

Lead Agency
Logo



Partner
Agency
Logo

INSERT DISTRICT NAME ENHANCED FAMILY SUPPORT NETWORK

Document effective from 2018 and subject to review

MEMORANDUM OF UNDERSTANDING

Between

Insert name of Lead Agency

and

Insert name of Partner Agency

Partner Agency insert name of District Family Support Network

This Memorandum of Understanding is dated **insert date**

FOREWORD

Enhanced Family Support Networks (FSNs) are a key component within the suite of services in the *Building Safe and Strong Families: Earlier Intervention and Family Support Strategy* the Strategy). The Strategy provides a framework for the alignment of the service system to meet the current needs of families most vulnerable to their children entering out-of-home care (OOHC).

This includes a strong focus on achieving positive outcomes for families with complex and multiple needs, and preventing children from entering the child protection system.

The Strategy is focused on the needs of vulnerable Aboriginal children and families experiencing significant disadvantage and adverse consequences, including over-representation across a range of negative education, housing, health, child protection, and criminal justice outcomes.

The enhanced FSNs are trauma informed, culturally competent and prioritise the needs of Aboriginal families. The lead agency is funded by the Department to provide two streams of service: Intensive Case Management, and Assessment and Coordination.

The FSN includes a Lead Agency and integrated Partner Agencies that provide targeted support to families most at risk of child protection intervention. The Partner Agency services can include family support and counselling, targeted parenting support, homelessness services, family and domestic violence intervention, services for young people, and targeted community support.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding supports the *Building Safe and Strong Families: Earlier Intervention and Family Support Strategy* through formalising arrangements between the lead agency, **insert lead agency name** and signatory partner agencies participating within the **insert district name** Family Support Network. It establishes the protocols that will govern the operations of the **insert district name** Family Support Network and guides the partnership approach between agencies providing support services to families.

PART 1: INTERPRETATION AND DEFINITIONS

For the purposes of this Memorandum of Understanding (MOU):

- 'MOU' means Memorandum of Understanding.
- 'the Department' means Department of Communities.
- 'FSN' means Family Support Network.
- 'Alliance Manager' means the Manager employed by the lead agency to develop the Network in partnership with other agencies, and to supervise and manage the Common Entry Point Team.

- 'Common Entry Point Team' consists of the Alliance Manager, Assessment and Coordination workers, Intensive Case Managers, Leader Child Protection and an administrative officer.
- 'Confidential Information' means all information which is not in the public domain and which is reasonably regarded by a Party as confidential.
- 'Party' means a signatory to this MOU.

PART 2: DESCRIPTION OF SERVICES

Partner agencies of the **insert district name** FSN include agencies funded by the Department, as well as agencies who receive funding from other sources.

It is acknowledged that it is optional for those agencies not funded by the Department to become partner agencies of the **insert district name** FSN.

A description of services provided by participating **insert district name** FSN partner agencies will be compiled by **insert lead agency** name and attached as an appendix to this MOU.

PART 3: PURPOSE & OBJECTIVES

The purpose of this MOU is to support joint protocols, liaison, communication, consultation and shared practices between signatory agencies, to achieve optimal outcomes for vulnerable children, young people and families.

The objectives of the MOU are to:

- Clearly describe the roles and responsibilities of key stakeholders participating in Network activities.
- Outline the specific methods that will be used to facilitate interactions between the services.
- Identify pathways for people to be referred between agencies and methods to facilitate referral, such as standardised forms and processes.
- Outline the basic expectations relating to the case management of clients.
- Determine appropriate and agreed processes for the maintenance of data and collection of evaluation information.

PART 4: PRINCIPLES

The *Secondary Family Support - State Plan 2010-2013*¹ guided the development of the FSNs and the principles outlined remain an important part of the *Operating Framework*, and should underpin the approach of all partner agencies in working with children, young people and families.

1. **Integration** – services work together in a planned and systematic way toward agreed, shared goals. The focus for agencies will be to promote the integration of services locally, regionally and between sectors.

¹ Department for Child Protection and Family Support (2010-2013). *Secondary Family Support State Plan 2010-2013*. Perth: Western Australia.

2. **Early intervention** – the identification of risk and appropriate intervention early in the life of a child, early in the formation of a family and early in the development of a problem is critical to success.
3. **Strengths based** – even in the most difficult of circumstances, individuals and families possess knowledge and resources that can form part of the solution to their current situation.
4. **Child centred** – children’s unique vulnerabilities are placed at the centre of assessments and actions, including when the direct recipient of the service is a parent.
5. **Family focused, client directed and community based** – families are supported to address the issues they experience and strengthen their connection to their community.
6. **Policy connects to practice** – the development of policies to address risk and crisis maximise benefits to individuals, families and service providers. Strategic policy connects directly with service delivery and with related policy in other agencies.
7. **Evidence based approaches** – agencies commit to designing high quality services using research evidence and good practice and will evaluate the effectiveness of their services.
8. **Non-stigmatising** – services are provided to individuals and families in a respectful way that encourages them to seek help when needed.
9. **Inclusive and holistic** – services respond to the diversity of culture in the population and work to meet the needs of children, individuals and families.
10. **Accountable and transparent** – agencies operate in a way that is accountable to clients and other agencies. Processes and systems are clear and easy to understand.

Key areas within the *Building Safe and Strong Families: Earlier Intervention and Family Support Strategy*, include:

1. Delivering shared outcomes through collective effort: A system that is aligned and accountable to achieving shared outcomes for vulnerable families, with a focus on Aboriginal children and families.
2. A culturally competent service system: A system that is safe and responsive to the needs of Aboriginal families.
3. Diverting families from the child protection system: A system that identifies families that are vulnerable to involvement with the statutory child protection system, and provides early and intensive support.

Prevent children entering Out-of-Home-Care: A system that prioritises and aligns the Department's workforce and resources to prevent the most vulnerable children from entering out-of-home care.

PART 5: GOVERNANCE ARRANGEMENTS

Governance within the **insert district name** FSN involves– the Steering Group and the DLG. The DLG provides an interagency leadership function and the Local Steering Group has overall accountability for the implementation and operation of the FSN.

Steering Group

Governance arrangements for the **insert district name** FSN will comprise key stakeholders of the **insert district name** district. A Steering Group will be established for the **insert district name** FSN and a Terms of Reference will be developed.

The **insert district name** FSN Steering Group will include representatives from:

- the most senior local area managers (with the highest level of decision making authority) from all of the FSN partner agencies;
- the lead agency Alliance Manager;
- the chairperson of the Operations Group;
- the Departments District Director; and
- other local services (optional) (i.e. those services that may not be directly involved in the Network but will be a key provider of services in the **insert district name** FSN location, such as universal services or specialist services).

The Steering Group will meet ... **frequency of meetings to be determined by local Networks and inserted here.**

PART 6: ROLES AND RESPONSIBILITIES

Insert lead agency name is the Lead Agency for the **insert district name** FSN and is responsible for the Common Entry Point Team.

The roles and responsibilities of stakeholders participating in WA Family Support Networks have been described in the *Western Australian Family Support Networks Roles and Responsibilities* document. Refer to the WA FSN website for further information.

Partner agencies of the **insert district name** FSN will identify as being part of the **insert district name** FSN and will promote their membership on their websites.

Liability

It is the responsibility of all parties in the **insert district name** FSN to maintain their own professional indemnity insurance. A potential litigant may choose to instigate proceedings against any or all agencies involved in providing a service, including the Department of Communities. For that reason all agencies need to have their

own cover to protect their interests, as required in the Departments Service Agreements.

PART 7: ASSESSMENT AND PLANNING FRAMEWORK

The *Western Australian Family Support Networks Operating Framework* outlines the common approach to planning and assessment that has been developed in line with the Secondary Family Support State Plan 2010-2013, and the *Building Safe and Strong Families: Earlier Intervention and Family Support Strategy 2016*.

This standardised approach to conducting a holistic assessment and associated tools will be used by all WA Family Support Networks.

Parties to this MOU agree to use the *Western Australian Family Support Networks Operating Framework* when undertaking assessments for FSN clients. Refer to the WA FSN website for further information.

PART 8: SERVICE STANDARDS

Service standards for WA Family Support Networks are vital in ensuring that Network agencies maintain and improve the quality of their services. A set of service standards has been designed to support the effective functioning of agencies operating within the **insert district name** FSN.

Parties to this MOU will adhere to *The Western Australian Family Support Network Service Standards* as a minimum in delivering services through the **insert district name** FSN. Refer to the WA FSN website for further information.

PART 9: LIAISON AND CONSULTATION

Information Sharing

Information sharing enables multiple services to work together to ensure an integrated and seamless response is provided to children, young people and families. It is critical to enable services to intervene early, manage risk appropriately and deliver coordinated and effective services to families.

*Working together for a better future for at risk children and families guide*² has been developed to assist Network agencies and provides clarity around information sharing processes.

Meetings

Insert district name FSN agencies will participate, where possible, in scheduled meetings, including:

² Department for Child Protection and Family Support (2015). *Working together for a better future for at risk children and young people: A guide on information sharing for government and non-government agencies*. Perth: Western Australia.

- the Allocations Group meetings;
- the Steering Group meetings;
- case conferences, and
- case review meetings.

Insert lead agency name and partner agencies will nominate the most appropriate staff member to attend each of these meetings. A proxy will also be nominated to ensure the agency is represented at meetings should the nominated staff member not be available to attend.

Record Keeping

Insert district name FSN staff will accurately and succinctly record all relevant client information on the FuSioN database. It is vital that all Network agencies commit to recording this information so that all **insert district name** FSN agencies have access to current and relevant client information.

Records may include:

- client screening;
- assessment;
- case notes;
- client consent or refusal to give consent;
- case planning;
- record of consultation with the Leader Child Protection;
- case closure; and
- transfer of information within the **insert district name** FSN as well as across WA FSNs.

PART 10: REFERRALS

Staff of the **insert district name** FSN will foster positive working relationships with individuals and agencies so that clear and effective communication is maintained, to facilitate appropriate referral, shared care and case management.

Insert district name FSN agencies will follow Network referral processes as detailed in the *WA Family Support Networks Assessment and Planning Framework*.

Case Allocation

The development of a joint decision making process between **insert lead agency name** and partner agencies for case allocation will enable referrals to be allocated with due consideration to their priority of access (based on Departmental status, Partner Agency status and greatest risk) and agency capacity to respond (ensuring a timely response).

Each Network will develop a process for case allocations. Refer to WA Family Support Networks Operating Framework for further information. Insert allocations process here.

PART 11: CASE MANAGEMENT AND COORDINATION

WA FSNs will operate within a case management framework when there are multiple services, which may include the Department, involved in responding to the needs of a child, young person or family.

Staff of the **insert district name** FSN will follow the case management protocols as outlined in the *WA Family Support Networks Operating Framework*.

Part 12: ACTIVE AND PERSISTANT CASE MANAGEMENT

Active and persistent case management includes making repeated attempts to engage with families who are hard to reach or difficult to make contact with. This will include home visits, phone calls, text messages and contact with other services or people families are known to. It is recognised that initial attempts to contact families may not be successful and multiple attempts through various avenues will continue to be made in an effort to establish contact with the family. Contact will be maintained frequently and consistently over time, and attempts will be made to reach families when they disengage.

PART 13: COMMON FORMS

A set of common forms have been developed for use by WA FSNs. These forms include the following documents as approved from time to time by the **insert district name** FSN Steering Group:

- referral form;
- consent to share information form;
- initial screening;
- assessment;
- consultation with Leader Child Protection;
- case review;
- client feedback form;
- outcome reporting; and
- case closure summary.

PART 14: SERVICE PLANNING

Partner agencies of the **insert district name** FSN will assist **insert lead agency name** to undertake service planning. The **insert district name** FSN is required to map the current service system and develop a local service plan that includes supporting a culturally safe and trauma informed service environment, to support the operation of the Network.

PART 15: WORKFORCE DEVELOPMENT

Insert district name FSN agencies will provide staff with opportunities to undertake training and professional development, to assist them to work effectively within the Network as well as within their own organisation.

PART 16: CONFIDENTIALITY AND PRIVACY

The Department, **insert lead agency name** and **insert district name** FSN partner agencies agree to hold all confidential information in confidence and will not directly or indirectly, at any time during this MOU or after the termination or expiry of this MOU, use or disclose any confidential client information to any third party except, if the use or disclosure:

- a) relates to information already within the public domain, other than by virtue of a breach of this Clause by the disclosing Party;
- b) is required or enabled by a written law; or
- c) is made with the prior written informed consent of the client.

Parties shall take adequate measures to secure and properly store information, in accordance with their own agency's requirements, the Department Service Agreements and relevant state legislation including the *Children and Community Services Act 2004*.

In summary, unless otherwise agreed between the parties, information provided must comply with all agencies' confidentiality provisions.

PART 17: MAINTENANCE OF DATA/EVALUATION

Parties to this MOU are required to collect and maintain data within the FuSioN database for evaluation purposes. Parties may also be required to participate in surveys/consultations/workshops and/or develop case studies as part of the evaluation.

The Enhanced FSN services will be subject to an evaluation and the service provider will be required to contribute to the development of the evaluation process and also participate in the evaluation of the services. This will be an active evaluation process that may highlight the need for modifications to service models throughout the life of the contract. This will also include the requirement for data sharing (at a client level) and for participation in the evaluation as requested

PART 18: IT REQUIREMENTS AND FuSioN DATABASE

Parties to this MOU will need to meet the IT requirements outlined in the **insert district name** FSN FuSioN database Access Check List prior to receiving access to the FuSioN database. Please refer to the Access Check List.

PART 19: REPORTING

Six Month Progress Reports to the Department

All agencies (including the Lead Agency) funded by the Department are required to continue to provide data to the Department as per their agency's Service Agreement.

Monthly Network Performance Reporting

Parties agree to enter relevant data into the FuSioN database; this information will be used by the **insert district name** FSN Lead Agency to assist in its preparation of **monthly** reports to the local Steering Groups. The **insert district name** FSN is required to report on the following activities:

- number of clients accessing services;
- allocations;
- capacity of member agencies;
- status of clients accessing services;
- types of issues of presenting clients;
- intensity and duration of client responses; and
- referral source and community education activities.

PART 20: RESOURCES

The parties agree to bear their own costs (if any) arising out of this MOU.

It is acknowledged that **insert district name** FSN agencies will need to commit staff resources for attendance at relevant **insert district name** FSN meetings.

PART 21: DISPUTE RESOLUTION

Disputes arising from the application of this MOU should be addressed using the following process:

- disputes that arise between **insert district name** FSN partner agencies that cannot be resolved will be directed to **insert district name** FSN Alliance Manager in the first instance.
- if the dispute cannot be resolved it should be raised with the **insert district name** FSN Steering Group.
- if all else fails, disputes will be referred to independent dispute mediation. There must be agreement by both parties on the chosen external mediator.

PART 22: COMMENCEMENT, TERMINATION, VARIATION AND REVIEW

Commencement and termination

This MOU will become effective when signed by all parties. Any party may withdraw from the MOU by providing 30 days written notice to the other party.

Variation

This MOU will not be altered, varied or modified in any respect unless by agreement in writing by all parties to the MOU.

Review

This MOU will be reviewed by the parties within 12 months from the date of the MOU signing, unless requested earlier in writing by either party.

PART 23: STATUS OF MEMORANDUM OF UNDERSTANDING

The parties agree that this MOU is not intended to, and does not create any legally binding obligations between the parties.

EFFECTIVE 2018

Executed as a Memorandum of Understanding

SIGNATURE:

NAME:

TITLE:

AGENCY:

DATE:

SIGNATURE:

NAME:

TITLE:

AGENCY:

DATE:

EFFECTIVE 2018