

# MEMORANDUM OF UNDERSTANDING

## Throughcare Jigsaw Group

### 1 PREAMBLE

A significant number of organisations currently provide services to offenders both before and after their release from prison and while under community supervision orders. Each of the organisations provides specialised and or generalised services to assist offenders, ex-offenders and their families. In NSW, these organisations have tended to work in isolation from each other.

Historically, in early 2007, a number of these organisations came together with a view to setting up some form of throughcare partnership. These early meetings evolved into a loose network or federation of Christian faith-based / faith informed organisations which subsequently evolved into the wider inclusion of all organisations involved in throughcare. The principle of co-operation between the organisations is outlined in this Memorandum of Understanding.

The following organisations and agencies in NSW (“Subscribers”) have expressed a common purpose with respect to providing progressive pathways for assisting offenders, ex-offenders and their families, as they progressively grow back into society.

- Mission Australia
- Chaplaincy Division of NSW Department of Corrective Services
- Sydney Anglican Home Mission Society (operating as Anglicare, Diocese of Sydney)
- Samaritans Foundation
- Alpha – Caring for Ex-Offenders
- Prison and After-care Support Services
- Prison Fellowship Australia
- Unchained Ministries
- Hillsong CityCare
- Kairos Prison Ministry Australia
- Chain Breakers Recovery
- Individual-reintegration Research UNSW
- CRC
- The Salvation Army

The Subscribers have agreed to develop a collaborative federation or framework of strategic services that can be better aligned to enhancing and implementing these services and their outcomes.

Within the services provided, each of the Subscribers performs various functions and roles that relate to various phases of the integration journey. Functions and roles are performed by volunteers and employees who use specialised procedures and resources. The Subscribers wish to establish an understanding of the functions provided by each other so as to avoid duplication and to enable them to cooperate and share available resources more effectively. The functions and roles, or Services,

contributed by each of the Subscribers to achieve the overall purpose are described at Appendix A.

The Subscribers recognise that there are other organisations and agencies which may be interested providing Services within the proposed framework from time to time, and that additional subscribers to this MOU would be welcomed.

In the event that two thirds of the representatives of Subscriber organisations consider that a representative or organisation has brought or is bringing discredit to the Throughcare Jigsaw Group, or appears to be disruptive to the harmonious working of the Group in pursuit of its purposes, they may, by calling an extraordinary general meeting of the Subscribers, request the parent organisation to appoint a different representative, or, in the case of continuing disruption, remove the organisation from the list of Subscribers.

## 2 DEFINITIONS

The following terms are defined the purposes of this agreement:

**Client(s)** means inmates, ex-inmates and offenders under community supervision orders, and their families.

**Collaboration** involves:

- Understanding the functions and roles, including boundaries of operation, constraints imposed by regulatory or statutory authorities and limitations of capability, performed by each of the other organisations,
- Referral of clients (ex-offenders and their families) between the organisations in order to provide more specialised assistance,
- Working together in a network of organisations as appropriate to meet client needs,
- Collaboration specifically excludes the sharing of personal and private information relating to Clients. Each organisation is responsible for keeping this information confidential at all times, except as required by law.

**Contact Person** means a nominated representative of a Subscriber organisation to whom referrals from members of other Subscribers are directed.

**Subscriber** means an organisation that has agreed to participate in this MOU. Subscribers may separate from this agreement as they wish. Organisations may be approved as Subscribers by agreement of a majority of existing Subscribers and agreeing to participate in this MOU.

**Services** means the functions and roles performed by the Subscribers in contributing to the overall purpose

## 3 UNIFYING CONVICTIONS

The Subscribers recognise that in order to assist Clients to grow successfully into their communities, it is necessary to recognise that:

- They have paid a penalty for their offence(s) but they will often require a new vision and spiritual journey to be able to successfully separate themselves from their previous lifestyles;
- They will need to repair and strengthen relationships between immediate family members;
- They need practical assistance to meet needs relating to food, shelter, skills and jobs; and
- They need an accepting environment which encourages them to adopt and maintain a new life such as access to members of the community.

The Subscribers further agree to the secondary social welfare principle that every human being has a fundamental right of to be free to participate in and enjoy life in a safe community of mutually chosen relationships.

#### **4 PURPOSE OF THE MEMORANDUM OF UNDERSTANDING**

The purpose of this Memorandum of Understanding is to articulate an agreement which will enable the Subscribers to operate within a network of independent organisations in order to:

- To share information about services available for offenders, ex-offenders and their families,
- To create better avenues of mutual referral and co-operation so as to enhance the overall effectiveness of each other's services;
- To provide an opportunity to collaborate in research, learning and development in pursuit of best practice service;
- To advocate for increased funding for throughcare services;
- To make an effective and durable contribution to enabling clients to successfully grow into their communities

The Memorandum reflects the relationship of the Subscribers with each other and establishes the way in which the collaboration will work. The Memorandum will be kept up to date as the Subscribers learn from experience and reflection, and as circumstances change.

#### **5 COORDINATION**

##### **5.1 STEERING COMMITTEE**

On the implementation of this agreement, and on each anniversary thereafter, the Subscribers shall elect a Steering Committee of at least 5 members. The Steering Committee, made up of no more than one person per Subscriber organization, will be responsible for:

- Arranging events and meetings, including an AGM,
- Maintaining the currency of this MOU, and its associated Appendices,
- Facilitating cooperation between Subscribers,
- Processing nominations to membership,

- Maintaining an up-to-date list of Contact People.

The Steering Committee will:

- Elect its own chairperson and secretary at the first meeting after each Annual General Meeting of Subscribers,
- Meet at least once a quarter by agreement of members,
- Rotate a third of its membership every three years

## **5.2 LINKING**

Members of each Subscriber organisation, being cognizant of the services provided by other Subscribers, and of the boundaries and limitations, may refer clients to other Subscribers as appropriate. Referrals should be channelled to the nominated Contact Person so that they may be managed appropriately within the receiving organisation.

## **5.3 SUBSCRIBER RESPONSIBILITIES**

Each Subscriber will be responsible for its own governance and management and for the conduct of each of its employees or volunteers, and will keep its own procedures and practices current in the delivery of the Services it provides.

Each Subscriber should update the outline of the Services it provides as Appendix 1 to this MOU, for the information of other Subscribers, to promote understanding of the extent of its contributions and of any boundaries, limitations or constraints which affect the delivery of the Services.

Each Subscriber should nominate a Contact Person who can receive client referrals from other Subscriber organisations.

## **6 FUNDING AND RESOURCE MANAGEMENT**

The Subscribers may from time to time, submit to governments or other benefactors, collective requests for funding or other resources to support particular projects or the general provision of Services.

This MOU does not create a separate body, organisation or legal entity. Nothing in this MOU should be construed as expressing an intention to create a legally binding agreement. All funding and resource requests and submissions shall be made by the Subscribers, taking account of Charitable, Taxation, Deductible Gift Recipient or other status. Submissions may be prepared jointly by two or more Subscribers, and in this case, the submission shall specify the funds requested for each of the parties and the purpose to which the funds will be applied. Nothing in this agreement shall impede Subscribers from pursuing their own sources for funding or resource requirements. No Subscriber has any authority to bind any other Subscriber in any manner without the prior consent of another Subscriber.

**7 AGREEMENT**

**Organisation** \_\_\_\_\_

**Representative** \_\_\_\_\_

**Position** \_\_\_\_\_

**Signed** \_\_\_\_\_

**Dated** \_\_\_\_\_

**Return to:**

The Secretary,  
Throughcare Jigsaw Group  
PO Box 840,  
Epping, NSW, 2121.