

**OVERARCHING  
RELATIONSHIP PRINCIPLES  
MEMORANDUM OF UNDERSTANDING  
between  
DEPARTMENT OF HUMAN SERVICES  
and  
VICTORIA POLICE  
2014**

## **Overarching Relationship Principles Memorandum of Understanding**

**Between**

Department of Human Services (**Department**)

and

Victoria Police (**Victoria Police**)

### **BACKGROUND**

- A. The Department and Victoria Police work together on many areas of mutual interest and responsibility which impact on the wellbeing and safety of Victorians.
- B. The organisations will continue to identify and develop key partnerships that will enhance community safety and build the capacity of Victorians to contribute to being safe and feeling safe.
- C. The organisations agree that a clear set of overarching relationship principles will assist them to respond appropriately in circumstances in which they have overlapping jurisdiction or other opportunities for collaboration.
- D. These principles will underpin a constructive and consistent relationship, and a stronger shared appreciation of our respective roles, responsibilities and areas of work.
- E. On the date this MOU is last signed by the organisations, the previous "Overarching Relationship Principles Memorandum of Understanding" dated 4 June, 2010 between the Department, Victoria Police and the Department of Health will terminate.

### **THE ORGANISATIONS AGREE AS FOLLOWS**

#### **(A) MOU AND PURPOSE, ORGANISATIONS' RESPECTIVE ROLES, COLLABORATIVE AND COOPERATIVE RELATIONSHIP**

##### **1. Overarching MOU and Purpose**

- 1.1. This MOU is intended to describe and guide the conduct and management of the relationship between the Department and Victoria Police.
- 1.2. The key purposes of this MOU are:
  - 1.2.1. to articulate the organisations' high level agreement to work together in a transparent, co-operative and collaborative way in all of their relations, including those issues covered by subject based Protocols;
  - 1.2.2. to outline the bases for the organisations' future and ongoing cooperation, including the development of management procedures and communication processes to ensure each organisation has a clear understanding of its role and responsibilities with respect to the areas of common interest; and
  - 1.2.3. to make the management of Protocols and dispute resolution processes consistent between the organisations.

- 1.3. This MOU is based on the organisations' shared recognition that:
  - 1.3.1. there are matters in which the organisations have a mutual interest and, in those matters of mutual interest, the public interest must always take precedence; and
  - 1.3.2. all individuals within the organisations will work in a cooperative, collaborative, professional and expeditious manner in the performance of their respective duties.
- 1.4. It is intended that, wherever possible, this MOU will obviate the need for a subject based Protocol.
- 1.5. A number of Protocols already exist between the organisations, and other Protocols will be developed on an 'as needs' basis. With respect to all of these Protocols:
  - 1.5.1. to the extent of any inconsistency with this MOU, this MOU shall prevail
  - 1.5.2. they shall be within the purview of this MOU, and shall be performed in accordance with the principles detailed in this MOU;
  - 1.5.3. they will be progressively reviewed and, where retained, will be redrafted and recorded in the Shared List of Current Protocols; and
  - 1.5.4. the Shared List of Current Protocols at the date of signing of this MOU is attached as Schedule 2. This list may be jointly reviewed and amended from time to time by the organisations in accordance with clause 8.
- 1.6. Nothing in this MOU is intended to limit or to derogate from the independent discretion of officers within the organisations in the exercise of any function or power.
- 1.7. This MOU is not intended to create legal relations or constitute a legally binding contractual agreement between the organisations. Notwithstanding, the organisations will comply with all of the terms of this MOU.

## **2. Role of Department**

- 2.1. The organisations acknowledge and agree the key principles for the Department include:
  - 2.1.1. a mission to provide housing and community services and programs so that individuals and families are supported and can participate in their community, the economy, and life;
  - 2.1.2. primary responsibility to plan, provide, fund and regulate a range of housing and community services;
  - 2.1.3. duties and powers prescribed by legislation;
  - 2.1.4. recognition that some information held by Department is relevant to the work of Victoria Police;
  - 2.1.5. treatment of service users with dignity and respect, including tailoring service responses to the different abilities of vulnerable Victorians; and
  - 2.1.6. to work collaboratively with service partners to deliver outcomes.
- 2.2. Department responsibilities include family support services, child protection, youth justice, disability, housing and emergency recovery services.

## **3. Role of Victoria Police**

- 3.1. The organisations acknowledge and agree the key principles for Victoria Police include:

- 3.1.1. a mission to provide a safe, secure and orderly society by serving the community and the law including, wherever possible, the implementation of community policing principles;
- 3.1.2. a duty to prevent the commission or continuation of offences;
- 3.1.3. investigations to establish whether a crime has been, is being, or is about to be, committed;
- 3.1.4. supporting the judicial process to achieve efficient and effective case management; and
- 3.1.5. recognition that some information held by Victoria Police is relevant to the work of the Department.

**4. Organisations to act in accordance with the *Charter of Human Rights and Responsibilities Act 2006***

- 4.1. Each organisation is committed to the preservation and maintenance of public safety, justice and human rights.
- 4.2. The organisations also acknowledge that the performance of their respective roles may sometimes engage privacy law, confidentiality obligations and human rights law.
- 4.3. To the extent human rights are engaged, the organisations will ensure both the content and the performance of this MOU and all existing and future Protocols comply with the requirements of the *Charter of Human Rights and Responsibilities Act 2006*.

**5. Collaborative and co-operative relationship**

- 5.1. This MOU clarifies that, at all levels of their respective organisations and in all matters between them, including the general performance of this MOU and all Protocols, the organisations will work collaboratively, cooperatively and transparently including all acts of information sharing and communication.
- 5.2. The organisations acknowledge that decision making within each organisation must be conducted in an ethical, fair and lawful manner and be capable of withstanding independent scrutiny.
- 5.3. The organisations will do everything required or necessarily intended by this MOU and will do so within the specified or necessarily intended timeframes.

**6. Principles of Information Sharing**

- 6.1. Recognising that the active and transparent sharing of information is necessary for each organisation to discharge its respective functions, the organisations agree to:
  - 6.1.1. share and exchange information in accordance with and subject to the Protocols, other relevant information policies, procedures and practices, relevant legislation and privacy principles, including:
    - 6.1.1.1. the *Children Youth and Families Act 2005*;
    - 6.1.1.2. the *Disability Act 2006*;
    - 6.1.1.3. the *Health Records Act 2001*;
    - 6.1.1.4. the *Privacy and Data Protection Act 2014*; and
    - 6.1.1.5. in the case of Victoria Police, the LEDS Standards;
  - 6.1.2. have open and accountable processes and procedures for information sharing; and
  - 6.1.3. provide for the security of confidential information.

**7. Promulgation and accessibility of this overarching MOU and all Protocols**

- 7.1. Each organisation acknowledges and agrees that:
  - 7.1.1. this MOU, particularly with respect to its intended purpose, will be promulgated at all levels within its organisation; and
  - 7.1.2. subject to security exceptions, this MOU and all Protocols will be made available for reference by all officers within its organisation by means of the organisation's intranet site.
- 7.2. Each organisation will put into place internal processes and/or instructions to ensure that officers working on matters between the organisations are familiar with this MOU and any relevant Protocol/s and will respond accordingly.

**8. Ongoing Review and Amendment of all Protocols**

- 8.1. The organisations agree to review and, where possible, amend all existing Protocols between them.
- 8.2. The organisations agree this process will be ongoing and will include:
  - 8.2.1. the insertion of a Review Date in all existing and future Protocols;
  - 8.2.2. the review of each Protocol commencing at the Review Date/s to determine if the Protocol continues to be required and, if so, to ensure it is current; and
  - 8.2.3. the creation and maintenance of the Shared List of Current Protocols. This list is to be created and maintained by the officer positions detailed at Item 1 of Schedule 1.

**9. Executive Level Meetings**

- 9.1. The Secretary and Chief Commissioner will meet at intervals of six months or as and when they deem appropriate by agreement between them.
- 9.2. The Secretary and Chief Commissioner meetings will be informed by reports from the Collaborative Responses Steering Committee as set out in the Collaborative Responses protocol.
- 9.3. Matters to be considered at the Secretary and Chief Commissioner meetings include:
  - 9.3.1. the high-level strategic relationship between the organisations and setting key directions for collaboration;
  - 9.3.2. matters covered by this MOU; and
  - 9.3.3. consideration of any upcoming Review Dates, and the ongoing review and rationalisation of all documents included on the Shared List of Current Protocols.
- 9.4. Other matters should be addressed through the Collaborative Responses Steering Committee as the primary governance mechanism for managing policy, strategy and operational matters of mutual interest to the Department and Victoria Police.

**(B) MOU PROVISIONS**

**10. Term and Review Date**

- 10.1. This MOU takes effect from the Date of Commencement and shall remain in force until such date as it is terminated by an organisation in accordance with clause 16.
- 10.2. This MOU shall be reviewed biennially from the Date of Commencement.

**11. Acting Inconsistently**

- 11.1. The organisations agree to undertake all best endeavours to act consistently with the terms of this MOU and any Protocol between them.
- 11.2. In the event an organisation considers there are important reasons it cannot act consistently with the terms of this MOU or any Protocol, then:
  - 11.2.1. the officer concerned must raise the matter with his/her direct manager; and
  - 11.2.2. if the direct manager agrees there are important reasons the organisation cannot act in accordance with this MOU or a Protocol, then:
    - 11.2.2.1. in the case of this MOU, the organisation must immediately inform the person listed in Item 3 of Schedule 1 representing the relevant organisation, so the matter may be discussed between the organisations; or
    - 11.2.2.2. in the case of a Protocol, the organisation must immediately inform the contact person who is detailed in the Protocol.
- 11.3. In the event the organisations concur that there are important reasons for one organisation to act inconsistently with this MOU or a Protocol pursuant to discussion in accordance with clause 11.2, that concurrence:
  - 11.3.1. will relate only to the particular situation to which the notification and discussion related;
  - 11.3.2. will not constitute a formal variation of this MOU or the Protocol to which it related; and
  - 11.3.3. will not have any implications for the future behaviour or obligations of either of the organisations under this MOU or the Protocol to which it related.
- 11.4. In the event that there is disagreement between the organisations, the dispute resolution processes detailed at clause 13 apply.
- 11.5. Irrespective of the outcome of notification and discussion in accordance with clause 11.2.2, any matter to which that clause relates will be reported to the organisations' representatives to the next Collaborative Responses Steering Committee meeting, and will be discussed at that meeting.

**12. Performance**

- 12.1. For the purpose of maintaining open communication and information sharing, each organisation agrees to notify the other organisation of any performance under this MOU or any Protocol that is inconsistent with the terms of this MOU or the Protocol (as applicable), including the organisation's own inconsistent performance.

**13. Dispute Resolution**

- 13.1. This clause applies to any dispute between the organisations under this MOU.
- 13.2. An organisation claiming a dispute has arisen which relates to the purposes of this MOU, will immediately notify the other organisation.
- 13.3. Following notification of a dispute the organisations will enter good faith discussions and use all reasonable endeavours amicably to resolve the dispute through negotiations.

#### **Position based escalation**

- 13.4. If the organisations are unable to resolve the dispute within a reasonable time then the dispute shall be referred to the officer positions detailed at Item 4 of Schedule 1 for resolution.
- 13.5. If the organisations are still unable to resolve the dispute within a reasonable time then the dispute shall be referred to the officer positions detailed at Item 5 of Schedule 1 for final resolution.

#### **Model clause**

- 13.6. This dispute resolution clause shall act as a model clause upon which a dispute arising under any Protocol between the organisations shall be resolved.
- 13.7. For the purposes of clause 13.4 (resolution) and 13.5 (final resolution), the dispute resolution clause in each Protocol shall insert officer positions which are relevant to the subject matter of that Protocol.

#### **14. Creation, amendment and discontinuance of Protocols**

- 14.1. If the organisations wish to create, amend or discontinue a Protocol, the creation, amendment or discontinuance must be approved by the Collaborative Responses Steering Committee or the Secretary and Chief Commissioner.
- 14.2. If the Collaborative Responses Steering Committee (or Secretary and Chief Commissioner) does not endorse the creation, amendment or discontinuance, then the creation, amendment or discontinuance shall have no effect.

#### **15. Variation**

The representatives of the organisations detailed at Item 7 of Schedule 1 may vary this MOU by written agreement.

#### **16. Termination**

This MOU may be terminated at any time by the representatives of either organisation detailed at Item 7 of Schedule 1 giving the other written notice.

#### **17. Contact Personnel**

- 17.1. Some clauses of this MOU require specific points of contact between the organisations. Contact details are included at Schedule 1.
- 17.2. Each organisation undertakes to maintain the currency of its contact list and, as soon as practicable when any changes occur, to pass relevant updates to the other organisation.

#### **18. Time to Act**

If the time for an organisation to do something is not specified in this MOU or any Protocol, the organisation will do what is required within a reasonable time with regard to the purposes of, and requirements outlined in this MOU and/or the relevant Protocol.

#### **19. Definitions and interpretation**

- 19.1. In this MOU, unless the context otherwise requires:

**LEDS Standards** means the law enforcement data security standards issued under Section 92 of the PDP Act by the Commissioner for Privacy and Data Protection appointed under Section 96 of the PDP Act. They apply to Victoria Police in its collection, management, use and disclosure of law enforcement data. They also apply to the Department in the event and to the extent that any law enforcement

data is disclosed or made available to the Department. Refer:

[http://www.cleds.vic.gov.au/content.asp?a=CLEDSBridgingPage&Media\\_ID=101939](http://www.cleds.vic.gov.au/content.asp?a=CLEDSBridgingPage&Media_ID=101939)

**Collaborative Responses Steering Committee** means the primary governance mechanism for managing policy, strategy and operational matters of mutual interest to the Department and Victoria Police pursuant to the Collaborative Responses arrangements and terms of reference protocol of 9 April 2014.

**Date of Commencement** means the date this document is last signed by the organisations.

**Department** means the Department of Human Services.

**Information Privacy Principles** means the information privacy principles (IPPs) contained in schedule 1 of the *Privacy and Data Protection Act 2014*.

**Law Enforcement Data** has the same meaning given to it in the PDP Act.

**MOU** means this Overarching Relationships Principles Memorandum of Understanding which overarches all Protocols.

**organisation** means either one of the organisations.

**organisations** means the Department and Victoria Police.

**PDP Act** means the *Privacy and Data Protection Act 2014* (Vic).

**Protocol** means any subject-based, protocol or other non- legally binding arrangement between the organisations which, upon signing of this MOU, shall be within the purview of this MOU.

**Review Date** means the specified date of review for this MOU or a Protocol.

**Secretary** means the Secretary of the Department.

**Shared List of Current Protocols** means a jointly developed list of all current Protocols between the organisations as set out in Schedule 2 which shall (i) be jointly maintained for currency and accuracy by the organisations and (ii) detail the Review Date of each Protocol.

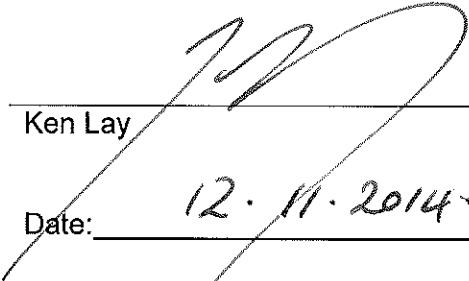
**Term** means the term during which this MOU will continue to have effect as set out in clause 10.

- 19.2. Any reference in this MOU to any legislation or provision that is repealed and re-enacted (with or without modification) shall be construed as a reference to the re-enacted legislation or provision.




**Signing page**

Signed by **Ken Lay, Chief Commissioner,**  
for and on behalf of **Victoria Police**

  
\_\_\_\_\_  
Ken Lay

Date: 12.11.2014

Signed by  
**Gill Callister, Secretary,**  
for and on behalf of **Department of Human  
Services**

  
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Gill Callister

Date: 26/9/2014

## **SCHEDULE 1**

### **Item 1**      Clause 8.2.3 – Creation and Maintenance of Shared List of Current Protocols

#### **Department's Representative**

Name:        Stuart Lindner  
Position:     Director, Service Implementation and Support  
Telephone:   9096 7097  
Email:        stuart.lindner@dhs.vic.gov.au

#### **Victoria Police's Representative**

Name:        Brian Scowcroft  
Position:     Manager, Information Mgt Standards and Security  
Telephone:   9628-7356  
Email:        brian.scowcroft@police.vic.gov.au

### **Item 2**      Clause 9.1 - Executive Level Meetings

#### **Department's Representative**

Name:        Gill Callister  
Position:     Secretary  
Telephone:   90961069  
Email:        gill.callister@dhs.vic.gov.au

#### **Victoria Police's Representative**

Name:        Ken Lay  
Position:     Chief Commissioner  
Telephone:   9247-6868  
Email:        ken.lay@police.vic.gov.au

### **Item 3**      Clause 11.2 - Acting Inconsistently

#### **Department's Representative**

Name:        Katy Haire  
Position:     Deputy Secretary, Service Design and Implementation  
Telephone:   90962809  
Email:        katy.haire@dhs.vic.gov.au

#### **Victoria Police Representative**

Name:        Stephen Fontana  
Position:     Assistant Commissioner, Crime Command  
Telephone:   9865-2755

Email: stephen.fontana@police.vic.gov.au

**Item 4** Clause13.4 – Dispute Resolution

**Department's Representative**

Name: Katy Haire

Position: Deputy Secretary, Service Design and Implementation

Telephone: 90962809

Email: katy.haire@dhs.vic.gov.au

**Victoria Police Representative**

Name: Stephen Fontana

Position: Assistant Commissioner, Crime Command

Telephone: 9865-2755

Email: stephen.fontana@police.vic.gov.au

**Item 5** Clause13.5 – Final Dispute Resolution

**Department's Representative**

Name: Gill Callister

Position: Secretary

Telephone: 90961069

Email: gill.callister@dhs.vic.gov.au

**Victoria Police's Representative**

Name: Ken Lay

Position: Chief Commissioner

Telephone: 9247-6868

Email: ken.lay@police.vic.gov.au

**Item 6** Clause14.1 - Notification of Creation, Amendment and Discontinuance of Subject-Based Protocols

**Department's Representative**

Name: Katy Haire

Position: Deputy Secretary, Service Design and Implementation

Telephone: 90962809

Email: katy.haire@dhs.vic.gov.au

**Victoria Police Representative**

Name: Stephen Fontana

Position: Assistant Commissioner, Crime Command  
Telephone: 9865-2755  
Email: stephen.fontana@police.vic.gov.au

**Item 7**

Clauses 15 and 16 - Variation and Termination

**Department's Representative**

Name: Gill Callister  
Position: Secretary  
Telephone: 90961069  
Email: gill.callister@dhs.vic.gov.au

**Victoria Police's Representative**

Name: Ken Lay  
Position: Chief Commissioner  
Telephone: 9247-6868  
Email: ken.lay@police.vic.gov.au

## SCHEDULE 2

### SHARED LIST OF CURRENT PROTOCOLS

The Shared List of Current Protocols as at the date this MOU is as follows or attached:

1. Department of Human Services and Victoria Police *Collaborative Responses Steering Committee*- arrangements and terms of reference 9 April 2014
2. Protecting Children – Child protection and Victoria Police (June 2012)
3. Children's Services Protocol between the Department of Human Services and Victoria Police (December 2006)
4. Protocol for the Exchange of Information on Registered Sex Offenders (September 2012)
5. Family Violence Referral Protocol 2012-2014 (September 2012)
6. Interagency Protocol between Victoria Police and Nominated Agencies – Drugs, Poisons and Controlled Substances (Volatile Substances) Act 2003 (May 2004)
7. Letter of Understanding between the State of Victoria through Victoria Police, Department of Human Services Victoria and South Eastern Centre Against Sexual Assault (February 2013)
8. Letter of Understanding between the State of Victoria through Victoria Police, Department of Human Services Victoria and Mallee Sexual Assault Unit (February 2013)
9. Letter of Understanding between the State of Victoria through Victoria Police, Department of Human Services Victoria and Barwon Centre Against Sexual Assault (February 2013)
10. Interstate Child Protection Warrants Protocol (March 2002) (between Commonwealth and State Police and State Child Protection Authorities)
11. Protocol for notification of unlawful activity in Office of Housing tenancies between Director of Housing and Victoria Police (Nov. 2011).
12. Protocol for operation of CCTV in Yarra Housing Estate (between Victoria Police and Director of Housing (Mar. 2013).
13. Protocol: Reporting employee criminal conduct (undated) between Victoria Police and the Department.

The Shared List of Current Protocols may be jointly reviewed and amended from time to time by the organisations in accordance with clause 8.2 of the MOU.