



**Queensland
Government**

MEMORANDUM OF UNDERSTANDING

Between

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

and

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

**FOR HEALTH TESTING CLINICS
AT COMMUNITY CORRECTIONS
OFFICES**

MEMORANDUM OF UNDERSTANDING

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. QCS is responsible for the humane containment, supervision, and rehabilitation of Offenders in the Community.
- B. QH funds the delivery of Health Services through the Hospital and Health Services (HHSs) and some Non-Government Organisations.
- C. The Parties are committed to working collaboratively to improve the health and wellbeing of Offenders, their life prospects and the health and wellbeing of the wider community through the timely delivery of quality health services for Offenders.
- D. The purpose of this MOU is to facilitate testing and treatment of Offenders for Hepatitis C (and other agreed medical conditions) by hosting the Clinics at QCS Facilities, with the aim of improving the health and wellbeing of people under QCS supervision and the wider community.
- E. QH and QCS have also entered into a Confidential Information Disclosure MOU and a Prisoner Health Services MOU. These MOUs are separate and distinct to this MOU.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

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

Chief Executive means the Chief Executive of QH or the HHS, as the context indicates.

Community Corrections Office has the same meaning as in Schedule 4 of the CS Act.

Community Corrections Region means the relevant Community Corrections Region within which each Community Corrections office is located. The Community Corrections regions are as follows:

- Brisbane
- Central
- Far Northern
- North Coast
- Northern
- South Coast
- Southern.

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

Clinic means a clinic established and operated under this MOU.

Contact Officer means the persons listed in Schedule 2.

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.

MOU means this Memorandum of Understanding.

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

Parties means QCS and QH.

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 Community Corrections Offices

Regional Manager means the QCS employee who is responsible for the day to day operation of the relevant Community Corrections Region.

Service Agreement means a service agreement as defined in section 16 of the HHB Act.

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.

3. GUIDING PRINCIPLES

- 3.1 This MOU is based on mutual respect, cooperation and shared principles to support Offenders' health and wellbeing.
- 3.2 The parties are committed to improving the health and wellbeing of Offenders through better access to and the provision of education, testing and the treatment of blood borne viruses such as Hepatitis.
- 3.3 The Parties are committed to a process of continuous improvement in the delivery of services to promote Offender health and wellbeing.
- 3.4 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 Offenders, the community and each other.

4. OPERATION OF CLINICS

- 4.1 The Parties agree to work together to enable the HHS to deliver the Clinics at the QCS Facilities.
- 4.2 Each QCS Facility will enter into a Clinic Arrangement with the relevant HHS using the template at Schedule 3. Upon execution of the Clinic Arrangement, the relevant HHS will accept the terms and conditions of this MOU as well as the terms and conditions of the specific Clinic arrangement.
- 4.3 The Clinics will be held on the days, times and locations as agreed between the relevant HHS and QCS Facility in the relevant Clinic Arrangement .
- 4.4 The Clinics can provide the following types of Health Services for Offenders:
 - (a) testing and diagnoses for Hepatitis C;
 - (b) testing and diagnoses for other medical conditions as agreed between the relevant QCS Facility and the HHS;
 - (c) referral and liaison with other Health Services as needed;
 - (d) health education directed at enabling Offenders to self-manage their health in the community; and
 - (e) other services as agreed between the relevant HHS and QCS.
- 4.5 The Parties acknowledge that local arrangements between the QCS Facilities and the HHS will be necessary to facilitate the Clinics.
- 4.6 The Parties agree that issues regarding the operation of the Clinics are to be resolved in the first instance between the HHS and the QCS Facility. In circumstances where resolution cannot be achieved the issue can be escalated to the Parties to resolve in accordance with clause 14 of this MOU.

5. OFFENDER ACCESS TO THE CLINICS

- 5.1 Offenders' attendance at the Clinics is voluntary. Offenders can access the Clinics on a walk-in basis or by booking an appointment via their Community Corrections Officer.
- 5.2 The QCS Facilities will raise awareness of the Clinics by displaying posters and information inside the QCS Facilities.
- 5.3 QCS officers may discuss the Clinics with Offenders during meetings and encourage attendance. QCS officers may refer Offenders who wish to attend a Clinic by completing the Referral Form in Schedule 1.

6. QH RESPONSIBILITIES

- 6.1 QH is responsible for funding the relevant HHS to provide the Health Services at the Clinics through its Service Agreement with the relevant HHS.
- 6.2 QH is responsible for statewide health policy development in respect of the clinical services provided at these Clinics.

7. HHS RESPONSIBILITIES

- 7.1 The HHSs will be responsible for:
 - (a) delivering the Clinics at the QCS Facilities on the days and times agreed between the HHS and QCS;
 - (b) staffing the Clinics with enough appropriately trained and qualified staff to provide the Clinics within the agreed times;
 - (c) referring the Offender to and liaising with other Health Services as necessary;
 - (d) providing all equipment necessary for the Clinic's operation, including any clinical equipment, consumables, diagnostic tests, and all other equipment and materials necessary to deliver the Clinic;
 - (e) disposing of all medical waste (including needles and syringes) and leaving the space used for the Clinic in a clean and tidy condition at the conclusion of each Clinic; and
 - (f) holding sufficient and appropriate insurance to cover its activities under this MOU, except to the extent that QCS staff or its contracted service providers caused or contributed to an incident.

8. QCS RESPONSIBILITIES

- 8.1 QCS is responsible for ensuring that information relevant to the Clinics is available in each of the QCS facilities where a Clinic is operating and for raising awareness of the Clinics across the Community Corrections Regions at QCS.
- 8.2 The QCS Facilities will be responsible for assisting the HHS to deliver the Clinics in the QCS Facilities by:
 - (a) providing appropriate spaces and any other amenities for the HHSs to deliver the Clinics in the QCS Facilities as specified in the Clinical Arrangement;

- (b) providing appropriate training of QCS staff and security arrangements at QCS Facilities;
- (c) referring Offenders who agree to participate in a Clinic to the Clinic in accordance with clause 5.34.3 of this MOU;
- (d) providing a workplace health and safety induction to HHS staff delivering the Clinics in the QCS Facilities; and
- (e) holding insurance sufficient to cover its activities under this MOU, except to the extent that QH or HHS staff caused or contributed to an incident.

9. RISK MANAGEMENT

9.1 In situations where there is a risk to the safety of anyone, the Parties agree:

- (a) that the primary consideration is ensuring the safety and security of all persons;
- (b) that maintaining the health needs of the Offender and the preservation of the Offender'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 high risk events or incidents.

9.2 The QCS Facility and the HHS will consult, cooperate and support each other about relevant work health and safety matters, including but not limited to reporting incidents and any investigations under the *Work Health and Safety Act 2011* or other relevant laws.

9.3 HHS staff will secure, monitor and notify the Regional Manager of the QCS Facility as soon as reasonably practicable when medical equipment, (including 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.

10. COMPLAINTS MANAGEMENT

10.1 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.

10.2 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 Party or HHS policies and processes.

10.3 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 or his or her delegate and will be the responsibility of the HHS.

10.4 Where complaints cannot be resolved locally, complaints made in relation to QCS or a QCS staff member are to be sent to the Assistant Commissioner, Community Corrections and will be the responsibility of QCS.

10.5 This clause does not preclude anyone (staff, Offenders or relatives) from making a complaint to any other relevant body.

11. VARIATION AND REVIEW

- 11.1 This MOU may be varied by agreement between the Parties in writing. Any proposed alterations shall be raised and addressed through the Chief Executive of QH and the Deputy Commissioner Community Corrections and Specialist Operations of QCS.
- 11.2 The Parties agree to review the operation and outcomes of this MOU every two years, or at such other time as agreed in writing between the Parties, to determine whether any processes can be improved.

12. TERMINATION

- 12.1 Either Party may terminate this MOU by giving the other Party 28 days written notice.
- 12.2 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.

13. PRIVACY AND CONFIDENTIALITY

- 13.1 The Parties may have access to personal information in order to fulfil their obligations under this MOU. Each Party is an agency under the *Information Privacy Act 2009* and must comply with their obligations under that Act and any other legislative confidentiality obligations.
- 13.2 QH will comply with its legislative obligations in respect of confidential information as outlined in Part 7 of the HHB Act.
- 13.3 QCS will comply with its legislative obligations in respect of confidential information as set out in section 341 of the CS Act.
- 13.4 Each Party will inform the other Party of any breach of clauses 13.1, 13.2 and 13.3 of which it becomes aware and, where relevant, will work with the other Party to take reasonable steps to remedy any breach.

14. DISPUTE RESOLUTION

- 14.1 The Parties agree to settle any dispute arising in connection with this MOU in good faith by negotiation or mediation.
- 14.2 The Parties will use their best endeavours to resolve disputes at the District Office/local level in the first instance.
- 14.3 The Parties agree that if a dispute is unable to be resolved at the local level, or has system-wide policy implications, the dispute will be referred to the Contact Officers for resolution.
- 14.4 The Parties will, during the time when the Parties attempt to resolve the matter, continue to comply with this MOU.

15. NOTICES

15.1 Any notice or communication given under this MOU must be in writing and delivered to the other Party through the relevant Contact Officer by way of:

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

15.2 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.

SCHEDULE 2 – Contacts for notices and dispute resolution

	Queensland Corrective Services	Queensland Health
Contact Officer	Peta-Ann Clark	Graham Kraak
Role	Director Community Corrections Operations Community Corrections	Director Office for Prisoner Health and Wellbeing Clinical Excellence Queensland
Email		
Phone number		

Schedule 3 – Testing Clinic Arrangement template

Testing Clinic Arrangement	
[PLEASE AMEND AS APPROPRIATE FOR SPECIFIC CLINIC ARRANGEMENTS]	
QCS facility details	
QCS facility	[INSERT COMMUNITY CORRECTIONS OFFICE LOCATION]
QCS facility contact officer	Name: Position held: Email address: Telephone Number:
HHS details	
HHS	[INSERT HHS NAME HERE]
HHS clinic contact officer	Name: Position: Email address: Telephone Number
Clinic details	
Commencement Date	
End date	
Clinic days	
Clinic times	
Clinic location	
Clinic services	[CONFIRM HEALTH SERVICES TO BE PROVIDED AS PER CLAUSE 4.4 OF MOU]
Clinic requirements	[INSERT ANY SPECIAL REQUIREMENTS RELEVANT TO THE CLINIC ADDITIONAL TO THE PROVISIONS IN THE MOU – examples may include space requirements for clinic, access to water/sink, power point etc]
General Conditions	
<ul style="list-style-type: none"> Upon signing this document, [INSERT HHS] agrees to the Terms and Conditions set out in the Health Testing Clinics at Community Corrections Offices MOU between QCS and Queensland Health dated [INSERT DATE] 	

Signed for and on behalf of [INSERT DETAILS OF HHS]	
Name:	
Position:	
Signature:	
Date:	

EXECUTION

Signed by the Parties on the dates set out below

SIGNED for and on behalf of STATE OF QUEENSLAND ACTING THROUGH
QUEENSLAND HEALTH

Nick Steele

Acting Deputy Director-General

(NAME)

(POSITION TITLE)

I warrant that I am duly authorised to sign for and on behalf of
the State of Queensland acting through Queensland Health

Signed

(SIGNATURE)

06/09/2021

(DATE)

SIGNED for and on behalf of STATE OF QUEENSLAND ACTING THROUGH
QUEENSLAND CORRECTIVE SERVICES

Samantha Newman

(NAME)

A/Deputy Commissioner Community Corrections
and Specialist Operations

(POSITION TITLE)

I warrant that I am duly authorised to sign for and on behalf of
the State of Queensland acting through Queensland Corrective Services

Signed

.....
(SIGNATURE)

17/08/21

(DATE)