



MEMORANDUM OF UNDERSTANDING

(Prisoner Health Services)

BETWEEN

STATE OF QUEENSLAND ACTING THROUGH QUEENSLAND HEALTH

AND

STATE OF QUEENSLAND ACTING THROUGH QUEENSLAND CORRECTIVE SERVICES

This MEMORANDUM OF UNDERSTANDING is made on the 11th day of August 2023

## BETWEEN

State of Queensland acting through Queensland Health, 33 Charlotte Street, Brisbane, in the State of Queensland (QH)

and

State of Queensland acting through Queensland Corrective Services, 69 Ann Street, Brisbane, in the State of Queensland (QCS)

## BACKGROUND

- A. QCS is responsible for the humane containment, supervision and rehabilitation of Prisoners in Custody at QCS Facilities and must establish or facilitate programs or services to support the health and wellbeing of Prisoners.
- B. QH is responsible for funding the delivery of Health Services for Prisoners through HHSs.
- C. QH and QCS wish to cooperate with each other to ensure the timely delivery of quality health services for Prisoners and the safe, secure and effective management of Prisoners.
- D. The Parties recognise that by working collaboratively they can improve the health and wellbeing of Prisoners, the life prospects of Prisoners after release and the health and wellbeing of the wider community.
- E. This MOU is intended to facilitate the efficient and effective provision of Prisoner Health Services to Prisoners in Custody at QCS Facilities. QH and QCS have also entered a separate information sharing agreement to support the arrangements for Prisoner Health Services.

## AGREED TERMS

### 1. DEFINITIONS

1.1. In this MOU the following definitions apply unless a contrary intention appears:

**Chief Executive** means the Chief Executive of Queensland Health.

**Commissioner** means the Chief Executive of Queensland Corrective Services.

**Corrective Services Facility** has the same meaning as in Schedule 4 of the CS Act.

**CS Act** means the *Corrective Services Act 2006* (Qld).

**Custody** means held in the custody of the Commissioner, in accordance with s 7(1) of the CS Act.

**Chief Superintendent** means the QCS employee who is responsible for the day to day operation of the Corrective Services Facility.

**Health Services** has the meaning in section 15 of the HHB Act.

**HHB Act** means the *Hospital and Health Boards Act 2011* (Qld).

**HHS** means a Hospital and Health Service established under the HHB Act that is listed in Schedule 1.

**Leadership Group** means the Prisoner Health and Wellbeing Leadership Group established in accordance with clause 6 of this MOU.

**MOU** means this Memorandum of Understanding.

**NUM** means Nurse Unit Manager or the person located at a Corrective Services Facility who is responsible for the day to day operation of the Prisoner Health Service.

**Office for Prisoner Health and Wellbeing** means the unit within Queensland Health responsible for state-wide leadership and coordination for Primary Health Care Services for people in QCS Custody.

**Parties** means QCS and QH.

**Personal care** means the daily support needs for Prisoners who require assistance, for example, due to age or disability including bathing, showering and dressing.

**Primary Health Care Services** means the provision of Health Services relating to general health care and includes the promotion of health, early diagnosis of disease and disability and treatment and prevention of disease. Primary Health Care Services are further described in table 2.1 of Schedule 2.

**Prisoner** has the same meaning as set out in in Schedule 4 of the CS Act.

**Prisoner Health Services** means:

- (a) Primary Health Care Services; and
- (b) Specialised Health Care Services.

**QCS** means the State of Queensland acting through Queensland Corrective Services.

**QH** means the State of Queensland acting through Queensland Health.

**QCS Facilities** means the facilities operated by QCS including but not limited to those listed in Schedule 1.

**Sentinel Event** means an adverse event that results in the death or serious harm to a patient.

**Service Agreement** means a service agreement as defined in section 16 of the *Hospital and Health Boards Act 2011* (Qld).

**Specialised Health Care Services** means Health Services other than Primary Health Care Services including, mental health services, dental, optometry, radiology, pathology,

dietary and sexual health. Specialised Health Care Services are further described in table 2.2 of Schedule 2.

1.2. In this MOU:

- (a) a reference to legislation includes subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (b) a reference to a clause means a clause to this MOU;
- (c) the index and headings are included for convenience of reference only and are not intended to affect the meaning of this MOU; and
- (d) if an expression is defined, other grammatical forms of that expression will have corresponding meanings.

1.3. If a government department or agency mentioned in this MOU ceases to exist or is reconstituted, renamed or replaced and its powers or functions are transferred to another government department or agency, a reference to the government department or agency will include that other government department or agency.

## **2. COMMENCEMENT AND TERM**

2.1. This MOU:

- (a) is not intended to create legal relations between the Parties or create legally enforceable rights and obligations; and
- (b) commences when it has been signed by all Parties and will continue indefinitely until it is terminated by the Parties.

2.2. This MOU constitutes the entire agreement of the Parties with respect to the subject matter of this MOU and supersedes all prior agreements, representations, understandings and negotiations (either written or oral) with respect to such subject matter including the MOU between QH and QCS dated 27 May 2020 and previous MOUs between QCS and HHSs .

## **3. GUIDING PRINCIPLES**

3.1. This MOU is based on mutual respect, cooperation and shared principles to support Prisoners' health and wellbeing. The Parties will work collaboratively and cooperatively to enable Prisoners to have access to the same level and standard of Health Services available to the wider community. The Parties are committed to a process of continuous improvement in the delivery of services to promote Prisoner health and wellbeing.

3.2. The Parties acknowledge that each entity operates within the constraints of its own specific legislation, obligations, professional associations and policies. The Parties will take the operational impact of each Party's policies and procedures into consideration and will work collaboratively to achieve the best outcome for, Prisoners, the community and each other.

3.3. In situations where there is a risk to the safety of Prisoners, staff members of QH, QCS or

external service providers or members of the community, the Parties agree:

- (a) that the primary consideration is ensuring the safety and security of all persons; and
- (b) that maintaining the health needs of the Prisoner and the preservation of the Prisoner's rights and dignity will be significant considerations within the overall objective of ensuring the safety and security of all persons; and
- (c) to consult each other on how best to maintain continuity of services during events or incidents.

3.4. The Parties acknowledge the continued overrepresentation of Aboriginal and Torres Strait Islander people within the criminal justice system and that health and wellbeing services provided to Aboriginal and Torres Strait Islander Prisoners should encompass mental and physical health; cultural and spiritual health; and recognise how connection to country, ancestry, family and community affect each individual.

3.5. The Parties agree that the United Nations Standard Minimum Rules for the Treatment of Prisoners (Nelson Mandela Rules) provide a strong foundation for the humane treatment of Prisoners and will work with each other to ensure adherence to these rules as far as possible. Without limiting the application of other Nelson Mandela Rules, the Parties specially acknowledge that:

- (a) Prisoners should enjoy the same standards of health care that are available in the community and should have access to necessary health care services free of charge without discrimination on the grounds of their legal status. (Rule 24(1))
- (b) Every prison shall have in place a health care service tasked with evaluating, promoting, protecting and improving the physical and mental health of prisoners, paying particular attention to prisoners with special health care needs or with issues that hamper their rehabilitation. (Rule 25(1))
- (c) The health care service shall prepare and maintain accurate, up-to-date and confidential individual medical files on all prisoners, and all prisoners should be granted access to their files upon request. (Rule 26(1))
- (d) All prisons shall ensure prompt access to medical attention in urgent cases. Prisoners who require specialised treatment or surgery shall be transferred to specialised institutions or to civil hospitals. Where a prison service has its own hospital facilities, they shall be adequately staffed and equipped to provide prisoners referred to them with appropriate treatment and care. (Rule 27(1))
- (e) Clinical decision may only be taken by the responsible health care professionals and may not be overruled or ignored by non-medical staff. (Rule 27(2))
- (f) In women's prisons, there shall be special accommodation for all necessary prenatal and post-natal care and treatment. Arrangements shall be made wherever practical for children to be born in a hospital outside the prison. If a child is born in prison, this fact shall not be mentioned in the birth certificate. (Rule 28)

- (g) A physician or other qualified health-care professional, whether or not they are required to report to the physician, shall see, talk with and examine every prisoner as soon as possible following his or her admission and thereafter as necessary. (Rule 30)
  - (h) The physician or, where applicable, other qualified health-care professionals shall have daily access to all sick prisoners, all prisoners who complain of their physical or mental health issues or injury and any prisoner to whom their attention is specially directed. All medical examinations shall be undertaken in full confidentiality. (Rule 31)
- 3.6. The Parties recognise the United Nations Rules for the Treatment of Women Prisoners and Non-custodial Measures for Women Offenders (the Bangkok Rules) which provide for the specific needs of women Prisoners and supplements the Nelson Mandela Rules will work with each other to ensure adherence to these rules as far as possible.
- 3.7. The Parties also recognise the *Human Rights Act 2019* which seeks to protect and promote human rights of all individuals in Queensland. Without limiting other rights, the Parties specifically acknowledge the right to:
- (a) protection from torture and cruel, inhuman or degrading treatment (s 17)
  - (b) humane treatment when deprived of liberty (s 30)
  - (c) health services without discrimination and that a person must not be refused emergency medical treatment that is immediately necessary to save the person's life or to prevent serious impairment to the person (s 37)

#### **4. QH RESPONSIBILITIES**

- 4.1. Schedule 1 sets out which HHS is responsible for delivery of particular Prisoner Health Services in respect of Prisoners in Custody at each QCS Facility. Prisoner Health Services will be provided by the relevant HHS up to and including the HHS's clinical capability.
- 4.2. QH and QCS will adopt a shared management approach for Prisoners with disability, aged care needs or palliative care needs to ensure their needs are appropriately managed while in a Corrective Services Facility.
- 4.3. QH is responsible for funding and coordinating the provision of the Prisoner Health Services for Prisoners in Custody at the QCS Facilities by the relevant HHS listed in Schedule 1. The relevant HHS is responsible for:
- (a) directly providing Primary Health Care Services to Prisoners in Custody at the relevant QCS Facility;
  - (b) coordinating the provision of Specialised Health Care Services to Prisoners in Custody at the relevant QCS Facility;
  - (c) providing the equipment, consumables and utilities listed in Tables 2.3 and 2.4 of Schedule 2 for the purpose of providing the Prisoner Health Services;
  - (d) providing incident reports to the Chief Superintendent of the relevant QCS Facility;

- (e) providing service performance reports and information to the Office for Prisoner Health and Wellbeing;
- 4.4. Primary Health Care Services will be provided within the staffing hours specified in Schedule 1. Each HHS will provide a sufficient number of appropriately trained and qualified staff to provide the Prisoner Health Services within the staffing hours.
- 4.5. Primary Health Care Services provided will include emergency treatment up to the capacity of the service and skill of staff during staffed hours (refer to Schedule 1). Outside of these hours, emergency treatment will be provided by the relevant HHS.
- 4.6. HHS staff will only request that a Prisoner be transferred outside of the QCS Facility where it is clinically necessary for the provision of Health Services. Where appropriate and available, telehealth services will be used to avoid the need to transfer a Prisoner. Access to some highly specialised diagnostic and treatment services may require transportation of a Prisoner to other hospitals outside the area of the relevant HHS. QCS will arrange transportation of the Prisoner in those situations.
- 4.7. HHS staff will secure, monitor and notify the Chief Superintendent of the Corrective Services Facility as soon as reasonably practicable when medical equipment, medications (including controlled and restricted drugs of dependence), needles and syringes, are identified as missing, to ensure that an accurate assessment and risk mitigation action can be undertaken to maintain security and the good order of the QCS Facility.
- 4.8. In the event of a medical emergency, HHS staff will provide emergency first aid to QCS staff and/or any personal or professional visitors who may be affected.
- 4.9. The relevant HHS will be responsible for liability arising in relation to delivery of Prisoner Health Services and the acts or omissions of HHS staff, except to the extent that QCS staff caused or contributed to the incident.
- 4.10. Children who have not yet commenced school may reside with female prisoners in a Corrective Services Facility. The relevant HHSs will provide child Health Services to those children in Corrective Services Facilities, consistent with Primary Health Care Services available to children in the community. Prisoner Health Services will assist the mother and QCS in responding to first aid and health emergencies involving children at the Corrective Services Facility.

## **5. QCS RESPONSIBILITIES**

- 5.1. QCS is responsible for facilitating the provision of Prisoner Health Services under this MOU by fulfilling the obligations set out in Schedule 3.
- 5.2. QCS and QH will adopt a shared management approach for Prisoners with disability, aged care needs or palliative care needs to ensure their needs are appropriately managed while in a Corrective Services Facility.
- 5.3. QCS will:
  - (a) ensure an adequate number of appropriately trained custodial staff are engaged to

ensure the safety and security of the health centre and satellite operations (such as medication rounds or clinics outside the health centre), as well as QCS' general safety and security obligations;

(b) provide the facilities, equipment and consumables specified in Schedule 3.

5.4. QCS will be responsible for liability arising in relation to custody and security incidents in QCS Facilities, transfers to and from QCS Facilities and the acts or omissions of QCS staff and services, except to the extent that QH or HHS staff caused or contributed to the incident.

## **6. GOVERNANCE**

6.1. The Prisoner Health and Wellbeing Leadership Group (Leadership Group), that includes senior representatives from QH, HHSs and QCS (including representatives from regional operations), will work cooperatively with representatives as equal partners, on statewide policies and processes to improve the efficiency, effectiveness, and access to health services for Prisoners. This includes working together to resolve complex policy issues where there may be multi agency responsibility (for example disability, aged care and personal care).

6.2. Within the Leadership Group the Parties agree to share performance information from across the health and corrections system with the aim of improving service delivery.

6.3. The Parties will each establish consultation mechanisms to assist the Leadership Group to discharge its duties.

6.4. As a contribution to the smooth operation of each QCS Facility and to ensure that prisoner health and wellbeing matters are considered in operational planning, a representative nominated by the relevant HHS Chief Executive is to be a member of the QCS Facility Management Team. Attendance by the nominated HHS representative at QCS Facility Management Team sessions will be prioritised.

6.5. The local forum noted in 6.4 will provide the initial point for consultation on changes to operations from either agency, which may impact on the business of the other agency. For example, any consideration of changes to the structured day or clinic operating hours, should be raised in this group before any planning on implementation commences.

## **7. TRAINING**

7.1. The NUM and the Chief Superintendent for each Corrective Services Facility will collaborate to maintain a training program to build knowledge and skills of staff and rapport between correctional and health service staff. This program must include training on the application of the *Human Rights Act 2019* in Corrective Services Facilities and health related issues relevant within prisoner populations such as suicide and self-harm, mental health, problematic drug and alcohol use and treatment and preventing the spread of infectious diseases. This can include leveraging existing training programs.

7.2. QCS will provide:



- (a) an induction program to orient HHS staff to the prison environment; and
  - (b) training in the use of safety and security equipment to HHS staff.
- 7.3. HHS staff will participate in contingency training and exercises, the timetabling for which is to be settled by QCS in consultation with the NUM to minimise impact on delivery of Primary Health Care Services.
- 7.4. HHS will provide relevant QCS staff with access to training opportunities on contemporary approaches to healthcare available as per the HHS training schedule.

## **8. COMPLAINTS MANAGEMENT**

- 8.1. This clause applies if a Party receives a complaint about the conduct of the other Party or a HHS in relation to the performance of obligations under this MOU.
- 8.2. The Parties agree to work cooperatively to resolve complaints as quickly as possible and at the lowest level appropriate to the nature of the complaint, in line with existing agency policies and processes.
- 8.3. Where complaints cannot be resolved locally, complaints made in relation to a HHS or its staff members are to be sent to the Chief Executive of the relevant HHS and will be the responsibility of the HHS.
- 8.4. Where complaints cannot be resolved locally, complaints made in relation to QCS or a QCS staff member are to be sent to the Deputy Commissioner, Custodial Operations and will be the responsibility of QCS.
- 8.5. This clause does not limit the option for staff to report misconduct to any other relevant body or to seek protection from reprisals under the *Public Interest Disclosure Act 2010* (Qld).
- 8.6. This clause does not preclude anyone (staff, prisoners or relatives) from making a complaint to any other body.

## **9. INVESTIGATIONS – SENTINEL EVENTS AND NEAR MISSES**

- 9.1. The Parties acknowledge that each has a legislative responsibility to conduct investigations following Sentinel Events or near misses.
- 9.2. The Parties acknowledge that each will need to conduct independent investigations as required by legislation.
- 9.3. The Parties will collaborate, including referring matters where lawful and practicable, to avoid duplication of effort and to draw upon each other's expertise.
- 9.4. The Parties will provide relevant information to enable the other party to discharge its investigation responsibilities in accordance with each Party's confidentiality and privacy obligations.
- 9.5. Where lawful and practicable, the Parties agree to:

- (a) provide to each other a draft copy of any report that refers to the other Party's responsibilities providing at least 10 working days to consider and comment upon the accuracy of the draft report; and
  - (b) give due consideration to the comments provided on the draft report and will give to the other Party a written response to any written comment before finalising the report.
- 9.6. Where lawful and practicable, the Parties will work collaboratively in considering any lessons learned from the investigations referred to in this clause.
- 9.7. The Parties agree to establishing collaborative mechanisms and processes to support systemwide investigations and root cause analyses.
- 9.8. This clause does not limit the option for staff to report misconduct to any other relevant body or to seek protection from reprisals under the *Public Interest Disclosure Act 2010* (Qld).
- 9.9. This clause does not preclude anyone (staff, prisoners or relatives) from referring sentinel events or near misses to any other relevant body.

## **10. VARIATION AND REVIEW**

- 10.1. This MOU may be varied by agreement between the Parties in writing. Any proposed alterations shall be raised and addressed through the Chief Executive and the Commissioner.
- 10.2. The Parties agree to review the operation and outcomes of this MOU every three years, or at such other time as agreed in writing between the Parties, to determine whether any processes can be improved.

## **11. TERMINATION**

- 11.1. Either Party may terminate this MOU by giving the other party 28 days written notice.
- 11.2. If this MOU is terminated, the Parties agree to provide all reasonable assistance and cooperation necessary to ensure a smooth transition to a new working arrangement.

## **12. PRIVACY AND CONFIDENTIALITY**

- 12.1. The Parties may have access to personal or confidential information in order to fulfil their obligations under this MOU. Under the *Information Privacy Act 2009* QH is a health agency and QCS is an agency. The Parties must comply with their obligations under that Act and any other legislative confidentiality obligations.
- 12.2. QH must also comply with legislative obligations in respect of confidential information as outlined in Part 7 of the HHB Act. A separate information sharing agreement between the Parties deals with confidential information in more detail.

## **13. DISPUTE RESOLUTION**

- 13.1. The Parties agree to settle any dispute arising in connection with this MOU in good faith by negotiation or mediation.

13.2. The Parties will use their best endeavours to resolve disputes at the Corrective Services Facility in the first instance.

13.3. The Parties agree that if a dispute is unable to be resolved at the Corrective Services Facility, or has system wide policy implications, the dispute will be referred to the Leadership Group for resolution.

13.4. The Parties will, during the time when the Parties attempt to resolve the matter, continue to comply with this MOU.

#### **14. NOTICES**

14.1. Any notice or communication given under this MOU may be delivered to the other Party by way of:

- (a) registered post;
- (b) ordinary prepaid post; or
- (c) by email.

14.2. A notice or other communication given under or about this MOU is taken to be received:

- (a) if delivered personally, on the Business Day it is delivered;
- (b) if sent by registered post, the date the Notice is signed for;
- (c) if sent by ordinary post, six Business Days after posting;
- (d) if sent by email, on the date recorded on the device from which the Party sent the email, unless the sending Party receives an automated message that the email has not been delivered.

## EXECUTION

Signed by the parties on the dates set out below.

**SIGNED** for and on behalf of the State of Queensland

acting through Queensland Health (**Queensland Health**)

**SIGNED**

by

a duly authorised person:

Shaun Drummond

Director-General

13/07/2023

**SIGNED** for and on behalf of the State of Queensland

acting through Queensland Corrective Services

(**Queensland Corrective Services**)

**SIGNED**

by

a duly authorised person:

Paul Stewart

Commissioner

11/08/2023

### QCS Facility – Health service current hours of operation provision responsibility

Corrective Services Facility	Primary Health Service Provider	Primary Health Service (Minimum staffed hours)	Emergency Treatment HHS	Specialist Outpatient HHS	In-patient services HHS	Oral Health HHS	Specialist Mental Health HHS
Arthur Gorrie Correctional Centre	West Moreton HHS	7 days per week 24 hours per day	Metro South – Princess Alexandra	Metro South – Princess Alexandra	Metro South – Princess Alexandra	West Moreton	West Moreton
Borallon Training and Correctional Centre	West Moreton HHS	7 days per week 15 hours per day	Metro South – Princess Alexandra	West Moreton	Metro South – Princess Alexandra	West Moreton	West Moreton
Brisbane Correctional Centre	West Moreton HHS	7 days per week 24 hours per day	Metro South – Princess Alexandra	West Moreton	Metro South – Princess Alexandra	West Moreton	West Moreton
Brisbane Women's Correctional Centre	West Moreton HSS	7 days per week 15 hours per day	Metro South – Princess Alexandra	West Moreton	Metro South – Princess Alexandra	West Moreton	West Moreton
Capricornia Correctional Centre	Central Qld HHS	7 days per week 24 hours per day	Central Qld	Central Qld	Central Qld	Central Qld	Central Qld
Helena Jones Correctional Centre	West Moreton HHS	2 days per week 8 hours per day	Metro North – RBWH	West Moreton	West Moreton	West Moreton	West Moreton
Lotus Glen Correctional Centre	Cairns and Hinterland HHS	7 days per week 24 hours per day	Cairns and Hinterland – Mareeba/ Cairns	Cairns and Hinterland	Cairns and Hinterland	Cairns and Hinterland	Cairns and Hinterland
Maryborough Correctional Centre	Wide Bay HHS	7 days per week 24 hours per day	Wide Bay – Maryborough and Hervey Bay	Wide Bay	Wide Bay	Wide Bay	Wide Bay

<b>Corrective Services Facility</b>	<b>Primary Health Service Provider</b>	<b>Primary Health Service (Minimum staffed hours)</b>	<b>Emergency Treatment HHS</b>	<b>Specialist Outpatient HHS</b>	<b>In-patient services HHS</b>	<b>Oral Health HHS</b>	<b>Specialist Mental Health HHS</b>
Numinbah Correctional Centre	Gold Coast HHS	7 days per week 10 hours per day	Gold Coast – Robina Hospital	Gold Coast	Metro South – Princess Alexandra	Gold Coast	West Moreton
Palen Creek Correctional Centre	Metro South HHS	7 days per week 10 hours per day	Metro South – Beaudesert	Metro South	Metro South – Princess Alexandra	Metro South	West Moreton
Princess Alexandra Hospital Secure Unit	Metro South HHS	7 days per week 24 hours per day	Metro South – Princess Alexandra	Metro South	Metro South – Princess Alexandra	Metro South	Metro South
Southern Queensland Correctional Centre	West Moreton HHS	7 days per week 24 hours per day	Metro South – Princess Alexandra	West Moreton	Metro South – Princess Alexandra	West Moreton	West Moreton
Southern Queensland Correctional Centre Stage 2 (yet to be operational)	West Moreton HHS	7 days per week Hours TBD	Metro South – Princess Alexandra	West Moreton	Metro South – Princess Alexandra	West Moreton	West Moreton
Townsville Men’s Correctional Centre	Townsville HHS	7 days per week 24 hours per day	Townsville	Townsville	Townsville	Townsville	Townsville
Townsville Women’s Correctional Centre	Townsville HHS	7 days per week 12 hours per day	Townsville	Townsville	Townsville	Townsville	Townsville
Wolston Correctional Centre	West Moreton HHS	7 days per week 15 hours per day	Metro South – Princess Alexandra	West Moreton	Metro South – Princess Alexandra	West Moreton	West Moreton
Woodford Correctional Centre	Metro North HHS	7 days per week 24 hours per day <sup>1</sup>	Metro North - Caboolture	Metro North	Metro South – Princess Alexandra	Metro North	West Moreton

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<sup>1</sup> Note: schedule amended by agreement between Director, Office for Prisoner Health and Wellbeing, Queensland Health and Assistant Commissioner, Queensland Corrective Services on 24 June 2020 to reflect current hours of operation.

## Queensland Health Responsibilities

### 2.1 Primary Health Care Services

Item	Service	Inclusions (not exhaustive)
1	Screening & Assessment	Initial assessment of immediate physical and mental health needs on reception prior to being moved to the accommodation area. Comprehensive health needs assessment and planning including screening for chronic diseases, communicable diseases, vaccination status and mental health needs.
2	Clinical Consultations	Health assessment, diagnosis, and treatment of emergent conditions, including primary mental health services. This item includes the provision of health assessments of each Prisoner on a Maximum Security Order or Safety Order, in accordance with sections 57 and 64 of the <i>Corrective Services Act 2006</i> .
3	Diagnostic	The ordering and provision of diagnostic tests including but not limited to imaging services such as x-ray and pathology services.
4	Medication Management	Prescribing, dispensing, supplying, and administration of prescribed medications in accordance with legislative requirements. Includes Opioid Substitution Treatment and other medications prescribed by registered health practitioners. Includes mechanisms to access PRN medications 24 hours per day.
5	Care and Treatment (Individual and Corrective Services Facility population)	Short and long-term health observations and treatments. Includes chronic disease management, blood pressure monitoring, blood glucose monitoring and immunisations. Includes communicable disease prevention and treatment activities, notifications, and outbreak management.
6	Referral and Liaison	Referral and liaison with specialist health services as necessary. This may include referral and liaison with other HHSs and providing the required service. Includes liaison with relevant QCS staff for Prisoner's safety, including prisoners at-risk of self-harm.
7	Health Education	Health education with the aim of enabling Prisoners to self-manage their health whilst in prison and in preparation for discharge. QH to facilitate access to training for QCS in accordance with clause 7 of this MOU.
8	Therapy	Includes physiotherapy, occupational therapy and podiatry services as prescribed by a health practitioner.



## 2.2 Specialised Health Services

Item	Services	Inclusions (not exhaustive)
1	Emergency health	Emergency department access where a Prisoner's health care needs cannot be met by primary health care services includes transportation by Qld Ambulance Services when necessary.
2	Oral health	Emergency and general dental services including the provision of prosthetics.
3	Specialist mental health	Specialist assessment and treatment services including liaison with QCS psychological services.
4	Specialist outpatient	Provision of specialist outpatient services having regard to the established clinical prioritisation criteria.
5	In-patient hospital	Hospital in-patient care and treatment services.
6	Optometry	Bi-annual vision checks and other optical health care as clinically required.
7	Maternity and neonatal services	In hospital and centre-based maternity and neonatal services.
8	Child health – for children accommodated with female prisoners in women's Corrective Services Facilities	Health assessments (surveillance and screening); growth and development checks; early feeding support; nutritional information and ongoing infant/child feeding support; immunisations; parenting support (seminars, groups and individual interventions).

### 2.3 Equipment and clinical consumables

Item	Type	Inclusions (not exhaustive)
1	Health centre office equipment and stationary	Office chairs, desks, kitchen tables, refrigerators, white boards – includes maintenance and replacement.
2	Clinical equipment	Dental chair, stryker trolley, defibrillator and x-ray machine (in the health centre), includes maintenance and replacement
3	Clinical consumables	Dressings, blood test strips, gloves, urine test strips, first aid and blood spill kits (in the health centre), medical oxygen (including cylinders and accessories).
4	Pharmaceuticals	Prescribed medications for Prisoners, vaccines, non-prescription medications such as paracetamol, ibuprofen and antacids.
5	Information technology	Computers, printers, photocopiers, telephone handsets. Access to the Queensland Health network and applications, telehealth infrastructure, help desk functions for Queensland Health systems, applications and network issues.
6	Medical Aides	Includes items available from the Medical Aides Subsidy Scheme and spectacles for those not able to provide their own.
7	Sharps and medical waste disposal	QH to arrange for sharps and medical waste to be removed from Corrective Services Facilities.
8	Courier services	QH to arrange courier services for medical reports/ ordering of consumables/ testing etc.
9	Infrastructure modifications/improvements	QH may elect to fully fund or contribute funds towards QCS approved modifications.

## 2.4 In-patient services & equipment (includes Princess Alexandra Hospital Secure Unit)

Item	Type	Inclusions (not exhaustive)
1	Maintenance & replacement	General maintenance and building replacement.
2	Utilities	Electricity, water, gas and internet of sufficient bandwidth for QCS staff to access the QCS network
3	Clinical equipment	Supply and maintenance of clinical equipment to meet the health needs of Prisoners includes maintenance and replacement.
4	Clinical consumables	Dressings, first aid and blood spill kits, gloves throughout the facility
5	Pharmaceuticals	Prescribing, dispensing, supplying, and administration of prescribed medications in accordance with legislative requirements. Includes Opioid Substitution Treatment and other medications prescribed by registered treating physicians.
6	Cleaning and rubbish	General cleaning and rubbish removal including sanitary bins.
7	Cleaning equipment	Mops, buckets and vacuum cleaners, hand washing liquid, sanitizer and other general cleaning supplies
8	Meals	Meals for Prisoners and custodial staff whilst on the hospital campus

## QCS Responsibilities

QCS will provide the services, facilities, equipment and consumables outlined below.

### 3.1 Services

Item	Service	Content
1	Cleaning and rubbish*	General office cleaning and rubbish removal including sanitary bins. Cleaning services and rubbish removal as identified in the QCS procedure "Domestic/Cleaning Staff".
2	Maintenance*	General maintenance of the health centre including pest control.
3	Security	Security services to ensure the safety of health staff within the Corrective Services Facility including within and outside the health centre. Includes custodial services outside the Corrective Services Facility e.g. in hospitals.
4	Transportation	Transportation of Prisoners to and from scheduled and non-emergency health appointments outside the Corrective Services Facility.
5	Training	Induction program to orient health staff to the prison environment and in the use of safety and security equipment and contingency arrangements and exercises. QCS to facilitate access to training for QH in accordance with clause 7 of this MOU.
6	Referral and Liaison	Referral and liaison with health services as necessary to ensure the health, safety and wellbeing of Prisoners in custody including in preparation for Prisoner transfer to other Corrective Services Facility or release. Includes referral and liaison with mental health services, Safety Order and Maximum Security Order assessment referrals and liaison with Queensland Ambulance Services.
7	Prisoner movements	Facilitate the movement of Prisoners within the Corrective Services Facility including for health and well-being assessment, care and treatment.
8	Meals	Provision of meals for health staff as for correctional officers

\*does not include Princess Alexandra Hospital Secure Unit

### 3.2 Facilities

Item	Type	Inclusions (not exhaustive)
1	Health centre	In consultation with QH, provide sufficient and appropriate space, where reasonably practicable, in which to deliver health services that enables confidential Prisoner consultations, storage of records and equipment and accommodation of diagnostic equipment to enable the safe and efficient delivery of health services outlined in Schedule 2.1 and 2.2 with the aim of meeting contemporary clinical standards.
2	Fittings and Fixtures	QCS is the asset owner and responsible for maintaining the built infrastructure in a safe and secure manner.  QCS will maintain the building, services and fitout and is to approve any proposed changes to the built environment.  (Excludes PAH Secure Unit)
3	Security equipment	Duress alarms, surveillance equipment and radios.

### 3.3 Equipment and consumables (excludes Princess Alexandra Hospital Secure Unit)

Item	Type	Inclusions (not exhaustive)
1	Utilities	Energy, water and waste water services appropriate for the built environment with utility running costs borne by QCS.
2	Cleaning equipment	Mops, buckets and vacuum cleaners, hand washing liquid, sanitizer and other general cleaning supplies
3	Prisoner personal consumables	Feminine hygiene products
4	Clinical consumables	First aid and blood spill kits, gloves throughout the correctional facility (excluding the health centre)
5	Medical oxygen	Medical oxygen lines and safe storage areas for oxygen cylinders to be supplied and maintained where required.
6	Drug testing equipment	Drug testing equipment for detecting contraband and illicit drug use (includes maintenance and replacement). Consumables such as testing strips.
7	Telephones	Telephone handsets outside the health centres/clinics
8	Personal equipment*	Lanyards or like secure keys to belts, clear work bags to transport allowable personal and work items for health staff.
9	Communications	Communications infrastructure of sufficient capacity to support QH provisioned networks and telehealth services.

\*including at Princess Alexandra Hospital Secure Unit