Memorandum of Understanding – Redress WA Scheme

Department for Communities (Redress WA) Access to Client Records held at Department for Child Protection

Parties to the Agreement

This agreement is between the Department for Child Protection ’the Department” and the Department for Communities – Redress WA Scheme.

Background

The Department for Child Protection is custodian to vital archival records, in particular current and historical client information held in electronic or paper format.

On reaching an age specified by the Department’s Retention and Disposal Schedule, these archival records are transferred to the State Records Office. These records have been identified as a valuable resource for the State and the community in general. It is vital that the material is protected for future generations through appropriate handling and storage.

The prime concerns of the Department are that adequate care is taken in the handling of the fragile paper records, and that the privacy of the persons to whom the information relates is assured.

The Department’s current “Access Policy” does not provide direct access to records relating to past and current clients to agencies, their consultants or researchers.

Purpose of the Agreement.

The Department recognises that information held in these restricted records is relevant for the purpose of the Redress WA Scheme as this information may assist claimants to establish their time in care. The Department has developed the agreement to allow access to staff from Redress WA.

Definitions

In this Agreement:

*Agreement* refers to the Department for Communities – Redress WA Scheme Access Agreement.

*Party/Parties* refer to the Department for Child Protection and the Department for Communities, - Redress WA Scheme.

Department for Child Protection
Memorandum of Understanding – Redress WA Scheme

Staff refers to the staff employed by the Department for Communities – Redress WA Scheme in this agreement engaged to complete the application research.

The Department means the Department for Child Protection.

Redress WA Project research indicates research undertaken for the purpose of preparing reports for claims.

Period of Agreement

This Agreement shall be in force for a period of 12 months from the date of signing.

After 12 months if both parties to this agreement are satisfied with the arrangement, it may be extended for a successive term of 12 months and every 12 months thereafter until completion of the Scheme unless either party has cause to terminate the agreement. Confidentiality undertakings will remain in force beyond the term of the agreement.

Department for Communities – Redress WA Scheme Access Conditions

1. Staff will be required to have undergone or undergo both a Criminal and Departmental Clearance before being eligible to request any information from the restricted records. The cost of these clearances will be borne by Department for Communities – Redress WA Scheme.

2. Approved staff located at the office of Redress WA Scheme will be allowed access to information contained within the restricted records. These records consist of:
   - electronic records contained within Objective, FIRS and CCSS, and archived databases
   - departmental physical client and carer files:
   - clinical psychologist and adoption files fall within a separate category. These files cannot be accessed without prior written approval from the respective director responsible for those records.

3. Approved staff will be allowed access to restricted information contained within the following restricted records at the head office of the Department for Child Protection:
   - microfilm rolls – equipment issues
   - Hillcrest Records
   - Children’s Court Registers
   - other files referred to above which may be considered too fragile to justify removal from Head Office,

Department for Child Protection
Memorandum of Understanding – Redress WA Scheme

The Department is unable to allow offsite access to these records due to their fragile state as many pages have deteriorated and have been unable to be imaged or replicated. These records must be handled with gloves that will be provided to the nominated staff.

4. The information from the restricted records will be for claims only; the information held in the records cannot be used for any other purpose.

5. Staff must not access any information relating to themselves, members of their family, friends or acquaintances.

6. Staff from the Department for Communities – Redress WA Scheme are required to ensure that all information obtained from the restricted records is handled confidentially (see Code of Ethics and Conduct below).

7. Redress WA will return files to the Department as soon as they are required, and no later than 24 hours of the request. Regardless Redress WA will return files within 21 days of receipt.

Code of Ethics and Conduct

The Code of Ethics and Conduct for staff is intended to address issues of privacy in relation to disclosure of personal information and the possible distress that may be experienced by claimants in learning about their information.

Personal information obtained from the restricted records may not be used for any other purpose than in preparing reports for Redress WA purposes.

Personal information of a Redress applicant or any other person may not be published or disclosed in any manner whatsoever to any third party.

The Department for Communities – Redress WA Scheme staff must accept full responsibility for safeguarding confidential information obtained from the restricted records.

Staff from the Scheme must ensure that the restricted records are effectively protected from any unauthorised use, alteration, disclosure, loss, defacement and or deterioration.
Termination of Agreement

In the event that the Department has cause to consider that its records or information have been misused or the terms of this agreement have not otherwise been met, the Department is entitled to terminate the agreement. Termination of the agreement may be effected by written notice to the Department for Communities – Redress WA Scheme.

Signatories to the Agreement

1. Department for Child Protection

Director General

Signature: ..............................................................

Date: ..............................................................

2. Department for Communities – Redress WA Scheme

Director General

Signature: ..............................................................

Date: ..............................................................

Department for Child Protection