

Table of Contents

1 Interpretation.....	3
2 Title and Status	5
3 Parties to the Memorandum	6
4 Context	6
5 Purpose.....	6
6 Scope	7
7 Shared Outcomes	7
8 Principles	8
9 Funding	9
10 Roles and responsibilities	9
11 Information sharing provisions	10
12 Confidentiality	11
13 Governance	11
14 Mutual cooperation	12
15 Problem resolution and when to escalate	12
16 Notices.....	13
17 Implementation plan	13
18 Party representatives	13
19 Term.....	13
20 Review and variations.....	14
21 Schedules to the MOU.....	14
22 Termination	15
23 Signatories to the MOU	15
The Funding Schedule	16
The Roles and Responsibilities Schedule	20

1 Interpretation

Agreed pricing tool	The pricing tool used by the parties as applicable. At the time of enactment this is i-Care and Choice in Community Living (CICL), but this is subject to change.
Choice in Community Living (CICL)	The pricing tool used by the Ministry of Health Disability Directorate.
Custody	This refers to when tamariki and rangatahi are in the custody of the Chief Executive of Oranga Tamariki via an order made under the Oranga Tamariki Act 1989.
DSS	An acronym for Disability Support Services.
Extended care	Per section 140 of the Oranga Tamariki Act 1989, extended care is care that lasts longer than 28 days, but for no longer than 6 months in the case of a tamaiti who is under 7 years of age, and for no longer than 12 months for a tamaiti or rangatahi who is 7 years of age or older.
Family Group Conference (FGC)	At a family group conference (FGC) te tamaiti or rangatahi and their family/whānau come together to create their own solutions for the safety and wellbeing concerns, with support from Oranga Tamariki. An FGC may be held where te tamaiti or rangatahi is not thought to be in need of care or protection, but an FGC would best assist in formulating a plan to help te tamaiti or rangatahi. An FGC may also be used to develop a Transition Plan for rangatahi. Youth justice FGCs can be used to give tamariki or young people, with their whānau, victims and professionals, a chance to help find solutions when they have offended.
Joint Oversight Group (JOG)	The Joint Oversight Group (JOG), monitors the implementation of the MOU and related work, provides a point of escalation for disagreements if needed, and oversees funding and expenditure at a population level. It consists of decision makers at General/Group Manager level from each of the parties. ¹
MOU	This Memorandum of Understanding, including where applicable all supporting instruments or other enactments incorporated by reference, including any Schedules to it that are enacted by the parties.
NASC	Ministry of Health funded Needs Assessment and Service Coordination organisations contracted by the Ministry of Health to work with disabled people and their family, whānau, aiga, or carers, to identify their strengths and support needs, outline what disability support services are available and determine their eligibility for Ministry-funded support services.
National Care Standards	Oranga Tamariki (National Care Standards and Related Matters) Regulations 2018.
Oranga Tamariki	Oranga Tamariki–Ministry for Children.

¹ Please see the Terms of Reference for the JOG for more information. Note that the role of the JOG does not in any way detract from the statutory responsibilities of each of the parties, or from their obligations under the MOU.

IN-CONFIDENCE

Out-of-home care	<p>Most disabled tamariki and rangatahi who are no longer able to live with their parents or primary caregivers are able to be supported to live with whānau and/or non-kin foster carers. These tamariki and rangatahi will require continued disability support provisions to be in place through NASC, aligned with DSS provisions provided for any other disabled child in New Zealand.</p> <p>The MOU applies to all tamariki and rangatahi in out-of-home care, including whānau care, foster care provided by Oranga Tamariki and NGOs and out-of-home care.</p>
Out-of-home service	<p>A small proportion of disabled tamariki and rangatahi are placed in long-term out-of-home care under staffed care arrangements that are specific to meeting disability-related need. These are placements in which both the assessed care needs, and most disability support needs of a tamaiti or rangatahi are included in the care provider's service. The care provider is contracted by Oranga Tamariki to provide fully staffed 24/7 services. The funding model covers tamariki and rangatahi in these out-of-home services.</p>
Section 7AA	<p>Section 7AA of the Oranga Tamariki Act 1989, which sets out the duties of the Oranga Tamariki Chief Executive in relation to the Treaty of Waitangi (te Tiriti o Waitangi), which are imposed in order to recognise and provide a practical commitment to the principles of te Tiriti.</p>
The parties	<p>Oranga Tamariki and the Ministry of Health Disability Directorate, who are the parties to the MOU.</p>
Regional Disability Advisors (RDAs)	<p>Regional Disability Advisors are employed by Oranga Tamariki to provide advice and support with the aim of ensuring that tamariki and rangatahi have their needs met and have the best opportunity to reach their potential through the removal of barriers and appropriate involvement and support from other agencies.</p>
Schedules	<p>A Schedule is an attachment to a MOU and contains more detail than the overarching MOU. Schedules describe how a specific process or procedure should be carried out.</p>
Support Package Allocation (SPA) Band	<p>Ministry of Health Support Package Allocation Band. Each DSS Client has a Support Package Allocation (SPA) Band determined by their NASC on the basis of a needs assessment.</p>
Social worker	<p>Social workers provide statutory social work services which promote the protection, wellbeing, and best management of children and young persons in safe families. A social worker will work toward this goal through the delivery of a range of intervention strategies designed to meet desired outcomes, specified by the Minister for Children. For the purposes of this MOU, a social worker will complete ongoing standard Social Work including Tuituia report, Individual Care Plan, safety plan, transition plan, and the All About Me Plan, throughout the journey.</p>
Tamaiti	<p>The singular form of tamariki ('rangatahi' is both singular and plural).</p>
Tamariki and rangatahi	<p>This term is used to describe children and young people regardless of ethnicity. For all legal purposes it means children and young people under the Oranga Tamariki Act 1989 up to age 18 years but does not exempt rangatahi who are covered by the MOU and are receiving Oranga Tamariki transition support services under the Oranga Tamariki Act 1989.</p>

Working day	<p>A day of the week other than –</p> <ol style="list-style-type: none"> a. Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s Birthday, and Labour Day b. The day observed in the appropriate area as they anniversary of the province of which the area forms a part. c. A day in the period commencing with 25 December in a year and ending with 2 January the following year (inclusive) d. If 1 January falls on a Friday, the following Monday e. If 1 January falls on a Saturday or a Sunday, the following Monday and Tuesday.
-------------	---

2 Title and status

- 2.1 This Memorandum of Understanding is titled “Arrangements for supporting disabled tamariki and rangatahi who are Disability Support Services eligible and may be in need of extended care or custody under the Oranga Tamariki Act 1989” (the MOU).
- 2.2 The MOU includes disabled tamariki and rangatahi living in the community with whānau or foster carers where the disabled tamariki and rangatahi are provided for in the community by the NASC in the same way as other tamaiti/rangatahi in Aotearoa would be. For full explanations of the cohort covered by this MOU, refer to the definitions of out-of-home care, custody, and out-of-home service in the interpretation section of the MOU.
- 2.3 The funding model relating to tamariki and rangatahi who are in extended care or custody under the Oranga Tamariki Act 1989, are DSS eligible, and live in out-of-home services, is attached as a schedule to this MOU (the Funding Schedule).
- 2.4 This MOU replaces:
 - the agreement titled “Arrangements between Disability Support Services and Child, Youth and Family for Funding Disabled Children and Young People”, effective from 1 July 2011 to 30 June 2016
 - the Variation entitled “Arrangements between Disability Directorate and Oranga Tamariki for Funding Disabled Children and Young People”, effective from 1 July 2020 to 31 October 2020
 - the 04 Variation which extended the initial agreement from 1 July 2019 to 30 June 2020, and subsequent 05 and 06 Variations that further extended the initial agreement from 1 July – 31 October 2020, and then from 1 November 2020 – 30 April 2021 (the latter with the understanding that the agreement could be replaced with this one at any stage during the term of the 06 extension).
- 2.5 This MOU does not replace the guidelines “Roles and Responsibilities for Supporting Children and Young People with Disabilities under the Children, Young Persons, and Their Families Act 1989” (March 2010) and all variations made to them, but they will be revised and reissued by 31 October 2021.

- 2.6 Nothing in the MOU shall make either party liable for the actions of the other or constitute any legal relationship between the parties.

3 Parties to the MOU

- 3.1 The parties to this MOU are the Disability Directorate at the Ministry of Health (the Ministry of Health), and Oranga Tamariki–Ministry for Children (Oranga Tamariki).
- 3.2 The Ministry of Health is committed to ensuring disabled children and adults and their families have greater choice and control over their supports and lives to help them live the life they want. The Disability Directorate of the Ministry of Health is responsible for providing the oversight of ‘end-to-end’ activities and functions for eligible disabled people and their whānau. This includes purchasing Disability Support Service (DSS) for people with a long-term physical, intellectual and/or sensory impairment that requires ongoing Government support to enhance their health and wellbeing. The DSS vision is that disabled people and their families are supported to live good lives.
- 3.3 Oranga Tamariki is dedicated to supporting any tamariki or rangatahi in New Zealand whose wellbeing is at significant risk of harm now or in the future. The shared goal of Oranga Tamariki and its iwi and Māori partners, is that tamariki Māori are thriving in the care and protection of their whānau, hapū and iwi. Oranga Tamariki is responsible for meeting the care needs of tamariki and rangatahi who need to live away from their whānau.

4 Context

- 4.1 Disabled tamariki and rangatahi belong with their families/whānau, yet their needs and situations can be complex. In line with the principles cited in clause 8 of the MOU, the parties are committed to working together to support families/whānau to care for tamariki and rangatahi.
- 4.2 Tamariki and rangatahi covered by this MOU are all DSS eligible tamariki and rangatahi who are supported by both of the parties.
- 4.3 Tamariki and rangatahi covered by the Funding Schedule of this MOU are disabled tamariki and rangatahi who are Disability Support Services (DSS) eligible and placed in long-term out-of-home care, under staffed care arrangements specific to meeting disability-related need.
- 4.4 The parties are committed to working together in good faith and in a timely way to meet the needs of DSS eligible tamariki and rangatahi. This will include ensuring eligible disabled tamariki and rangatahi who are in foster care placements, or remain in the care of their whānau, receive the supports they need to thrive.

5 Purpose

The purpose of this MOU is to:

- 5.1 Provide a mechanism that ensures parties can deliver the following outcomes:
 - Tamariki and rangatahi who are covered by this MOU receive care and disability-related support that enables them to thrive and attain the best outcomes possible in alignment with the Enabling Good Lives principles
 - Where disabled tamariki and rangatahi with high levels of need have to live in out-of-home placements, their needs are met in a way that is tamariki-centred, whānau-centred, and enables te tamaiti/rangatahi to thrive
 - The parties support the connection between tamariki and rangatahi and their whānau.
- 5.2 Provide a framework for Oranga Tamariki and the Ministry of Health to implement, administer, and review the arrangements for supporting Disability Support Services eligible tamariki and rangatahi who may be in need of extended care or custody under the Oranga Tamariki Act 1989.
- 5.3 Define the roles of each party and provide clear responsibilities for those roles.

6 Scope

- 6.1 The MOU sets out the following:
 - Roles and responsibilities for the parties (Supported by the Guidelines)
 - Financial and reporting requirements
 - Guidance on consultation, communication, and information sharing between the parties
 - Mechanisms to support the relationship between the parties.

7 Shared outcomes

The MOU seeks to facilitate the following outcomes for disabled tamariki and rangatahi covered by this MOU and their whānau:

- 7.1 Disabled tamariki and rangatahi receive the same standards of care, rights, and protections, with the same processes and safeguards, as all other tamariki and rangatahi
- 7.2 There is both a consistent approach for all disabled tamariki and rangatahi who require out-of-home care (including for the funding arrangements), and sufficient

flexibility in approach to meet needs and support transition to adult services, part of which includes the Oranga Tamariki transition support service

- 7.3 In all cases, the parties work with the whānau and utilise all supports to try and keep te tamaiti or rangatahi at home
- 7.4 All appropriate government supports are offered to whānau to support the tamariki or rangatahi to remain at home
- 7.5 The parties respect each other's expertise in their respective areas and each other's eligibility criteria
- 7.6 The parties work together at the earliest opportunity and in a collaborative manner, and in a way that minimises conflict and disagreement, and work in the best interests of the tamariki or rangatahi
- 7.7 The parties demonstrate that they are committed to continuous improvement and growing the capacity of the parties to best support tamariki and rangatahi and their whānau, including by supporting whānau to keep te tamaiti or rangatahi at home.

8 Principles

The MOU is guided by the following principles:

- 8.1 The parties' priority is ensuring that tamariki and rangatahi have their needs met so that their overall wellbeing can be realised, which requires the parties to ensure all care and disability needs are met, and support whānau connection.
- 8.2 The parties recognise that they must work collaboratively and in partnership with each other in order to respond effectively to the needs of disabled tamariki and rangatahi who are covered by the MOU in a way that is mana-enhancing, works with their whānau, and helps to maintain the connection with their whānau.
- 8.3 The views of te tamaiti or rangatahi will be sought and considered and reflected in accordance with the National Care Standards.
- 8.4 The views of their whānau will be sought and considered and reflected.
- 8.5 The MOU supports the parties to meet their obligations under, and work together in alignment with the principles of all applicable instruments including, but not limited to:
 - Relevant legislation, regulations, and instruments including the Oranga Tamariki Act 1989, the Oranga Tamariki (National Care Standards and Related Matters) Regulations 2018, the New Zealand Public Health and Disability Act 2000, the Intellectual Disability (Compulsory Care and Rehabilitation) Act 2003, and the Code of Health and Disability Services Consumers' Rights

- Te Tiriti o Waitangi, section 7AA of the Oranga Tamariki Act 1989, and the mana tamaiti objectives²
- New Zealand's international obligations, including but not limited to UNCROC, UNCRPD, and UNDRIP³
- The Oranga Tamariki outcomes framework and the DSS Strategic Direction (and governing legislative frameworks)
- The principles and purposes of the Enabling Good Lives partnership between the disability sector and government agencies
- Government Strategies such as the NZ Disability Strategy 2016-2026, and He Korowai Oranga.

9 Funding

- 9.1 The parties will use a contribution-based funding model and have developed an operational approach for determining what proportion of the placement costs are disability related and what proportion of the placement costs are care related.
- 9.2 The Funding Schedule to this MOU sets out the funding arrangements between the parties.

10 Roles and responsibilities

- 10.1 The parties will:
- Work together to support whānau from the earliest possible opportunity to keep their tamariki and rangatahi home
 - Work together to ensure the care and disability related needs of disabled tamariki and rangatahi are met, including by supporting each other to meet their individual agency obligations
 - Ensure tamariki and rangatahi seeking DSS are treated with dignity and respect, in accordance with the principles of the Code of Health and Disability Services Consumers' Rights, and UNCRPD.
- 10.2 Oranga Tamariki will:
- Provide care for disabled tamariki and rangatahi who need it, as is done for other tamariki or rangatahi

² The mana tamaiti objectives may be accessed through the Oranga Tamariki Practice Centre [here](#)

³ The United Nations Convention on the Rights of the Child, the United Nation Convention on the Rights of Persons with Disabilities, and the United Nations Declaration on the Rights of Indigenous Peoples

- Ensure tamariki and rangatahi who are in care under the Oranga Tamariki Act 1989 are connected with DSS as needed
- Ensure disabled tamariki and rangatahi in care have the same safeguards and reviews as all other tamariki in care, and receive quality of care aligned to the National Care Standards
- Focus on returning tamariki and rangatahi home if their whānau can be appropriately supported to care for them
- Support the transition to independence when rangatahi reach adulthood.

10.3 The Ministry of Health will:

- Provide disability supports to DSS eligible tamariki and rangatahi in need of care or protection as is done for all DSS eligible other tamariki or rangatahi in New Zealand, regardless of the care or youth justice status of te tamaiti or rangatahi
- Ensure the NASCs actively engage to assist the process of returning tamariki and rangatahi home if their whānau can be appropriately supported to care for them
- Resume responsibility for rangatahi as they transition to adult services.

10.4 More detailed roles and responsibilities are set out as a Schedule to this MOU (the Roles and Responsibilities Schedule).⁴

11 Information sharing provisions

- 11.1 The parties will establish and review regular reporting requirements to share information from the earliest possible opportunities to support the best outcomes possible for tamariki and rangatahi.
- 11.2 The parties will share information they hold relating to tamariki and rangatahi in care under the Oranga Tamariki Act 1989 for the purposes of determining DSS eligibility and supporting transition to adult services to support the best outcomes possible.
- 11.3 In addition to the agreed reporting processes, the parties will inform each other of any trends or issues that it considers the other should be aware of.
- 11.4 Before information is shared, the consent of te tamaiti or rangatahi, or their whānau, will be obtained.⁵

⁴ Further detail on roles and responsibilities is available in the Guidelines associated with this MOU. Guidance for Oranga Tamariki practice staff is available through the Oranga Tamariki Practice Centre.

⁵ See also clause 12 in relation to observing confidentiality requirements.

11.5 Information shared between the parties will be disclosed in compliance with any relevant legislation, including⁶:

- The Privacy Act 2020
- The Oranga Tamariki Act 1989 (particularly sections 65A and 66)
- The New Zealand Public Health and Disability Act 2000
- Any codes or regulations issued under the legislation as applicable, including the Oranga Tamariki (National Care Standards and Related Matters) Regulations 2018, the Health Information Privacy Code 2020, and the Code of Health and Disability Services Consumers' Rights.

11.6 Oranga Tamariki will consult with tamariki or rangatahi and their whānau about the information being disclosed as appropriate and in line with the best practice of relevant practitioner guidance. Both parties will consult with their applicable information management/privacy teams as appropriate.

12 Confidentiality

12.1 The Parties shall keep confidential all sensitive information referred to by, or provided under, the MOU unless:

- Required by law to disclose that information (e.g., pursuant to the Privacy Act 2020 or Official Information Act 1982); or
- That information is publicly available; or
- The parties agree to the disclosure of the information.

12.2 The parties shall consult with tamariki or rangatahi and their whānau, and with their applicable information management/privacy teams as appropriate, before complying with any legal obligation (and, in particular, any obligation under sections 65A and 66 of the Oranga Tamariki Act 1989 and the provisions of the Privacy Act 2020 and the Official Information Act 1982) to disclose any confidential or sensitive information referred to by, or provided by, or under the MOU.

13 Governance

13.1 The JOG will be available to:

- monitor the implementation of this work
- provide a point of escalation for disagreements between the parties

⁶ At the time of writing, but as relevant legislation is subject to amendment the parties will comply with any legislation that is relevant at the time of working.

- oversee funding at a cohort level
- provide oversight and assurance in relation to the implementation of the MOU and its Schedules.

13.2 Terms of reference for the governance group will be enacted as part of the implementation plan (see clause 17 of the MOU).

14 Mutual cooperation

14.1 The parties will:

- Consult each other whenever it may be appropriate, but are required to meet, via the JOG if agreed, at least two times per year concerning
 - The matters covered in this MOU; and
 - Other matters of common interest
- Use their best endeavours to ensure that staff of, and any consultants engaged by, either or both of the parties
- Cooperate in good faith with one another; and
- Ensure representatives are available at all reasonable times during normal business hours to consult and assist each other.

14.1 The parties agree that if either of them wishes to discuss any matters covered by this MOU, they will use their best endeavours to meet for that purpose.

14.2 The parties agree to operate a 'no surprises' relationship. One party will notify the other party immediately of any matter in relation to children and young people in care under the Oranga Tamariki Act 1989 that may impact on the services covered in this MOU.

14.3 Oranga Tamariki is responsible for responding to any media queries or any issues that arise in relation to the joint funding arrangement outlined in the Funding Schedule and will liaise with the Ministry of Health, as necessary.

15 Problem resolution

15.1 If any issue or dispute arises between the parties concerning the MOU, they will endeavour to resolve the dispute promptly using the principles of good faith and best endeavours. If necessary, the parties can escalate local issues that cannot be resolved to JOG. This applies to all staff of the parties, including at a site/regional/national level.

15.2 The JOG can escalate to the signatories or responsible DCEs to the MOU if the members agree this is required.

15.3 Where there is a dispute over NASC assessment of a disabled tamariki or rangatahi in care under the Oranga Tamariki Act 1989, RDAs (as well as any other person) can request a review of the decision. The review process will follow the usual NASC review of assessments:

- The assessment will be peer reviewed within the NASC
- The assessment may then be peer reviewed by another NASC.

16 Notices

16.1 All notices to be given under the MOU are to be in writing and delivered by hand, or sent by registered post, or by a reputable courier, or by email.

17 Implementation plan

17.1 The MOU and associated Schedules are to be implemented in conjunction with the policies, procedures, and legislation relevant to each party.

17.2 An implementation plan will be developed when the MOU is signed or whenever a variation to the MOU is agreed by the parties.

17.3 The parties will ensure that this MOU is published on their respective websites.

17.4 The parties will work together to develop and make available guidelines to accompany this MOU and its associated Schedules.

18 Party representatives

18.1 The parties each have a vested interest in the effectiveness of this MOU. To facilitate this relationship, each party has nominated a Party Representative for the operation of the MOU and the communication between the parties.

18.2 Each party may change its Party Representative on written notice from time to time.

18.3 At the commencement of this MOU the Party Representative's details are:

Oranga Tamariki	Ministry of Health
Trish Langridge Deputy Chief Executive, Care (or equivalent role should this change) Email: Trish.Langridge@ot.govt.nz DDI: 09 909 4501	Adri Isbister Deputy Director General Disability (or equivalent role should this change) Email: Adri.Isbister@health.govt.nz DDI: 021712267

19 Term

- 19.1 This MOU will commence on the date of signing by both parties and continue until modified or terminated in accordance with the terms of the MOU.

20 Review and variation

- 20.1 The Party Representatives will review this MOU at least annually.
- 20.2 The MOU may be varied by the parties. Any party proposing a variation must give written notice to the other party of the proposed variation and reasons for it. Any variation must be in writing and signed by the Party Representatives. The representatives will then ensure that the MOU is amended and re-signed by the Party Representatives.

21 Schedules to the MOU

- 21.1 The Schedules to the MOU may be reviewed, modified, or terminated on the mutual agreement of the Party Representatives, or a person they delegate with the authority of a Tier three role or higher, such as a General Manager. Any modified Schedules will replace existing Schedules.
- 21.2 New Schedules may be developed and added to the MOU with approval from the Party Representatives or their delegate.
- 21.3 Any changes to the Schedules to the MOU (which includes modification of existing Schedules, and the removal and addition of Schedules) will not require the MOU to be re-signed by the Party Representatives. This provision is on the condition that amended or additional Schedules comply with the principles of the MOU.
- 21.4 Agreed Schedules to the MOU will include the following sections:
- Purpose
 - Service or policy context
 - Reference to any agreement being replaced
 - Agreed process
 - Agreement on any information sharing, including provision to ensure privacy and safety are preserved as required by law
 - Definitions, if required
 - Parties' representatives (owners of agreement)
 - Signatory and date.
- 21.5 All new or updated Schedules between the parties, or between the parties and other organisations, will be accompanied by an implementation plan.

21.6 All new or updated Schedules between the parties may be varied in accordance with Clause 21.3 of the MOU.

22 Termination

22.1 The MOU may be terminated at any time by mutual agreement between the parties.

22.2 Either party can terminate the MOU by giving a minimum of 4 weeks' notice in writing to the other party.

22.3 The obligations in the MOU concerning the security, use and destruction of information shall remain in force despite the termination of the MOU.

23 Signatories to the MOU



Adri Isbister
Deputy Director General
Disability
Ministry of Health

Date:



Trish Langridge
Deputy Chief Executive
Care Services
Oranga Tamariki

Date: 29 June, 2021

The Funding Schedule

1. Title and status

- 1.1 The Funding Schedule is a Schedule to the Memorandum of Understanding between the Disability Directorate of the Ministry of Health and Oranga Tamariki entitled 'Arrangements for supporting disabled tamariki and rangatahi who are Disability Support Services eligible and may be in need of extended care or custody under the Oranga Tamariki Act 1989'.
- 1.2 The Funding Schedule will replace the Memorandum of Understanding between Disability Support Services Ministry for Health and Oranga Tamariki – Ministry for Children regarding arrangements between Disability Directorate and Oranga Tamariki for funding disabled tamariki and rangatahi. The Funding Schedule comes into effect on 1 July 2021.

2 Purpose

- 2.1 The purpose of the Funding Schedule is to describe the funding model that will be used by the Disability Directorate of the Ministry of Health and Oranga Tamariki to fund out-of-home services for DSS eligible tamariki and rangatahi in extended care or custody under the Oranga Tamariki Act 1989.

3 Shared outcomes

- 3.1 The shared outcomes sought by the Funding Schedule are the same as in clause 7 of the MOU.

4 Funding model and processes

- 4.1 The parties have agreed to the following funding model and processes:
A contribution funding model will be used by the Ministry of Health and Oranga Tamariki to fund out-of-home services. The Ministry of Health contribution will reflect the disability related costs and the contribution from Oranga Tamariki will reflect care and child related costs.
- 4.2 The Ministry of Health will:
 - 4.2.1 Ensure the NASC of each tamaiti or rangatahi complete an up-to-date or new needs assessment for each child or young person in line with NASC contract

IN-CONFIDENCE

- timeframes of placement being required, or as agreed at a Multi-Disciplinary Meeting.
- 4.2.2 Ensure the NASC notify the Ministry of Health when they are working with a tamaiti or rangatahi who is eligible for the Funding Schedule.
 - 4.2.3 Ensure the NASC start the process of applying the agreed pricing tool after confirming need for out-of-home placement and notify the Ministry of Health once the placement has been identified and agreed.
 - 4.2.4 Take a centralised approach to applying the methodology to each NASC assessment of each tamaiti or rangatahi.
 - 4.2.5 Convert the hours of each tamaiti or rangatahi into a dollar amount using the agreed pricing tool.
 - 4.2.6 Notify Oranga Tamariki of the agreed pricing tool rates for each tamaiti or rangatahi via service authorisation to the Oranga Tamariki High Needs team
 - 4.2.7 Through its NASCs, the Ministry of Health will complete needs assessment and review currently agreed funding rates in a timely way that reflects timeframes in the applicable NASC Service Specifications. If providers request additional support because of a change in need the NASC will undertake a review or reassessment.
 - 4.2.8 On receipt of an invoice, pay Oranga Tamariki the disability contribution for each tamaiti or rangatahi at the end of each month.
 - 4.2.9 Make sure the NASC through referral ensure the delivery of behaviour supports, adaptations and equipment if assessed by the NASC as needed, as these are not included in the agreed pricing tools. Any child coming under the MOU will have priority access to behaviour supports.
- 4.3 Oranga Tamariki will:
- 4.3.1 Establish a budget line for DSS eligible tamariki and rangatahi who require out-of-home services.
 - 4.3.2 Ensure that care contributions budget is added to the budget line.
 - 4.3.3 Contract out-of-home service providers to provide care for DSS eligible tamariki and rangatahi.
 - 4.3.4 Invoice the Ministry of Health at the end of each month with payment details for the disability contribution for all the tamariki or rangatahi who are DSS eligible and have had their agreed pricing tool rates completed.
 - 4.3.5 Prepare accounts and invoices in accordance with accepted accounting practices.
 - 4.3.6 Provide reporting as covered in the MOU.

5 Transition from care or custody to adult services

- 5.1 The parties will work together to develop long term solutions to funding provisions for rangatahi who are transitioning from Oranga Tamariki care to adult services in line with the Enabling Good Lives principles.
- 5.2 While developing long term solutions, when a rangatahi enters care or custody under the Oranga Tamariki Act 1989 and when entering care will soon be transitioning to DSS adult services, where practicable and in the best interests of the rangatahi, both parties will work together to commission services to ensure the care for the rangatahi is not disrupted.

6 Implementation

- 6.1 All tamariki and rangatahi who are in out-of-home services and are eligible for Disability Support Services will use this funding methodology from 1 July 2021.

7 Record keeping

- 7.1 The parties will establish and maintain records of all eligible tamariki and rangatahi in care.
- 7.2 Records will identify the tamaiti or rangatahi, their NHI (where recorded), their address, date of birth, age, gender and ethnicity data, the level of supports from the parties.
- 7.3 The parties will share the information with each other that is required to maintain these and any other required records as applicable.
- 7.4 See clauses 11 and 12 of the MOU in relation to the agreement on any information sharing.

8 Definitions

- 8.1 See clause 1 of the MOU for definitions.

9 Implementation plan

- 9.1 See clause 17 of the MOU for the implementation plan.

10 Provision for monitoring

- 10.1 The Funding Schedule will be monitored by the JOG outlined in clause 1 of the MOU.

10.2 An evaluation of the funding model outlined in the MOU and the Funding Schedule will take place as agreed by the JOG.

11 Provision for review

11.1 The Funding Schedule will be reviewed as a result of the evaluation to be completed by 31 December 2021.

11.2 The Funding Schedule will subsequently be reviewed every 12 months.

11.3 See clause 21 of the MOU in relation to the general review, modification, termination, and addition of Schedules.

12 Signatories to the Funding Schedule



Adri Isbister
Deputy Director General
Disability
Ministry of Health

Date:



Trish Langridge
Deputy Chief Executive
Care Services
Oranga Tamariki

Date: 29 June, 2021

The Roles and Responsibilities Schedule

1. Title and status

- 1.1 The Roles and Responsibilities Schedule is a Schedule to the Memorandum of Understanding between the Disability Directorate of the Ministry of Health and Oranga Tamariki entitled 'Arrangements for supporting disabled tamariki and rangatahi who are Disability Support Services eligible and may be in need of extended care or custody under the Oranga Tamariki Act 1989' (the MOU).
- 1.2 This Schedule replaces the documents referred to in clause 2 of the MOU.

2. Purpose

- 2.1 The purpose of the Roles and Responsibilities Schedule is to describe the roles and responsibilities of the parties to implement the MOU.

3. Shared outcomes

- 3.1 The shared outcomes sought by the Roles and Responsibilities Schedule are the same as in clause 7 of the MOU.

4. Joint roles and responsibilities

- 4.1 The parties are jointly responsible for:
- supporting each other to meet their business as usual (BAU) obligations
 - referring into the joint process set out in the Guidelines accompanying the MOU, in order to ensure there are no wrong entry points for tamariki and rangatahi and their whānau
 - sharing relevant information with each other throughout the process of the model
 - communicating with each other at the earliest opportunity and at all levels, including the frontline, about tamariki who meet the criteria for the MOU
 - inviting each other to, and ensuring their own attendance of, all joint meetings required to support te tamaiti
 - working together to ensure assessments are conducted in a coordinated way, in line with the wishes of the tamariki and their whānau and avoid duplication of assessment, with the understanding that the parties assess different needs but can work together to avoid unnecessary reassessment.

- co-developing and agreeing a plan that reflects the assessments of each agency, along with the tamariki and the whānau (the plan could be for support to remain home or in an out-of-home service)⁷
- working together to identify what services, including the out-of-home service care provider if required, will meet both the disability and care needs of tamariki
- upholding the plan and provide any services or support agreed to implement the plan of te tamaiti
- working together to ensure the transition of te tamaiti, (either home, to another placement or to adult services) meets the needs of te tamaiti
- contributing to the formation and functioning of the joint-Ministry governance group.

5 Oranga Tamariki roles and responsibilities

5.1 Oranga Tamariki is responsible for:

- determining if te tamaiti/rangatahi is in need of care or protection, based on the 'Child and Family Assessment'
- holding a Family Group Conference if required
- providing the legislative framework that is in the best interests of tamariki and rangatahi to support an out-of-home placement if required
- contracting out-of-home services for te tamaiti/rangatahi
- ensuring an 'All About Me Plan' is developed for te tamaiti in care, and the care of te tamaiti meets the National Care Standards⁸
- contracting services with providers
- monitoring and reviewing placements through the All About Me plan and FGC
- ensuring that all out of home care meets care standards regulatory requirements and meets all 7AA requirements and obligations

⁷ The intention of a plan in this context is that it is a document by which the parties agree who is responsible for meeting the needs of te tamaiti or rangatahi.

⁸ All tamariki and rangatahi in the care or custody of Oranga Tamariki must have an All About Me plan. The All About Me plan helps everyone involved support the needs and objectives of tamariki or rangatahi by recording planning information that is responsive to their changing needs and circumstances and advances their long-term goals and outcomes.

- family court review processes, including periodic review of the implementation plan that supports the court order as applicable
- supporting tamariki and rangatahi to return home, and the transition of rangatahi to adult services.

6 Ministry of Health roles and responsibilities

6.1 The Ministry of Health is responsible for⁹:

- determining if tamariki are eligible for Disability Support Services
- prioritising completing and updating needs assessments and service coordination when there are increased levels of need in accordance with NASC service specifications
- funding disability services in accordance with the MOU and associated Schedules as applicable
- monitoring disability needs identified in the needs assessment
- reviewing needs assessments in a timely way when te tamaiti moves to a new placement, including a return home
- service coordination for rangatahi when they transition to adult services.

7 Information sharing

7.1 See clauses 11 and 12 of the MOU in relation to the agreement on any information sharing.

8 Definitions

8.1 See clause 1 of the MOU for definitions.

9 Implementation plan

9.1 See clause 17 of the MOU for the implementation plan.

⁹ These responsibilities may be met through an agent of the Ministry of Health, including a NASC.

10 Review, modification, termination, and addition of Schedules

- 10.1 See clause 21 of the MOU in relation to the review, modification, termination, and addition of Schedules.

11 Signatories to the Roles and Responsibilities Schedule



Adri Isbister
Deputy Director General
Disability
Ministry of Health

Date:



Trish Langridge
Deputy Chief Executive
Care Services
Oranga Tamariki

Date: 29 June, 2021

