

## **INFORMATION SHARING AGREEMENT**

Confidential information sharing under the *Hospital and Health Boards Act 2011* (Qld) and *Corrective Services Act 2006* (Qld)

*Between*

**The State of Queensland acting through  
Queensland Health**

*and*

**The State of Queensland acting through  
Queensland Corrective Services**

**THIS AGREEMENT IS MADE**

**BETWEEN:** The State of Queensland acting through Queensland Health, 33 Charlotte Street, Brisbane, Queensland (**QH**)

**AND:** The State of Queensland acting through Queensland Corrective Services, 69 Ann Street, Brisbane, Queensland (**QCS**)

**BACKGROUND**

- A. QH and QCS acknowledge their roles and responsibilities regarding **shared clients**:
- Relevant **Hospital and Health Services** deliver **health services** to **prisoners** in **corrective services facilities**; and
  - QCS is responsible for the humane containment, supervision and rehabilitation of **prisoners**.
- B. QH and QCS wish to work in full cooperation to ensure the safe, secure and effective supervision and management of **shared clients** and ensure the provision of client focused **health services**, through a collaborative approach which allows the parties to fulfill their respective functions.
- C. This agreement is intended to facilitate the sharing of relevant **confidential information** between QH and QCS, to enable:
- a. the timely delivery of quality **health services** to **shared clients**;
  - b. the safe, secure and effective supervision and management of **shared clients**; and
  - c. to ensure the safety of all persons within **corrective services facilities**.
- D. The **operating guidelines** supporting this agreement provide practical guidance and examples to assist the parties to make the best decisions regarding **information sharing**, in the interests of **shared clients**.
- E. QH and QCS have also entered into a Memorandum of Understanding for Prisoner Health Services for the efficient and effective provision of **health services** to **shared clients**.

## THE PARTIES AGREE AS FOLLOWS:

### 1. KEY TERMS AND DEFINITIONS

#### 1.1 Abbreviations

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

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

**IP Act** means the *Information Privacy Act 2009* (Qld)

**HR Act** means the *Human Rights Act 2019* (Qld)

**QCS** means Queensland Corrective Services: the department responsible for community safety and crime prevention through the humane containment, supervision and rehabilitation of **prisoners** and offenders under the **CS Act**

**QH** means **Queensland Health**: the department responsible for the overall management of the public sector health system, as well as the **Hospital and Health Services** that provide public sector **health services** under the **HHB Act**

#### 1.2 Key terms

The following definitions for key terms apply, when written in **bold italics**, unless a contrary intention appears:

**Commissioner** means the Chief Executive of QCS

**confidential information**, when used without a prefix of 'QH' or 'QCS', is a collective reference to **QCS confidential information** and **QH confidential information**.

**Director-General** means the Chief Executive of QH

**information sharing** means the disclosure of **confidential information** about a **shared client**, between QH and QCS, and includes information provided orally, in writing, and in any other format

**operating guidelines** means the guidelines that are used by QH and QCS employees to operationalise and implement this agreement

**prisoner** has the same meaning as in schedule 4 of the **CS Act**, except that for the purposes of this agreement, it does not include a person who is released on parole or is detained in an authorised mental health service as a classified patient under the *Mental Health Act 2016* but does include a person who is in the **custody** of QCS pending transport for detention in a corrective services facility

**Shared client** means a **prisoner** who is also receiving **health services** provided by QH

### 1.3 Terms defined under legislation

The following terms have the same meaning as defined in the relevant legislation.

Under the **CS Act**:

**corrective services facilities**, see schedule 4, noting this does not include **community corrective services**

**community corrective services**, see schedule 4

**custody** means held in the **custody** of the **Commissioner** of QCS, see section 7

**informed person**, see section 341(1)

**QCS confidential information**, see section 341

Under the **HHB Act**:

**designated person**, see section 139A

**health service**, see section 15

**Hospital and Health Service**, see section 17

**QH confidential information**, see section 139

Under the **IP Act**:

**personal information**, see section 12

### 1.4 In this agreement:

- (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 in this agreement;
- (c) the headings are included for convenience of reference only and are not intended to affect the meaning of this agreement;
- (d) any example used is for guidance only and is not intended to limit the operation of the clause; and
- (e) if an expression is defined, other grammatical forms of that expression will have corresponding meanings.

- 1.5 If a government department or agency mentioned in this agreement 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 DURATION

- 2.1 This agreement will commence on the date it is prescribed in the *Hospital and Health Boards Regulation 2012* (Qld) and continue in force until this Regulation is repealed, or until this agreement is varied or terminated.

## 3. PURPOSE OF THIS AGREEMENT

- 3.1 QH and QCS intend that this agreement:

- (a) facilitates **information sharing** between QH and QCS where it is necessary to ensure the health or safety of the **shared client** or another person and consent cannot be obtained or it is not practicable to request it, and other legislative avenues for sharing the information have not enabled disclosure or do not apply in the circumstances;
- (b) enables both QH and QCS to undertake their respective roles and responsibilities to facilitate coordinated **health services** for **shared clients** and to support best practice, client focused services, improving outcomes and safety for **shared clients**;
- (c) is made in accordance with the requirements of section 151(1)(b) of the **HHB Act** which allows QH to share **confidential information** with QCS without consent where it is considered by the **Director-General** to be in the public interest;
- (d) clarifies what information QCS can share with QH under section 341(3)(a) of the **CS Act**; and
- (e) is not legally binding on the parties.

- 3.2 This agreement sets out the circumstances in which:

- (a) a **designated person** may share relevant **QH confidential information** with QCS under section 151(1)(b) of the **HHB Act**; and
- (b) an **informed person** may share relevant **QCS confidential information** with QH under this agreement as per section 341(3)(a) of the **CS Act**.

- 3.3 This agreement does not prevent **information sharing** authorised under other provisions in the **HHB Act** or the **CS Act**.

- 3.4 The parties acknowledge that the arrangements under this agreement are subject to the provisions of the **HR Act** and agree to discharge their roles and responsibilities under this agreement in a manner that is compatible with human rights as prescribed under section 8 of the **HR Act**, and consistent with the obligations of public entities under Part 3, Division 4 of the **HR Act**.

#### 4. OPERATING GUIDELINES

- 4.1 This agreement should be read in conjunction with the **operating guidelines** that provide detailed guidance (but do not limit) **information sharing** processes for **shared clients**.
- 4.2 The **operating guidelines** may be amended at any time by the written agreement of the parties.

#### 5. INFORMATION SHARING

##### 5.1 Information sharing with consent is preferred

- (a) **Information sharing** between QH and QCS should, wherever practicable, be with the consent of the **shared client** pursuant to section 144 of the **HHB Act** or with the authorisation of the **shared client** pursuant to section 341 of the **CS Act**.
- (b) If a **shared client** has impaired capacity, the preferred position in relation to **information sharing** is in accordance with the supported decision-making regimes established under the *Guardianship and Administration Act 2000 (Qld)*, the *Public Guardian Act 2014 (Qld)* and the *Powers of Attorney Act 1998 (Qld)*.
- (c) QH and QCS recognise that there will be situations where consent to share relevant **confidential information** about a **shared client** cannot be obtained or it is not practicable to seek consent to disclose that information, and **information sharing** is reasonably required to facilitate the safe, secure and effective supervision and management and/or the provision of client focused **health services** for the **shared client** by the parties or to ensure the safety of persons within **corrective services facilities**.

##### 5.2 Information sharing without consent – QH to QCS

- (a) Where **information sharing** is reasonably required to facilitate safe, secure and effective supervision and management of **shared clients** and/or to provide client focused **health services**, QH may share relevant **QH confidential information** about a **shared client** with QCS, including but not limited to:
- (i) identifying information;
  - (ii) history of treatment and presentations to **health services**;
  - (iii) physical health;
  - (iv) mental health;
  - (v) risks including self-harm and suicide concerns;
  - (vi) treatment and care;
  - (vii) transition and planning;

- (viii) other issues or considerations relating to their management, treatment and care.
- (b) If it is not clear whether **QH confidential information** may be shared with QCS, a **designated person** should refer to the **operating guidelines** or seek legal advice.

### 5.3 Information sharing without consent – QCS to QH

- (a) Where **information sharing** is reasonably required to facilitate safe, secure and effective supervision and management of **shared clients** and/or to enable provision of client focused **health services**, QCS may share **QCS confidential information** about a **shared client** with QH, under this agreement pursuant to section 341(3)(a) of the **CS Act**.
- (b) For example, QCS may share **confidential information** with QH under section 341(3)(a) of the **CS Act** for the purpose of facilitating **health services** or to help rehabilitate **prisoners**.
- (c) The categories of **QCS confidential information** which may be shared by QCS with QH include but are not limited to the following:
  - (i) identifying information;
  - (ii) management information including movements, transfers, observations and accommodation;
  - (iii) events including stressors, assaults and experiences;
  - (iv) justice information including court, offence and sentence details;
  - (v) physical health;
  - (vi) mental health;
  - (vii) risks including violence, escape, self-harm and suicide; and
  - (viii) other issues or considerations relating to their management, treatment and care.
- (d) If it is not clear whether **QCS confidential information** may be shared with QH, an **informed person** should refer to the **operating guidelines** or seek legal advice.

### 5.4 Information sharing or use not authorised by this agreement

QH and QCS acknowledge that this agreement does not permit sharing of some types of information including the following:

- (a) information relating to persons who are not **shared clients**;
- (b) information that must not be disclosed under another law;

- (c) information intended to inform the Parole Board Queensland which may be disclosed in accordance with the Queensland Health and Parole Board Queensland Confidential Information Disclosure Agreement;
- (d) information intended to inform an investigation into an incident or death in **custody** which, where lawful and practicable, may be disclosed under the Memorandum of Understanding (Prisoner Health Services Agreement) between Queensland Health and Queensland Corrective Services and
- (e) information intended for disciplinary purposes against **shared clients**.

## 6. QH CONFIDENTIAL INFORMATION

6.1 QH and QCS acknowledge that:

- (a) **designated persons** must comply with Part 7 of the **HHB Act** when disclosing **QH confidential information**; and
- (b) QH must comply with Chapter 2, Parts 2 and 3 of the **IP Act**, including the National Privacy Principles, when collecting, storing, using or, where not governed by another Act, disclosing **personal information**.

6.2 QH and QCS acknowledge that this agreement does not permit **designated persons** or QH to disclose some types of information, including without limitation any of the following:

- (a) information relating to persons who are not **shared clients**;
- (b) the contents of registers which **Queensland Health** maintains for the purposes of meeting its obligations under the *Public Health Act 2005* (Qld);
- (c) Root Cause Analysis reports or any associated documentation gathered or generated by Root Cause Analysis teams; or
- (d) information that must not be disclosed under another law.

6.3 Pursuant to section 151(2) of the **HHB Act**, QCS acknowledges that, in receiving **QH confidential information** under this agreement, it:

- (a) must not give it to anyone else unless allowed:
  - (i) by this agreement; or
  - (ii) authorised in writing by the **Director-General**; and
- (b) must ensure the **QH confidential information** is used only for the purpose for which it was given under this agreement.



## 7. QCS CONFIDENTIAL INFORMATION

7.1 QH and QCS acknowledge that:

- (a) an ***informed person*** must comply with section 341 of the **CS Act** in relation to the disclosure of ***QCS confidential information***; and
- (b) QCS is required to comply with Chapter 2, Parts 1 and 3 of the **IP Act**, which includes the Information Privacy Principles, when collecting, storing, using and disclosing ***personal information***.

7.2 QH acknowledges that, in receiving ***QCS confidential information*** under this agreement, it may only disclose the ***QCS confidential information*** in accordance with section 341(3) of the **CS Act**. QH agrees to notify QCS prior to any proposed release of ***QCS confidential information*** that is not relevant information within the meaning of the ***operating guidelines*** so that QCS can take appropriate action if necessary to protect any safety and security risks that may arise as a result of the proposed release of the ***confidential information***. Taking a consultative and facilitative approach, both agencies encourage each other to discuss any concerns regarding the proposed release of relevant information prior to the release occurring.

## 8. PRIVACY BREACHES AND AUDITS

8.1 If QH or QCS becomes aware of any breach of this agreement they must:

- (a) immediately notify the other party of that breach;
- (b) fully cooperate with the other party when dealing with any breaches involving unauthorised use and/or disclosure of ***confidential information***; and
- (c) use best endeavours to immediately rectify the breach and prevent the recurrence of any such breaches.

8.2 QH and QCS will conduct targeted audits of ***confidential information*** disclosed under this agreement at regularly defined intervals, which will be specified in the ***operating guidelines***, as amended from time to time.

## 9. RESOLUTION OF DISPUTES

9.1 QH and QCS will attempt to resolve disputes relating to this agreement at the workplace level, between their relevant employees.

9.2 If the dispute is not resolved at the workplace level or impacts on systemic or operational planning, the parties will refer to the escalation pathways which will be specified in the ***operating guidelines***, as amended from time to time.

9.3 QH and QCS will continue to comply with this agreement whilst attempting to resolve disputes.

## **10. VARIATION AND REVIEW**

10.1 This agreement may be varied at any time by an agreement in writing signed by QH and QCS.

10.2 QH and QCS agree to review the operation and outcomes of this agreement and the ***operating guidelines*** within 24 months of its commencement and thereafter bi-annually on the anniversary of the initial review, or at such other time as may be agreed between QH and QCS.

## **11. TERMINATION**

11.1 Either QH or QCS may terminate this agreement by providing written notice to the other party and nominating a date of expiry, as long as they provide at least 28 days notice.

11.2 Where this agreement is terminated, QH and QCS agree to provide all reasonable assistance and cooperation necessary to ensure a smooth transition to a new working arrangement.

## **12. NOTICES**

12.1 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand, pre-paid post, facsimile or email transmission to the other Party to the relevant address, facsimile number or email address of the relevant contact for the party or such other persons as notified in writing by the parties to each other from time to time.



**SIGNED** for and on behalf of )

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Queensland Corrective Services )

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this 29<sup>th</sup> day of June, 2023 )

)

by Paul Stewart APM )

)

(full name) )

)

Commissioner )

)

(designation) )

)

SIGNATURE PROVIDED

.....

(signature)

who is a duly authorised officer )

)

)

in the presence of: )

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SIGNATURE PROVIDED )

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(signature of witness)

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*Steven Scougall Chief of Staff* )

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(print name and position of witness)

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