Pages 1 through 170 redacted for the following reasons:
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s.48

From: Kirsten Richards [mailto:Kirsten.Richards@premiers.qld.gov.au]
Sent: Tuesday, 15 July 2014 3:54 PM
To: Sally Gannon
Cc: Rachel Pearce; Rachel Vowles; Sandra Eyre; Louise Mahoney; Pamela Muir; Linda.Keeshan@treasury.qld.gov.au
Subject: RE: CBRC Exemption - Provision of Health Services to People in Immigration Detention

Hi Sally

Thanks for the additional advice. The fact sheet provides some information about the HHS' obligations to provide services, who is Medicare eligible, and outlines an ability to waive fees for non-Medicare eligible patients.

To date, the information provided would not enable us to determine that there is not a case for a CBRC exemption. We would think that executive government should be informed – at this stage, we are thinking by a submission to CBRC – on the reasons for, and risks and benefits of, terminating the current MoU.

We would expect that the issues to be covered would include:

1. What is the reason for seeking to terminate the MoU? It is not sufficient to say "things have moved on" – we would need some detail to explain why the MoU is no longer valid, if that is the case (e.g., legal advice).
2. What is the reason to do this now? HHS have been established for over two years. Why is there now a drive to end the QH-DIAC MOU and replace it with individual HHS-Department of Immigration and Border Protection (DIBP) MOUs? How is the current arrangement not working?
3. What instruments would be used to formalise the replacement arrangements and who would be the parties to those instruments (e.g., is it proposed to be individual MoUs between each HHS and DIBP)?
4. Does QH have legal advice on what the instrument is proposed to be, and on what basis the parties would have the authority to endorse/sign off those instruments (i.e., on behalf of the State of Queensland)? It is not sufficient to say that it would be up to each HHS to work out its own arrangements – from a broader IGR perspective it is important that those arrangements are valid, do not set undesirable precedents (such as the Federal Government entering into direct arrangements with portfolio statutory bodies), and do not create a proliferation of agreements that is difficult to track. Queensland (not individual HHS') and the Federal Government have an agreement—the *Project Agreement for the Management of Torres Strait/Papua New Guinea Cross Border Health Issues*—for Queensland to recoup some costs of treating PNG nationals. This agreement seems analogous to the agreement to treat detainees so it is unclear the justification for having individual HHS enter into agreements with the Federal Government.
5. Individual HHS-DIBP MoUs effectively bypass QH as system manager. DPC is concerned that this could set a precedent for future funding arrangements for health and for all other portfolios. If the advice suggests the HHS do not have the authority, then how would that approval be sought for each separate arrangement?

6. Is an alternative approach possible where QH enters into the MoU (which is really on behalf of the Queensland Government) and then there is a separate schedule for each HHS?
7. If separate MoUs are proposed, what guarantee is there that each HSS could formalise an MoU with DIBP in the three month window between notice of termination and actual termination? If MoUs cannot be done in this time, what are the financial and public health implications for Queensland?
8. Has DIBP been consulted about this change? Is there formal advice from DIBP that it would be party to an MoU with each HHS?
9. How much money does QH annually (a) spend on treating detainees, (b) waive, and (c) get reimbursed for from the Federal Government?
10. If there is no MoU with QH and there is no HHS-DIBP MoU for one or more HHS, how will each of the HHS that do not have an MOU recoup costs if they treat detainees? If costs cannot be recouped, what impact will this have on the State Budget?

DPC is happy to meet with QH to discuss these issues.

Thanks very much Sally.

Cheers

Kirsten

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From: Sally Gannon [mailto:Sally.Gannon@health.qld.gov.au]
Sent: Friday, 4 July 2014 3:49 PM
To: Kirsten Richards
Cc: Rachel Pearce; Rachel Vowles
Subject: RE: CBRC Exemption - Provision of Health Services to People in Immigration Detention

Hi Kirsten

The MoU that was attached is still the only arrangement in place for provision of health services to people in immigration detention. The preferred approach is that each Hospital and Health Service

(HHS) implement their own arrangements (whether that be a MoU or something else, it is up to them to determine as statutory authorities).

Clause 12.7.3 of the MoU allows a three month window from notice of termination until actual termination. This time period can be utilised by the HHSs to formalise arrangements with Immigration (again, only if they want to do such a thing).

A draft notice of termination is currently being compiled by our Legal Unit. We have requested that this notice include details of, for example, the process for payment of any outstanding invoices submitted under the provisions of the MoU.

We recently published an Information Sheet on Refugees, Asylum Seekers and Detainees. The Info Sheet provides general information on Medicare eligibility, revenue, etc for this cohort and should provide you with some good background information. It can be downloaded here: http://www.health.qld.gov.au/multicultural/health_workers/rasd-info-sheet-web-june2014.pdf

Please feel free to get in contact if you have any further queries.

Cheers

Sally

Sally Gannon
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From: Rachel Pearce
Sent: Friday, 4 July 2014 3:21 PM
To: Sally Gannon
Subject: FW: CBRC Exemption - Provision of Health Services to People in Immigration Detention

Hi Sally,

Are you able to provide any more detail to address Kirsten's questions below?

Many thanks,

Rachel.

From: Kirsten Richards [mailto:Kirsten.Richards@premiers.qld.gov.au]
Sent: Friday, 4 July 2014 3:18 PM
To: Rachel Pearce
Cc: Louise Mahoney; Pamela Muir
Subject: RE: CBRC Exemption - Provision of Health Services to People in Immigration Detention

Hi Rachel

Thanks for your email.

Is it possible to please provide more information to inform the advice DPC provides QH?

Specifically, could we please have more information on what is happening now in terms of provision of health services to detainees? You mentioned that things have evolved significantly since 2008 – how have they evolved exactly; for example, does each HHS now have individual MOUs with the Commonwealth?

Also, if the agreement is terminated:

- How will health services be provided to detainees?
- Are there any financial implications?
- Are there any public health implications, especially with treating/not treating patients with TB, malaria, influenza, etc?

Any information you could provide will be of great help.

Thanks very much Rachel.

Cheers

Kirsten

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From: Rachel Pearce [mailto:Rachel.Pearce@health.qld.gov.au]
Sent: Thursday, 3 July 2014 2:03 PM
To: Kirsten Richards

Cc: Pamela Muir
Subject: CBRC Exemption - Provision of Health Services to People in Immigration Detention

Hi Kirsten,

I would appreciate your advice in relation to the below query please. QH has a MoU with the Commonwealth regarding the Provision of Health Services to People in Immigration Detention (attached). Given the world has evolved pretty significantly since 2008 when this was negotiated and signed (we now have an entirely new structure with HHSs as statutory authorities, etc) the MoU isn't as meaningful as it once. As such, the policy area that leads this agreement is seeking to have it terminated.

Can you please advise if we will need to seek the Premier's exemption from CBRC to withdraw from/terminate this agreement?

Kind regards,

Rachel.

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From: Sally Gannon
Sent: Thursday, 3 July 2014 1:06 PM

To: Fleur Ward; Rachel Pearce
Subject: RE: CBRC Exemption

Hi Fleur and Rachel

I've got another CBRC Exemption enquiry!

We have a Memorandum of Understanding with the Department of Immigration and Border Protection for the Provision of Health Services to People in Immigration Detention (attached). We're looking to terminate this MoU as it is out-of-date and no longer fits within the HHS-DoH structure. The MoU was signed pre-implementation of the QLD Govt principles for Cth State/Territory intergovernmental activities and does include a termination clause.

However, given we need to gain CBRC exemption and Premier / Minister approval to enter into an intergovernmental agreement, I'm assuming we also need to follow this same process if we were to terminate an existing intergovernmental agreement?? Can you please advise and / or confirm with your DPC contact as to the correct process?

More than happy to discuss.

Many thanks

Sally

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s.73 Irrelevant information

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s.73 irrelevant information

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Queensland Government
Queensland Health

Australian Government
Department of Immigration and Citizenship

MEMORANDUM OF UNDERSTANDING

between

THE COMMONWEALTH OF AUSTRALIA
(AS REPRESENTED BY THE DEPARTMENT OF IMMIGRATION AND CITIZENSHIP)

and

THE STATE OF QUEENSLAND

(AS REPRESENTED BY QUEENSLAND HEALTH)

in relation to

THE PROVISION OF HEALTH SERVICES TO PEOPLE IN IMMIGRATION DETENTION

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Memorandum of Understanding (MOU) between the Commonwealth of Australia and the State of Queensland for the provision of health services to people in immigration detention.

This **MEMORANDUM OF UNDERSTANDING** is made on this day of 2008

BETWEEN

THE COMMONWEALTH OF AUSTRALIA as represented by the DEPARTMENT OF IMMIGRATION AND CITIZENSHIP (DIAC) whose principal office is located at North Building, Chan Street, BELCONNEN, ACT, 2617

AND

THE STATE OF QUEENSLAND as represented by QUEENSLAND HEALTH (QH) whose principal office is located at 147 – 163 Charlotte Street, BRISBANE, QLD, 4000.

1 RECITALS

1.1 Framework for this MOU

a) the provision of hospital services by QH, through its Health Service Districts, to detainee's on request from DIAC and the Detention Health Services Provider (DHSP);

b) the provision of training, where requested by either party on health issues relevant to detainee's; and

c) determining costs and payment for health services under this MOU.

2 INTERPRETATION

In this MOU, unless the contrary intention appears:

'Act' means the *Migration Act 1958 (Cth)*.

'**acute hospital services'** means medical treatment in hospital for admitted patients having an acute illness or injury or recovering from surgery. This includes acute in-patient stays for detainee's subsequent to public health screening and detainee's admitted directly from the Brisbane Immigration Transit Accommodation, but excluding elective non-acute care provided by specialists.

'agency' means either DIAC or QH in the context in which this term appears.

'AFMA' means Australian Fisheries Management Authority.

'alternative place of immigration detention' is a reference to another place of immigration detention approved by the Minister in writing under subparagraph (b)(v) of the definition of 'immigration detention' in section 5(1) of the *Migration Act 1958*.

'BITA' means the Brisbane Immigration Transit Accommodation.

'child' means a detainee under 18 years of age.

"**confidential information'** means information that:

a) is by its nature confidential;
b) is designated by that Party as confidential; or
c) the other Party knows or ought to know is confidential;

but does not include information which:

d) is or becomes public knowledge other than by breach of this MOU; or
e) is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party.

'Customs' means Australian Customs Service.

'designated person' means a person who:

a) holds a detainee 'on behalf of an officer' while the detainee is in an alternative place of detention; and
b) is directed by the Secretary (DIAC) or his/her delegate to accompany and restrain a particular detainee when they are not in a place of detention.

'detainee' means a person:

a) taken into immigration detention; or

b) kept, or caused to be kept, in immigration detention.

'detained' means:

a) taken into immigration detention; or

b) kept, or caused to be kept, in immigration detention;

'Detention Health Services Provider' and **'DHSP'** mean any service provider contracted by DIAC to provide immigration detention health services.

'Detention Services Provider' and **'DSP'** mean any service provider contracted by DIAC to provide immigration detention services.

'DIAC' means the Commonwealth of Australia as represented by the Department of Immigration and Citizenship or another Department performing the statutory functions under the *Migration Act 1958*.

'GST' has the meaning given to it in the GST Act.

'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth).*

'hospital services' means medical treatment in a QH hospital for admitted patients having an acute or sub-acute illness (including mental health acute hospitalisation) or injury or recovering from surgery. It may also include Public Health Screening or outpatient services.

'immigration detention' means:

a) being in the company of, and restrained by:
   (i) an officer; or
   (ii) in relation to a particular detainee - another person directed by the Secretary to accompany and detain the person; or

b) being held by, or on behalf of, an officer:
   (i) in a detention centre established under the *Migration Act 1958*; or
   (ii) in a prison or remand centre of the Commonwealth, a State or a Territory; or

(iii) in a police station or watch house; or

(iv) in relation to a non-citizen who is prevented, under section 249 of the *Migration Act 1958*, from leaving a vessel - on that vessel; or

(v) in another place approved by the Minister in writing.

'Infectious Diseases of Public Health Significance' include, but are not limited to: tuberculosis, malaria and influenza.

'Minister' means the Commonwealth Minister for Immigration and Citizenship.

'Officer' has the same meaning as in Subsection 5(1) of the *Migration Act 1958*.

'Party' means either DIAC or QH depending on the context in which it appears.

'parties' means DIAC and QH.

'place of immigration detention' means any of the places listed in paragraph (b) of the definition of 'immigration detention' in section 5(1) of the *Migration Act 1958*.

'Privacy Act' means the Commonwealth *Privacy Act 1988*.

'Public Health Screening' means the process whereby detainee's undergo medical review and investigations to exclude any infectious diseases of public health significance.

'QH' means Queensland Health.

'Refugees Convention' means the 1951 UN Convention Relating to the Status of Refugees, which is the key legal document defining refugee status and rights and the legal obligations of signatory states.

'Secretary' means the person appointed to, or acting in the position of Secretary to DIAC.

3 INTRODUCTION

3.1 Framework

3.1.1 This MOU sets out a framework for cooperation between DIAC and QH for the provision of hospital services to persons in immigration detention including alternative places of immigration detention.

3.1.2 This MOU aims to ensure that through a collaborative approach, health services are provided to ensure that people in immigration detention receive appropriate treatment either subsequent to Public Health Screening conducted by Customs or AFMA or as a patient of a QH hospital.

3.1.3 The role of DIAC is to regulate the movement of people into and out of Australia, in accordance with the Act. Section 189 of the Act requires that all unlawful non-citizens, including those in Queensland, be detained and section 196 requires that they must remain in immigration detention until such time as they are granted a visa or are removed from Australia. Section 198 of the Act requires that in various circumstances removal should take place as soon as it is reasonably practicable.

3.1.4 DIAC has a duty of care and responsibility for the welfare, care, health and safety of all persons in immigration detention.

3.1.5 It is necessary for DIAC to oversee arrangements which confer day to day management for the health care of a detainee to ensure that detainee's remain in immigration detention as required under the Act; that DIAC's duty of care is discharged and that DIAC can meet its reporting requirements. In some instances, DIAC may ask the DSP to undertake some of these tasks.

3.1.6 Activities which are outside the scope of this MOU include the following:

a) the processing and decision making in relation to applications for visas from persons in immigration detention and any merits or judicial review related to such decisions;

b) the conduct of negotiations with foreign governments and international agencies on questions related to the removal from Australia of foreign nationals; and

c) the interpretation of international agreements to which Australia is a party which might impact on the delivery of Australia's immigration detention functions and policies.

4 ROLES AND RESPONSIBILITIES

4.1 Roles and responsibilities of DIAC, the DSP and the DHSP under this MOU

4.1.1 DIAC has contracted the DSP to undertake the day to day operations of places of immigration detention. The DSP provides the management and internal security of places of immigration detention.

4.1.2 DIAC will forthwith notify QH of any change in the DSP or DHSP it contracts with.

4.1.3 DIAC is ultimately responsible for the care of detainee's. DIAC has contracted the DHSP to manage health care within the detention environment on a day-to-day basis. Part of this management of health care will include obtaining consent from detainee's to release their medical information (using form at schedule 3) to other health providers when necessary for treatment purposes.

4.1.4 When detainee's move outside a Place of immigration detention, for example to a QH hospital, DIAC will establish arrangements with other parties, such as QH, to confer day to day management for the health care of a detainee to that other party.

4.1.5 Where a detainee is admitted as an in-patient to a Queensland hospital, DIAC:

a) will arrange for the facility to be designated as an alternative place of immigration detention; and

b) recognises that QH staff are not responsible at any time for the security of detainee's admitted to hospital.

4.1.6 DIAC will arrange for a DSP officer to accompany and remain with the detainee. The officer will abide by clinical instructions provided by QH.

4.2 Roles and responsibilities of QH under this MOU

4.2.1 QH will ensure, as far as possible, that detainee's referred by DIAC receive appropriate, competent and timely hospital services.

4.2.2 QH will ensure that as far as possible, appropriately qualified, skilled and experienced health personnel are available at all times throughout the term of the MOU to provide the hospital services when required.

4.2.3 QH will use its best endeavours to ensure that standards of care for people in immigration detention in hospital are broadly consistent with the Australian community standard.

4.2.4 QH will co-ordinate access to the hospital services and facilities of QH.

4.2.5 QH will organise interpreter services for detainees as required and invoice DIAC for the cost of the service.

4.2.6 QH may use internal and external service providers in the provision of hospital services under this MOU. QH will use its best endeavours to ensure that all external health service providers are advised that people in immigration detention must have access to a level, standard and timeliness of those components of service subcontracted to them that are broadly consistent with those available to others in the Queensland community.

4.2.7 QH will ensure that the hospital services provided under this MOU represent an efficient and accountable use of Commonwealth money.

5 SERVICES

5.1 Standards

5.1.1 The parties will treat people in immigration detention accessing hospital services provided by QH under this MOU without discrimination and with appropriate:

a) dignity;

b) humanity;

c) cultural sensitivity; and

d) respect for privacy and personal differences.

5.1.2 The parties will ensure that the hospital services provided are to a level, standard and timeliness that is:

a) broadly comparable to those available in the Queensland community;

b) on the basis of clinical necessity and protection of public health; and

c) taking into account the different needs of the detainee population.

For the avoidance of doubt, detainees will be placed on appropriate waiting lists and will not be given preferential treatment over other patients, except based on clinical need.

5.2 Cooperative and collaborative working arrangements

5.2.1 The parties will work together, and with the DSP and the DHSP, in a cooperative and collaborative way.

5.2.2 In fulfilling the commitments under this MOU, the parties will develop and agree on procedures for identified areas of service provision.

5.2.3 Subject to clause 7.3.1, QH will provide DIAC and the DHSP with sufficient information about, and cooperation regarding, all people in immigration detention receiving hospital services from QH, such as treatment in hospital to enable DIAC, the DSP and the DHSP to ensure that:

a) detainees remain in immigration detention;

b) DIAC's, the DSP's and the DHSP's duties of care are discharged; and

c) DIAC, the DSP and the DHSP can meet their reporting requirements.

5.3 Advice and training

5.3.1 QH will provide advice as required to DIAC officers and persons employed by the DSP and the DHSP on the management of the health issues of people in immigration detention generally and the requirements and operation of Queensland law, policies, clinical standards and guidelines in relation to hospital services.

5.3.2 Upon request, QH will provide training to DIAC officers and persons employed by the DSP and the DHSP on the requirements of applicable Queensland statutory obligations, policies, clinical standards and guidelines in relation to hospital services for people in immigration detention.

5.4 Provision of hospital services

5.4.1 On request from DIAC (or the DSP or the DHSP), QH will provide hospital services to detainees subject to the detainees having an acute medical condition (including mental illness) requiring a hospital presentation.

5.4.2 Where detainees are diagnosed by the DHSP with conditions which might require acute hospital services, detainees will be presented to the Emergency Department at the appropriate Queensland public hospital.

5.4.3 On presentation to the Emergency Department, detainees will be assessed according to the Australian Triage Guidelines, this may include a wait period. Detainees will be monitored regularly by emergency service staff (consistent with community standards).

5.4.4 Subject to clause 7.3.1, proposed treatment and action plans will be communicated to DIAC or DHSP by the treating Emergency Department medical practitioner.

5.4.5 QH may provide emergency health services without DIAC or DHSP authorisation only where the detainee is already receiving a requested service and a clear urgent clinical need arises for another (unrequested) service. This may occur where the absence of immediate medical attention could reasonably be expected to place the patient's health in serious jeopardy, seriously impair bodily function or lead to serious dysfunction of a body organ or part.

5.4.6.1 The provision of emergency services must be in accordance with Queensland legislation, policies, clinical standards and guidelines.

5.5 Location of service delivery

5.5.1 Hospital services will be provided at QH hospitals. Some components of health service provision may be subcontracted by QH to private providers.

5.6 Other services

5.6.1 At the request of DIAC, the DSP or the DHSP, QH may agree to provide to detainees other services, either under the relevant provisions of this MOU, or not otherwise described in this MOU, on a cost recovery basis negotiated and agreed with DIAC.

5.7 Detainees under 18 years

5.7.1 Detainees under 18 years:

a) must be accompanied by a DIAC nominated representative; and
b) must have the option of being accompanied by a support person agreed by the detainee during the admissions period to hospital and during agreed, scheduled hours.

5.7.2 Any support person nominated under clause 5.7.1 will have no responsibility for consenting requirements unless they are a legal guardian. Responsibility for consenting requirements will be determined in accordance with the processes in clause 6.1.1.

6 CONSENT TO MEDICAL TREATMENT

6.1 Consent to Medical Treatment – General

6.1.1 The parties acknowledge that:

a) before any treatment is provided to a detainee, DHSP will obtain the detainees full and informed consent to referral to a QH facility for the provision of hospital services in accordance with any applicable legal, clinical, or policy requirements;

b) before any treatment is provided to a detainee, QH will obtain the detainees full and informed consent to provision of hospital services to the detainee in accordance with any applicable legal, clinical, or policy requirements;

c) DHSP will act in accordance with the provisions of *Mental Health Act 2000* (Qld) prior to initiating and during treatment of care to a detainee who requires assessment and treatment for mental illness.

6.1.1 Where a detainee is unwilling or unable to consent to receiving hospital services, QH will contact DIAC and/or the DHSP to discuss the matter as soon as possible and before any services are provided.

6.1.2 DIAC accepts that in some cases, for example the isolation and treatment of detainees with smear positive pulmonary tuberculosis, public health requirements under the *Public Health Act 2005* (Qld), provides the authority for treatment to be carried out without consent.

6.2 Consent to Medical Treatment – Children

6.2.1 The parties acknowledge that a detainee under 18 years of age will be treated as a "child" under Queensland legislation when admitted to hospital.

6.2.2 The parties acknowledge that hospital services of detainees under 18 years of age can only occur where:

a) the child consents and the medical practitioner who is to administer the treatment in hospital is of the opinion that:

i) the child is capable of understanding, with the help of an interpreter provided by DIAC, the nature, consequences and risks of the treatment; and

ii) the treatment is in the best interest of the child's health and well being; or

b) the parent or guardian consents- where it is determined by the medical practitioner that the child does not have the capacity to consent to the medical treatment.

6.2.3 The parties acknowledge that at common law a child under 18 years is regarded as being capable of giving informed consent to medical treatment if they have "a sufficient understanding and intelligence to enable him or her to fully understand what is proposed" (refer to *Secretary, Department of Health and Community Services v JWB and SMB* ('Marion's case') (1992) 175 CLR 218).

6.3 Emergency Medical Treatment

6.3.1 The provisions of s.63 and s.63A of the *Guardianship and Administration Act 2000* will apply to emergency situations where the adult patient is unable to give consent to the treatment. A copy of these provisions are set out in Schedule 5.

6.3.2 Subject to clauses 7.2 and 7.3, where a detainee who is under 18 years of age undergoes emergency medical treatment, QH will report this treatment immediately to DIAC or the DHSP and provide a written report within 24 hours of the treatment being provided.

6.3.3 When a parent or guardian of a detainee under the age of 18 may be available to decide whether emergency medical treatment should be administered, that parent's or guardian's consent should be sought as follows:

a) where the circumstances permit, QH and DIAC (through the centre executive of QLD Operations) should endeavour to make the parents or guardian available, whether in person or by telephone; and

b) in cases where the parents or guardians are not and cannot be made available, the QH and DIAC will inform the parents or guardian immediately if their whereabouts are known and arrange for them to communicate with the medical practitioner.

7 CONFIDENTIALITY, PRIVACY AND HANDLING INFORMATION

7.1 Handling personal information

7.1.1 DIAC, the DSP and the DHSP will act in accordance with the *Privacy Act 1988 (Cwth)* when handling detainees personal information including their medical records.

7.1.2 QH will act in accordance with Part 7 of the *Health Services Act 1991* (Qld) when handling patient information and Queensland Government Information Standard 42A (privacy of personal information). A copy of the Part 7 provisions and the privacy principles in IS42A are set out in Schedule 2.

7.1.4 QH will use its best endeavours to ensure that clinical information is only accessible to those people who need it to treat and care for detainees.

7.1.5 The parties acknowledge and agree that QH is the owner of all medical records it creates and keeps in relation to detainees who receive hospital services from QH.

7.2 Confidential information

7.2.1 DIAC and QH agree that all and any information relating to detainees and to either party's actions in implementing the MOU will remain confidential.

7.2.2 DIAC and QH agree that confidential information will not be disclosed to any third party unless for the following purposes:

a) giving effect to this MOU; or

b) taking legal advice; or

c) instituting or defending legal proceedings relating to matters covered by this MOU; and

d) to the extent required by law.

7.2.3 The obligations on DIAC and QH under this clause 7.2 will not be taken to have been breached to the extent that information:

a) is disclosed by DIAC or QH to their responsible Minister;

b) is disclosed by DIAC or QH, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia or the State of Queensland; or

c) is shared by DIAC or QH within the Agency's organisation, or with another Commonwealth or Queensland agency, to give effect to DIAC's or QH's legal responsibilities.

7.2.4 DIAC will ensure that its employees, servants and agents, including the DSP and DHSP, are informed of the confidentiality provisions contained in this clause 7. DIAC will use its best endeavours to ensure its employees, servants and agents, including the DSP and DHSP, abide by clause 7.

7.3 Information sharing between parties

7.3.1 Except in an emergency, where a detainee is to receive a service provided for under this MOU, DIAC will use reasonable endeavours to ensure that the DHSP seeks the detainees consent to sharing of medical information between relevant persons using the form at Schedule 3. If the detainee refuses to sign the form, this will not

preclude them from accessing required health care and health care services.

7.3.2 Medical records and other detailed health information can only be released to DIAC if consent is granted using the form at Schedule 4.

7.3.3 Where a detainee is unwilling to consent to the disclosure of his or her personal information, the parties will discuss the matter as soon as possible and before the detainee is transferred to, or discharged from, the care of QH.

7.3.4 DIAC will use reasonable endeavours to ensure that the DHSP medical officers provide, as far as possible and subject to clauses 7.1 and 7.2, the treating QH medical officer with relevant health information (including copies of relevant medical records where necessary) to facilitate the detainees ongoing care (eg relevant past and current health conditions and treatment).

7.3.5 If QH suspects or becomes aware that a detainee is being treated by QH and has not disclosed they are a detainee, QH should immediately contact DIAC to seek clarification, provided the detainee has given consent to QH disclosing their details to DIAC. For example, where a detainee is in community detention and does not disclose this to QH while receiving treatment.

7.4 Filming and photographs

7.4.1 QH and its health providers must not film or photograph detainees, except where the detainee has given their consent and where required as part of a medical procedure.

7.4.2 DIAC acknowledges that QH may wish to use de-identified data for research purposes to better understand public health issues and rates of morbidity. DIAC will therefore not withhold permission for any reasonable request to use de-identified data for these purposes.

7.5 Media contact

7.5.1 QH will use its best endeavours to ensure that detainees do not have contact with the media while in their care. QH will report to DIAC and the DHSP immediately after any attempts made by the media to contact detainees or other designated persons.

7.5.2 The parties agree not to issue any information, document or article in respect of the services under this MOU to the media without consultation with the other party.

7.5.3 QH and DIAC will collaborate before issuing a media release in relation to detainees. Both parties will take into account the following factors, if known, when issuing a media statement:

a) the contribution and input of all participating parties;

b) the obligations placed on QH as set out in clause 7.1.2;

c) the obligations placed on the Commonwealth by the Privacy Act 1988 and the Freedom of Information Act 1988 (Cth);

d) the impact of any current or pending court action if known by QH; and

e) the need to prevent sur place[1] refugee claims.

8 OCCUPATIONAL HEALTH AND SAFETY

8.1 Where QH provides services on-site at an alternative place of immigration detention, the parties agree to ensure their staff are aware of and understand all applicable occupational health and safety requirements relating to the operations covered by this MOU.

9 DEATH OF A DETAINEE

9.1 If a detainee dies while in the care of QH, QH will inform the Assistant Secretary of the Detention Health Branch (see schedule 1) immediately by phone[2].

9.2 In the event of the death of detainee which is a 'reportable death' within the meaning of s.8(3) of the *Coroners Act 2003* QH must report the death in accordance with s.7(2) of the *Coroners Act 2003.*

9.3 QH and DIAC will work cooperatively to ensure that the body is handled in a manner sensitive to the deceased's cultural and religious background, and that legal and administrative requirements are met in a timely manner.

9.4 DIAC agrees to pay any costs incurred by QH in providing this assistance upon the presentation of an invoice correctly rendered under clause 10.

[1] 'Sur place' means a situation in which a person has a well founded fear of persecution for a reason under the Refugees Convention as a result of events that occurred while he or she was outside his or her Country of nationality or former habitual residence.
[2] DIAC must report a death of a detainee to COMCARE within 2 hours by phone.

10 FEES, COSTS AND INVOICES

10.1 Fees

10.1.1 DIAC will pay fees to QH for the hospital services it performs for detainees under this MOU.

10.1.2 The fees payable for the hospital services under this MOU will be calculated at the non-Medicare rate in accordance with provisions outlined by the Queensland Government policy's Fees and Charges.

10.1.3 Where fees for hospital services provided under this MOU are not prescribed under the Queensland Government policy's Fees and Charges, then the fees payable will be negotiated by the parties on a cost recovery basis and, where practicable, prior to provision of the services.

10.2 Advice and training services

10.2.1 Advice and training provided by QH pursuant to clause 5.3 will be provided on a negotiated cost recovery basis.

10.3 Invoices

10.3.1 QH will invoice the DHSP for these fees on the last business day of each month at the following address:

International Health and Medical Services
Level 5 Challis House
4 Martin Place
Sydney NSW 2000

10.3.2 Subject to acceptance of the services by DIAC, DIAC will pay invoices by monthly instalments for services provided in arrears, with the due date for payment being 30 business days from DIAC receipt of the correctly rendered invoice.

10.3.3 Invoices must be valid tax invoices and include the following information:

a) reference to this MOU;

b) details of the health services provider;

c) description of the services provided;

d) name and date of birth of detainee;

e) the timeframe in which the services were provided;

f) itemised expenditure for the services provided;

g) if reimbursement for a direct expense is required (for example accommodation) – a copy of the tax invoice paid by QH; and

h) account details for payment by electronic funds transfer (EFT) including:

i) Account Name;

ii) Bank Details;

iii) ABN;

iv) BSB number; and

v) Account number.

10.3.4 Payment will be made to QH to the account specified on the invoice.

11 MONITORING AND REVIEW

11.1 Monitoring

11.1.1 Both parties will monitor the effectiveness of the operation of this MOU annually from the date on which this MOU is signed. DIAC will be responsible for initiating these discussions.

11.1.2 Notwithstanding clause 11.1.1 either party may at any time raise issues of concern regarding the effective operation of the MOU with the other party.

11.2 Formal review of effectiveness

11.2.1 Both parties agree to review the effectiveness of the operation of this MOU no later than two years after the date on which it is signed. The review will assess the effectiveness of arrangements put in place through this MOU and their continuing relevance.

11.2.2 DIAC will convene this review. QH agrees to assist in the efficient conduct of this review.

12 OPERATION OF THE MOU

12.1 Scope and nature of MOU

12.1.1 This MOU represents the entire agreement between the parties in relation to its subject matter and replaces all previous agreements, whether oral or in writing.

12.1.2 This MOU is not intended to create, and does not create, legally binding obligations between the parties.

12.1.3 All Attachments and Schedules to this MOU form part of this MOU.

12.1.4 Nothing in this MOU will affect the statutory duties or obligations of any agency of the Commonwealth or Queensland.

12.2 Authorised persons for MOU provisions

12.2.1 Where a party takes action under this MOU, the authorised person for each identified party will be as specified in Schedule 1.

12.2.2 No consent by any party to any matter will be effective unless it is in writing and signed by that party's representative described in Schedule 1.

12.3 Subpoenas

12.3.1 If either party is served with a subpoena or a summons to produce documents relating to any material, document or information provided, the party will, as soon as practicable, notify and liaise with the other party prior to production of the material.

12.4 Variations

12.4.1 This MOU may be varied only by agreement in writing between the parties.

12.4.2 Any officer of QH or DIAC to whom reference is made in this MOU may be substituted by another officer of QH or DIAC performing the same functions under this MOU without need for any formal variation of this MOU.

12.5 Disputes

12.5.1 A party to the agreement claiming a dispute has arisen in relation to the agreement shall give written notice to the other party. In this notice it will designate as its representative in negotiations relating to the dispute, a person who has been authorised to settle the dispute. The other party shall designate an authorised person to be its representative in negotiations relating to the dispute within 10 days of receiving notice from the first mentioned party.

12.5.2 The designated persons shall, within 10 days after both parties have designated a representative, seek to resolve the dispute by means of negotiation. Both parties may make whatever investigations they deem appropriate within this 10 day period.

12.5.3 If the dispute is not resolved within 10 days of the commencement of negotiation (or a further period agreed by the representatives) the parties will seek to resolve the dispute by mediation, facilitated by a mediator appointed by agreement between the parties.

12.5.4 If following the appointment of a mediator the dispute is not resolved within 45 days, either party may terminate the mediation at the conclusion of the 45 day period.

12.5.5 Nothing in clause 12.5 affects either party's right of termination under clause 12.7 or their right to seek urgent interlocutory relief.

12.5.6 Each party will bear its own costs of complying with this clause 12.5, and the parties will bear equally the cost of any third person engaged under clause 12.5.3.

12.5.7 Despite the existence of a dispute, QH will (unless requested in writing by DIAC not to do so) continue to perform the services required under this MOU.

12.6 Notices

12.6.1 The parties agree that any notice to be given in relation to this MOU shall be in writing and addressed to the contact officers specified in Schedule 1.

12.6.2 Notices shall be served on the other party by hand delivery, mail, electronic mail or facsimile transmission at the addresses or contact numbers or electronic mail addresses set out in Schedule 1 of this MOU.

12.6.3 Each party shall promptly notify the other whenever a change relevant to the operation of this MOU occurs, including the details of contact officers, operational officers and persons authorised to resolve disputes.

12.7 Termination

12.7.1 This MOU is to continue in operation until it is terminated.

12.7.2 This MOU may be terminated for any reason by either party by providing a written notice of termination to the other party, served in accordance with clause 12.6 of this MOU.

12.7.3 Unless another date is specified in the notice of termination, the MOU will terminate three months from the date of service of the notice of termination.

12.7.4 Where a dispute has arisen in relation to the MOU, a notice of termination may not be given until after the dispute resolution process in clause 12.5 has been implemented.

12.7.5 In the event that this MOU is terminated by either party, DIAC must pay QH any outstanding amounts owed for services performed by QH before the date of termination and QH must return to DIAC any funds provided by DIAC under this MOU that have not been spent in accordance with this MOU.

13 EFFECTIVE DATE

13.1 This MOU shall take effect from the date of signing by both parties.

14 REQUEST FOR INFORMATION FROM THIRD PARTIES

14.1 Generally, an Agency cannot disclose information provided to it by the other Agency under this MOU to a third party, unless the disclosure is required by law or the other Agency agrees to it.

14.2 In particular, if a law enforcement body or agency, which is not a signatory to this MOU, makes a formal request for information to:

a) QH with respect to information provided by DIAC to QH; or

b) DIAC with respect to information provided by QH to DIAC,

14.3 the Agencies agree that, prior to the Agency processing the request, the request must be in writing and the Agency processing the request must seek the agreement of the Agency that originally provided the information to disclose the information to the law enforcement body or agency.

14.4 If information provided pursuant to this MOU becomes the subject of a subpoena or Freedom of Information request (or is otherwise required by law to be disclosed), the Agency receiving the subpoena etc must immediately notify the other Agency so that it is aware of any proposed action to disclose the information.

14.5 The Agency, which provides the information, or a document containing the information, is regarded as the owner of the information or the document.

Dermot Casey
Acting First Assistant Secretary
Detention Services Division
Department of Immigration and Citizenship

Date 27 June 2008

Michael Reid
Director-General
Queensland Health

Date 3 July 2008

SCHEDULE 1

Communication protocol

MOU Reference	Contact
Approval of Places of Detention (Health) Approval of Designated Persons (Health) Changes to Alternative Detention Arrangements (Health) List of Names of DHSP Designated Persons Authorisation for medical treatment under Regulation 5.35 Approval for medical treatment Client complaints Detainee unwilling to consent to necessary Medical Treatment Detainee unwilling to disclose personal information	**DIAC**: Rick Creech, A/g Director, Detention Health Services Section Phone: (02) 6264 2882 Mobile: 0403 044 676 Email: rick.creech@immi.gov.au
Death of a detainee Detainee child who can not consent to medical treatment, with no legal guardian in Australia	**DIAC**: Emma Rooney, A/g Assistant Secretary Detention Health Branch Phone: (02) 6264 3215 Mobile: 0434 074 294 Email: emma.rooney@immi.gov.au Or David Doherty, Assistant Secretary, Detention Operations & Client Services Branch Phone: (02) 6264 2368 Mobile: 0412 016 768 Email: david.doherty@immi.gov.au
Centre Executive of Qld operations (BITA)	**DIAC**: Brenda Stephens, Centre Executive, Queensland Operations Phone: (07) 3136 7472 Mobile: 0434 074 296 Email: brenda.stephens@immi.gov.au
Escape/Risk of Escape	**DIAC**: Benjamin Stoneley, A/g Director, Detention Operations Section Phone: (02) 6264 4074 Email: benjamin.stoneley@immi.gov.au

Media Contact	**DIAC**: Sandy Logan, National Communications Manager Phone: (02) 6264 2024 Email: sandy.logan@immi.gov.au
Invoice enquiries	**DIAC**: Amanda Bell, A/g Director, Detention Health Policy section Phone: (02) 6264 3005 Email: amanda.bell@immi.gov.au
Monitoring/Liaison Review	**DIAC**: Matthew McMahon, A/g Director, Detention Health Stakeholder Engagement section Phone: (02) 6264 1662 Email: matthew.mcmahon@immi.gov.au

DIAC
Postal address: PO Box 25
BELCONNEN ACT 2617

Street address: North Building
13 Chan Street
BELCONNEN ACT 2617

Queensland Health Contacts:

Dr Jeanette Young, Chief Health Officer
Phone: (07) 323 41138
Email: Jeanette_Young@health.qld.gov.au

Mr Michael Tennant
Acting Senior Director, Policy Branch Policy
Planning & Resourcing Division
Queensland Health
Phone: (07) 3225 2456
Mobile: 0404 043 511
Email: Michael_Tennant@health.qld.gov.au

Postal address: GPO Box 48, Brisbane QLD 4001 | Level 4
Queensland Health Building,

Street address: 147-163 Charlotte Street, Brisbane QLD 4000

SCHEDULE 2

Part 7 of the *Health Services Act 1991* (Qld)

Patient Confidentiality Obligations for Queensland Health Staff

Division 1 Interpretation and application

S.60 Definitions for pt 7

confidential information see section 62A(1).

designated person means a person who is—
(a) a public service employee employed in the department; or
(b) a health service employee; or
(c) the chief health officer; or
(d) the director of mental health appointed under the *Mental Health Act 2000*; or
(e) a health professional (other than a person mentioned in paragraphs (a) to (d)) engaged in delivering a public sector health service on behalf of the department, whether at a public sector health service facility or another place; or
(f) a person (other than a person mentioned in paragraph (a) or (b)) engaged temporarily to provide administrative support services for the department; or
(g) a person being educated or trained at a public sector health service facility as part of the requirements for—
(i) registration, enrolment or other authorisation (however described) to practise as a health professional; or
(ii) completion of a course of study qualifying a person for registration, enrolment or authorisation mentioned in subparagraph (i); or
(h) a person providing education or training at a public sector health service facility to a person mentioned in paragraph (g); or
(i) a volunteer carrying out duties at a public sector health service facility on behalf of the department; or
(j) another person prescribed under a regulation for this paragraph to be a designated person.

former designated person means a person who was, but is no longer, a designated person.

guardian, of a child, means a person who is recognised in law as having the duties, powers, responsibilities and authority that, by law, parents have in relation to their children.

health practitioner registration Act means any 1 of the following Acts—
- *Chiropractors Registration Act 2001*
- *Dental Practitioners Registration Act 2001*
- *Dental Technicians and Dental Prosthetists Registration Act 2001*

- *Medical Practitioners Registration Act 2001*
- *Medical Radiation Technologists Registration Act 2001*
- *Occupational Therapists Registration Act 2001*
- *Optometrists Registration Act 2001*
- *Osteopaths Registration Act 2001*
- *Pharmacists Registration Act 2001*
- *Physiotherapists Registration Act 2001*
- *Podiatrists Registration Act 2001*
- *Psychologists Registration Act 2001*
- *Speech Pathologists Registration Act 2001*.

health professional means—
(a) a person registered under a health practitioner registration Act or enrolled, registered or authorised to practise under the *Nursing Act 1992*; or
(b) a person, other than a person referred to in paragraph(a), who provides a health service, including, for example, an audiologist, dietician or social worker.

parent see section 61.

public sector health service facility means a facility at which public sector health services are usually delivered by or for the department.

S.61 Meaning of *parent*
(1) A ***parent*** of a child is the child's mother, father or someone else having or exercising parental responsibility for the child.
(2) However, a person standing in the place of a parent of a child on a temporary basis is not a parent of the child.
(3) A parent of an Aboriginal child includes a person who, under Aboriginal tradition, is regarded as a parent of the child.
(4) A parent of a Torres Strait Islander child includes a person who, under Island custom, is regarded as a parent of the child.

S. 62 Part does not apply to official
This part does not apply to a person who is or was an official to the extent the person acquired information because of being an official.

Division 2 Confidentiality

S.62A Confidentiality
(1) A designated person or former designated person must not disclose to another person, whether directly or indirectly, any information (***confidential information***) acquired because of being a designated person if a person who is receiving or has received a public sector health service could be identified from the confidential information.
Maximum penalty—50 penalty units.
(2) For subsection (1), another person includes another designated person or former designated person.
(3) Subsection (1) applies even if the person who could be identified from the disclosure of confidential information is deceased.

S.62B Disclosure required or permitted by law

Section 62A(1) does not apply to the disclosure of confidential information by a designated person if the disclosure is required or permitted by an Act or another law.

S.62C Disclosure with consent

Section 62A(1) does not apply to the disclosure of confidential information by a designated person if—

(a) the person to whom the confidential information relates is an adult and consents to the disclosure; or

(b) the person to whom the confidential information relates is a child and—

(i) the disclosure of the confidential information is by a health professional who reasonably believes the child is of sufficient age and mental and emotional maturity to understand the nature of consenting to the disclosure; and

(ii) the child consents to the disclosure; or

(c) the person to whom the confidential information relates is a child and—

(i) the disclosure of the confidential information is by a health professional who reasonably believes the child is of insufficient age or mental or emotional maturity to understand the nature of consenting to the disclosure; and

(ii) the child's parent or guardian consents to the disclosure; or

(d) the person to whom the confidential information relates is a child and the disclosure of the confidential information is by a health professional who reasonably believes the disclosure of the information is in the child's best interests.

S.62D Disclosure to person who has sufficient interest in health and welfare of person

(1) Section 62A(1) does not apply to the disclosure of confidential information by a designated person if the confidential information—

(a) is about the condition of the person to whom the information relates and is communicated in general terms; or

Example of communicated in general terms— A switchboard operator or media staff member at a hospital discloses that a person's condition is "satisfactory".

(b) is communicated by a health professional, under the recognised standards of the relevant health profession, to a person who, in the health professional's reasonable opinion, has a sufficient personal interest in the health and welfare of the person to whom the information relates.

Example of persons who a health professional could possibly reasonably opine to be persons having sufficient personal interest in the health and welfare of a person to whom the confidential information relates—

- the person's spouse
- the person's child, parent or guardian
- another person related by blood, marriage or adoption, or because of a de facto relationship or foster care relationship, to the person
- a friend of the person who has a close personal relationship with the person and a personal interest in the person's welfare
- an adult who is providing home care to the person who has a chronic condition or a disability
- a general practitioner who has had responsibility for the care and treatment of the person

(2) For subsection (1)(b), if the person to whom the confidential information relates is deceased another person has a sufficient personal interest in the health and welfare of the deceased person if, in the health professional's reasonable opinion, the other person would have had a sufficient interest while the deceased person was alive.

(3) Subsection (1) does not apply to the disclosure of confidential information to a person if the person to whom the confidential information relates asks that the confidential information not be disclosed generally or to that person.

S.62E Disclosure of confidential information for care or treatment of person

Section 62A(1) does not apply to the disclosure of confidential information by a designated person if the disclosure is required for the care or treatment of the person to whom the information relates and—
(a) the designated person is a health professional and the disclosure is in accordance with the recognised standards of the relevant health profession; or
(b) the disclosure is to a designated person who is a health professional.

S.62F Disclosure of confidential information in the public interest

(1) Section 62A(1) does not apply to the disclosure of confidential information by a designated person if—
(a) the chief executive believes, on reasonable grounds, the disclosure is in the public interest; and
(b) the chief executive has, in writing, authorised the disclosure.
(2) The department's annual report for a financial year under the *Financial Administration and Audit Act 1977* must include details of—
(a) the nature of any confidential information disclosed under subsection (1) during the financial year; and
(b) the purpose for which the confidential information was disclosed.
(3) However, the details mentioned in subsection (2)(a) must not identify, directly or indirectly, the person to whom the confidential information relates.
(4) Despite the *Public Service Act 1996*, section 57, the chief executive may not delegate the chief executive's power under subsection (1).

S.62G Disclosure for data collection and public health monitoring

Section 62A(1) does not apply to the disclosure of confidential information by a designated person if—
(a) the disclosure is to another designated person; and
(b) the disclosure and receipt of the confidential information is—
(i) to give effect to or manage a funding arrangement for a public sector health service; or
(ii) for analysing, monitoring or evaluating public health; and
(c) the other designated person is authorised in writing by the chief executive to receive the confidential information.

S.62H Disclosure for purposes relating to health services

Section 62A(1) does not apply to the disclosure of confidential information by a designated person if—
(a) the disclosure is to another designated person for evaluating, managing, monitoring or planning health services; or
(b) the disclosure is to an entity prescribed under a regulation for this paragraph for evaluating, managing, monitoring or planning health services as stated in the regulation.

S.62I Disclosure to prevent serious risk to life, health or safety etc.

Section 62A(1) does not apply to the disclosure of confidential information by a designated person if—

(a) the chief executive believes, on reasonable grounds, the disclosure is necessary to assist in averting a serious risk to—

(i) the life, health or safety of a person, including the person to whom the confidential information relates; or

(ii) public safety; and

(b) the chief executive has, in writing, authorised the disclosure.

S.62J Disclosure to or by inspector

Section 62A(1) does not apply to the disclosure of confidential information by a designated person if—

(a) the disclosure is to an inspector and the confidential information is relevant in relation to the performance of the inspector's function under part 7A; or

(b) the disclosure is by an inspector and is necessary for performing the inspector's function under part 7A.

S.62K Disclosure to official

Section 62A(1) does not apply to the disclosure of confidential information by a designated person if the disclosure is to an official and the confidential information is relevant to the functions being performed by the official.

S.62L Disclosure to health practitioner registration board or Queensland Nursing Council

Section 62A(1) does not apply to the disclosure of confidential information by a designated person if the disclosure is to a board established under a health practitioner registration Act or the Queensland Nursing Council for the purposes of—

(a) making, or giving information about, a complaint about a person who is or was—

(i) registered under the health practitioner registration Act; or

(ii) registered, enrolled or authorised to practise under the *Nursing Act 1992*; or

(b) answering questions or otherwise giving information as part of an investigation or a disciplinary proceeding about a person who is or was—

(i) registered under the health practitioner registration Act; or

(ii) registered, enrolled or authorised to practise under the *Nursing Act 1992*.

S.62LA Disclosure to Health Quality and Complaints Commission

Section 62A(1) does not apply to the disclosure of confidential information by a designated person if the disclosure is to the Health Quality and Complaints Commission for the purpose of—

(a) making, or giving information about, a complaint about a provider of health services; or

(b) answering questions or otherwise giving information as part of an investigation under the *Health Quality and Complaints Commission Act 2006* about a person who is or was a provider of health services; or

(c) giving the commission information about health services including information requested by the commission under the *Health Quality and Complaints Commission Act 2006*, section 21;[4] or

(d) giving the commission aggregated data, including data that identifies persons, about complaint management, patient safety or another matter relating to the quality of health services.

4 *Health Quality and Complaints Commission Act 2006*, section 21 (Commission may ask provider for information)

S.62M Disclosure to approved quality assurance committee

Section 62A(1) does not apply to the disclosure of confidential information by a designated person if the disclosure is to a committee declared under section 31(1) to be an approved quality assurance committee, or to a person authorised by the committee to receive the confidential information, to enable the committee to perform its functions.

S.62N Disclosure to Commonwealth, another State or Commonwealth or State entity

(1) Section 62A(1) does not apply to the disclosure of confidential information by the chief executive if—

(a) the disclosure is to the Commonwealth or another State, or an entity of the Commonwealth or another State and the disclosure—

(i) is required or allowed under an agreement—

(A) between Queensland and the Commonwealth, State or entity; and

(B) prescribed under a regulation for this paragraph; and

(ii) is considered by the chief executive to be in the public interest; or

(b) the disclosure is to an entity of the State and the disclosure—

(i) is required or allowed under an agreement—

(A) between the chief executive and the entity; and

(B) prescribed under a regulation for this paragraph; and

(ii) is considered by the chief executive to be in the public interest.

(2) The Commonwealth, a State or entity that receives confidential information under an agreement under subsection (1)—

(a) must not give it to anyone else unless allowed to do so by the agreement or in writing by the chief executive; and

(b) must ensure the confidential information is used only for the purpose for which it was given under the agreement.

(3) In this section ***entity of the State*** includes a department and an entity established under an Act for a public purpose.

S.62O Disclosure to Australian Red Cross Society

Section 62A(1) does not apply to the disclosure of confidential information by a designated person if the disclosure is to the Australian Red Cross Society for the purpose of tracing blood or tissue, or blood products derived from blood, infected with any disease or the donor or recipient of that blood or tissue.

S.62P Disclosure to person performing function under Coroners Act 2003

Section 62A(1) does not apply to the disclosure of confidential information by a designated person to a person who requires the confidential information to perform a function under the *Coroners Act 2003*, other than the preparation of an annual report.

S.62Q Necessary or incidental disclosure

Section 62A(1) does not apply to the disclosure of confidential information by a designated person that is necessary or incidental to a disclosure of confidential information otherwise permitted under this part.

Examples of necessary or incidental disclosures—

- the disclosure of confidential information to support staff at a public sector hospital who make appointments for patients, maintain patient records and undertake other administrative tasks.
- the disclosure of confidential information to the Health Insurance Commission or health insurance providers for processing the payment of accounts for treatment or diagnostic tests.
- the disclosure of confidential information to advise the chief executive about authorising the disclosure of confidential information in the public interest under section 62F or to collect confidential information for the purpose of a prescribed agreement under section 62N.
- accessing contact details for a person to seek the person's consent under section 62C to the disclosure of confidential information
- permitting contractors to access databases to write, test or analyse programs, perform database administration tasks or maintain technical aspects of computer hardware.

S.62R Former designated persons

(1) Sections 62B, 62C(a), 62F, 62J, 62L or 62Q (the ***relevant provisions***) apply to the disclosure of confidential information by a former designated person in the same way as they apply to the disclosure of confidential information by a designated person.
(2) For subsection (1), a reference in the relevant provisions to a designated person is taken to be a reference to a former designated person.

Queensland Government Information Standard No 42A
Information Privacy for the Queensland Department of Health (pgs 6-13)

National Privacy Principle 1

1.1 An organisation must not collect personal information unless the information is necessary for one or more of its functions or activities.

1.2 An organisation must collect personal information only by lawful and fair means and not in an unreasonably intrusive way.

1.3 At or before the time (or, if that is not practicable, as soon as practicable after) an organisation collects personal information about an individual from the individual, the organisation must take reasonable steps to ensure that the individual is aware of:

(a) the identity of the organisation and how to contact it;

(b) the fact that he or she is able to gain access to the information;

(c) the purposes for which the information is collected;

(d) the organisations (or the types of organisations) to which the organisation usually discloses information of that kind;

(e) any law that requires the particular information to be collected; and

(f) the main consequences (if any) for the individual if all or part of the information is not provided.

1.4 If it is reasonable and practicable to do so, an organisation must collect personal information about an individual only from that individual.

1.5 If an organisation collects personal information about an individual from someone else, it must take reasonable steps to ensure that the individual is or has been made aware of the matters listed in sub-clause 1.3 except to the extent that making the individual aware of the matters would pose a serious threat to the life or health of any individual.

1.6 If the information is required under a statutory collection the organisation which collects the information is not required to ensure that the individual is or has been made aware of the matters listed in subclause 1.3.

National Privacy Principle 2

2.1 An organisation must not use or disclose personal information about an individual for a purpose (the ***secondary purpose***) other than the primary purpose of collection unless:

(a) both of the following apply:

(i) the secondary purpose is related to the primary purpose of collection and, if the personal information is sensitive information, directly related to the primary purpose of collection;

(ii) the individual would reasonably expect the organisation to use or disclose the information for the secondary purpose; or

(b) the individual has consented to the use or disclosure; or

(c) if the information is not sensitive information and the use of the information is for the secondary purpose of direct marketing:

(i) it is impracticable for the organisation to seek the individual's consent before that particular use; and

(ii) the organisation will not charge the individual for giving effect to a request by the individual to the organisation not to receive direct marketing communications; and

(iii) the individual has not made a request to the organisation not to receive direct marketing communications; and

(iv) in each direct marketing communication with the individual, the organisation draws to the individual's attention, or prominently displays a notice, that he or she may express a wish not to receive any further direct marketing communications; and

(v) each written direct marketing communication by the organisation with the individual (up to and including the communication that involves the use) sets out the organisation's business address and telephone number and, if the communication with the individual is made by fax, telex or other electronic means, a number or address at which the organisation can be directly contacted electronically; or

(d) if the information is health information and the use or disclosure is necessary for research, or the compilation or analysis of statistics, relevant to public health or public safety:

(i) it is impracticable for the organisation to seek the individual's consent before the use or disclosure; and

(ii) the use or disclosure is conducted in accordance with guidelines approved for the purposes of this subparagraph; and

(iii) in the case of disclosure - the organisation reasonably believes that the recipient of the health information will not disclose the health information or personal information derived from the health information; or

(e) the organisation reasonably believes that the use or disclosure is necessary to lessen or prevent:

(i) a serious and imminent threat to an individual's life, health or safety; or

(ii) a serious threat to public health or public safety; or

(f) the organisation has reason to suspect that unlawful activity has been, is being or may be engaged in, and uses or discloses the personal information as a necessary part of its investigation of the matter or in reporting its concerns to relevant persons or authorities; or

(g) the use or disclosure is required or authorised by or under law; or

(h) the organisation reasonably believes that the use or disclosure is reasonably necessary for one or more of the following by or on behalf of an enforcement body:

(i) the prevention, detection, investigation, prosecution or punishment of criminal offences, breaches of a law imposing a penalty or sanction or breaches of a prescribed law;

(ii) the enforcement of laws relating to the confiscation of the proceeds of crime;

(iii) the protection of the public revenue;

(iv) the prevention, detection, investigation or remedying of seriously improper conduct or prescribed conduct;

(v) the preparation for, or conduct of, proceedings before any court or tribunal, or implementation of the orders of a court or tribunal.

(Note 1: It is not intended to deter organisations from lawfully co-operating with agencies performing law enforcement functions in the performance of their functions.

Note 2: Sub-clause 2.1 does not override any existing legal obligations not to disclose personal information (for example, section 63 of the *Health Services Act 1991*). Nothing in sub-clause 2.1 requires an organisation to disclose personal information; an organisation is always entitled not to disclose personal information in the absence of a legal obligation to disclose it.

Note 3: An organisation is also subject to the requirements of National Privacy Principle 9 if it transfers personal information to a person in a foreign country.)

2.2 If an organisation uses or discloses personal information under paragraph 2.1(h), it must make a written note of the use or disclosure.

2.3 **Sub-clause 2.3 deleted – not relevant to Queensland Health.**

2.4 Despite sub-clause 2.1, an organisation that provides a health service to an individual may disclose health information about the individual to a person who is responsible for the individual if:

(a) the individual:

(i) is physically or legally incapable of giving consent to the disclosure; or

(ii) physically cannot communicate consent to the disclosure; and

(b) a natural person (the ***carer***) providing the health service for the organisation is satisfied that either:

(i) the disclosure is necessary to provide appropriate care or treatment of the individual; or

(ii) the disclosure is made for compassionate reasons; and

(c) the disclosure is not contrary to any wish:

(i) expressed by the individual before the individual became unable to give or communicate consent; and

(ii) of which the carer is aware, or of which the carer could reasonably be expected to be aware; and

(d) the disclosure is limited to the extent reasonable and necessary for a purpose mentioned in paragraph (b).

2.5 For the purposes of sub-clause 2.4, a person is ***responsible*** for an individual if the person is:

(a) a parent of the individual; or

(b) a child or sibling of the individual and at least 18 years old; or

(c) a spouse or de facto spouse of the individual; or

(d) a relative of the individual, at least 18 years old and a member of the individual's household; or

(e) a guardian of the individual; or

(f) exercising an enduring power of attorney granted by the individual that is exercisable in relation to decisions about the individual's health; or

(g) a person who has an intimate personal relationship with the individual; or

(h) a person nominated by the individual to be contacted in case of emergency.

2.6 In sub-clause 2.5:

child of an individual includes an adopted child, a step-child and a foster-child, of the individual.

parent of an individual includes a step-parent, adoptive parent and a foster-parent, of the individual.

relative of an individual means a grandparent, grandchild, uncle, aunt, nephew or niece, of the individual.

sibling of an individual includes a half-brother, half-sister, adoptive brother, adoptive sister, step-brother, step-sister, foster-brother and foster-sister, of the individual.

(Note: Sub-clauses 2.4 – 2.6 do not override any law with respect to assisted and substitute decision making; for example, the *Guardianship and Administration Act 2000* and the *Powers of Attorney Act 1998*).

National Privacy Principle 3

An organisation must take reasonable steps to make sure that the personal information it collects, uses or discloses is accurate, complete and up-to-date.

National Privacy Principle 4

4.1 An organisation must take reasonable steps to protect the personal information it holds from misuse, loss and unauthorised access, modification or disclosure.

4.2 An organisation must take reasonable steps to destroy or permanently de-identify personal information if it is no longer needed for any purpose for which the information may be used or disclosed under National Privacy Principle 2.

National Privacy Principle 5

5.1 An organisation must set out in a document clearly expressed policies on its management of personal information. The organisation must make the document available to anyone who asks for it.

5.2 On request by a person, an organisation must take reasonable steps to let the person know, generally, what sort of personal information it holds, for what purposes, and how it collects, holds, uses and discloses that information.

(Note: Sub-clauses 5.1 – 5.2 do not affect the Department's obligation to develop and make publicly available a privacy plan setting out:

- the nature of the records of personal information kept by or on behalf of the Department (including public registers managed within the Department);
- the purpose for which each type of record is kept;
- the classes or types of individuals about whom records are kept;
- the period for which each type of record is kept;
- the persons who are entitled to have access to personal information contained in the records and the conditions under which they are entitled to have that access; and

- the steps that should be taken by persons wishing to obtain access to that information.)

National Privacy Principle 6

Deleted as right of access and correction is limited to the *Freedom of Information Act 1992* and/or the Department of Health's Administrative Access to Health Records policy.

National Privacy Principle 7

7.1 An organisation must not adopt as its own identifier of an individual an identifier of the individual that has been assigned by:

(a) an agency; or

(b) an agent of an agency acting in its capacity as agent; or

(c) a contracted service provider for a Commonwealth contract acting in its capacity as contracted service provider for that contract.

7.1A **Sub-clause 7.1A deleted as not relevant to Queensland Health**

7.2 An organisation must not use or disclose an identifier assigned to an individual by an agency, or by an agent or contracted service provider mentioned in sub-clause 7.1, unless:

a) the use or disclosure is necessary for the organisation to fulfil its obligations to the agency; or

b) one or more of paragraphs 2.1(e) to 2.1(h) (inclusive) apply to the use or disclosure.

c) **Sub-clause 7.2(c) deleted as not relevant to Queensland Health**

7.3 In this clause:

identifier includes a number assigned by an organisation to an individual to identify uniquely the individual for the purposes of the organisation's operations. However, an individual's name or ABN (as defined in the *A New Tax System (Australian Business Number) Act 1999*) is not an ***identifier***.

National Privacy Principle 8

Wherever it is lawful and practicable, individuals must have the option of not identifying themselves when entering transactions with an organisation.

National Privacy Principle 9

An organisation in Australia or an external Territory may transfer personal information about an individual to someone (other than the organisation or the individual) who is in a foreign country only if:

(a) the organisation reasonably believes that the recipient of the information is subject to a law, binding scheme or contract which effectively upholds principles for fair handling of the information that are substantially similar to the National Privacy Principles; or

(b) the individual consents to the transfer; or

(c) the transfer is necessary for the performance of a contract between the individual and the organisation, or for the implementation of pre-contractual measures taken in response to the individual's request; or

(d) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the individual between the organisation and a third party; or

(e) all of the following apply:

(i) the transfer is for the benefit of the individual;

(ii) it is impracticable to obtain the consent of the individual to that transfer;

(iii) if it were practicable to obtain such consent, the individual would be likely to give it; or

(f) the organisation has taken reasonable steps to ensure that the information which it has transferred will not be held, used or disclosed by the recipient of the information inconsistently with the National Privacy Principles.

National Privacy Principle 10

10.1 An organisation must not collect sensitive information about an individual unless:

(a) the individual has consented; or

(b) the collection is required by law; or

(c) the collection is necessary to prevent or lessen a serious and imminent threat to the life or health of any individual, where the individual whom the information concerns:

(i) is physically or legally incapable of giving consent to the collection;

(ii) physically cannot communicate consent to the collection; or

(d) **~~Sub-clause~~ 10.1(d) deleted as not relevant to Queensland Health**

(e) the collection is necessary for the establishment, exercise or defence of a legal or equitable claim.

10.2 Despite sub-clause 10.1, an organisation may collect health information about an individual if:

(a) the information is necessary to provide a health service to the individual; and

(b) the information is collected:

(i) as required or authorised by law; or

(ia) by a designated person with the approval of the chief executive; or

(ii) in accordance with rules established by competent health or medical bodies that deal with obligations of professional confidentiality which bind the organisation.

10.3 Despite sub-clause 10.1, an organisation may collect health information about an individual if:

(a) the collection is necessary for any of the following purposes:

(i) research relevant to public health or public safety;

(ii) the compilation or analysis of statistics relevant to public health or public safety;

(iii) the management, funding or monitoring of a health service;

(b) that purpose cannot be served by the collection of information that does not identify the individual or from which the individual's identity cannot reasonably be ascertained; and

(c) it is impracticable for the organisation to seek the individual's consent to the collection; and

(d) the information is collected:

(i) as required or authorised by law; or

(ia) by a designated person with the approval of the chief executive;

(ii) in accordance with rules established by competent health or medical bodies that deal with obligations of professional confidentiality which bind the organisation; or

(iii) in accordance with guidelines approved for the purposes of this sub-paragraph.

10.4 If an organisation collects health information about an individual in accordance with sub-clause 10.3, the organisation must take reasonable steps to permanently de-identify the information before the organisation discloses it.

(Note: For the purpose of sub-clause 10.3, the chief executive may delegate the power to approve the collection of information by a designated person).

SCHEDULE 3

CONSENT FOR ACCESS TO YOUR MEDICAL RECORDS

The Medical Examination that you are about to undergo will provide information to the medical staff of International Health and Medical Services **("IHMS")**, the organisation which provides medical and health services to the Commonwealth of Australia, to help evaluate your health with respect to your admission to this facility. IHMS will maintain your test results, together with your medical history. This information will remain at all times the property of the Commonwealth of Australia.

While you are in immigration detention you may need to consult a doctor for medical reasons.

Some treating doctors are employees of IHMS. Other treating doctors are not employees of IHMS, but their services may nevertheless be required.

The Commonwealth of Australia wants to ensure that all doctors who treat you have access to your medical records, so that all necessary and appropriate health care can be provided to you.

If you consent, the Commonwealth of Australia will be able to ensure that all doctors who treat you, regardless of your physical location, will have access to your medical records, including those records already in the Commonwealth's possession.

If you consent, the Commonwealth of Australia will also be able to ensure that if you are transferred to another place of immigration detention, such as another facility, your medical records will be forwarded to the persons responsible for the management of that other place of detention. This means that doctors at that other place of detention will also have access to your medical records, so that all necessary and appropriate health care can be provided to you.

Do you consent to the Commonwealth of Australia, IHMS, and treating doctors who are not employees of IHMS, regardless of their physical location, accessing your medical records for the purposes of your health care?

YES *NO*

Detainee

Name_____Signature_____

Date_____

Witness

Name_____ Signature_____

Designation_____ Date_____

SCHEDULE 4

Privacy and Personal Medical Information Consent

The Department of Immigration and Citizenship needs to collect personal information about you to perform its functions required by the *Migration Act 1958* and to better manage your health requirements while in detention.

In the course of managing your case, the Department of Immigration and Citizenship may need to disclose your personal information to: the detention centre management, medical practitioners and other health professionals, legal advisers and law enforcement authorities, and other government entities where there are obligations under law to do so. The Department may also need to obtain information regarding your health care arrangements prior to entering the detention centre or if you are placed in alternative detention, this will be done through the Department's medical services provider.

Personal information provided to the Department will be treated confidentially and will only be used and/or disclosed in accordance with your consent and/or the provisions of the *Migration Act 1958* and *Privacy Act 1988.*

For more information about how the Department of Immigration and Citizenship protects the privacy of your personal information, call 131 881 or email our privacy officer at privacy@immi.gov.au. Additional information can be found on our website at **www.immi.gov.au**

Please read and sign this authorisation and declaration

I authorise and consent for Queensland Health and the **Detention Health Services Provider** to release a copy of my medical records and reports ,together with any information about me, to the Department of Immigration and Citizenship.

I understand that this information is required for the purposes of determining and managing my ongoing immigration claims and/or my health whilst in detention.

I further authorise and consent to a photocopy of this document as sufficient evidence of my authority and consent to discuss or provide the information requested.

I declare that:

- the information I have supplied on this form and any other attachment is true and accurate;
- I am aware that the making of a false or misleading claim or false or misleading statements may hinder my claims under the *Migration Act 1958.*

Full Name (Printed): _____

Date of Birth: _____

Your signature _____

Date _____

Translator Information:

If the document is translated for the client, then the translator is required to counter sign. As the appointed translator you are signing that you have accurately translated the contents of the document to the client, checked their understanding of the contents prior to the client signing. You are also aware of the confidentiality clause under which you have been engaged, and agree to not disclose any information contained in the document.

Full Name (Printed): _____

Organisation: _____

Your signature _____

Date _____

Witness Information:

As a witness you are required to have seen the client signing their signature and agree to not disclose any information contained in the document.

Full Name (Printed): _____

Organisation: _____

Your signature _____

Date _____

Guardian Information:

If the client is unable or unwilling to release the information, then if a guardian has been appointed, and they deem the release of the information in the best interest of the client, they may approve the release of the documentation.

Guardian Approval:

Full Name (Printed): _____

Organisation: _____

Your signature _____

Date _____

Please provide a copy to all signatories

How does Department of Immigration and Citizenship protect my privacy?

Why does Department of Immigration and Citizenship collect personal information?

Department of Immigration and Citizenship collects personal information about you to process your claim for refugee status and to assist with your management whilst you are in detention.

How is my privacy protected?

Department of Immigration and Citizenship are covered by the *Privacy Act 1988*. The Privacy Act gives you a number of rights, including the following:

- you must be told why your personal information is being collected and whether it can be given to anyone else
- you have the right to see what information is held about you and have it corrected if it is incorrect or out of date (the *Freedom of Information Act 1982* also covers this)
- you have the right to have your personal information stored securely and protected from unauthorised access or misuse
- you have the right to know how your personal information will be used
- if you believe your privacy has been infringed you can make a complaint.

The *Privacy Act 1988* has specific provisions that prohibit any officer of this department (or any other government department) from collecting, using or disclosing anyone's personal information except in performing their duties and in specific situations permitted by law.

The *Privacy Act 1988* defines personal information as 'information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion'.

The office of the Minister and the Department of Immigration and Citizenship (DIAC) manages this website on behalf of the Minister, and treats personal information as confidential.

The *Privacy Act 1988* is the key law designed to protect your rights and prevent misuse of personal information collected by government agencies such as this department.

Also, information received by the Minister's office and this department is protected from unauthorised use and disclosure by virtue of specific provisions in the *Migration Act 1958*, *Crimes Act 1914*, *Public Service Act 1999* and the *Public Service Regulations 1999*.

A breach of these laws may make an officer liable to criminal and/or civil penalty.

How do I find out more?

If you have a question about privacy, confidentiality or access to information, ask to be put in touch with the Department of Immigration and Citizenship Privacy Officer.

For more information about how the Department of Immigration and Citizenship protects the privacy of your personal information, call 131 881or email our privacy officer at privacy@immi.gov.au additional information can be found on our website at **www.immi.gov.au**

SCHEDULE 5

The Guardianship and Administration Act 2000

S.63 Urgent health care

(1) Health care, other than special health care, of an adult may be carried out without consent if the adult's health provider reasonably considers—

(a) the adult has impaired capacity for the health matter concerned; and

(b) either—

(i) the health care should be carried out urgently to meet imminent risk to the adult's life or health; or

(ii) the health care should be carried out urgently to prevent significant pain or distress to the adult and it is not reasonably practicable to get consent from a person who may give it under this Act or the *Powers of Attorney Act 1998*.

(2) However, the health care mentioned in subsection (1)(b)(i) may not be carried out without consent if the health provider knows the adult objects to the health care in an advance health directive.

(3) However, the health care mentioned in subsection (1)(b)(ii) may not be carried out without consent if the health provider knows the adult objects to the health care unless—

(a) the adult has minimal or no understanding of 1 or both of the following—

(i) what the health care involves;

(ii) why the health care is required; and

(b) the health care is likely to cause the adult—

(i) no distress; or

(ii) temporary distress that is outweighed by the benefit to the adult of the health care.

(4) The health provider must certify in the adult's clinical records as to the various things enabling the health care to be carried out because of this section.

(5) In this section—

health care, of an adult, does not include withholding or withdrawal of a life-sustaining measure for the adult.

S.63A Life-sustaining measure in an acute emergency

(1) A life-sustaining measure may be withheld or withdrawn for an adult without consent if the adult's health provider reasonably considers—

(a) the adult has impaired capacity for the health matter concerned; and

(b) the commencement or continuation of the measure for the adult would be inconsistent with good medical practice; and

(c) consistent with good medical practice, the decision to withhold or withdraw the measure must be taken immediately.

(2) However, the measure may not be withheld or withdrawn without consent if the health provider knows the adult objects to the withholding or withdrawal.27

(3) The health provider must certify in the adult's clinical records as to the various things enabling the measure to be withheld or withdrawn because of this section.

(4) For this section, artificial nutrition and hydration is not a life-sustaining measure.

S.64 Minor, uncontroversial health care

(1) Health care, other than special health care, of an adult may be carried out without consent if the adult's health provider—

(a) reasonably considers the adult has impaired capacity for the health matter concerned; and

(b) reasonably considers the health care is—

(i) necessary to promote the adult's health and wellbeing; and

(ii) of the type that will best promote the adult's health and wellbeing; and

(iii) minor and uncontroversial; and

27 Object is defined in schedule 5 (Dictionary).

From: Sally Gannon
Sent: Thursday, 31 July 2014 1:50 PM
To: s.73
Cc: Rachel Vowles
Subject: RE: QLD Health MOU [DLM=For-Official-Use-Only]

Hi s.73

Unfortunately, there has been minimal movement on the MoU since my last email to you on 3 July. We're still working with our Department of Premier and Cabinet's intergovernmental team as to the best way forward.

In regards to your query around decentralisation, this was a key component of the Health Reforms implemented via the National Health Reform Agreement between the States and the Commonwealth. The main policy push was for decisions to be made at the local level - see Schedule D at http://www.federalfinancialrelations.gov.au/content/npa/health_reform/national-agreement.pdf. I've also included a few links below to fact sheets created by our Office of Health Statutory Agencies that you may find useful:

http://www.health.qld.gov.au/ohsa/docs/1-1.pdf - Government Role - Commonwealth and State

http://www.health.qld.gov.au/ohsa/docs/1-6.pdf - Role of Hospital and Health Services

http://www.health.qld.gov.au/ohsa/docs/1-7.pdf - Role of the Department of Health

http://www.health.qld.gov.au/ohsa/docs/2-1.pdf - Health system funding overview

Cheers

Sally

Sally Gannon
A/Principal Policy Officer
Strategic Policy Team | Policy and Clinician Engagement

Health Service and Clinical Innovation Division
Department of Health | Queensland Government

147 Charlotte Street Brisbane QLD 4000
t. 07 3234 1771
e. sally.gannon@health.qld.gov.au | www.health.qld.gov.au

From: s.73 [mailto: s.73 @immi.gov.au]
Sent: Tuesday, 29 July 2014 3:21 PM
To: Jessica Kemp
Cc: Rachel Vowles; Sally Gannon; s.73
Subject: RE: QLD Health MOU [DLM=For-Official-Use-Only]

For-Official-Use-Only

Hi Jess,

Thanks for the update. Hope you enjoy the new role and thanks for all your help with the MOU to date J

Rachel/Sally, I look forward to hearing from you in regards to my query below.

Cheers,

s.73 **I** Assistant Director – South/East Region **I** Detention Health Contracts Section

Detention Health Services Branch **I** Detention Infrastructure & Services Division

Department of Immigration & Border Protection
Mobile s.73 **I Phone** s.73 **I Email** s.73 @immi.gov.au

For-Official-Use-Only

From: Jessica Kemp [mailto:Jessica.Kemp@health.qld.gov.au]
Sent: Tuesday, 29 July 2014 3:17 PM
To: s.73
Cc: Rachel Vowles; Sally Gannon
Subject: RE: QLD Health MOU [DLM=For-Official-Use-Only]

Hi s.7,

Good to hear from you. I have actually just recently changed positions and I'm therefore no longer the contact for you for the MoU/arrangements for treatment of asylum seekers.

Sally and/or Rachel should however be able to bring you up to speed on where things are at and provide you with any information that you require on the restructure.

Regards

J

Jessica Kemp
Statewide Health Service Strategy & Planning Unit | Service Needs Access & Planning Branch | Health Commissioning Queensland | Department of Health | Queensland Government
147-163 Charlotte Street Brisbane Queensland 4000
t. 07 3239 6409
e. jessica.kemp@health.qld.gov.au | www.health.qld.gov.au

From: s.73 [mailto: s.73 @immi.gov.au]
Sent: Tuesday, 29 July 2014 2:53 PM
To: Jessica Kemp
Subject: QLD Health MOU [DLM=For-Official-Use-Only]

For-Official-Use-Only

Hi Jess,

Haven't touched base in a while, so thought I should drop a quick email to see how things are progressing on your end regarding the future of the QLD Health MOU?

I am in the process of drafting a Minute for our Senior Executive to outline the changes which are occurring and why we are seeking to decentralise the management of services and I was hoping you may be able to provide me with some background regarding the decentralisation (what is driving it, change in policy, funding etc)?

Cheers,

s.73 **I** Assistant Director – South/East Region **I** Detention Health Contracts Section

Detention Health Services Branch **I** Detention Infrastructure & Services Division

Department of Immigration & Border Protection
Mobile s.73 **I Phone** s.73 **I Email** s.73 @immi.gov.au

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http://www.immi.gov.au/functional/privacy.htm

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From: Rachel Pearce
Sent: Wednesday, 10 September 2014 2:38 PM
To: Louise Mahoney (Louise.Mahoney@premiers.qld.gov.au); Sandra.Eyre@premiers.qld.gov.au
Cc: Vivienne Hassed; Sally Gannon; Rachel Vowles
Subject: Update on Provision of Health Services to People in Immigration Detention MoU

Hi Louise and Sandra,

I understand the urgency from last week for further information on this agreement has passed; however, I thought you might appreciate this update from the Strategic Policy team anyway.

- This piece of work is not currently a priority for the HSCI Division due to a range of competing priorities, so substantial progress on this is not expected in the short term. That said, work is underway on an issues/options paper which will address your previous questions on the MoU.
- Other jurisdictions are also working with the Department of Immigration and Border Protection (DIBP) to formalise arrangements. As far as we know, only WA have a finalised agreement in place. Others, like Victoria, do not even have an existing agreement like our MoU.
- Queensland has a low number of immigration detainees. As at 31 July 2014, there were only 609 people in community detention and 65 at the Brisbane Immigration Transit Accommodation. There used to be a detention centre at Scherger (near Weipa) but this has now closed and subsequently, Queensland's total numbers have dropped.
- This cohort will eventually disappear as it is linked to historical immigration policies (eg. asylum seekers used to be transitioned out of immigration detention on the mainland / Christmas Island into community detention). These people are now on Manus Island / Nauru and the option to transition to community detention is no longer available under current immigration legislation. As such, consideration will have to be given to whether it is worth pursuing a change in agreement when this cohort will (eventually) not exist.
- The majority of immigration detainees go to Mater if they require health services. For example, last week there was an immigration detainee from Manus Island that was transferred to Mater.

I hope this is of some assistance (or even interest!) until such time as we have a final discussion paper to circulate.

Kind regards,
Rachel.

Rachel Pearce
A/Principal Policy Officer
State and Commonwealth Funding Unit | Finance Branch |
System Support Services Division
Department of Health | Queensland Government
147-163 Charlotte Street, Brisbane, QLD 4000
t: 07 340 56105
e. rachel.pearce@health.qld.gov.au | www.health.qld.gov.au

From: Dawn Schofield
Sent: Tuesday, 21 January 2014 3:36 PM
To: Rachel Vowles; Sally Gannon
Subject: FW: Health services for non medicare eligible asylum seekers in Qld [DLM=For-Official-Use-Only]

Hi guys,

FYI….I also spoke to s.7 – he is super and is making comment on our MoU now!

Re BVEs that have expired - I think we need to do a BN for A up to Mins Office saying we think numbers will be small we should provide the care and then pursue DIBP down the track. We could also advise in the BN that due to the nature of the issue DIBP were unable to provide conclusive advice or status of the issue within DIBP or at a Commonwealth Minister level and could suggest Min to Min contact – could draw parallels with PNG – could rap the whole lot up together.

I'll also talk to Colleen, but this is what I'll propose.

Thanks

Dawn

From: s.73 [mailto: s.73 @immi.gov.au]
Sent: anuary 2014 10:35 AM
To: Dawn Schofield
Cc: s.73
Subject: FW: Health services for non medicare eligible asylum seekers in Qld [DLM=For-Official-Use-Only]

For-Official-Use-Only

Hi Dawn

s.7 has asked me to respond to this query as she is basically offline working on a major ect for a short, but intense, period at this time. I am not aware of any changes to the current payment regime re the HSC/MOU except in relation to BVs whereby the visa holder has access to medicare. I am also not aware of TPVS being issued at this stage as I understand that there is some legislative bar on issue that needs to be rectified.

Re Q1, if a detainee, however described, seeks medical treatment in such a situation then DIBP can be contacted as indicated to ascertain status and entitlements.

Re Q2: Detainees in APODs would be treated the same as detainees in any other form detention (other than CD). They would receive primary care as per normal at the facility where held and would be referred to a hospital etc for secondary/tertiary care (ie hospital or emergency treatment that cannot be provided initially at usual place of detention). Invoicing would be per the provisions of the HSC/MOU and there would be no cost to the detainee.

Community Detainees who attend hospital may have been referred by their IHMS-allocated GP who may contact the IHMS CD Assistance Desk (CDAD) to facilitate the admission and payment.

However, GPs may also directly arrange hospital admission without the help of CDAD. Also, in many cases the Community Detainee will access hospital facilities via ambulance for "emergency" reasons. In the latter two cases, they would present their IHMS ID card which should trigger an invoice to IHMS.

In all CD cases, IHMS would pay the hospital bills and pass through the cost to DIBP.

Re Q3: A person with an expired BV would be unlawful and subject to detention, however described, unless another visa was issued. In the case of a person with an expired visa, they would only be covered by the provisions outlined in the contract with DIBPs Health Services Provider for primary care and the MOU for all Hospital care once in detention.

If they are unlawful with no visa or an expired or cancelled visa and not in detention then the provisions of the Health Services Contract or the MOU do not apply. Both these Documents relate to detainees.only.

Please call me if you wish to discuss

Kind regards

s.73

s.73
Contract Manager
Detention Health Contracts Section
Detention Health Services Branch
Department of Immigration and Border Protection
☎: s.73
:
:
: s.73 @immi.gov.au

For-Official-Use-Only

From: s.73
Sent: Thursday, 16 January 2014 8:23 AM
To: s.73
Cc: s.73
Subject: FW: Health services for non medicare eligible asylum seekers in Qld [DLM=For-Official-Use-Only]

For-Official-Use-Only

Hi s.73

Would you be able to have a chat to s.73 (in our Department) regarding the dot points below and get some clarity on what they are after? Dawn and Sally from QLD Health have advised they are receiving a number of queries especially regarding the provision of health care to those with expired Bridging Visas.

s.73 – can you please help s.73 with any assistance he may need in locating our MOU file, doing research regarding the issue, logging all related corro on TRIM etc.

Thanks

s.73

s.73 | Assistant Director - EAST | Detention Health Contracts Section
Services Branch | Detention Infrastructure and Services Division
Department of Immigration and Border Protection
☎ s.73 | ☏ s.73 | 🖷 s.73 | s.73@immi.gov.au

For-Official-Use-Only

From: Dawn Schofield [mailto:Dawn_Schofield@health.qld.gov.au]
Sent: Thursday, 19 December 2013 8:56 PM
To: s.73
Cc: s.73 s.73; Rachel Vowles; Sally Gannon
Subject: Health medicare eligible asylum seekers in Qld

Hi s.73,

Thanks for taking my call recently and sorry for the delay in emailing you.

As discussed, I have had several enquiries form Queensland Settlement agencies (MDA and Redcross) in relation to Queensland hospitals endeavouring to charge asylum seekers for health care services provided. I suspect most of the issues relate to asylum seekers that were on bridging visas but whose visas have now expired and those that are on Temporary Protection Visas (although I'm not sure if these are currently being used).

I am more than happy to ensure that our hospital and health services are provided up to date information, but would like to confirm my understanding of medicare eligibility arrangements, in particular for those on expired bridging visas. My current understanding is..

1. Asylum Seekers on Bridging Visas or Temporary Protection Visas are Medicare eligible, in all but a few cases.

If an Asylum Seeker on this type of visa, does not yet have a Medicare Card or has lost, misplaced or forgotten to bring the card, we understand that hospital staff can contact the Department of Immigration and Border Protection (DIBP) on 131 881 to clarify a persons visa status and entitlements.

2. Asylum seekers in Community Detention or Facility-based detention are not medicare eligible.

However, since 2008, a Memorandum of Understanding has been in place between Queensland Health and the Immigration Department that allows for Queensland Health to bill (through a 3rd party), the Immigration Department for health care to persons in immigration detention, including alternative places of immigration detention. In affect this means the person receiving the care should not receive the bill; however, with recent changes in both health and immigration, I believe there may be some confusion over the process, which we are happy to clarify with health staff. (I've cc'd Michael Shelton and Bec Carey our contacts in DIBP for the MoU).

3. Asylum seekers with expired Bridging Visas.

As discussed, my thought would be that those with expired Bridging Visas would be like any other person with an expired visa (e.g. tourist). That is, they are unlawful and if known to DIBP - which I assume people with expired Bridging Visas are (?!) then they are in DIBP's detention and as such, payment for health services should be covered under the MoU?

Your advise would be greatly appreciated!

Thanks
Dawn

Dawn Schofield
Director
(Mon, Tue, Wed, Thur only)
Strategic Policy Unit
Policy and Planning Branch

System Policy and Performance Division | **Department of Health**
8th Floor, QHB
147-163 Charlotte Street, Brisbane, QLD 4000
P: (07) 3234 0575
M: s.47(3)(b)
F: (07) 3405 6138
dawn_schofield@health.qld.gov.au

facebook.com/qldhealth | twitter.com/qldhealthnews

I acknowledge the Turrbul people on whose land I live and work, and their elders and descendants, both past and present.

****

17 JUN 2014

Brief for Approval

Department RecFind No:	BR059313
Division/HHS:	SPP
File Ref No:	

Requested by:

☒ Department ☐ Minister's office

SUBJECT: Refugees, Asylum Seekers and Detainees Information Sheet

Recommendation/s

1. It is recommended that the Director-General **approve** the publication and distribution of the attached Refugees, Asylum Seekers and Detainees Information Sheet (Attachment 1) to Hospital and Health Services (HHSs) and other interested stakeholders to provide clarification on the varying visa types, Medicare eligibility and applicable revenue source(s).

Headline issues

2. The Red Cross has raised concerns with the Department of Health (the department) regarding the billing arrangements for refugees, asylum seekers and detainees following reported incidences of incorrect billing in some HHSs.
3. There have also been recent changes to national immigration policies that have caused some confusion.
4. Medicare eligibility and billing arrangements vary depending on visa type or detention status.
5. To provide clarification to HHSs of the current immigration environment, the department will provide each HHS with an information sheet that outlines the different types of visas, corresponding Medicare eligibility and applicable revenue source(s).
6. The information sheet will also be published on Queensland Health's Multicultural Website to assist stakeholders, such as the Red Cross and Department of Immigration and Border Protection, in communications with their clients on issues related to accessing public health services in Queensland.
7. The department proposes to develop and distribute regular communications to HHSs about refugee, asylum seeker and detainee issues.

Background

8. Blueprint: Health services focused on patients and people.

Consultation

9. The Media and Communications Unit, Office of the Director-General and the Revenue Strategy and Support Unit, System Support Services Division have reviewed and provided input to the information sheet.

Attachments

10. Attachment 1: Refugees, Asylum Seekers and Detainees Information Sheet.

Department RecFind No:	BR059313
Division/HHS:	SPP
File Ref No:	

APPROVED/NOT APPROVED (NOTED)

Michael Illay
MICHAEL CLEARY

IAN MAYNARD
Director-General

17 / 6 / 2014

To Minister's Office for Approval ☐
for Noting ☐

Director-General's comments

- THANK YOU FOR THE ADVICE
- I WOULD RECOMMEND DDG-SPP APPROVE THESE MATERIALS ON BEHALF OF THE DG
- NOTE THAT I SUGGEST PAGE 2 BE REVISED MICHAEL CLEARY FOR DG - 17.6.2014.

Minister's Office Use Only
APPROVED/NOT APPROVED NOTED NOTED

LAWRENCE SPRINGBORG
Minister for Health

/ /

Chief of Staff

/ /

Minister's comments

Briefing note rating
1 2 3 4 (1 = poor and 4 = excellent)

Author	Cleared by: (Dir)	Cleared by: (SD)	Content verified by: (CEO/DDG/Div Head)
Sally Gannon	Dawn Schofield	Colleen Jen	Philip Davies
A/Principal Policy Officer	Director	Senior Director	Deputy Director-General
Strategic Policy Unit	Strategic Policy Unit	Policy and Planning Branch	System Policy and Performance Division
3234 1771	3234 0575	3234 0618	3234 0461
		s.47(3)(b)	s.47(3)(b)
5 June 2014	5 June 2014	10 June 2014	16 June 2014

Department of Health

Refugees, asylum seekers and detainees

Information sheet
June 2014

Purpose

This information sheet provides general information on the responsibilities of Hospital and Health Services (HHSs) in the provision of healthcare to refugees, asylum seekers and detainees, including information on Medicare eligibility and revenue.

Key information

- Public hospitals have a duty of care to provide medically necessary treatment[1], regardless of a patient's capacity to pay or their visa status.
- Medical practitioners and HHS staff also have a role to play in assisting all patients, including refugees, asylum seekers and detainees, to navigate the public healthcare system to promote timely and equitable care.
- Persons granted refugee status are deemed Medicare eligible and are entitled to choose to receive public hospital services free of charge as public patients.
- Asylum seekers on bridging visas are deemed Medicare eligible (except in some cases—see Table 1) and are entitled to choose to receive public hospital services free of charge as public patients.
- Asylum seekers on bridging visas who are Medicare ineligible or asylum seekers who have expired bridging visas may be eligible to receive funding from the Red Cross for their healthcare costs under the Community Assistance Support (CAS) program or the Asylum Seeker Assistance Scheme (ASAS).
- Detainees in community detention and detainees in facility-based detention are deemed Medicare ineligible. Where these patients choose to access public hospital services, fees are to be raised for those services and directed to the Department of Immigration and Border Protection via its health service provider International Health and Medical Services (IHMS).
- Individuals may move from one classification to another (e.g. from an immigration detention centre onto a bridging visa) and that eligibility for certain services, including Medicare can change during the visa determination process.
- Individual HHSs determine if fees are to be raised or waived for those asylum seekers who are not Medicare eligible and not eligible for Red Cross support.

[1] Medically necessary treatment refers to the treatment of any ill-health or injury which occurs while the individual is in Australia and requires treatment before they return home (Department of Human Services, 2013, accessed 24 February 2014, via < www.humanservices.gov.au/customer/enablers/medicare/reciprocal-health-care-agreements/health-care-for-visitors-to-australia>).

Providing healthcare services to refugees, asylum seekers and detainees

Refugees, asylum seekers and detainees face various barriers to accessing health services in Queensland including:

- having limited information about the Australian health system
- being overloaded with information about various government services (e.g. health, education, transport)
- cultural traditions, beliefs, taboos and norms
- challenges accessing suitably qualified interpreters competent in communicating medical conditions, terminology and treatments
- varying degrees of competence, skills, experience and exposure of healthcare staff (medical and administrative) in providing healthcare services to people from different cultural backgrounds.

Why do we treat refugees, asylum seekers and detainees?

Queensland Health treats refugees, asylum seekers and detainees because:

- health care is a basic human right
- there is a community expectation that government will treat those in need of medical help with compassion and respect (the public heart)
- refugees are permanent residents, contributing to the Queensland economy and the community
- HHSs have an obligation not to provide preferential treatment—care must always be based on assessed clinical need before all other considerations.

The *Queensland Cultural Diversity Policy* seeks to improve the responsiveness of government in providing culturally responsive services to culturally diverse communities. More information is available at: www.datsima.qld.gov.au/culturaldiversity/publications/queensland-cultural-diversity-policy.

The *Blueprint for better healthcare in Queensland* notes that we put people first. The *Guide to optimising own source revenue* (document number # QH-GDL-004:2012) also notes in its guiding principles that, 'prioritisation for clinical treatment is based on assessed clinical need: identification of funding source is secondary to clinical need'.

What information is required from refugees, asylum seekers and detainees?

- All patients, regardless of visa status are required to provide photographic proof of identity (e.g. drivers licence, passport, PL056 Visa Evidence Card or ImmiCard[2]).
- All patients, regardless of via status, who are Medicare eligible, are required to show their Medicare card.
- Asylum seekers should also provide their visa for photocopying.
- Detainees should show their IHMS card.
- The patient's information must be checked on each presentation as eligibility can change over time as decisions on their eligibility status are made.

[2] The ImmiCard is gradually replacing the old Visa Evidence Card (PLO56). More information on ImmiCards is available on DIBP's website: www.immi.gov.au/visas/humanitarian/immicards/. Some patients may still have an active PL056 Visa Evidence Card.

- For detainees, pre-approval must be obtained from IHMS.
- For CAS or ASAS eligible asylum seekers, pre-approval should be obtained from Red Cross.
- For more information on Medicare eligibility see Table 1.

Additional information

Table 1 provides a summary of visa types and entitlements as at May 2014. Immigration policies and visa entitlements change regularly so it is important to continually check a patient's status and eligibility with the:

- Department of Immigration and Border Protection <www.immi.gov.au/immigration/coming-to-australia/> or phone 131 881
- Department of Human Services <www.humanservices.gov.au/customer/subjects/medicare-services> or phone 132 011
- Red Cross <www.redcross.org.au/migration-support.aspx> or phone 1300 554 419.

For more information contact StrategicPolicy@health.qld.gov.au.

	Description	Visa type	Medicare eligibility	Revenue source	Other information
Refugee	A person whose asylum claim has been successful and who has received a refugee protection visa. Refugee protection visas are granted if someone is found to have 'a well-founded fear of persecution on the grounds of race, religion, nationality or membership of a particular social group or political opinion' (United Nations 1951 refugee convention).	• 200 (Refugee) • 201 (In-country special humanitarian) • 202 (Global special humanitarian) • 203 (Emergency rescue) • 204 (Women at risk) • 866 (Onshore protection visa)	**Medicare eligible** May also hold a healthcare concession card.	If the person chooses to be a public patient most services are 'free of charge'. If the person chooses to be a private patient they will be charged as a Medicare eligible patient for admitted and/or outpatient services.	Permanent residents with full work rights. Some will be newly arrived while others may have been in Australia for many years.
Detainee (community or facility-based)	**Community:** A person who has applied for a refugee protection visa and is waiting for a decision on this application. Community detention allows people to reside in the community without an escort. **Facility-based:** A person in an immigration detention centre facility, either in Australia or offshore.	None.	**Not eligible for Medicare** IHMS provide services to people in detention. IHMS is contracted by the Department of Immigration and Border Protection to facilitate and pay for a specified range of health services. Not all health services are covered: contact IHMS for advice and pre-approval.	Patient services should be billed directly to IHMS. If in doubt enquire with the patient as to whether a Settlement Agency case manager or other contact may be able to assist.	**Community:** Clients in this group should carry an IHMS card to identify themselves. For assistance, call the IHMS Community Detention Assistance Desk (CDAD). The CDAD is staffed by IHMS admin staff and clinicians: **1800 689 295 (health professionals)** **1800 725 518 (case workers)** Email: cdad@ihms.com.au **Facility-based:** Services should be provided on the basis of a planned arrival; in most cases IHMS will contact the HHS.
Asylum seekers	A person who has applied for a refugee protection visa and is waiting for a decision on this application **and** has been released from detention.	• Bridging visas	**Bridging visa:** Medicare eligible if person has work rights in Australia. May also hold a healthcare concession card.	If Medicare eligible: as per 'refugee' If Medicare ineligible or if their bridging visa has expired, the person may be eligible for support from the Red Cross (CAS program or ASAS). Individual HHSs determine if fees are to be raised or waived for those asylum seekers who are not Medicare eligible and not eligible for Red Cross support.	Asylum seekers should also have either a PLO56 Visa Evidence Card or an ImmiCard. The ImmiCard contains a unique identifier number linked to the person's details in the Department of Immigration and Border Protection systems. The Australian Government's Department of Human Services can check Medicare eligibility.

Refugees, asylum seekers and detainees

Information sheet
June 2014

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- Detainees in community detention and detainees in facility-based detention are deemed Medicare ineligible. Where these patients choose to access public hospital services, fees are to be raised for those services and directed to the Department of Immigration and Border Protection via its health service provider International Health and Medical Services (IHMS).
- Individuals may move from one classification to another (e.g. from an immigration detention centre onto a bridging visa) and that eligibility for certain services, including Medicare can change during the visa determination process.
- Individual HHSs determine if fees are to be raised or waived for those asylum seekers who are not Medicare eligible and not eligible for Red Cross support.

[1] Medically necessary treatment refers to the treatment of any ill-health or injury which occurs while the individual is in Australia and requires treatment before they return home (Department of Human Services, 2013, accessed 24 February 2014, via <www.humanservices.gov.au/customer/enablers/medicare/reciprocal-health-care-agreements/health-care-for-visitors-to-australia>).

Providing healthcare services to refugees, asylum seekers and detainees

Staff should be aware that refugees, asylum seekers and detainees accessing health services in Queensland:

- have limited information about the Australian health system
- may be overloaded with information about various government services (e.g. health, education, transport)
- may have different cultural traditions, beliefs, taboos and norms
- may require suitably qualified interpreters competent in communicating medical conditions, terminology and treatments
- have varying degrees of exposure to healthcare staff (medical and administrative) in providing healthcare services.

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Queensland Health treats refugees, asylum seekers and detainees because:

- health care is a basic human right
- there is a community expectation that government will treat those in need of medical help with compassion and respect (the public heart)
- refugees are permanent residents, contributing to the Queensland economy and the community
- HHSs have an obligation not to provide preferential treatment—care must always be based on assessed clinical need before all other considerations.

The *Queensland Cultural Diversity Policy* seeks to improve the responsiveness of government in providing culturally responsive services to culturally diverse communities. More information is available at: www.datsima.qld.gov.au/culturaldiversity/publications/queensland-cultural-diversity-policy.

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- The patient's information must be checked on each presentation as eligibility can change over time as decisions on their eligibility status are made.
- For detainees, pre-approval must be obtained from IHMS.
- For CAS or ASAS eligible asylum seekers, pre-approval should be obtained from Red Cross.
- For more information on Medicare eligibility see Table 1.

Additional information

Table 1 provides a summary of visa types and entitlements as at May 2014. Immigration policies and visa entitlements change regularly so it is important to continually check a patient's status and eligibility with the:

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Pages 1 through 60 redacted for the following reasons:
- -
s.48

LP18/0040

Karyn Alton

From: Rochelle Wii
Sent: Monday, 11 August 2014 12:30 PM
To: Sally Gannon; Karyn Alton; Jessica Kemp
Cc: Elisa Capaldi
Subject: MoU Queensland Health - Immigration and Citizenship
Attachments: Attachment 3 - Microsoft Outlook - Memo Style.pdf

Good Afternoon,

I would like to advise that the Contracts Management Team are now in receipt of previous correspondence relating to the MoU between the Department of Immigration and Citizenship and Queensland Health represented by the Torres and Cape Hospital and Health Service.

Joanna Moore will no longer be the contact for our Hospital and Health Service so please ensure all updates and information are sent through to myself or our generic email: TCHHS-Contract-Management@health.qld.gov.au.

The last update received was from Jessica Kemp on the 19th of June (attached), could we please request an update regarding any action taken since this time.

Your co-operation has been very much appreciated. If you would like any information from our department please do not hesitate to contact me.

Cheers,
Rochelle Wii
Contracts Officer
Contracts Management | Torres and Cape Hospital and Health Service | Cairns
Department of Health/Hospital and Health Service | Queensland Government
Level 6, William McCormack Place, Building 2, 5B Sheridan Street, Cairns 4870
PO Box 5607, Cairns 4870
t. 07 422 63029
e. Rochelle.Wii@health.qld.gov.au | www.health.qld.gov.au

Joanna Moore

From: Jessica Kemp
Sent: Thursday, 19 June 2014 1:27 PM
To: s.73 ; Joanna Moore; Sally Gannon; Rachel Vowles
Cc: s.73
Subject: Arrangements for treatment of asylum seekers - Qld Health.

Thanks s.7,
Just to update you, we are currently preparing a Briefing paper for our Director General which will include notification to each of our Health and Hospital Services (HHS). In essence we are recommending that the DG support the retraction (cancellation?) of the MoU and for any arrangements for the treatment of asylum seekers to be made through a direct exchange of letters between the Department of Immigration and Border Protection, IHMS and HHSs. We'll keep you updated on our progress with this however we're hoping to get the process finalised as soon as possible.

Joanna – our contact in the Department's Legal Branch is Karyn Alton.

Sally Gannon in the Strategic Policy Section is now taking the lead on finalising this piece of work from a policy perspective. Sally can be contacted on 07 3234 1771.

Regards
Jessica.

Jessica Kemp
Strategic Policy Unit
Policy and Planning Branch
System Policy and Performance Division
Queensland Department of Health

Ph: 07 3247 4921

From: s.73 [mailto s.73 @immi.gov.au]
Sent: Thursday, 19 June 2014 1:00 PM
To: Joanna Moore
Cc: Jessica Kemp; s.73
Subject: RE: Private and confidential [DLM=For-Official-Use-Only]

For-Official-Use-Only

Hi Joanna

We are currently working with Queensland Health on this matter.

The MOU with QH which will remain in place until both parties have agreed on a way forward and we are looking at options at this time.

You may wish to contact Ms Jessica Kemp from the Strategic Policy Unit of Policy and Planning Branch System Policy and Performance Division of your Department in this regard.

She has been dealing with Mr s.73 of this section on the matter and we are currently preparing an options paper for consideration.

Kind regards

s.73

s.73
Senior Contract Manager
Detention Health Contracts Section
Detention Health Services Branch
Department of Immigration and Border Protection
s.73
s.73@immi.gov.au

For-Official-Use-Only

From: s.73
Sent: Thursday, 19 June 2014 12:42 PM
To: s.73
Cc:
Subject: FW: Private and confidential [DLM=For-Official-Use-Only]
Importance: High

For-Official-Use-Only

Good afternoon s.73

I took a call from Ms Moore this morning. I asked her to put her query in writing. Grateful if you could respond, thanks.

Regards

s.73
Transition and Decommissioning Team Leader
Detention Health Contracts
Department of Immigration and Border Protection
Telephone: s.73
Mobile: s.73
Email: s.73@immi.gov.au

For-Official-Use-Only

From: Joanna Moore [mailto:Joanna.Moore@health.qld.gov.au]
Sent: Thursday, 19 June 2014 12:21 PM
To: s.73
Subject: Private and confidential
Importance: High

Dear s.73, Thi

Thank you for your time on the phone this morning.

As discussed on this phone, Cape York and Torres Strait-Northern Peninsula Hospital and Health Services (**HHS**) are amalgamating to form the Torres and Cape Hospital and Health Service (**Torres and Cape HHS**). This amalgamation will take effect on 1 July 2014 (**Amalgamation Day**). On the Amalgamation Day, the Cape York HHS will cease to exist as a statutory body. As Cape York HHS will cease to exist, we need to ensure

that any agreements in the name of Cape York HHS are novated to Torres and Cape HHS, prior to the Amalgamation Day.

I **attach** a copy of an MOU between the Commonwealth Government (as represented by the Department of Immigration and Citizenship) and the State of Queensland (as represented by Queensland Health). This MOU has no termination date.

I am writing to you to seek confirmation on the following:

- confirmation as to whether this MOU is still required;
- if so, whether this agreement needs to be novated given that the contract is Queensland Health rather than Cape York HHS specifically; and
- the process by which this agreement can be novated to Torres and Cape HHS.

For your information, I **attach** a copy of the *Hospital and Health Board Regulation Amendment (No. 1) 2014* (**Amendment Regulations**) and Explanatory Memorandum which provide for the amalgamation. You will see that sections 10 to 12 of the Amendment Regulations provide for the transfer of all assets and liabilities and that the TCHHS is the successor in law of the CYHHS and TSNPHHS. The TCHHS has been registered with the Australian Business Register and its ABN is 60 821 496 581. A board has also been appointed and, in accordance with the Amendment Regulations, the appointments will take effect on 1 July 2014.

I would appreciate if this could be dealt with as a matter of urgency given the Amalgamation Day is fast approaching. I apologise for the short notice.

Please do not hesitate to contact me with any questions.

Kind regards

Joanna Moore
Lawyer
Transition - Cape York HHS and Torres Strait Northern Peninsula HHS

Office of the Director-General | **Department of Health**
Level 11
147-163 Charlotte Street
Brisbane QLD 4000
P: (07) 3239 0928
joanna.moore@health.qld.gov.au
www.health.qld.gov.au

Joanna Moore

From: Jessica Kemp
Sent: Thursday, 19 June 2014 1:27 PM
To: s.73
Cc: s.73
Subject: Arrangements for treatment of asylum seekers - Qld Health.

Thanks s.73,
Just to update you, we are currently preparing a Briefing paper for our Director General which will include notification to each of our Health and Hospital Services (HHS). In essence we are recommending that the DG support the retraction (cancellation?) of the MoU and for any arrangements for the treatment of asylum seekers to be made through a direct exchange of letters between the Department of Immigration and Border Protection, IHMS and HHSs. We'll keep you updated on our progress with this however we're hoping to get the process finalised as soon as possible.

Joanna – our contact in the Department's Legal Branch is Karyn Alton.

Sally Gannon in the Strategic Policy Section is now taking the lead on finalising this piece of work from a policy perspective. Sally can be contacted on 07 3234 1771.

Regards
Jessica.

Jessica Kemp
Strategic Policy Unit
Policy and Planning Branch
System Policy and Performance Division
Queensland Department of Health

Ph: 07 3247 4921

From: s.73 [mailto:s.73@immi.gov.au]
Sent: Thursday, 19 June 2014 1:00 PM
To: Joanna Moore
Cc: Jessica Kemp; s.73
Subject: RE: Private and confidential [DLM=For-Official-Use-Only]

For-Official-Use-Only

Hi Joanna

We are currently working with Queensland Health on this matter.

The MOU with QH which will remain in place until both parties have agreed on a way forward and we are looking at options at this time.

You may wish to contact Ms Jessica Kemp from the Strategic Policy Unit of Policy and Planning Branch System Policy and Performance Division of your Department in this regard.

She has been dealing with Mr s.73 of this section on the matter and we are currently preparing an options paper for consideration.

Kind regards

s.73

s.73
Senior Contract Manager
Detention Health Contracts Section
Detention Health Services Branch
Department of Immigration and Border Protection
s.73
s.73@immi.gov.au

For-Official-Use-Only

From: s.73
Sent: ne 2014 12:42 PM
To: s.73
Cc: s.73
Subject: FW: Private and confidential [DLM=For-Official-Use-Only]
Importance: High

For-Official-Use-Only

Good afternoon s.73

I took a call from Ms Moore this morning. I asked her to put her query in writing. Grateful if you could respond, thanks.

Regards

s.73
ecommissioning Team Leader
Detention Health Contracts
Department of Immigration and Border Protection
Telephone: s.73
Mobile: s.73
Email: s.73 mmi.gov.au

For-Official-Use-Only

From: Joanna Moore [mailto:Joanna.Moore@health.qld.gov.au]
Sent: Thursday, 19 June 2014 12:21 PM
To: s.73
Sub d confidential
Importance: High

Dear s.73

Thank you for your time on the phone this morning.

As discussed on this phone, Cape York and Torres Strait-Northern Peninsula Hospital and Health Services (**HHS**) are amalgamating to form the Torres and Cape Hospital and Health Service (**Torres and Cape HHS**). This amalgamation will take effect on 1 July 2014 (**Amalgamation Day**). On the Amalgamation Day, the Cape York HHS will cease to exist as a statutory body. As Cape York HHS will cease to exist, we need to ensure

that any agreements in the name of Cape York HHS are novated to Torres and Cape HHS, prior to the Amalgamation Day.

I **attach** a copy of an MOU between the Commonwealth Government (as represented by the Department of Immigration and Citizenship) and the State of Queensland (as represented by Queensland Health). This MOU has no termination date.

I am writing to you to seek confirmation on the following:

- confirmation as to whether this MOU is still required;
- if so, whether this agreement needs to be novated given that the contract is Queensland Health rather than Cape York HHS specifically; and
- the process by which this agreement can be novated to Torres and Cape HHS.

For your information, I **attach** a copy of the *Hospital and Health Board Regulation Amendment (No. 1) 2014* (**Amendment Regulations**) and Explanatory Memorandum which provide for the amalgamation. You will see that sections 10 to 12 of the Amendment Regulations provide for the transfer of all assets and liabilities and that the TCHHS is the successor in law of the CYHHS and TSNPHHS. The TCHHS has been registered with the Australian Business Register and its ABN is 60 821 496 581. A board has also been appointed and, in accordance with the Amendment Regulations, the appointments will take effect on 1 July 2014.

I would appreciate if this could be dealt with as a matter of urgency given the Amalgamation Day is fast approaching. I apologise for the short notice.

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Kind regards

Joanna Moore
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