

**INFORMATION SHARING AND SERVICES COORDINATION
FOR CHILDREN CHARGED WITH OFFENCES
MEMORANDUM OF UNDERSTANDING**

**STATE OF QUEENSLAND through the DEPARTMENT OF CHILDREN, YOUTH JUSTICE
AND MULTICULTURAL AFFAIRS**

and

STATE OF QUEENSLAND through the QUEENSLAND POLICE SERVICE

and

STATE OF QUEENSLAND through the DEPARTMENT OF EDUCATION

and

STATE OF QUEENSLAND through the DEPARTMENT OF HEALTH

and

**STATE OF QUEENSLAND through the DEPARTMENT OF COMMUNITIES, HOUSING AND
DIGITAL ECONOMY**

and

**STATE OF QUEENSLAND through the DEPARTMENT OF SENIORS, DISABILITY
SERVICES AND ABORIGINAL AND TORRES STRAIT ISLANDER PARTNERSHIPS**

and

STATE OF QUEENSLAND through QUEENSLAND CORRECTIVE SERVICES

and

**EACH OTHER PRESCRIBED ENTITY THAT BECOMES A PARTY TO THIS MOU UNDER
CLAUSE 3 OF THIS MOU**



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THIS MEMORANDUM OF UNDERSTANDING is made

- BETWEEN:** STATE OF QUEENSLAND through the DEPARTMENT OF CHILDREN,
YOUTH JUSTICE AND MULTICULTURAL AFFAIRS
(*DCYJMA*)
- AND:** STATE OF QUEENSLAND through the QUEENSLAND POLICE SERVICE
(*QPS*)
- AND:** STATE OF QUEENSLAND through the DEPARTMENT OF EDUCATION
(*DoE*)
- AND:** STATE OF QUEENSLAND through the DEPARTMENT OF HEALTH
(*QH*)
- AND:** STATE OF QUEENSLAND through the DEPARTMENT OF
COMMUNITIES, HOUSING AND DIGITAL ECONOMY
(*DCHDE*)
- AND:** STATE OF QUEENSLAND through the DEPARTMENT OF SENIORS,
DISABILITY SERVICES AND ABORIGINAL AND TORRES STRAIT
ISLANDER PARTNERSHIPS
(*DSDSATSIP*)
- AND:** STATE OF QUEENSLAND through QUEENSLAND CORRECTIVE
SERVICES
(*QCS*)
- AND:** EACH OTHER PRESCRIBED ENTITY THAT BECOMES A PARTY TO
THIS MOU UNDER CLAUSE 3 OF THIS MOU
(each a *Prescribed Entity*)

BACKGROUND

- A. The Queensland Parliament has enacted Division 2A of Part 9 of the *Youth Justice Act 1992* for the purpose of enabling a coordinated response to the needs of children charged with offences.

- B. Under s 297F of the *Youth Justice Act 1992*, a chief executive of a department who is a Prescribed Entity may establish an arrangement to enable Prescribed Entities and Service Providers to:
 - (a) coordinate the provision of services (including assessments and referrals) to meet the needs of children charged with offences;

 - (b) provide Confidential Information that may be used by courts in making bail or sentencing decisions for children; and

 - (c) share relevant Confidential Information with each other for the purpose of the matters mentioned in paragraphs (a) and (b).

- C. The chief executive of DCYJMA is a Prescribed Entity and establishes the Arrangement under s 297F of the *Youth Justice Act 1992*. The other Prescribed Entities are Prescribed Entities under the Arrangement. The Service Providers are Service Providers under the Arrangement.

INFORMATION SHARING AND SERVICES COORDINATION MOU

MOU PARTICULARS

1.	DCYJMA:	Name:	State of Queensland through the Department of Children, Youth Justice and Multicultural Affairs
		Address:	Level 25, 111 George St, Brisbane, 4001 Locked Bag 3405, Brisbane, Q, 4001
		Contact person and position:	Nick Dwyer Director Regional Operations Youth Justice Statewide Services, Operations and Commissioning
		Email:	loretta.crombie@cyjma.qld.gov.au
		Telephone:	07 3097 7562
2.	QPS:	Name:	State of Queensland through the Queensland Police Service
		Address:	
		Contact person and position:	
		Email:	
		Telephone:	
3.	DoE:	Name:	State of Queensland through the Department of Education
		Address:	
		Contact person and position:	
		Email:	
		Telephone:	
4.	QH:	Name:	State of Queensland through the Department of Health
		Address:	
		Contact person and position:	
		Email:	

INFORMATION SHARING AND SERVICES COORDINATION MOU

		Telephone:	
5.	DCHDE:	Name:	State of Queensland through the Department of Communities, Housing and Digital Economy
		Address:	
		Contact person and position:	
		Email:	
		Telephone:	
6.	DSDSATSIP:	Name:	State of Queensland through the Department of Seniors, Disability Services and Aboriginal and Torres Strait Islander Partnerships
		Address:	
		Contact person and position:	
		Email:	
		Telephone:	
7.	QCS:	Name:	State of Queensland through Queensland Corrective Services
		Address:	
		Contact person and position:	
		Email:	
		Telephone:	
8.			

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Memorandum of Understanding, the definitions in the MOU Particulars and the following definitions apply:

Arrangement means the arrangement in the schedule 1;

Confidential Information has the same meaning as in s 284 of the *Youth Justice Act 1992*;

Memorandum of Understanding and **MOU** mean this document, including the MOU Particulars and schedule;

MOU Particulars means the agreed particulars at the start of this MOU;

Prescribed Entity has the same meaning as in the *Youth Justice Act 1992*, and the Prescribed Entities under this MOU are DCYJMA, QPS, DoE, QH, DCHDE, DSDSATSIP and QCS and the Prescribed Entities that becomes a party to this MOU under clause 3 of this MOU;

Service Provider has the same meaning as in the *Youth Justice Act 1992*, and the Service Providers under the Arrangement will be the entities who become Service Providers under clause 3.5 of this MOU;

1.2 In this MOU:

- (a) words importing a gender include any other gender and words in the singular include the plural and vice versa;
- (b) any monetary amounts refer to Australian currency unless otherwise specified;
- (c) a reference to legislation includes subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (d) a reference to an individual or person includes a corporation or other legal entity;
- (e) a reference to a clause or schedule means a clause or schedule to this MOU;
- (f) the index and headings are included for convenience of reference only and are not intended to affect the meaning of this MOU;
- (g) if an expression is defined, other grammatical forms of that expression will have corresponding meanings;
- (h) a reference to days or months means calendar days or months;

- (i) if the day on which any act or thing is to be done under this MOU is a Saturday, Sunday or public holiday in the place where the act or thing is to be done, the act or thing may be done on the next business day in that place;
- (j) an obligation on the part of two or more persons binds them jointly and each of them individually;
- (k) a reference to consent or approval means prior written consent.

1.3 In the event that a government department or agency mentioned in this MOU:

- (a) ceases to exist; or
- (b) is reconstituted, renamed or replaced,

and its powers or functions are transferred to another government department or agency, a reference to the government department or agency will include that other government department or agency.

2. SCOPE

2.1 This MOU is not intended to create legal relations between the parties.

3. MOU TAKES EFFECT FOR PARTIES SIGNING AND CONTINUES INDEFINITELY

3.1 In addition to DCYJMA, QPS, DoE, QH, DCHDE, DSDSATSIP, and QCS, any entity that is a Prescribed Entity under s 297D of the *Youth Justice Act 1992* may become a party to this MOU.

3.2 This MOU and the Arrangement takes effect for each party signing, on paper or electronically, and returning:

- (a) this MOU; or
- (b) an electronic version of this MOU or electronic counterpart or form agreeing to this MOU,

to DCYJMA, as between those parties, upon those parties signing and returning those documents to DCYJMA, even if one or more of the parties to the MOU has not signed this MOU or an electronic copy of this MOU or returned it to DCYMJA.

3.3 This MOU and the Arrangement continues indefinitely until it is terminated under clauses 7.3 or 7.4 or by agreement or further MOU between the parties.

3.4 The Parties will review this MOU bi-annually to monitor its effectiveness and to ascertain whether any processes or procedures can be improved. As part of this review, the parties will make any necessary variations in accordance with the clause titled Variation of this MoU.

3.5 DCYJMA will make available electronic or paper forms for entities that constitute service providers under s 297D of the *Youth Justice Act 1992* to become Service Providers under the Arrangement. An entity will become a Service Provider upon a representative of that entity agreeing on behalf of the entity that the entity becomes a Service Provider under the Arrangement.

3.6 DCYJMA will provide a list of all the Prescribed Entities and Service Providers and their contact details to a Prescribed Entity or Service Provider on request.

4. ESTABLISHMENT OF ARRANGEMENT

4.1 The chief executive of DCYJMA establishes the Arrangement under s 297F of the *Youth Justice Act 1992*. The Prescribed Entities agree that they are Prescribed Entities under the Arrangement.

4.2 The parties will comply with the Arrangement.

4.3 For the avoidance of doubt, the parties acknowledge that the *Youth Justice Act 1992* and *Youth Justice Regulation 2016*, prevail to the extent of inconsistency, if any, between:

- (a) this MOU and the Arrangement; and
- (b) the *Youth Justice Act 1992* and *Youth Justice Regulation 2016*.

4.4 The parties acknowledge that this MOU and the Arrangement, prevail to the extent of inconsistency, if any, between other existing MOUs between the parties.

4.5 The Prescribed Entities acknowledge that, under ss 297G(2) and 297H(2) and (3) of the *Youth Justice Act 1992*, the Prescribed Entities and Service Providers are permitted to disclose Confidential Information under the Arrangement, despite any other law that would otherwise prohibit or restrict the giving of the information, other than the following laws:

- (a) s 186 of the *Child Protection Act 1999*;
- (b) s 590AX of the *Criminal Code*;
- (c) s 24A of the *Director of Public Prosecutions Act 1984*;
- (d) ss 21AZB, 21AZC and 93AA of the *Evidence Act 1977*; and
- (e) ss 75 and 82 of the *Legal Aid Queensland Act 1997*.

4.6 For the avoidance of doubt, the Prescribed Entities acknowledge that:

- (a) disclosure in compliance with the Arrangement constitutes disclosure authorised under law; and

- (b) nothing in this MOU, Arrangement compels a Prescribed Entity to disclose any information.

5. PUBLICATION OF ARRANGEMENT AND MEDIA RELEASES

5.1 The parties acknowledge that the chief executive (DCYJMA):

- (a) will publish a copy of the Arrangement on DCYJMA's website under s 44A of the *Youth Justice Regulation 2016*;
- (b) may also publish a copy of this MOU; and
- (c) may change the list of Prescribed Entities and Service Providers at the start of the Arrangement to list the parties for which this MOU and the Arrangement takes effect under clause 3.2 and to list the entities that have become Service Providers under clause 3.5.

5.2 If any party wishes to make any public statement or media statement about this MOU or the Arrangement, they must provide written notice setting out the proposed statement to all other parties before making the statement.

6. INFORMATION SYSTEM

6.1 If DCYJMA or another party establishes information technology systems to facilitate Confidential Information sharing under this MOU and the Arrangement, a party must comply with requirements imposed in relation to that system including requirements regarding individual user authentication and assignment of classification levels and additional restrictions on use or disclosure of Confidential Information.

6.2 If compliance with 6.1 is not possible by any parties or creates an undue administrative burden for a party, an alternative option for information sharing must be provided.

7. TERMINATION

7.1 A party may, at any time, in its entire discretion, terminate this MOU in so far as it relates to that party, by notice to the other parties.

7.2 If a party gives a notice under this clause 7.1 then:

- (a) this MOU will be terminated and the Arrangement will cease in relation to that party only and will continue in relation to all other parties;
- (b) the termination will take effect on the date which is 14 days after that party has provided notice, or earlier if agreed by all other parties; and
- (c) the chief executive of DCYJMA will update the list of Prescribed Entities and Service Providers at the start of the Arrangement.

7.3 If all parties terminate this MOU by notices under clause 7.1 or if there is only one party remaining then this MOU will be terminated altogether.

- 7.4 DCYJMA may terminate this MOU or the Arrangement by notice to all Prescribed Entities and Service Providers.
- 7.5 Termination of this MOU will not relieve any party of any obligation under this MOU or the Arrangement that survives termination, including:
- (a) any provisions expressed to survive termination; and
 - (b) obligations that continue to apply under the *Youth Justice Act 1992* and *Youth Justice Regulation 2016*, including the confidentiality obligations under the Arrangement.
- 7.6 On termination of this MOU by a party, another party which has disclosed Confidential Information to the other party under this MOU or the Arrangement, may notify the party terminating that it must return all information disclosed under this MOU and the Arrangement within a specified time after termination of this MOU and in any event within 20 Business Days.
- 7.7 The party notified:
- (a) must comply with any such notification; and
 - (b) may retain a copy of the Confidential Information to any extent that it is required by the *Public Records Act 2002* or any other law to retain a copy.

8. DISPUTE RESOLUTION

- 8.1 If a dispute arises between the parties in any respect of this MOU, either party may, by written notice to the other party request to enter into discussions in good faith about the dispute and both parties will use reasonable endeavours to reach a mutually acceptable resolution.
- 8.2 The parties will first attempt to resolve the dispute through discussions or meetings between the individuals identified in the MOU Particulars. Failing resolution through those discussions, the parties will attempt to resolve the dispute through discussions or meetings between the chief executive officers of the parties or their delegates for the purpose of the dispute.
- 8.3 Compliance with this clause is not a condition precedent to the exercising by a party of any rights under this MOU.

9. NOTICES

- 9.1 Any notice, request, consent or notification under this MOU must be in writing and must be:
- (a) delivered by prepaid post, by hand or by email to the addresses set out in items 1 to 8 of the MOU Particulars or as notified by DCYJMA under clause 3.6, or

- (b) if substituted address has been notified by the relevant addressee, the addressee's substituted address; or
- (c) transmitted using an information technology system established under clause 6.

9.2 Notice will be deemed to be given:

- (a) if posted - 2 days after deposit in the mail with postage prepaid;
- (b) if delivered by hand - when delivered by hand; and
- (c) if emailed or transmitted using an information technology system established under clause 6 - on receipt by the sender of an acknowledgement that the communication has been properly transmitted to the recipient,

except that a delivery or email received after 5:00 pm will be deemed to be given on the next business day in the place of receipt.

10. GENERAL PROVISIONS

10.1 Each party must do all things reasonably required to give effect to this MOU.

10.2 This MOU may be varied at any time and such variation must be:

- (a) in writing and signed by the parties or a party's delegate; and
- (b) where it relates to an administrative change (such as updates to names, titles and/or to fix spelling/grammatical errors) that do not change the substance or effect of the MOU may be agreed the Parties, in writing by a delegate of the parties.

SCHEDULE 1

ARRANGEMENT

ARRANGEMENT UNDER SECTION 297F OF THE *YOUTH JUSTICE ACT 1992*

PRESCRIBED ENTITIES: DEPARTMENT OF CHILDREN, YOUTH JUSTICE AND MULTICULTURAL AFFAIRS
QUEENSLAND POLICE SERVICE
DEPARTMENT OF EDUCATION
DEPARTMENT OF HEALTH
DEPARTMENT OF COMMUNITIES, HOUSING AND DIGITAL ECONOMY
DEPARTMENT OF SENIORS, DISABILITY SERVICES AND ABORIGINAL AND TORRES STRAIT ISLANDER PARTNERSHIPS

QUEENSLAND CORRECTIVE SERVICES

SERVICE PROVIDERS: [TO BE INSERTED]

1. DEFINITIONS AND INTERPRETATION

1.1 In this Arrangement, the following definitions apply:

Act means the *Youth Justice Act 1992*;

Arrangement means this arrangement;

Child Charged with an Offence has the same meaning as in s 297E of the Act;

Confidential Business Information means information other than Confidential Information, about the confidential operations, business dealings, or affairs relating to a Prescribed Entity or Service Provider (including agency information and corporate information).

Confidential Information has the same meaning as the ordinary meaning of 'confidential information' as expanded to include the matters listed in paragraph (a) to (f) of the definition of 'confidential information' in s 284 of the Act (non-exhaustive);

Holder has the same meaning as in s 297G of the Act;

Multiagency Collaborative Panel means a panel of public service officers and non-government agencies convened to coordinate the provision of services (including assessments and referrals) to meet the needs of young people involved in the youth justice

system and provide Confidential Information that may be used by courts in making bail or sentencing decisions for young people;

Particular Purposes means the purposes set out in section 297G(2)(a) to (f) of the Act and repeated in clauses 4.1(a) to (f) of this Arrangement;

Prescribed Entity has the same meaning as in s 297D of the Act and the Prescribed Entities for this Arrangement are the Prescribed Entities listed at the start of this Arrangement;

Recipient has the same meaning as in s 297G of the Act;

Regulation means the *Youth Justice Regulation 2016*;

Service Provider has the same meaning as in s 297D of the Act and the Service Providers for this Arrangement are the Service Providers listed at the start of this Arrangement.

2. ESTABLISHMENT OF ARRANGEMENT

2.1 The Prescribed Entities and Service Providers establish this Arrangement under section 297E of the Act to enable the Prescribed Entities and Service Providers to:

- (a) coordinate the provision of services (including assessments and referrals) to meet the needs of children charged with offences; and
- (b) provide Confidential Information that may be used by courts in making bail or sentencing decisions for children; and
- (c) share relevant Confidential Information with each other for the purpose of the matters mentioned in paragraphs (a) and (b).

2.2 The Prescribed Entities and Service Providers will ensure that any sharing of Confidential Information under this Arrangement complies with the Act and the provisions of this Arrangement.

3. PRINCIPLES FOR SHARING INFORMATION

3.1 Without limiting clause 2.2, in implementing this Arrangement, the Prescribed Entities and Service Providers will have regard to the:

- (a) the youth justice principles in schedule 1 of the Act;
- (b) the Human Rights Act 2019; and
- (c) the principle that whenever possible and practical, a person's consent should be obtained before disclosing Confidential Information relating to the person to someone else.

3.2 The Prescribed Entities and Service Providers acknowledge that section 297C of the Act provides that as well as the youth justice principles, it is a principle underlying Division 2A of Part 9 of the Act that, whenever possible and practical, a person's consent should be obtained before disclosing Confidential Information relating to the person to someone else,

but that section 297C does not prevent Confidential Information relating to a person from being disclosed to someone else under this division if the person's consent is not obtained before the disclosure.

4. SHARING OF CONFIDENTIAL INFORMATION FOR PARTICULAR PURPOSES

4.1 A Holder acknowledges that, under section 297G of the Act, it may only disclose Confidential Information under this Arrangement, if the Holder reasonably believes the information may help the Recipient to:

- (a) participate in case planning for the child; or
- (b) assess the child's needs; or
- (c) ensure a court is able to take into account the child's needs; or
- (d) provide appropriate referrals for the child; or
- (e) deliver services, programs or support for the child; or
- (f) address the child's health needs or disability needs so far as they are relevant to the child's previous, or possible future, offending behaviour (the ***Particular Purposes***).

5. NOTICE FROM THE RECIPIENT TO THE HOLDER WHEN REQUESTING CONFIDENTIAL INFORMATION

5.1 When a Recipient requests Confidential Information from a Holder, the Recipient must give the Holder a written notice stating:

- (a) the type of Confidential Information being requested;
- (b) the Particular Purposes that the Recipient reasonably believes the Confidential Information may help the Recipient to do; and
- (c) a reasonable time period in which the Recipient requests the Holder to provide the Confidential Information to the Recipient.

5.2 The Holder will use reasonable endeavours to provide the Confidential Information to the Recipient within a reasonable time period however the Holder is not liable if this time period cannot be met.

6. NOTICE FROM THE HOLDER TO THE RECIPIENT WHEN DISCLOSING CONFIDENTIAL INFORMATION

6.1 When a Holder discloses Confidential Information under section 297G to a Recipient, the Holder must give the Recipient a written notice stating:

- (a) the Particular Purposes that the Holder reasonably believes the Confidential Information may help the Recipient to do; and

- (b) that the Recipient must not disclose the Confidential Information to another entity under another arrangement unless the Holder consents, in writing, to the disclosure (under section 44B(2)(b) of the Regulation).
- 6.2 The Holder must give the notice under clause 6.1 to the Recipient before, or at the same time as disclosing, the Confidential Information to the Recipient (under section 44B(3)(a) of the Regulation).
- 6.3 The Recipient and the Holder acknowledge that notice stops having effect 6 months after the notice is given or on an earlier day stated in the notice (under section 44B(3)(b) of the Regulation).
- 6.4 The Prescribed Entities and Service Providers acknowledge that:
 - (a) the six-month period under clause 6.2 is 'to ensure that entities which share information more frequently can do so readily without needing to create a notice for each instance information is shared within a six-month period'; and
 - (b) 'after that period, a new written notice will be required to ensure that the sharing of information remains appropriate for meeting a child's needs',

according to page 5 of the Explanatory notes for the *Youth Justice and Other Legislation Amendment Regulation 2019*.

- 6.5 The Prescribed Entities and Service Providers acknowledge that the notice under clause 6.1 will apply to disclosures made during the meetings of Multiagency Collaborative Panels in accordance with the notice during the effective period of the notice.

7. REQUIREMENT FOR CONFIDENTIAL INFORMATION PREVIOUSLY SHARED UNDER ANOTHER ARRANGEMENT UNDER THE ACT

- 7.1 This clause 7 applies if the Confidential Information was disclosed to the Holder by another entity (***Other Entity***) under another arrangement.
- 7.2 The Holder must not, under the other arrangement, disclose the Confidential Information to a Recipient unless:
 - (a) the Holder requests the Other Entity's consent to the disclosure; and
 - (b) the Other Entity consents, in writing, to the disclosure; and
 - (c) the Holder complies with any conditions of the consent,

as required under section 44B(5) of the Regulation.

- 7.3 The Holder's request to the Other Entity for consent must be in writing and state the Particular Purpose that the Holder reasonably believes the Confidential Information may help the Recipient to do (under section 44B(6) of the Regulation).
- 7.4 The parties acknowledge that 'This mechanism is designed to facilitate instances where the disclosing of information by a recipient to a party outside of an arrangement, but who is a party to a different arrangement under the YJ Act, will be beneficial in meeting the

needs of a child charged with an offence', according to page 6 of the Explanatory notes for the *Youth Justice and Other Legislation Amendment Regulation 2019*.

7.5 For the avoidance of doubt, the requirements under this clause 7 apply in addition to the requirements in clause 5.

8. RESTRICTIONS ON RECORDING, USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION DISCLOSED UNDER THIS ARRANGEMENT

8.1 A Recipient must only record, use or disclose Confidential Information for a Particular Purpose and as permitted under the Act.

8.2 A Recipient must not:

- (a) record or use the Confidential Information or intentionally disclose the Confidential Information to anyone, other than under Division 2 of Part 9 of the Act; or
- (b) recklessly disclose the Confidential Information to anyone.

8.3 The Prescribed Entities and Service Providers acknowledge that:

- (a) it is an offence under section 288 of the Act, for anyone who is employed or engaged by a Recipient to:
 - (i) record or use the Confidential Information or intentionally disclose the Confidential Information to anyone, other than under Division 2 of Part 9 of the Act; or
 - (ii) recklessly disclose the Confidential Information to anyone; and
- (b) this offence is punishable by a maximum penalty of 100 penalty units or 2 years imprisonment.

9. DISCLOSING CONFIDENTIAL INFORMATION ABOUT A CHILD WITHOUT THE CHILD'S CONSENT

9.1 If the Holder discloses Confidential Information relating to a child without the child's consent, the Holder must make all reasonable attempts to advise the child of:

- (a) the disclosure; and
- (b) the Particular Purpose that the prescribed entity or Service Provider reasonably believes the information may help the recipient of the information to do (under section 44C(2) of the Regulation).

9.2 The Holder may delay advising the child under clause 9.1 if the Holder reasonably believes the delay is appropriate in all the circumstances (under section 44(3) of the Regulation).

9.3 The Holder must make a record of an attempt made by the Holder to:

- (a) obtain the child's consent to the disclosure; and

- (b) to advise the child under clause 9.1 (under section 44(4) of the Regulation).

10. FORMS FOR NOTICES UNDER THIS ARRANGEMENT

- 10.1 The Department of Children, Youth Justice and Multicultural Affairs will prepare forms for the notices to be used under this Arrangement and provide the forms to the other Prescribed Entities and Service Providers.

11. MULTIAGENCY COLLABORATIVE PANELS

- 11.1 The Prescribed Entities and Service Providers acknowledge that Multiagency Collaborative Panels may be established and convened according to local arrangements to coordinate the provision of services (including assessments and referrals) to meet the needs of young people involved in the youth justice system.
- 11.2 This MOU and the Arrangement, and all associated obligations, will apply in circumstances where the Multiagency Collaborative Panel is:
 - (a) convened in relation to a child charged with an offence, and
 - (b) is comprised of Prescribed Entities and Service Providers; and
 - (c) required to share confidential information for a Particular Purpose.
- 11.3 The Prescribed Entities and Service Providers acknowledge that:
 - (a) information may only be shared under this Arrangement with members of Multiagency Collaborative Panels who are Prescribed Entities or Service Providers under this Arrangement; and
 - (b) they must comply with their obligations under this Arrangement in relation to any information sharing under this Arrangement in connection with Multiagency Collaborative Panels.

12. INFORMATION PRIVACY AND CONFIDENTIALITY

- 12.1 The Prescribed Entities and Service Providers must comply with all relevant laws including, as applicable, the:
 - (a) *Human Rights Act 2019*;
 - (b) *Youth Justice Act 1992*;
 - (c) *Youth Justice Regulation 2016*;
 - (d) *Information Privacy Act 2009*; and
 - (e) *Privacy Act 1988 (Cth)*.
- 12.2 The Prescribed Entities and Service Providers acknowledge that s 288 of the *Youth Justice Act 1992* makes it an offence to use, record or disclose Confidential Information except as permitted under Division 2 of Part 9 of the *Youth Justice Act 1992*.

12.3 Without limiting clauses 12.1 or 12.2, Prescribed Entities and Service Providers must:

- (a) ensure that any Confidential Information disclosed under the Arrangement is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;
- (b) fully and promptly cooperate with each other to enable them to respond to any applications for access to Confidential Information disclosed under the Arrangement or to privacy complaints; and
- (c) do all things necessary to ensure that anyone who is employed or engaged by them complies with the same obligations as are imposed on the Prescribed Entities and Service Providers under this Arrangement, including by providing training to those persons on the terms of this Arrangement and the offence under s 288 of the *Youth Justice Act 1992*.

13. CONFIDENTIAL BUSINESS INFORMATION

13.1 The Prescribed Entities and Service Providers will not disclose any Confidential Business Information of another Prescribed Entity or Service Provider which comes to their knowledge through carrying out this Arrangement.

13.2 Without limiting clause 13, the Prescribed Entities and Service Providers acknowledge that Confidential Business Information may need to be disclosed when:

- (a) the officers or employees of a Prescribed Entity or Service Provider have a genuine need to know;
- (b) expressly authorised by the other Prescribed Entity or Service Provider in writing, or
- (c) required by law.

13.3 Without limiting clauses 13.1 or 13.2, Prescribed Entities and Service Providers must:

- (a) ensure that any Confidential Business Information disclosed under this Arrangement is protected against loss and against unauthorised access, use, modification, disclosure or other misuse; and
- (b) do all things necessary to ensure that anyone who is employed or engaged by them complies with the same obligations as are imposed on the Prescribed Entities and Service Providers under this Arrangement.

14. INFORMATION SYSTEMS

14.1 If the Department of Children, Youth Justice and Multicultural Affairs establishes information technology systems to facilitate Confidential Information sharing under this Arrangement, the Prescribed Entities and Service Providers must comply with requirements imposed in relation to that system including requirements regarding individual user authentication and assignment of classification levels and additional restrictions on use or disclosure of Confidential Information.

14.2 If compliance with 14.1 is not possible by any parties or creates an undue administrative burden for a party, an alternative option for information sharing must be provided.

14.3 The Prescribed Entities and Service Providers acknowledge that a copy of this Arrangement will be published on the website of the Department of Children, Youth Justice and Multicultural Affairs and the names of the Prescribed Entities and Service Providers will be published on that website or available from the Department of Children, Youth Justice and Multicultural Affairs upon request.

15. NOTIFICATION OF BREACH

15.1 If a Prescribed Entity or Service Provider becomes aware of any breach of this Arrangement or a relevant law it must immediately notify the Department of Children, Youth Justice and Multicultural Affairs and the Prescribed Entity or Service Provider which originally disclosed the Confidential Information subject to the breach.

15.2 The Prescribed Entity or Service Provider in breach must, at its own expense:

- (a) use its best efforts to rectify the breach; and
- (b) provide reasonable assistance to other Prescribed Entities and Service Providers in respect of remedial action taken by the other Prescribed Entities and Service Providers in relation to the breach; and
- (c) whenever possible and practical notify the child to which the breach relates and inform them of the right to make a complaint.

15.3 Upon notification of any breach, a Prescribed Entity or Service Provider which has disclosed Confidential Information to the Prescribed Entity or Service Provider in breach under this Arrangement, may notify the Prescribed Entity or Service Provider in breach that it must return or destroy all information disclosed by the disclosing Prescribed Entity or Service Provider under this Arrangement and the Prescribed Entity or Service Provider in breach must comply with that request within 20 Business Days, at its own expense.

16. ENDING OF ARRANGEMENT

16.1 A Prescribed Entity or Service Provider may cease to be a Prescribed Entity or Service Provider under this Arrangement by giving notice to the Department of Children, Youth Justice and Multicultural Affairs.

16.2 The Department of Children, Youth Justice and Multicultural Affairs may end this Arrangement by notice to all Prescribed Entities or Service Providers.

16.3 On cessation of an entity being a Prescribed Entity or Service Provider under this Arrangement or on the ending of this Arrangement:

- (a) each entity will remain subject to obligations that continue to apply under the *Youth Justice Act 1992* and *Youth Justice Regulation 2016*, including the confidentiality obligations under this Arrangement; and
- (b) a Prescribed Entity or Service Provider which has disclosed Confidential Information under this Arrangement to an entity ceasing to be a Prescribed Entity or Service

Provider may require that entity to return all information disclosed under this Arrangement within a specified time after termination of this Arrangement and in any event within 20 Business Days, and the notified entity must comply with any such notification, subject only to retaining a copy of the information to any extent that it is required by the *Public Records Act 2002* or any other law to retain a copy.

EXECUTED AS A MEMORANDUM OF UNDERSTANDING ON THE DATES APPEARING BELOW

SIGNED on behalf the **STATE OF QUEENSLAND** through the **DEPARTMENT OF CHILDREN, YOUTH JUSTICE AND MULTICULTURAL AFFAIRS** by its chief executive or the chief executive's delegate:)
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) *(signature of chief executive or delegate)*
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)
) *(name of chief executive or delegate)*
)
)
) / /
) *(date)*

SIGNED on behalf the **STATE OF QUEENSLAND** through the **QUEENSLAND POLICE SERVICE** by its chief executive, the Commissioner of the Police Service, or the Commissioner's delegate:)
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) *(signature of chief Commissioner)*
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)
) *(name of Commissioner's delegate)*
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) / /
) *(date)*

SIGNED on behalf the **STATE OF QUEENSLAND** through the **DEPARTMENT OF EDUCATION** by its chief executive or the chief executive's delegate:)
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) *(signature of chief executive or delegate)*
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)
) *(name of chief executive or delegate)*
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) / /
) *(date)*

SIGNED on behalf the **STATE OF QUEENSLAND** through the **DEPARTMENT OF HEALTH** by its chief executive or the chief executive's delegate:

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) *(signature of chief executive or delegate)*
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) *(name of chief executive or delegate)*
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) *(date)*

SIGNED on behalf the **STATE OF QUEENSLAND** through the **DEPARTMENT OF COMMUNITIES, HOUSING AND DIGITAL ECONOMY** by its chief executive or the chief executive's delegate:

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) *(signature of chief executive or delegate)*
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) *(name of chief executive or delegate)*
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) *(date)*

SIGNED on behalf the **STATE OF QUEENSLAND** through the **DEPARTMENT OF SENIORS, DISABILITY SERVICES AND ABORIGINAL AND TORRES STRAIT ISLANDER PARTNERSHIPS** by its chief executive or the chief executive's delegate:

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INFORMATION SHARING AND SERVICES COORDINATION MOU

SIGNED on behalf the **STATE OF QUEENSLAND** through **QUEENSLAND CORRECTIVE SERVICES** by its chief executive, the Commissioner, Queensland Corrective Services or the Commissioner's delegate:

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) *(signature of Commissioner or delegate)*
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