACS BUDGET. Rent will be charged at the following rates:

- Two bedroom house (5 and 6 Quality Row, Kingston, 2899, Norfolk Island) — \$150.00 per week.
- Three bedroom house (7 and 8 Quality Row, Kingston, 2899, Norfolk Island) — \$300.00 per week.

The Department may at any time by giving not less than one month's notice in writing to NIHRACS vary the Rent.

NIHRACS employees and contractors will be required to sign a lease that outlines the Commonwealth and the tenants' rights and obligations.

NIHRACS will be required to provide four weeks' notice of vacancy of a house by an employee or contractor, except in exceptional circumstances.


Standards and Key Performance Indicators (KPIs)

The following section provides a guideline in relation to potential KPIs to be adopted by NIHRACS. The KPIs will be reviewed biannually for amendment, update or substitution by the Department, and may be varied by the Department by notice to NIHRACS.

s47(1)(b)

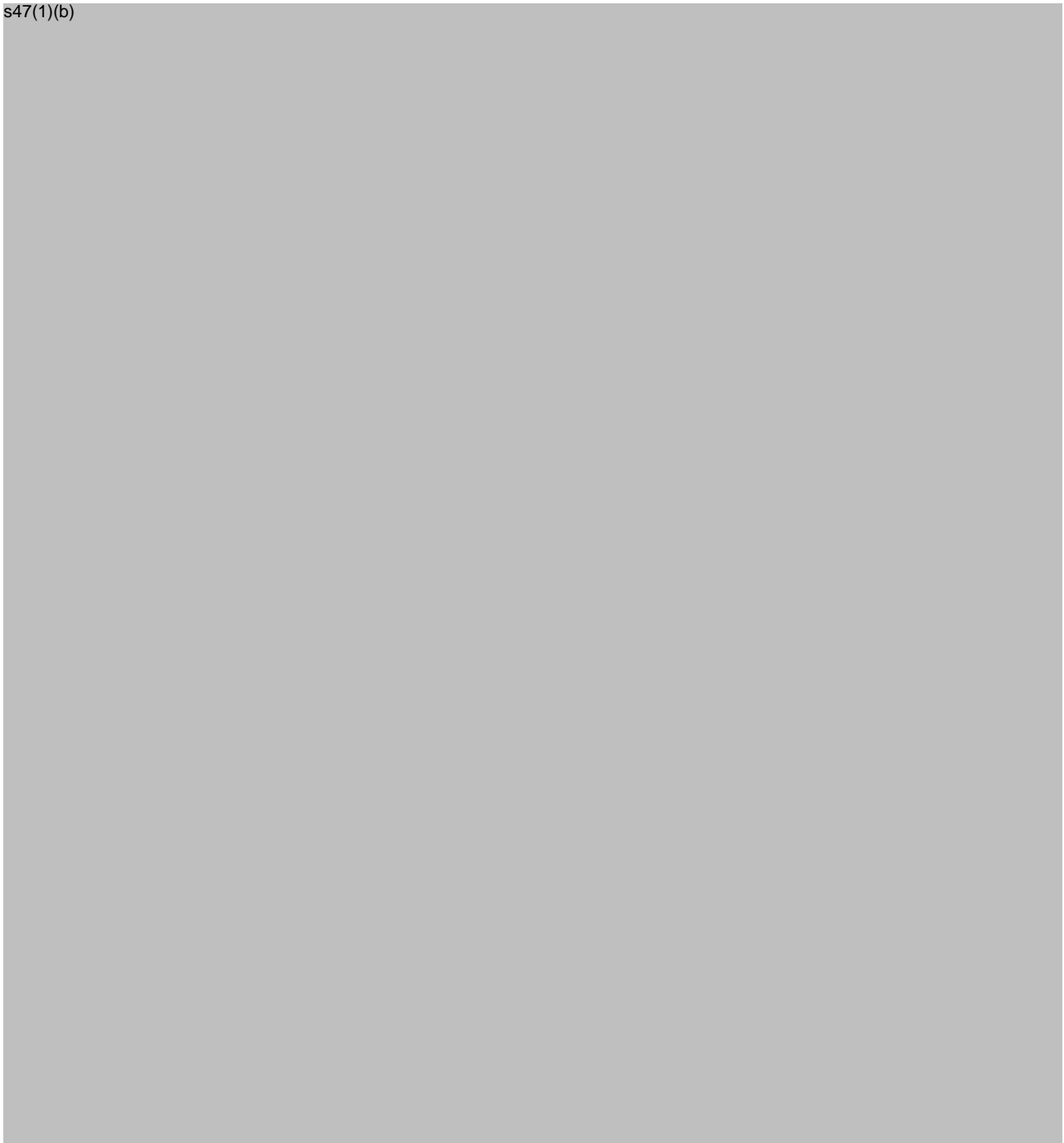


s47(1)(b)



Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

s47(1)(b)



Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

Requirements for Deliverables

Billing arrangements

NIHRACS will be responsible for all patient, client and sub-contractor billing. The following guidance is provided for NIHRACS in developing its pricing schedule and operational plan:

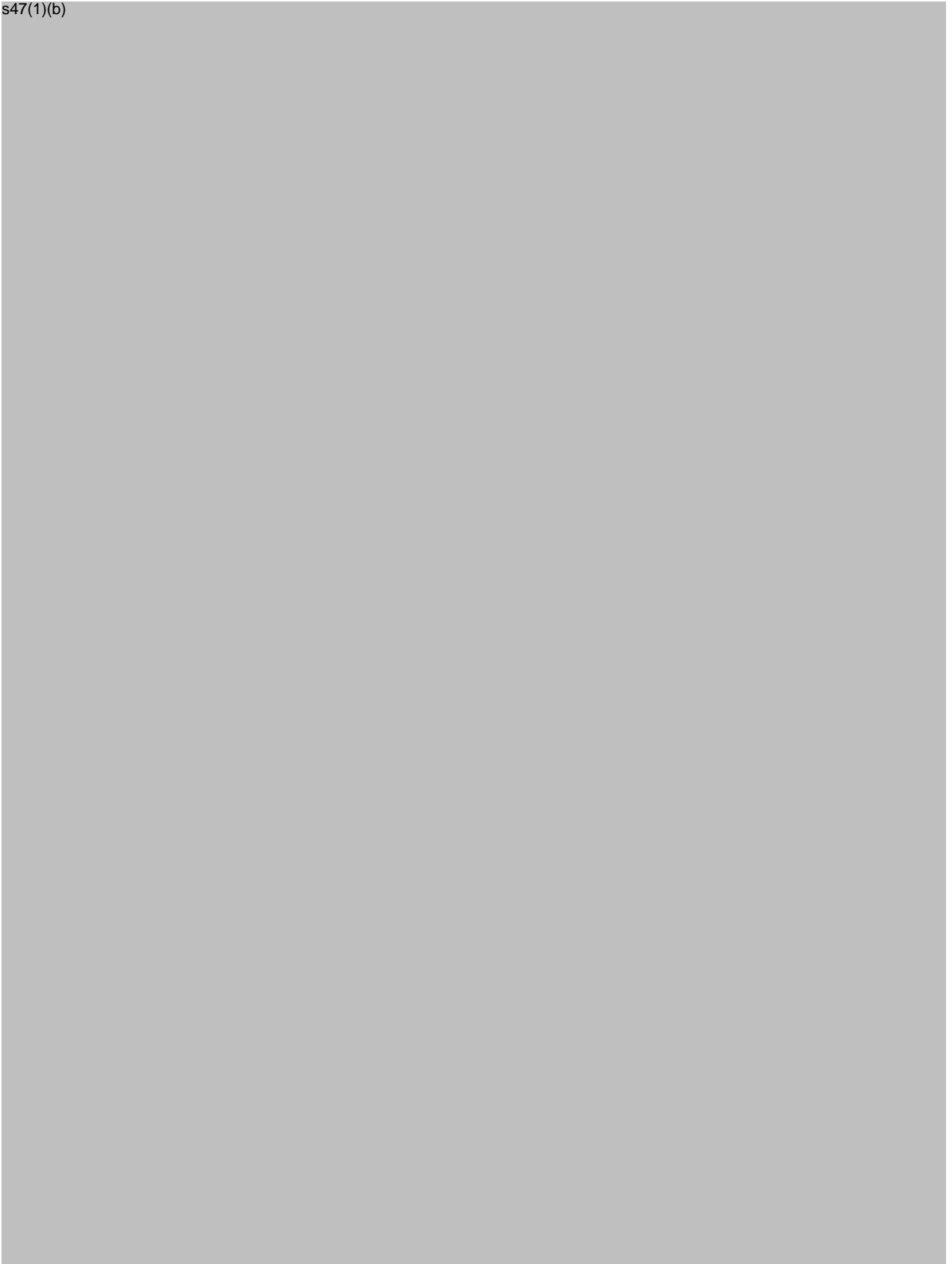
<i>Patient type</i>	<i>Description</i>	<i>Billing arrangement</i>
General practice patient	Receives general practice services from a general practitioner in the practice rooms.	Private general practice arrangement. Medicare eligible residents to be bulk billed at MBS schedule fee where appropriate.
Emergency – general practice patient	Patient received emergency medical care but did not require admission to the Hospital or transfer to another inpatient facility.	Private general practice arrangement. Medicare eligible residents to be bulk billed at MBS schedule fee.
Emergency – hospital patient	Patient received emergency (medical or nursing) care service and subsequently as a part of the emergency care require admission to the Hospital or transfer to another inpatient facility	Private general practice arrangement. Medicare eligible residents to be bulk billed at MBS schedule fee only up until the admission or transfer.
Hospital patient	Patient is admitted to the hospital and received inpatient care. Upon making the decision to transfer the patient to another facility that person will be classified as a Hospital patient from that point onwards.	No billing of public patients. Private billing for services provided to private or compensable patients.
Aged care – general practice patient	Where an aged care resident receives general practice services from a general practitioner in the practice rooms or as a “home visit” in the aged care residents rooms	Private general practice arrangement. Medicare eligible residents to be bulk billed at MBS schedule fee.

Patient type	Description	Billing arrangement
	at the aged care facility, or their home.	
Dental	Services provided by dental therapists, dental hygienists, dental prosthetists or dentists	Eligible services to be billed to MBS. No charge for school age children and holders of a Commonwealth Health Care Card. All other patients to be charged in accordance with NIHRACS fees.
Other allied health services	Includes non-admitted services provided by allied health and other providers.	Eligible services to be billed to MBS. Schedule of fees to be provided by the NIHRACS.
Pathology services for external	Includes and drug and alcohol testing for external agencies	Schedule of fees to be provided by the NIHRACS.
Community health general	Includes mammography services	Schedule of fees to be provided by the NIHRACS.

Note: Exemptions under Section 19(2) of the *Health Insurance Act 1973* allow exempted eligible sites to claim against the Medicare Benefits Schedule (MBS) for non-admitted, non-referred professional services (including nursing, midwifery, allied and dental services) provided in emergency departments and outpatient clinics. However, NIHRACS must note, where an eligible service is delivered through a private practice (e.g. GP co-located at the MPS site but not employed by NIHRACS), NIHRACS may choose to privately bill patients at its own discretion, which may incur out-of-pocket costs.

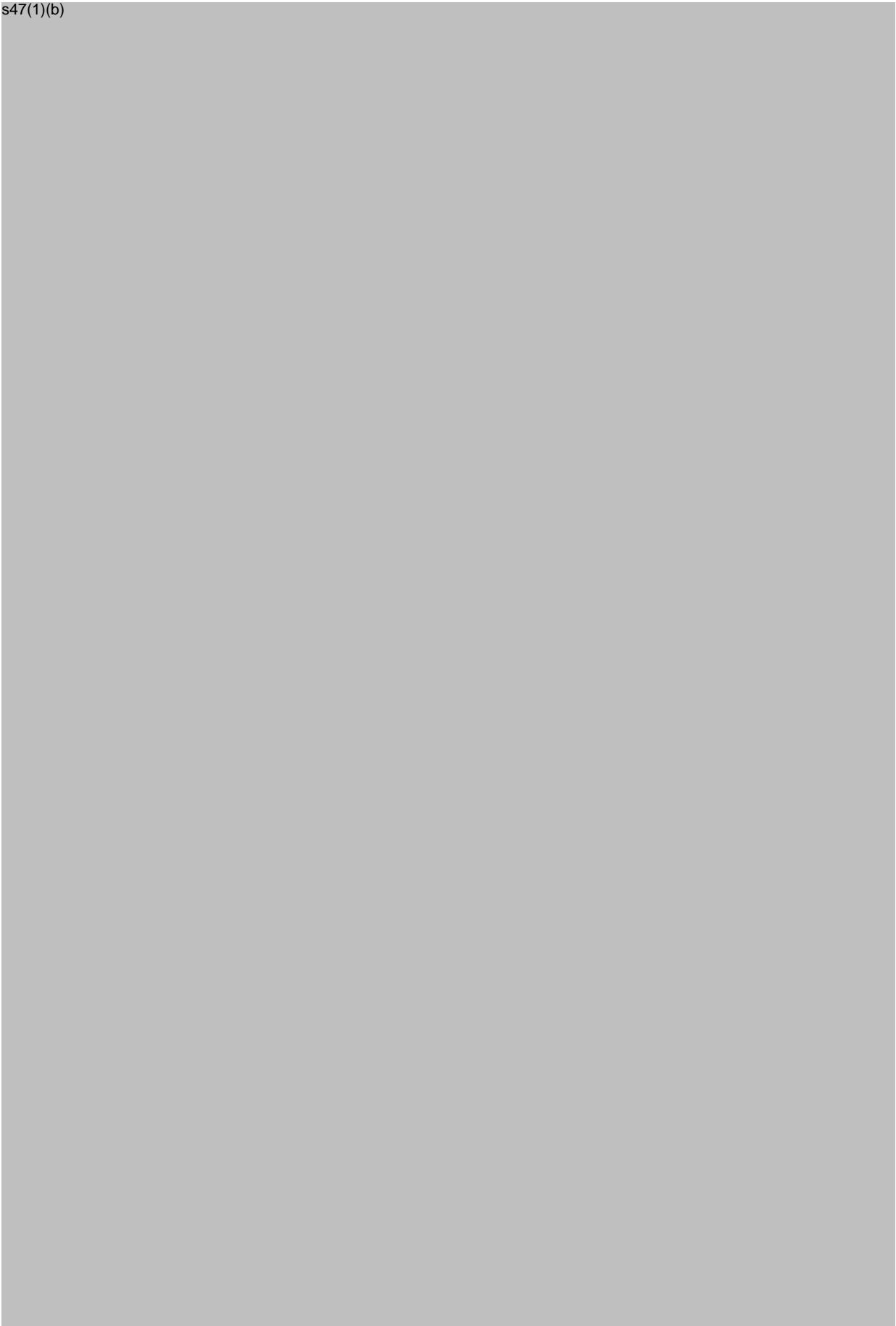
PART B – NIHRACS BUDGET

s47(1)(b)



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s47(1)(b)



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Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

s47(1)(b)



Released under the Freedom of Information Act 1902 by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

Schedule 2 - REPORTING REQUIREMENTS

1. General obligations

NIHRACS must:

- 1.1. provide all reports outlined in this Schedule 2;
- 1.2. provide all reports required by the Accrediting Body and Department (acting reasonably) and Commonwealth Governments to the authorised representative of the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts (**Authorised Representative**);
- 1.3. provide all reports in the manner and format required by the Department;
- 1.4. provide to the Department such information in relation to the Services that the Department reasonably requires including all information reasonably required to answer ministerial enquiries and parliamentary questions within the given timeframes, using the required format as directed by the Department;
- 1.5. provide all reports in accordance with the timeframes indicated in this Schedule 2, as updated from time to time, including:
 - (a) monthly reports provided within seven Business Days of the end of the period;
 - (b) quarterly reports provided within 14 Business Days of the end of the period;
 - (c) annual reports (other than the Annual Report) provided within 20 Business Days of the end of the period; and
 - (d) if no period is specified, at reasonably periodic intervals as required by the Department.;
- 1.6. ensure all information management and technology systems have the capability to provide all data reasonably required by the Department;
- 1.7. work with the Department in providing data, at least as provided by other similar Multi-Purpose services; and
- 1.8. upon request, grant permission to the Authorised Representative to access all activity data sets held centrally by NIHRACS.

2. Performance Reporting

Clinical and Corporate Governance

NIHRACS must report on the following:

- 2.1. by exception, any material deviations in compliance, and remedial action taken, annually against NIHRACS' own business continuity plan and against the current Department business continuity plan as updated from time to time;
- 2.2. compliance with and revision of NIHRACS' service delivery plan, reported annually;
- 2.3. the number of clinical staff performance reviews completed, reported annually;
- 2.4. evidence (as required by the Department) of current licensing as required by industry regulators and report on any key recommendations or areas for improvement (including in respect of any Adverse Licence Conditions).

3. Safety and Quality

NIHRACS must:

- 3.1. following identification and incident classification, report all actual incidents, both clinical and corporate to the Authorised Representative, within 24 hours of NIHRACS becoming aware of the incident;
- 3.2. within the annual report, provide a summary of NIHRACS continuous quality improvement process including any changes implemented;
- 3.3. report annually on compliance with all aspects of the Safety, Quality and Risk Management Plan including explanation of deviations from the plan; and
- 3.4. report by exception any materials in compliance, and remedial action taken, annually on all aspects of the Safety, Quality and Risk Management Plan.

4. Risk Management

NIHRACS must:

- 4.1. provide verbal reports to the Authorised Representative for high and extreme levels of clinical, corporate and occupational health and safety risks (as identified in accordance with the Safety, Quality and Risk Management Plan) on the day the risk is identified, or the day the NIHRACS becomes aware the risk has been identified, with a written report following at a reasonable timeframe (but in any event not later than the date for provision of the next Monthly Performance Report in accordance with this document); and
- 4.2. provide the formal risk register to Authorised Representative every six months

5. Key Performance Indicators and Targets

NIHRACS must:

- 5.1. provide the Department with a copy of any report relating to the Accreditation Requirements of the Facility received from the Accrediting Body or ACSQHC within 14 days of receipt of the report;
- 5.2. report on all KPIs within the required timeframe as set out in the KPI Table found at 1.4 in Part A Schedule 1;
- 5.3. provide any other reports or information reasonably required by the Department, Commonwealth, including but not limited to any future changes in clinical indicator reporting requirements; and
- 5.4. in relation to the Performance KPIs, generate reports (in a form approved by the Department) for review at relevant hospital safety and quality or clinical governance committees.

6. Reporting

NIHRACS must:

- 6.1. develop detailed reports for the Commonwealth and governance working groups that include, but are not limited to: financial performance against the agreed budget; clinical and corporate governance; and, strategy and project performance against NIHRACS's strategic priorities as defined in the NIHRACS strategic and business plan with the following minimum reporting:
 - (a) NIHRACS Finance and Performance Report (monthly) including a financial overview and functional summary
 - (b) NIHRACS Clinical and Corporate Governance Report (monthly) including:
 - NSQHS and other relevant standard conformance / accreditation
 - Continuous improvement activity

- Document Management / Governance
 - Compliments / Complaints
 - Incidents and Audits
 - Risk and Resilience
 - Committees
 - Workforce, credentialing and education
- (c) NIHRACS Activity Report (quarterly) including:
- Activity data for Community, Ambulatory and Clinical Support Service and Emergency, Inpatient and Resident Care Service Activity streams which may include but not be limited to:
 - patient appointments / episodes of care (General Practice, Specialist Services, Allied Health Services)
 - emergency department presentations
 - inpatient occasions of service / bed days
 - resident (permanent / respite) numbers / bed days
 - Medevacs and NIPTAAS
 - Key clinical / service KPIs e.g. Triage within required time frames
- (d) Strategy and Project Performance Report (quarterly) including:
- Strategic, Integrated and Business Plan progress update
 - Project Updates (where relevant)

6.2. Financial Statements

- (a) No later than four months after the end of each Financial Year, NIHRACS must provide the Authorised Representative:
- unconsolidated audited financial statements for the previous Financial Year for NIHRACS;
 - the audited financial statements for the previous Financial Year of any consolidated entity of which NIHRACS forms part;
 - upon request by the Department, copies of all documents, reports, plans, materials, certificates, notices (including any updated financial models or reports) which the NIHRACS provides to any Debt Financier.
 - Each of the documents to be provided to the Department must be accompanied by a certificate signed by the NIHRACS Manager certifying that the information provided is accurate, complete and correct in all respects.
- (b) NIHRACS must prepare (or procure the preparation of) the accounts and financial statements in compliance with law and, without limitation, in accordance with the accounting principles generally accepted in Australia and consistently applied.
- (c) Financial statements for the Operating Year must be audited.

6.3. Financial Audits

NIHRACS must provide to the Department, within 120 days of the end of each Operating Year during the Operating Term, an audit report, prepared by an independent and reputable auditor, who is a member of the Certified Practising Accountants of Australia or Institute of Chartered Accountants or National Institute of Accountants, and who has audited the financial statements for that Operating Year for the annual report.

6.4. Other Reporting

Annual Report

- (a) NIHRACS must provide to the Department an annual report on the operations of the service establishing compliance with the requirements to be agreed (the Annual Report). The Annual Report must be published within two months of receipt of the audited financial statements.
- (b) The Annual Report must cover the requirements set out in this Section, giving emphasis to the range, quality, responsiveness and appropriateness of Services delivered.
- (c) The Annual Report must report in reasonable detail as required by the Department on (among other things) the following topics:
 - role and structure of the facility;
 - reporting structure to the Department;
 - role delineation of services;
 - IM&T Systems;
 - interactions and relationships with other health and aged care service providers;
 - workforce (including Key Personnel and staff turnover);
 - teaching and training Services;
 - patient and Consumer satisfaction and complaints;
 - stakeholder engagement and communication report;
 - disability access and inclusion;
 - performance and quality indicators and targets (including performance against KPIs);
 - summary of activity and utilisation;
 - audited financial statements and audit reports for the Operating year.

6.5. General Undertakings

- (a) NIHRACS must provide the Department (within five Business Days of its receipt or sending) a copy of any notice, report, order or communication sent by or received by NIHRACS to or from or with any Authority or other person in relation to the Facility or the Services which is material to the performance of NIHRACS' obligations in respect of this agreement.
- (b) When the communication is oral, NIHRACS must pass on the substance of the communication in writing.

Schedule 3 – ARPANSA SOURCE LICENCE

Australian Government
**Australian Radiation Protection
 and Nuclear Safety Agency**



S0324

Source Licence

Under section 33 of the *Australian Radiation Protection and Nuclear Safety Act 1998*, (the Act) I, James Scott, Delegate of the CEO of ARPANSA, issue a source licence to

Department of Infrastructure, Transport, Cities and Regional Development

authorising the persons identified below to deal with the controlled apparatus described in Schedule 1 and held by Norfolk Island Health and Residential Aged Care Service (NIHRACS) subject to the following:

1. Conditions in section 35 of the Act
2. Conditions in Part 5 Division 6 of the Australian Radiation Protection and Nuclear Safety Regulations 2018 (the Regulations)
3. Practices and procedures to be followed in Part 6 of the Regulations
4. Conditions in Schedule 2 of this licence

Persons covered by this licence are the licence holder, employees of the licence holder, Commonwealth contractors, employees of Commonwealth contractors, and Permitted Persons

ISSUED at Sydney this 24th day of June, 2019

James Scott
 Delegate of the CEO of ARPANSA

This licence continues in force until cancelled or surrendered

Schedule 1

Controlled Apparatus and Controlled Material

Group ¹ & Item No	Kind of controlled apparatus
G1-9	Mammographic x-ray unit
G1-10	Conventional dental x-ray unit
G1-15	Mobile or portable medical x-ray unit
G2-10	Fixed medical x-ray unit, including a unit used for fluoroscopy, tomography and chiropractic radiography
G2-15	Controlled apparatus that produces ionising radiation not mentioned in another item of this table or in the definition of Group 1 or Group 3, dealings with which have the potential for accidental exposure likely to exceed a dose limit in sections 77 and 79 of the Regulations but unlikely to result in acute effects
	(f) Orthopantomogram (OPG) (dental panoramic x-ray unit)

¹ Group and Item as set out in section 4 of the Regulations

Schedule 2

Licence Conditions

1. The licence holder must maintain effective control of all sources authorised by this licence; this includes maintaining an accurate inventory in a form acceptable to the CEO of ARPANSA.
2. The licence holder must provide to the CEO of ARPANSA, within twenty-eight (28) days of the end of each quarter, information about compliance with the Act, the Regulations and licence conditions for the previous quarter year.
3. The licence holder must comply with relevant parts of the codes and standards applicable to the sources described in Schedule 1 of this licence. Applicable codes and standards can be found on the ARPANSA website at:

www.arpansa.gov.au/regulation-and-licensing/licensing/information-for-licence-holders/licence-conditions/applicable-codes-and-standards
4. The licence holder must, at least once every three (3) years, conduct a self-assessment against each applicable code and standard to ensure compliance.
5. The licence holder must ensure that any person who deals with sources authorised by this licence, including repair or maintenance of the sources, has received appropriate training in radiation safety and training with respect to their use or operation.

Testing of Medical/Dental X-ray apparatus

6. The licence holder must ensure that x-ray apparatus used for medical or dental purposes meets the periodic compliance testing requirements of a State or Territory in Australia.