

Memorandum of Understanding

Between Child, Youth and Family, New Zealand
Police and (Insert Name) District Health Board

August 2011



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1. Parties to this Memorandum of Understanding

The parties to this Memorandum of Understanding (MoU) are Child, Youth and Family, a service of the Ministry of Social Development, New Zealand Police and (insert name) District Health Board.

The Sovereign in right of New Zealand acting by and through the Chief Executive of the Ministry of Social Development (for Child, Youth and Family);

The Sovereign in right of New Zealand acting by and through the New Zealand Police (Police); and

(Insert name) District Health Board a District Health Board established under the New Zealand Public Health and Disability Act 2000 ('Insert name DHB').

2. Introduction

This MoU was developed collaboratively between Child, Youth and Family (CYF) the Paediatric Society of New Zealand, District Health Boards (DHB), the Ministry of Health Violence Intervention Programme and the New Zealand Police (Police).

The parties to this MoU currently work together and offer advice to each other in the management and safety of children and young people with suspected or confirmed abuse or neglect.

The parties wish to formalise this relationship and specify the terms and conditions under which this will occur.

This MoU establishes the basis for how the parties will work together at district, regional and national levels including:

- collaborative frontline child protection practice
- consultation on areas of agreed mutual interest such as policy development and initiatives that will impact any party
- service planning and development
- developing a register of all agreements between the parties
- information sharing
- shared training or other services
- management of disputes.

This MoU replaces all previous Memoranda (including MoU and letters of agreement) between the parties regarding the management and safety of children and young people with suspected or confirmed abuse or neglect.

3. Purpose

The purpose of this MoU is to set out the mutual commitment of the parties to a collaborative working relationship, to ensure health and safety outcomes for children and young people are met within each party's legislative and funding responsibilities.

4. Definitions

In this MoU, child or young person refers to any person 0 – 16 years of age that is up to but not including the 17th birthday. It may include an unborn child.

A Report of Concern is a notification under s15 of the Child, Young Persons, and Their Families Act (1989).

5. Guiding principles

The parties agree to be guided by the following principles:

- the welfare, interests and safety of children and young people are the first and paramount considerations
- social, cultural and economic factors are the primary determinants of health. Collaboration between social services, health and education can positively influence the health of children, young people and their families
- engagement will prioritise activities that reduce inequalities amongst children, young people and their families
- each family's culture is significant. The development and maintenance of links with Iwi, Pacific and other cultural and community agencies is essential for client wellbeing and best practice
- families have the right to participate in decision-making about their children and young people
- all interventions will balance the emotional and disability needs of the child or young person (for example, access to caregivers/family/whānau) with the need for safety
- abuse and neglect often occurs in the context of wider family violence. Consideration must be given to the identification, support, safety and referral of adults connected with the child or young person who may be suffering from violence
- the respective legislative responsibilities and accountabilities of each party will take priority and precedence over this MoU.

6. Background

In 1996, the Director-General of Health approved a *National Protocol Agreed by Crown Health Enterprises and Child, Youth and Family* to guide the voluntary reporting of child abuse in the health system. This was supplemented by a short guide to practice (*Let's Stop Child Abuse Together*), which remains in print and was updated in 2011 (*Working Together to Keep Children and Young People Safe*). In 1997, Child, Youth and Family and the Ministry of Health signed a national *Memorandum of Commitment to Collaborative Practice*.

In 2002, the Ministry of Health published the *Family Violence Intervention Guidelines, Child and Partner Abuse*. These include detailed recommendations for clinical assessment and multi-agency collaboration.

In 2006 a report from the Children's Commissioner led to a national *Memorandum of Understanding on the safety of children in hospital with suspected or confirmed non-accidental injury* between Child, Youth and Family, the Police and DHBs. This Memorandum expired one year after signing. Many individual DHBs also produced a variety of local interagency agreements.

In 2010 Child, Youth and Family and Police entered into a national Memorandum of Understanding which sets out the commitment to a collaborative working relationship between CYF and the Police. They also signed the *Child Protection Protocol* (CPP) on the management of serious child abuse.

7. Roles and responsibilities

Child, Youth and Family is a service of the Ministry of Social Development. Child, Youth and Family works with families and organisations in the community and has responsibility, as defined in the Children, Young Persons, and their Families Act (1989), to protect, support and care for children and young people.

Child, Youth and Family social workers have expertise in risk analysis and the dynamics of child protection.

The DHBs throughout New Zealand were established in January 2001 under the New Zealand Public Health and Disability Act (2000). DHBs are responsible for providing or funding the provision of health and disability services to people living in their respective districts. This includes both hospital and community services. Some health and disability services continue to be funded by the Ministry of Health. DHB staff have expertise in the recognition and management of child abuse and neglect.

The New Zealand Police is established under and regulated by the Policing Act 2008. The Police serve the community by reducing the incidence and effects of crime, detecting and apprehending offenders, maintaining law and order and enhancing public safety. The Police have expertise in the investigation and prosecution of possible offences, including witness statements and scene examination.

8. Relationship principles

The parties share a common interest in the appropriate management of suspected child abuse and neglect including prevention and child protection.

Formal procedures, particularly around effective communication and a clear understanding of the roles and responsibilities of each agency, and a positive working relationship between the parties are necessary to work collaboratively together.

The parties agree to:

- consult early and often to ensure appropriate decisions are made to enable effective management and/or investigation
- communicate regularly in an open, honest and timely way, including responding promptly to requests by the other parties
- notify each other, at an early stage, of any actions taken, or proposed to be taken, of which the other parties might reasonably expect to be advised
- inform each other about relevant work programmes, strategic developments, policy developments or initiatives, media campaigns or any operational developments that may affect or involve the other party
- share information with any party that could help to keep a child or young person safe and well, in a manner that is consistent with the law
- keep processes for sharing information as simple as possible and build on existing systems
- deliver child protection training collaboratively, where practicable
- respect, acknowledge and utilise the roles, responsibilities and expertise of the other parties
- determine the lead agency for each case through early consultation
- maintain comprehensive documentation of planning, actions and outcomes by each party

- refrain from using the media as the forum to address any disagreements between the parties.

9. Relationship process

The parties recognise the benefits of describing how relationships will occur at national, regional and local levels to discuss matters of mutual interest.

Regional and district levels

The parties recognise the benefits of positive working relationships at regional and district levels with respect to particular service areas.

Meetings

The representatives to be involved will be determined by the service setting and they will configure meetings on this basis. In most instances these meetings will be led by the Child, Youth and Family operations manager, appropriate DHB general managers, Police district commander (or delegate) and clinician representatives.

These meetings will occur at regular intervals (at least twice a year) and discuss operational matters relating to programme and service development and delivery.

This may include discussion on:

- processes to enable the sharing of client information while operating within existing law
- joint training initiatives
- processes for review and the management of disputes
- any other matters as necessary.

National Level

The parties have equal interest in maintaining a strategic relationship to support good service delivery and policy development in the areas of care and protection, and the delivery of health services to children and young people who come to the attention of Child, Youth and Family and the Police.

Meetings

An annual meeting will be held between nominated members of the Child, Youth and Family senior executive team, Police executive team, a representative of the DHB GM/COO networks, plus clinical representation. The Director General of Health will be invited to attend.

The meetings should:

- discuss strategic initiatives and policies, and programme and service development and delivery
- consider the implementation of this MoU by the parties
- recommend and oversee the process for reviewing this MoU
- include processes for review and management of disputes
- discuss any other matters as necessary.

Significant interagency issues of a strategic nature may require a special meeting of the parties, either at a district/regional or national level.

Other National or Local Agreements

More specific agreements or sets of procedures may be required between some parties, or between parties and other organisations, to ensure that interagency processes are agreed, clear and nationally consistent.

These agreements will be:

- developed in accordance with the terms of this MoU by delegated representatives of the parties
- consistent with this MOU
- listed as a schedule to this MoU
- reviewed when the parties meet to review this MoU
- approved by the Deputy Chief Executive, Child, Youth and Family, the Deputy Commissioner, New Zealand Police and the Chief Executives of the respective District Health Board/s prior to signing.

10. Schedules to the Memorandum of Understanding

Agreed schedules made between the parties will include the following sections:

- purpose
- service or policy context
- reference to any agreement being replaced
- agreed process
- agreement on any information sharing, including provision to ensure privacy and safety are preserved as required by law
- definitions, if required
- parties' representatives (owners of agreement)
- signatory and date.

All new or updated schedules between the parties, or between the parties and other organisations, will be accompanied by an implementation plan.

All new or updated schedules between the parties may be varied in accordance with Clause 19 of this MoU.

11. Implementation

This MoU and associated schedules are to be implemented in conjunction with the policies, procedures and legislation relevant to each party.

An implementation plan will be developed when the MoU is signed or whenever a variation to the MoU is agreed by the parties.

Relevant national policy documents or agreements between the parties, or between the parties and another agency, include but are not limited to, those listed under Clause 20 - Documentation of relevance to this MoU.

12. Timeframes and pathways for collaborative practice

Timeframes and pathways for collaborative action and responses must at all times reflect the level of assessed risk and need, and be appropriate to the age and need of the child or young person requiring care and protection.

DHB staff will follow their internal policies and procedures and comply with any agreements with the other parties in the schedules attached.

Where Child, Youth and Family or the Police wish to pursue further action on behalf of a child, the DHB will give priority to providing timely written information to enable due

process, in accordance with legal requirements regarding management of health information.

Child, Youth and Family will respond to reports of concern from the DHB (under section 15 of the Children, Young Persons, and Their Families Act 1989) in line with the timeframes established by Child, Youth and Family and in compliance with any agreements with other parties in the schedules attached to this MoU.

Police will respond to reports of concern for suspected abuse or neglect in a timely fashion following Police guidelines and the CPP, and in compliance with any agreements with the other parties in the schedules attached to this MoU.

13. Referral and reports of concern

Child, Youth and Family should be notified of all cases of suspected child abuse and neglect.

Key contact person

For every child or young person referred or reported between the parties to this MoU, each party will identify the staff member who will be the key contact person for the other parties.

Working together to identify at risk children

If a health practitioner has any suspicions or concerns about a child or young person whose safety or wellbeing may be at risk, he or she may request a meeting with Child, Youth and Family to discuss the situation and develop a plan to address the concerns.

Referrals from the District Health Board to Child, Youth and Family

All reports of concern to Child, Youth and Family are made to the Child, Youth and Family National Contact Centre (the Contact Centre).

All reports of concern that a DHB makes by phone will also be made in writing.

The Contact Centre will identify which office will be responsible for further action.

Once the report of concern is received on site, the allocated social worker will:

- contact the source of the report and follow Child, Youth and Family procedures for the investigation of care and protection concerns
- report back to the source of the report once the investigation is completed.

Referrals from the District Health Board to Police

Referrals to Police are made through the Police Communications Centre.

Referrals from Child, Youth and Family to the District Health Board

When Child, Youth and Family wishes to consult with, or refer to the DHB, they will do so in accordance with the relevant legislation and local policies and procedures.

All referrals made by phone will also be made in writing.

When Child, Youth and Family requests a medical assessment for a child or young person, the social worker will supply the history of previous Child, Youth and Family involvement with the child and their family. The child will be accompanied to the medical assessment by a relative or caregiver who knows the past medical history.

Children referred by Child, Youth and Family to the Health and Education Assessment Pathway (Children in Care clinic) will follow the referral pathways and procedures developed.

Referrals from Police to the District Health Board

Police will consult with and refer to the DHB in accordance with local policies and procedures.

Referrals between Child, Youth and Family and Police

Child, Youth and Family and the Police will share information in accordance with CPP protocol.

14. Media Strategies

From time to time media comment might be sought in relation to a case or issue of mutual interest.

No comment should be given when a matter is:

- under investigation by the Police and proceedings are likely to result
- under investigation by Child, Youth and Family and proceedings are likely to result
- before the Court (including awaiting sentencing in a criminal matter) or if there is a possibility of appeal.

In other circumstances, senior staff of both parties will make best efforts to consult before any comment is made in order to either agree that:

- in a particular case/issue a joint comment would be appropriate, and agree the content of that comment; or
- in a particular case/issue it is appropriate for one agency to take the lead in providing such a comment and agree the content of that comment; or
- individual comment is necessary, the content of which will be shared with the other party.

Each party will work within its own organisation's media policy.

15. Dispute Resolution

Disputes may arise from time to time between the parties. To ensure that the interests of children, young people or their families are not unduly affected, disputes should be settled in a timely manner.

Disputes will be seen as an opportunity to learn, and every effort will be made to find a solution and preserve a respectful working relationship.

Differences of opinion over proposed courses of action are best dealt with through open discussion.

When disputes occur, the following process will apply:

- the issue should be addressed directly between the staff involved. Meetings in person are recommended. Most disputes should be resolved at this level. Where meeting in person is not possible, concerns may be addressed by telephone
- staff will not write letters or emails before attempting to resolve disputes in person or by phone
- where a dispute cannot be resolved by open discussion between the staff involved, the matter should be referred to the respective supervisor/line manager who will address the issue promptly
- if a dispute requires referral to a supervisor/line manager, it should also be referred to the Child, Youth and Family and DHB liaison social worker
- if these steps fail to resolve the issue then the matter should be escalated to the respective parties' Operations Managers, Service Managers/General Manager, Portfolio Managers and Area Commander
- if the parties' managers are unable to resolve the dispute, the matter will be escalated to the Child, Youth and Family Regional Director, the appropriate DHB General Manager and/or the District Commander as appropriate.

Priority should be given to resolving disputes. Disputes that cannot be resolved within ten working days should be referred to the next level and an attempt made to resolve the dispute within a further ten working days. Disputes that require further escalation should take into account the time elapsed and ensure there is no undue delay in resolution.

16. Memorandum of Understanding not legally binding

Nothing in this MoU shall make either party liable for the actions of the other or constitute any legal relationship between the parties or limit or affect the independence of the parties.

The parties agree that this MoU does not limit any party in the provision of services. Any statements of intention in this MoU are subject to the discretion of each party to act as necessary to perform its legal functions or obligations and to exercise any statutory powers.

The provisions in this MoU are to be read subject to any chief executive, ministerial or cabinet directives, and any enactment.

Where there are changes to Government policy which affect the purpose and functions of this MoU, each party agrees to inform the other of those changes at the earliest possible time thereafter, and agrees to meet to re-negotiate if necessary any aspects of this MoU.

17. Term

This MoU will commence on the day it is signed by the Parties and remain in force until a party withdraws.

This MoU may be terminated by any party. Three months notice in writing must be given of intention to withdraw from the MoU.

The MoU will be reviewed one year after signing and every two years thereafter. A review may also be initiated by any party by giving three months notice.

Termination of this MoU shall not release each party from any obligations under this MoU that have already accrued by the date of termination.

18. Variation of the Memorandum of Understanding and attached Schedules

The parties agree that this MoU may be amended or varied by written agreement signed by persons authorised to sign on behalf of the parties.

The schedules to this MoU may be reviewed, modified or terminated by written agreement signed by persons authorised to sign on behalf of the parties.

All changes as described above must be notified to the parties' staff who will be directly impacted by such changes.

New schedules may supersede existing agreements between the parties.

19. Parties representatives

The parties' representatives are the owners of this MoU. Their position and contact details are:

Child, Youth and Family

Title General Manager, Service Support

Address Child, Youth and Family
Bowen State Building
Bowen Street
Wellington

Telephone 04 918 9068

New Zealand Police

Title National Manager, Criminal Investigations

Address Police National Headquarters
Molesworth Street
Wellington

Telephone 04 474 9490

District Health Board

Title

Address

Telephone

Signed on this day,

2011

Peter Hughes
Chief Executive
Ministry of Social Development

Peter Marshall
Police Commissioner
New Zealand Police

I have authority to sign for the Provider

Chief Executive
District Health Board

20. Appendix A: Schedules

The following table lists relevant national policy documents or agreements between the parties, or between the parties and another agency, relevant version numbers, and where these documents may be located.

Schedules to this MoU

Number	Title	Date signed
Schedule 1	Children admitted to hospital with suspected or confirmed abuse or neglect.	
Schedule 2	Child, Youth and Family DHB Liaison Social Workers – appointment, roles and responsibilities	

Schedules under consideration at the time of signing

	Reporting concerns to Child, Youth and Family	
	Antenatal reports of concern	
	Engagement in multi-agency case conferences	
	Information exchange between Child, Youth and Family and Health Practitioners	

Documentation of relevance to this MoU

	Document	Status
	Provision of Healthcare Services into Child, Youth and Family Youth Justice and Care and Protection Residences	Signed
	MoU between Child, Youth and Family and the Ministry of Health (Disability National Services) (2008)	Existing
	Gateway Assessments for children and young people in the care of the Chief Executive	In development
	Working with Child, Youth and Family and Police to implement the Child Protection Protocol (CPP)	Signed
	Breaking the Cycle: Interagency Protocols for Child Abuse Management, 1996	Existing
	Working together to keep children and young people safe; an interagency guide 2011	Existing
	MoU between Child, Youth and Family and Police	Signed
	Child, Youth and Family Practice Framework	Existing
	Child Protection Alert System within Health	In development
	Health and Disability Standards - in particular subsections 6.6.8 and 6.6.9, as described in the Health and Disability Sector Standards (Children and Young People) Audit Workbook SNZ HB 8134.4:2004	Existing
	Tier Two – General and Community Paediatric Services Service Specification, in particular Section 5.	Existing
	DHB local Violence Intervention Programme policies, aligned with the Family Violence Intervention Guidelines, Child and Partner Abuse	Existing

	DHB local policies and procedures in relation to child protection	Existing
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