

# Memorandum of Understanding between Oranga Tamariki–Ministry for Children, New Zealand Police and the District Health Boards

7 September 2021



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## **1. Parties to this Memorandum of Understanding**

**The parties to this Memorandum of Understanding (MoU) Oranga Tamariki—Ministry for Children, New Zealand Police and [Name] District Health Board.**

The Sovereign in right of New Zealand acting by and through the Chief Executive of Oranga Tamariki—Ministry for Children (Oranga Tamariki);

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

[Name] District Health Board a District Health Board established under the New Zealand Public Health and Disability Act 2000.

## **2. Introduction**

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

This MoU formalises this relationship and specifies 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 the *Memorandum of Understanding between Child, Youth and Family, New Zealand Police and District Health Board August 2011*.

Attached to the MoU are schedules that provide detail to the parties regarding specific agreements or procedures.

## **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 – 17 years of age that is up to but not including the 18th birthday. It may include an unborn child.

A Report of Concern is a notification under section 15 of the Oranga Tamariki Act 1989.

## 5. Guiding Principles

The parties agree to be guided by the following principles:

- The safety, wellbeing and best interests, of children and young people are the first and paramount considerations.
- Social, cultural and economic factors are the primary determinants of health. Collaboration and information sharing 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 people's wellbeing and best practice.
- Families have the right to participate in decision-making about their children and young people at the earliest possible opportunity.
- 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.
- Harm, 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*) and has been updated several times since (*Working Together to support tamariki, rangatahi and their family/whānau*). 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. This was updated in 2016 with the release of the *Family Violence Assessment and Intervention Guideline, Child abuse and Intimate Partner Violence*.

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 nonaccidental injury* between Child, Youth and Family, the Police and District Health Boards (DHB). This Memorandum expired one year after signing.

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 Child, Youth and Family and the Police. They also signed the *Child Protection Protocol* on the management of serious child abuse.

In 2011, an MoU was developed collaboratively between Child, Youth and Family, the Paediatric Society of New Zealand, District Health Boards, the Ministry of Health Violence Intervention Programme and the New Zealand Police. The 2011 MoU was signed by Child, Youth and Family, Police and all the DHB's. It remained in place until this document superseded the 2011 agreement.

## **7. Roles and Responsibilities**

Oranga Tamariki works with families and organisations in the community and has responsibility, as defined in the Oranga Tamariki Act 1989, to promote the well-being of children, young persons and their families, whānau, hapū, iwi and family groups.

Oranga Tamariki social workers have expertise in building relationships, identifying needs and the dynamics of child protection to strengthen, restore and uphold the safety and wellbeing of those they work with.

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 harm, 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 harm, 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 Oranga Tamariki regional manager, appropriate DHB general managers, Police District commanders (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. The responsibility for convening and hosting these meetings should rotate between the parties.

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.

Collated regional responses should be provided to the National Management Group for the MoU when information is requested or as issues arise that require national oversight or escalation.

## **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 Oranga Tamariki and the Police.

## **National Management Group for the MoU**

The National Management Group will meet at least annually and will be held between nominated members of Oranga Tamariki senior executive team, Police executive team, a representative of the DHB General Manager/Chief Operating Officer networks, plus clinical representation. Details will be agreed in a Terms of Reference.

The meetings should:

- discuss strategic initiatives and policies, and programme and service development and delivery
- consider the implementation of this MoU and associated schedules (see Appendix A)
- recommend and oversee the process for reviewing this MoU and associated schedules as required
- 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 in relation to the functions of this MoU between some parties, or between parties and other organisations, to ensure that interagency processes are agreed, clear and nationally consistent (See Appendix A and B).

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 Chief Executive, Oranga Tamariki—Ministry for Children, the Commissioner, New Zealand Police and the Chief Executives of the respective District Health Board/s prior to signing or their delegated representative.

## **10. Schedules to the Memorandum of Understanding**

The parties agree that from time to time they may develop agreements relating to specific procedures and activities involving the parties. These will be attached to the MoU as a schedule and will be consistent with the conditions of the MoU. A list of schedules to this MoU is listed in Appendix A. Appendix B lists other national agreements that Oranga Tamariki and some DHBs are signatories to.

Agreed schedules made between the parties will comply with the requirements as specified in Appendix C.

These appendices will be updated as new schedules are created, amendments are made to existing schedules, or existing schedules are terminated. The updates to the appendices will be by written agreement but will not require the MoU to be resigned.

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 18 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 or Schedule is signed or whenever a variation to the MoU or schedule is agreed by the parties.

## **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 associated schedules attached.

Where Oranga Tamariki 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.

Oranga Tamariki will respond to reports of concern from the DHB (under sections 15 and 17 of the Oranga Tamariki Act 1989) in line with the timeframes established by Oranga Tamariki 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 *Joint Operating Procedures: Child Protection Protocol: Joint Operating Procedures (CPP)*, and in compliance with any agreements with the other parties in the associated schedules attached to this MoU.

## **13. Referral and Reports of Concern**

Oranga Tamariki should be notified of all cases of suspected child harm, 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 Oranga Tamariki to discuss the situation and develop a plan to address the concerns.

## **Referrals from the District Health Board to Oranga Tamariki**

All reports of concern to Oranga Tamariki are made to the Oranga Tamariki National Contact Centre (the Contact Centre).

All reports of concern that a DHB makes by phone will also be made in writing specifying the date and time the phone referral was made.

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 Oranga Tamariki 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 Emergency Communications Centre if the referral is urgent or through the Police 105 Non-Emergency reporting process.

## **Referrals from Oranga Tamariki to the District Health Board**

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

Children or young people referred by Oranga Tamariki for a Gateway Assessment (Health and Education Assessment) 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 Oranga Tamariki and Police**

Oranga Tamariki and the Police will share information in accordance with CPP.

## 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 Oranga Tamariki 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, this could include case reviews with all relevant parties participating. 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 Oranga Tamariki/District Health Board liaison social worker.
- If these steps fail to resolve the issue then the matter should be escalated to the respective parties' Site 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 Oranga Tamariki Regional Manager, 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 or such earlier time as may be agreed by the parties.

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.

Each party will hold responsibility for consulting with their sector representatives prior to agreements being finalised and published.<sup>1</sup>

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.

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<sup>1</sup> The Paediatric Society of New Zealand will liaise with DHBs regarding the consultation process.

## **19. Signatories**

**Chappie Te Kani**

Chief Executive  
Oranga Tamariki—Ministry for Children

**Andrew Coster**

Police Commissioner  
New Zealand Police

**[Name]**

Chief Executive  
[Name] District Health Board

## 20. Appendix A: Schedules to this Memorandum of Understanding

The following table lists associated schedules between the parties.

Schedule 1	Children Admitted to Hospital with Suspected or Confirmed Harm, Abuse or Neglect
Schedule 2	Oranga Tamariki/District Health Board Liaison Social Workers
Schedule 3	Neglect of Medical Care Guidelines
Schedule 4	Joint Standard Operating Procedures for Children and Young Persons in Clandestine Laboratories

## 21. Appendix B: Other Agreements between Oranga Tamariki and District Health Boards

Memorandum of Understanding between Oranga Tamariki and Capital and Coast District Health Board concerning National Secure Youth Forensic Inpatient Services (Nga Taiohi)

Memorandum of Understanding between Counties Manukau District Health Board District Health Board, MidCentral District Health Board District Health Board, Hutt Valley District Health Board District Health Board, Canterbury District Health Board District Health Board, Otago District Health Board and the Ministry of Social Development

## **22. Appendix C: Guidelines for the Development of Schedules to this Memorandum of Understanding**

There may be occasions when a more specific agreement or set of procedures is required between the parties to this Memorandum of Understanding (MoU). These agreements will become schedules to the MoU and will be consistent with the conditions of the MoU. The purpose of these schedules will be to provide clear practice guidance to ensure national consistency and high practice standards across the three sectors. They will provide a mechanism for what “really good” looks like and will assist in the smooth running of operations, ensuring that processes are agreed, and clear.

All national agreements made between the parties will be approved by the Deputy Chief Executive, Oranga Tamariki, the Deputy Commissioner: Operations, New Zealand Police and the Chief Executive of each of the District Health Boards.

Additional schedules will be added to the MoU via the signing of a letter of accession to the MoU agreement.

New schedules may supersede existing agreements. Reviews, modifications or terminations of existing agreements may be undertaken by mutual agreement of the signatories. All such changes must be notified to the parties’ representatives, and the schedule updated.

### **Schedules will be developed based on meeting all of the following criteria:**

- Procedure aligns and strengthens the MoU
- Procedure requires active participation of at least two of the three parties to the Memorandum of Understanding
- Procedure should enhance the service delivery for children and young people through standardised processes, consistent implementation and monitoring
- Procedures align to best-practice and available evidence
- Procedures and practices align with the obligations set out in section 7AA of the Oranga Tamariki Act.

The National Management Group to this MoU should be advised of any proposed schedules and endorsement granted before the schedule is progressed.

### **Agreements 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 provisions 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 agreements between the parties, or between the parties and other organisations, will be accompanied by an implementation plan.



**The implementation plan must consider the following for each organisation:**

- Staff training requirements
- IT system requirements
- Policy changes
- Communications plan
- Documentation of procedures
- Budget for implementation
- Human resource implications.