



**Human
Services**

MEMORANDUM OF UNDERSTANDING

between

COMMUNITY SERVICES

and

AGEING, DISABILITY AND HOME CARE (ADHC)

on

CHILDREN AND YOUNG PEOPLE WITH A DISABILITY

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Chief Executive
Ageing, Disability and Home Care
Date:

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Community Services
Date: 4.3.10

1. Introduction

- 1.1 This Memorandum of Understanding (MoU) sets out the principles for collaborative assessment, planning and service delivery by Community Services and ADHC in relation to any child or young person with a disability in NSW covered under this MoU.
- 1.2 It is acknowledged that, at the time of signing this MoU significant policy and service system changes are expected as a result of *Keep Them Safe: A shared approach to child wellbeing* the Government's response to the recommendations of the Special Commission of Inquiry into Child Protection Services in NSW. Both parties agree that the MoU will be revisited and amended as required by those changes.
- 1.3 Children and young people covered under this MoU are those who have a disability, are eligible for ADHC provided or funded services and are one or more of the following:
- In the parental responsibility of the Minister for Community Services and placed in statutory out of home care
 - Likely to have significant support needs upon leaving statutory out of home care;
 - Subject of a risk of significant harm report under Section 23 of the *Children and Young Persons (Care and Protection) Act 1998*;
 - Subject of a risk of significant harm report under Section 23 of the *Children and Young Persons (Care and Protection) Act 1998* where the child or young person has been in a voluntary out-of-home care arrangement prescribed by Section 156 2(b) and 3 of the *Children and Young Persons (Care and Protection) Act 1998*;
 - Subject of a request for assistance by a parent of a child/young person with a disability under section 21 of the *Children and Young Persons (Care and Protection) Act 1998*;
 - Subject of a request for assistance by any person under section 113(1)(b) of the *Children and Young Persons (Care and Protection) Act 1998*;
 - Subject of a report of homelessness under sections 120 and 121 of the *Children and Young Persons (Care and Protection) Act 1998*;

2. Scope of the MoU

- 2.1 This agreement is between the NSW Human Services Agencies Community Services and Ageing, Disability and Home Care in the administration of their direct responsibilities and also in the

administration of funds to the non-government sector through contractual agreements.

- 2.2 Signatories to the MoU agree that the provisions of this MoU extend to Non-Government Organisations (NGOs) funded by Community Services to provide case management for children and young people in statutory out of home care.
- 2.3 Signatories to the MoU agree to recognise NGO stakeholders with responsibility for case management of children and young people in statutory out of home care.
- 2.4 Signatories to the MoU agree to facilitate access to disability services in the same way for children and young people whether case managed by Community Services or a NGOs.
- 2.5 The principles set out in the MoU will be operationalised through Regional Protocols and Joint Practice Guidelines designed to support local resolution of contentious issues.

3. Principles for collaborative assessment, planning and service delivery:

3.1 Child Protection is a shared responsibility.

- 3.1.1 Families have the primary responsibility for the upbringing, protection and development of their children.
- 3.1.2 Child Protection is the collective responsibility of the whole of government and the community and is delivered through a mix of non-government and State Agencies, with Community Services having specific responsibilities where a child is at risk of significant harm.
- 3.1.3 A child or young person with a disability has the same rights to care and protection as any other child or young person, and a child or young person at risk of significant harm is still eligible for disability support services.

3.2 Decisions about children and young people covered under this MoU must be child focussed and based on the needs of the child or young person (whether they arise from their disability or child protection issues) rather than determined by availability of services.

- 3.2.1 Case management for children and young people covered under this MoU must be client-centred and should occur as closely as possible to casework for the child or young person.

- 3.2.2 Community Services, ADHC and the non-government stakeholders in this MoU are committed to using a strengths-based approach in the provision of care and support to children and young people with a disability.
- 3.2.3 Community Services and ADHC are committed to the use of joint assessment, case planning and decision-making to enable determination of disability and/or child protection matters.
- 3.2.4 All children and young people are best placed in their family or a family-like environment.
- 3.2.5 Intervening early to provide care and support for children and young people with a disability provides the best chance of preventing family breakdown.
- 3.2.6 Where a family with a child or young person with a disability requests assistance, staff involved will work collaboratively and proactively to identify the most appropriate support for the family.
- 3.2.7 Aside from child protection responses, this MoU recognises the voluntary nature of care and support services for children and young people with a disability, and the importance of working sensitively with families or carers to assist them to continue to support their child or young person.

3.3 *Collaboration between service providers is fundamental to achieving good outcomes for children and young people covered under this MoU.*

- 3.3.1 For some children or young people with a disability, providing care and protection necessarily involves services from a number of government agencies.
- 3.3.2 Effective collaboration requires:
- A mutual commitment to engaging at the outset to determine and respond to the needs of the child or young person.
 - A planned, proactive, strengths-based approach.
 - Clear accountability and coordination in the delivery of services.
 - Effective use of available resources and systems in government, non-government services and other providers to meet the pressing and extreme needs of these children and families.
 - Clear understanding of the roles of each agency together with formal arrangements for working together for the benefit of the child or young person covered under this MoU.
- 3.3.3 Collaboration in relation to children and young people covered under this MoU may occur through services provided directly by

Community Services and ADHC and/or through non-government or other government agencies.

- 3.3.4 Collaborative practice is supported through joint service models for placement and/or support for children and young people with disabilities and their carers.

3.4 *Both agencies respect the values, culture and heritage of Aboriginal and Torres Strait Islander people.*

- 3.4.1 Both agencies acknowledge the importance of working together with Aboriginal and Torres Strait Islander communities to develop and deliver services and supports that reflect identified needs that empower people through ensuring greater autonomy.

- 3.4.2 Recognise that quality of life, health and wellbeing of families are essential to promoting the safety of children in Aboriginal families and communities.

3.5 *Both agencies recognise and uphold the rights of people from culturally and linguistically diverse backgrounds who have a disability and their carers.*

- 3.5.1 Children and young people with a disability from culturally and linguistically diverse backgrounds and their carers will have equitable access to services delivered under this MoU.

- 3.5.2 Both agencies will be sensitive to the needs and requirements of children and young people from culturally and linguistically diverse backgrounds and their carers.

4. The Agreement

Both parties to this MoU agree to:

- 4.1 Support the principles contained in this MoU.
- 4.2 Comply with statutory roles not listed in this MoU.
- 4.3 The development, implementation and monitoring of a Regional Protocol as Attachment 1 to this MoU.
- 4.4 Utilise the Joint Practice Guidelines that are Attachment 2 to this MoU.
- 4.5 The introduction of a regional governance structure that includes as stakeholders relevant non-government organisations funded by either agency.
- 4.6 Shared responsibility for negotiating positive outcomes for children and young people with a disability.

- 4.7 Shared responsibility for communication within each agency and across the non-government sector about this MoU.
- 4.8 Shared responsibility for leadership in ongoing training for Agency and non-government staff on working with children and young people covered under this MoU.
- 4.9 Shared responsibility for implementing joint service models for children and young people with a disability.

5. Governance

- 5.1 As outlined in 1.2, significant policy and service system changes are expected as a result of *Keep Them Safe*. Both parties agree that the MoU will be revisited and amended as required by both agencies.
- 5.2 Both parties agree that the MoU will be fully reviewed at least every four years from the date of signing of the MoU.
- 5.3 The Regional Protocols will be reviewed by no longer than two years from the date of signing of the Protocol.
- 5.4 Outcomes for children and young people under this MoU will be formally evaluated at regular intervals.
- 5.5 Accountability for full and proper implementation of this MoU is embedded in the relevant Executive Director performance agreements in both agencies.
- 5.6 The Community Services-ADHC Senior Officers' Group will review compliance with this MoU and monitor progress with Regional Implementation Plans and Regional Protocols, and report to the Chief Executives of each agency.
- 5.7 Regional Directors will be responsible for implementation and regular formal reporting on this MoU. To that end, specific accountability will be included in their performance agreements.
- 5.8 Regular regional review of the operation of this MoU, including relevant non-government service providers, will be conducted through forums convened for this purpose.
- 5.9 Either party may seek alteration of this agreement by notifying the other to this effect. Alterations must be agreed by the Chief Executives of both agencies.