



**Family &  
Community Services**  
Community Services



**Justice**  
Juvenile Justice

## **Memorandum of Understanding**

**Between**

**Department of Family and Community Services, Community  
Services**

**And**

**Department of Justice, Juvenile Justice**

**About**

**Children or young people who are shared clients of  
Community Services and Juvenile Justice**

**2014**

**Maree Walk**

**Chief Executive**

**NSW Department of Family and  
Community Services**

**Community Services**

**Valda Ruis**

**Chief Executive**

**NSW Department of Justice**

**Juvenile Justice**

**Date:**

*5 - 8 - 2014*

**Date:**

*5 - 8 - 2014*

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## 1. Introduction

- 1.1. This Memorandum of Understanding (MoU) outlines the working partnership for timely and collaborative intervention and service delivery between the Department of Family and Community Services, Community Services and the Department of Justice, Juvenile Justice in relation to the needs of any child/young person in NSW who is a shared client.
- 1.2. The development and signing of this MoU is within the context of significant policy and service system changes as a result of reforms to the child protection and out of home care (OOHC) services sector. Community Services and Juvenile Justice agree that the MoU will be reviewed and amended as required by those changes.
- 1.3. This MoU includes children/young people under the parental responsibility<sup>1</sup> of the Minister of Family and Community Services who are case managed by Community Services and/or non government OOHC designated agencies and any reference in this MoU to shared clients also applies to this group.
- 1.4. This MoU is supported by Joint Operational Practice Guidelines designed to assist Community Services and Juvenile Justice staff in the delivery of services to children/young people who are shared clients.

## 2. Legislative Context

- 2.1. Community Services has responsibilities under a range of legislation namely the *Children and Young Persons (Care and Protection) Act 1998* (the Care Act), the *Children And Young Persons Legislation (Repeal And Amendment) Act 1998*, the *Adoption Act 2000*, the *Children Legislation Amendment (Wood Inquiry Recommendations) Act 2009 No 13*, the *Child Welfare (Commonwealth Agreement Ratification) Act 1941*, the *Child Welfare (Commonwealth Agreement Ratification) Act 1962*, the *Community Welfare Act 1987*.
- 2.2. Juvenile Justice has responsibilities under a range of legislation namely the *Young Offenders Act 1997*, the *Children (Criminal Proceedings) Act 1987*, the *Bail Act 2013*, the *Children (Community Service Orders) Act 1987*, the *Crimes (Sentencing Procedure) Act 1999*, and the *Children (Detention Centres) Act 1987*.

## 3. Purpose of the Memorandum of Understanding

The MoU concerns shared clients of Community Services and Juvenile Justice and sets out governing principles to:

- 3.1. work collaboratively to establish more effective and efficient communication channels, improve responses to, and the outcomes for, these children/young people
- 3.2. promote information sharing about each agency's policies, programs, services and other resources to facilitate better outcomes for these children/young people

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<sup>1</sup> This includes children/young people under the interim parental responsibility of the Minister of Family and Community Services or for whom the Minister has parental responsibility for the aspect of residence.

- 3.3. describe the roles and responsibilities of each agency in the delivery of integrated services for these children/young people
- 3.4. commit Community Services and Juvenile Justice to work together to promote seamless service provision and collaborative case management to meet the complex needs of these children/young people
- 3.5. guide the timely resolution of contentious issues.

#### **4. Target Group**

- 4.1. This MoU relates to children/young people between the ages of 10 and 17 who are shared clients of Community Services and Juvenile Justice.
- 4.2. A shared client is any child/young person who is:
  - a subject in a current risk of significant harm (ROSH) report [as screened in by the Child Protection Helpline (CP Helpline)], and/or
  - under the parental responsibility of the Minister or Secretary of Family and Community Services, or
  - under the shared parental responsibility of the Minister or Secretary of Family and Community Services (where the Minister has parental responsibility for the aspect of residency).

#### **AND**

- eligible for any Juvenile Justice service:
    - following a referral to a Youth Justice Conference
    - during the preparation of a Juvenile Justice Background Report requested by the court
    - during the provision of one-off bail and remand services
    - during a period of community supervision (including bail supervision), following an order of the court
    - during a period of custodial incarceration (including remand), following an order of the court.
- 4.3. For the purpose of this MoU, Community Services defines a current ROSH report as any of the following:
    - an open and allocated case
    - a ROSH report awaiting an allocation or closure decision at the Community Services Centre (CSC) or other Community Services unit
    - a case that was closed within the previous 28 days after Community Services case management and/or achieving the case plan goal.
    - a ROSH report which was unable to be allocated for a face to face response and that was closed within the previous 28 days.

**NB:** Community Services' will remain involved with these cases until the immediate child protection issues (brought to the attention of Community Services by Juvenile Justice or the Children's Court) are resolved.

## **5. General Principles of the Memorandum of Understanding**

- 5.1. Child protection is a shared responsibility. The safety, welfare and wellbeing of children/young people is paramount and the collective responsibility of parent/carer(s), the community and the whole of government. As a shared responsibility, child protection is delivered through a mix of government and non-government agencies.
- 5.2. Community Services and Juvenile Justice respect the values, culture and heritage of Aboriginal and Torres Strait Islander people, and are committed to providing culturally appropriate services and allowing children, young people and their families to participate in planning and decision making.
- 5.3. Community Services and Juvenile Justice respect and uphold the rights of people from culturally and linguistically diverse backgrounds and commit to providing culturally appropriate services.
- 5.4. Where children/young people are unable to live at home with their parent/carer(s), the importance of maintaining their identity, their relationships with family, significant others and community is recognised where the best interests of the child/young person is served.
- 5.5. Children/young people will be encouraged to participate, commensurate with their age and development, in decision making that affects them. Parent/carer(s) will be encouraged to participate in decision making relating to a child/young person in their care or for whom they can provide support or may be able to in the future.
- 5.6. Community Services and Juvenile Justice recognise that a stable living arrangement is important for all children and young people. It is particularly important for children/young people who are:
  - leaving statutory care
  - released from custody and seeking to successfully reintegrate into the community, and/or
  - seeking bail in order to avoid a period on remand.Community Services and Juvenile Justice recognise that these children/young people often have a range of complex needs requiring a co-ordinated multi-agency response to actively plan and manage the transition from care or custody to prevent homelessness.
- 5.7. Community Services and Juvenile Justice agree that it is not acceptable for a child/young person to enter or remain on remand, solely due to lack of suitable alternative accommodation/placement.

## **6. Roles and Responsibilities**

### **Community Services**

- 6.1. Community Services has lead responsibility for responding to reports about children/young people who are suspected to be at ROSH.
- 6.2. Community Services has statutory responsibility for children/young people under the parental responsibility of the Minister of Family and Community Services in accordance with the Care Act.

- 6.3. Community Services or non government OOHC designated agencies may provide OOHC services to children/young people who are no longer safe at home. Services include case management, placements, supervision and support activities aimed at promoting the personal development, health, education, skill development and cultural identity of the child/young person. As a designated agency, Community Services authorises its carers to provide daily care and control of the child/young person. Aspects of parental responsibility may be delegated to a designated agency or authorised carer.
- 6.4. Where case management of a child/young person under the parental responsibility of the Minister of Family and Community Services rests with a non government OOHC designated agency, "Community Services may decide to become re-involved in a case (although not necessarily resume case management)"<sup>2</sup>.

### **Juvenile Justice**

- 6.5. Juvenile Justice supervises and cares for young offenders sentenced to community-based or custodial orders, supervises children/young people on bail as directed by the court, provides support to young offenders to meet the conditions of bail, supervises children/young people remanded in custody pending finalisation of their court matters and prepares reports for the consideration of the courts in determining sentences. Juvenile Justice also administers the Youth Justice Conferencing.
- 6.6. While supervising young offenders, either in the community or in custody, Juvenile Justice assists these children/young people with programs that will provide them with the opportunity to choose positive alternatives to offending behaviour. These interventions are aimed at reducing the likelihood of a child/young person reoffending and to assist them in addressing underlying issues and behaviours that led to their offending.
- 6.7. Juvenile Justice provides case management in a community and custodial setting. Case management is focused on an assessment of patterns and situational factors that directly relate to the child/young person's offending behaviour. Case planning is focused on identifying tasks, strategies and interventions to address the individual criminogenic needs, characteristics and learning styles of children/young people to reduce the likelihood of reoffending.
- 6.8. Juvenile Justice provides a court based intervention service which includes the preparation of Background Reports for magistrates (as requested), that assists the court to ensure that, where relevant, children/young people appearing before the court have their immediate needs met as identified by the court and any barriers to accessing bail are addressed. Juvenile Justice also assists those children/young people on remand to meet the conditions of their bail.
- 6.9. As mandatory reporters under s.27 of the Care Act, Juvenile Justice staff should complete the Structured Decision Making (SDM<sup>®</sup>) Mandatory Reporter Guide (MRG) when there are reasonable grounds to suspect that a child/young person is at risk of significant harm and contact the CP Helpline if the final decision on the MRG is *Report to Community Services*.

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<sup>2</sup> Community Services Case Management Policy 2013 page 12

## **7. Information Exchange**

- 7.1. Community Services and Juvenile Justice may only disclose information where the law permits the disclosure. This MoU itself does not authorise the disclosure of information, but establishes agreed procedures to ensure the exchange of information in appropriate cases where disclosure is lawful.
- 7.2. Both parties accept that the safety, welfare and wellbeing of children/young people is better secured by a free flow of relevant information. Such exchange of information occurs under Chapter 16A of the Care Act, which permits the sharing of information that relates to the safety, welfare and well-being of a shared client where it is reasonably believed that providing the information would assist the receiving agency to:
  - make decisions, assessments or plans; conduct any investigation; or provide any service that relates to the safety, welfare and well-being of the child/young person, or
  - manage any risk to the child/young person.
- 7.3. Juvenile Justice may, on occasion, require the urgent provision of information, particularly where this relates to a child/young person's appearance before court. This urgent provision of information may be required to ensure that the court is fully informed in its determinations and can include requests to Community Services for information about persons nominated to provide emergency accommodation for a young offender.

## **8. Dispute Resolution**

- 8.1. Any disputes about procedures or actions should be resolved between the parties at the local level as soon as possible.
- 8.2. As needed, local level disputes between Community Services, Juvenile Justice or a non government OOHC designated agency can be escalated to a district/regional level for support in resolving the matter when:
  - attempts to resolve the issues at the local level have been unsuccessful, and/or
  - approval for the funding of accommodation/placements and support services need to be considered beyond the local level.
- 8.3. Any matters, under the terms of the MoU, which cannot be resolved at the Community Services district and Juvenile Justice regional level will be referred to the Deputy Chief Executive, Operations for Community Services and the Director State-wide Operations for Juvenile Justice to facilitate a solution with the District/Regional Directors or equivalent level officer.
- 8.4. Where agreement cannot be reached at that level, these issues will be escalated to the Chief Executives of Community Services and of Juvenile Justice for resolution.
- 8.5. All disputes should take no longer than five working days to resolve and the parties agree to hasten the resolution of urgent matters.

## 9. Implementation

Community Services and Juvenile Justice commit to:

- develop appropriate internal procedures to support the practice inherent within this MoU
- provide adequate information and training to staff on the practice guidelines to enhance timely and collaborative intervention and service delivery to shared clients
- periodic review of the implementation of this MoU.

## 10. Governance

### Parties to the Memorandum of Understanding

10.1. The parties to this MoU are the NSW Department of Family and Community Services, Community Services and the NSW Department of Justice, Juvenile Justice.

10.2. The parties to the MoU:

- recognise that in addition to Community Services, many non government OOH designated agencies are funded by Community Services to provide case management for children/young people who are under the parental responsibility of the Minister of Family and Community Services
- agree that the provisions of this MoU extend to the above non government OOH designated agencies<sup>3</sup>
- agree that shared clients under the parental responsibility of the Minister of Family and Community Services will receive services or access to services in the same manner regardless of which designated agency provides case management.

### Commencement Date

This MoU will be activated once it is signed by the Chief Executives of the NSW Department of Family and Community Services, Community Services and the NSW Department of Justice, Juvenile Justice.

### Amendments to the Memorandum of Understanding

10.3. Either party may seek amendment of this MoU by notifying the other party in writing to this effect.

10.4. Amendments to this MoU may be negotiated between representatives of Community Services and Juvenile Justice at the Initiative of either party.

10.5. Amendments must be agreed and signed by the Chief Executives of the NSW Department of Family and Community Services, Community Services and the NSW Department of Justice, Juvenile Justice.

### Review date

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<sup>3</sup> Community Services *Service Provision Guidelines Out-of-home care* give Community Services and non government out-of-home care designated agencies, the core policy and operational framework and requirements for delivering out-of-home care services.



**This MoU may be reviewed at any time by the agreement of both Community Services and Juvenile Justice and in any event within five years of the commencement date of this MoU.**

