Disability Services Initiative In Adoption and Permanent Care (DSIAPC)

Program description and guidelines
# Table of Contents

Introduction .................................................................................. 1
Aims of the disability initiative in adoption and permanent care (DSIAPC) 2
DSIAPC program resources.............................................................. 2
Target groups for the DSIAPC .......................................................... 3
Assessment of eligibility .................................................................. 3
Registration of a child as part of the DSIAPC ...................................... 4
Children who are ‘at risk’ of a disability that would make them eligible for
the DSIAPC ................................................................................... 4
Role of disability portfolio worker...................................................... 5
Role of the DSIAPC Program Adviser ................................................. 5
Discretionary grants to caregivers. ................................................... 6
Principles for the use of the fund ..................................................... 6
How the grants are to be used .......................................................... 6
Amount of the grant .......................................................................... 7
Procedure For Application .............................................................. 8
Regional allocation of discretionary grant funding and expenditure
reporting requirements ...................................................................... 8
Publicity and recruitment................................................................ 9
Training for families ........................................................................ 9
Provision of information to permanent care and adoptive parents..... 10
APPENDIX 1: DSIAPC registration form ........................................... 11
APPENDIX 2: At risk of eligibility registration form ......................... 17
APPENDIX 3: Capital and equipment expenditure guidelines .......... 19
Repayment arrangements............................................................... 20
Appendix 3. Attachment 1: Letter of exchange .............................. 21
Appendix 3: Attachment 2: Deed of Arrangement ............................ 23
APPENDIX 4: Sample: Information for permanent care families ....... 37
Introduction

The Department of Human Services (DHS) is committed to the permanency philosophy that it is the right of all children to be part of a family that provides them with close and enduring relationships, a sense of belonging, and promotes their optimum development. The priority is to support families to care for their own children, but when this is not possible, to find an alternative permanent family.

The Victorian State Disability Plan 2002-2012 is based on fundamental principles of human rights and social justice – that people with a disability should enjoy the same rights, opportunities and responsibilities as all other citizens of Victoria, and equally participate in the life of the community. Children with a disability or developmental delay are valued members of the community and should have the same access to the benefits of family membership and involvement in community life as other citizens. DHS is therefore committed to applying permanency planning principles to children with a disability or developmental delay.

In Victoria the Adoption and Permanent Care (A&PC) program is responsible for placing children whose parents wish to relinquish them for adoption. It also places children who are clients of the child protection service and who have a case plan for permanent care.

Disability Initiative in Adoption and Permanent Care1 (DSIAPC) is funded predominantly by funds transferred from Disability Services Division (DS) to the Office for Children between 1989 and 1995 with the purpose of increasing the capacity of adoption and permanent care services to place more children with intellectual disability or developmental delay. It ensures that the necessary specialised knowledge is applied to the planning, establishment and ongoing support for adoption and permanent care placements of children with an intellectual, physical, sensory disability, acquired brain injury or developmental delay.

The DSIAPC assists the A&PC program to provide a service to permanent care and adoptive parents of children with a disability or developmental delay that is flexible and responsive to individual children’s needs, consistent with the Individual Planning and Support approach of Disability Services.

---

1 Formerly the Intellectual Disability Services Initiative in Adoption and Permanent Care
Aims of the disability initiative in adoption and permanent care (DSIAPC)

The DSIAPC aims to increase the ability of the Adoption and Permanent Care program to:

- Provide permanent family placements for children with a disability or developmental delay who have either been removed from the care of their birth parents due to protective concerns, or whose birth parents voluntarily relinquish them for adoption.
- Provide carer families with the support necessary for them to ensure that such children have access to the same developmental opportunities as their non disabled peers.

DSIAPC program resources

Disability Services provide funding for four strands of the DSIAPC.

1. Staffing
   Four of the ten A&PC teams across the eight DHS regions are funded for a total of 3.25 FYE worker positions. The other six teams are expected to allocate portfolio responsibilities to a worker. All workers in A&PC teams carry a caseload that may include children with an intellectual, physical, sensory disability, acquired brain injury or developmental delay. A Program Adviser is based at DHS Head Office.

2. Discretionary Grant Fund
   Each A&PC team has a pool of funds, the Discretionary Grant fund, to assist carers in meeting the exceptional costs of caring for a child with an intellectual, physical, sensory disability, acquired brain injury or developmental delay placed by the team for adoption or permanent care.

3. Publicity funding
   Funding is available through DHS Head Office to assist A&PC teams in activities that promote the need for families to care for children with an intellectual, physical, sensory disability, acquired brain injury or developmental delay.

4. Pilot program
   As part of a pilot program, enhanced caregiver reimbursement have enabled and supported the placement of five children with very high daily care needs.

The Office for Children funds the basic caregiver reimbursement that aims to cover most of the day to day expenses in caring for a child. This funding is at the level of foster care reimbursement, although it may be enhanced through various initiatives of Community Care Placement and Support Funding to take account of the increased costs of caring for a child with a disability.
Target groups for the DSIAPC

a. Children aged 0 to 5 years who have a developmental delay defined as a delay in the development of a child that:

1. Is attributable to a mental or physical impairment or a combination of mental and physical impairments; and
2. Is manifested before the child attains the age of 6 years; and
3. Results in substantial functional limitations in one of more of the following areas of major life activity:
   - Self-care
   - Receptive and expressive language;
   - Cognitive development;
   - Motor development; and

4. Reflects the child’s need for a combination and sequence of special, inter-disciplinary, or generic, care, treatment or other services of extended duration and individually planned and coordinated.

b. Children aged from 6 to 18 who have a sensory, physical or neurological impairment or acquired brain injury (or any combination of these) that is permanent or likely to be permanent and results in substantially reduced capacity in at least one of the following:

1. Self care or management
2. Mobility
3. Communication
4. Requiring significant ongoing or long term episodic support;

c. Children aged 6 – 18 years with an intellectual disability, the concurrent existence of

1. Significant sub-average general intellectual functioning; and
2. Significant deficits in adaptive behaviour.

Assessment of eligibility

Determination of whether a child meets the eligibility criteria is usually dependent upon assessment by Early Childhood Intervention Services (ECIS) for developmental delay or the Disability Services Intake and Response Team for intellectual, sensory, physical or neurological impairment or acquired brain injury.
However, assessments by other professionals and agencies are acceptable as long as they would be accepted by Disability Services or ECIS services as reliable, for instance assessments by a paediatrician or a Department of Education and Training (DE&T) Guidance Officer.

Whilst children are not required to be assessed by DHS programs or funded agencies as a precondition of access to DSIAPC, there may be circumstances when it is appropriate for A&PC Teams or permanent care parents to seek services from them. ECIS, provided by DHS managed Specialist Children's services teams and Early Childhood Intervention agencies, can provide special education, therapy, counselling, service planning and coordination, assistance and support to access services such as kindergarten and child care. The Disability Services Intake and Response Teams can provide short-term support, information, assistance with planning and referral to supports in their local area. Disability Client Services (DCS) may provide may provide long term case management support and specialist services, such as behaviour intervention services for children assessed as having an intellectual disability.

Children under six years of age can access Specialist Children’s Services and Early Intervention Services whether their developmental delay is due to environmental factors or “mental or physical impairment or a combination of mental and physical impairments”. However, they must meet the criteria for developmental delay in order to access DSIAPC.

Registration of a child as part of the DSIAPC

An eligible child may be registered as placed through the DSIAPC from the date of placement with his/her permanent care family, by completing the registration for in Appendix 2 and forwarding it to the Program Adviser in DHS Head Office. In cases where the child’s permanent care family was previously their foster caregivers2 they should be registered as placed on the date that the link is endorsed by the Case Plan Chair. These placements are sometimes referred to as “specific placements”3.

Children who are ‘at risk’ of a disability that would make them eligible for the DSIAPC

There are some situations where it is difficult to make a definitive diagnosis of a child at time of placement, particularly when the child is under 3 years of age. However, one or more risk factors may be presents eg:

- Family history of disability of a hereditary nature
- Diagnosis of a syndrome that is progressive and may result in a disability in the future
- Some developmental concerns are present although not yet within the definition of developmental delay

2 This does not include children whose foster care placement is converted to permanent care by the carers’ foster care agency. Only children who are referred to an A&PC team for case management less than 2 years prior to change of placement status, and case managed post placement can be registered as part of the DSIAPC.

3 A category of placements that also includes placements with carers that have previously cared for the child, but not caring for the child at the time of assessment.
In such cases the child does not fulfil the eligibility criteria for the DSIAPC, but may fulfil them at a later date. In order to facilitate placement of children with such uncertain prognoses a child may be registered with the Program Adviser as ‘at risk’ of disability, and if diagnosed later with a condition that meets the eligibility criteria to be registered as part of the DSIAPC, be able to access the Discretionary Grant funds. See Appendix 2 for Form for notifying the Program Adviser of children “at risk”.

Role of disability portfolio worker

The role of the DSIAPC worker is a portfolio role. The worker will be involved in all aspects of recruitment, placement, supervision and post placement support of placements of children other than those defined as targets of the DSIAPC. Other team members will undertake tasks associated with placement of children targeted by the DSIAPC. The particular DSIAPC responsibilities will include:

- Information giving within A&PC and DCS teams.
- Liaison within DHS and with outside agencies regarding referrals and assistance with development of appropriate referral systems to ensure that the optimum number of children are able to be placed in permanent families.
- Preparation of reports for and attendance at Guardianship reviews, case planning meetings and Court proceedings as required.
- Involvement in planning and implementing publicity programs for recruitment of applicants for children with a disability or developmental delay. Involvement in structuring specific education programs, both individual and group, for applicants for children with a disability or developmental delay.
- Assistance in the provision of post placement programs specifically designed for permanent caregiver families with children with a disability or developmental delay, and liaising or linking with DCS or ECIS throughout this process.
- Participation in the development of training packages for those involved in planning, decision-making and implementation of permanent care for children with a disability or developmental delay. Such packages to consider the issues and need pertaining to the child, the permanent care family and the birth family.
- Ensuring data pertaining to referrals, placement and support forwarded to Central Resource Exchange.
- Ensuring that information on children awaiting placement and on placements made is communicated to the Program Advisor, Family Placement of Children with a Disability.

Role of the DSIAPC Program Adviser

The role of the DSIAPC Program Advisor includes:

1. The development of any aspects of the Adoption and Permanent Care Program specific to the DSIAPC.
2. Consultancy to DCS, Early Childhood and Specialist Children’s Services and Child Protection with regard to all issues relating to Adoption and Permanent Care of children with an intellectual, physical, sensory disability or acquired brain injury or developmental delay.
3. Facilitation and coordination of statewide and regional publicity.
4. Facilitation of the sharing of disability related information across the regional teams through liaison meetings and training for disability portfolio workers.
5. Monitoring of placement and quarterly financial reports to ensure efficient use of funds within regions and statewide.
6. Coordination of the development of appropriate educational programs for caregivers in regard to disability related needs and associated management of children.

Discretionary grants to caregivers.

Principles for the use of the fund

The discretionary grants are to be used to support eligible children whose placement with an adoptive or permanent care family is facilitated and supported by the Adoption and Permanent Care program.

This does not include children whose permanent care or adoptive carers were previously their foster carers unless:

- A referral has been made and case management accepted by the A&PC team prior to change of placement status to permanent care or adoption, and
- The child had been placed with the foster care family for less than 2 years prior to referral to A&PC for case management.

In the case of competing demands for funds, children placed with carers who were not previously their foster carers will take priority.

How the grants are to be used

1. Funds should be used in ways that maximise the use of the resource for meeting the needs of children placed under the DSIAPC.
2. These grants are discretionary. They are provided on the basis of the child’s individual needs.
3. Assessment of need relates to additional placement demands related to the child’s disability.
4. Payments must relate to costs associated with the care of the child.
5. Payments may be made to facilitate new placements or to support existing placements when a need becomes obvious.
6. Before an application is made to this fund, teams should clarify whether there is an alternative funding source. This is especially so for items which will be required for a limited time, e.g. items that will be outgrown over time, e.g. baby capsules.
7. These grants do not constitute ongoing caregiver payments. They are to be used for additional expenses associated with the child’s special disability related needs, as distinct from regular costs of caring for children that should be covered by caregiver payments.

**Possible uses**

The grant may be used for ongoing and / or once-off special costs. Appropriate uses of the discretionary grant would include (the list is not exhaustive):

- Personal material items (for client), such as furniture, bedding, specialist clothing (not allowed for in the clothing component of fortnightly reimbursements), car safety seats, specialised equipment.
- Aids and equipment, continence aids, pharmaceutical items, not covered by the Victorian Aids and Equipment Program (A&EP).
- Household material items - washing machines, pool fence, car replacement, house modification.
- Gap between medical rebates and full fee for medical services.
- Purchase of service - specific home care, child care, respite, specialist professional service.
- Payment of fees and expenses - Noah’s Ark toy library, special travel arrangements related to the disability, e.g., Travel Card.
- Holiday programs and/or camps.
- Home help, baby sitting.
- Fees for therapy services: speech, physiotherapy, occupational therapy, hydrotherapy.
- Heating installation, modifications and assistance with heating bills.
- Special dietary items.
- Specialist professional services, e.g., sexuality/human relations training, independent living skills training, behaviour intervention (these to be purchased only when unavailable from elsewhere).
- Leisure activities that contribute to personal development, life skills and community involvement.

**Grant conditions**

On payment of all grants, the caregiver should be informed in writing of the purpose of the grant and the requirement that the funds are utilised for that purpose only.

**Amount of the grant**

The maximum amount payable for any one child per year is $5,000. Grants higher than this may be authorized following discussion with the DHS Program Adviser at Head Office. It may be possible to give grants in excess of $5,000 by allocating the expenditure over two years. If the purpose of the grant is to purchase or modify a significant item of equipment, including motor vehicles, the Capital and equipment expenditure guidelines in Appendix 3 must be followed.
Procedure For Application

1. Each A&PC services will have its own processes for approving payment of ‘client expenses’. The process for discretionary grants should include the following steps.

2. The worker arranging / supervising the placement should fill out a standard application form in consultation with the adoptive or permanent care parents, and forward this to the Team Leader.

3. The worker should discuss the application with the Team Leader. It may be advisable to consult the Disability Client Services or Specialist Children’s Services team regarding the appropriateness of certain types of expenditure, e.g. paying for special personal items, household modifications or repairs, when a special developmental therapy or behaviour intervention program may be feasible to address the underlying issues.

4. Final approval should generally rest with the Principal Officer, Adoption and Permanent Care where the A&PC program is delivered by a Community Service Organisation. DHS Regional delegations apply to DHS teams. Supporting documentation including invoices, quotations and/or receipts are required.

5. A letter addressed to the permanent caregiver(s) stating the purpose of the grant provided must accompany all payments.

Note

Permanent care and adoptive parents may seek reimbursement for costs already incurred or submit invoices for payment addressed to the agency / DHS.
Some parents may feel that they do not wish the supplier to be aware of the involvement of others in funding the purchase of items or services, or convenience may determine the process followed. However, it would be cost effective to have invoices submitted to the agency / DHS for payment as GST can be reclaimed in those circumstances.

Regional allocation of discretionary grant funding and expenditure reporting requirements

Regional A&PC teams are responsible for processing applications for discretionary grants from the permanent families of all children placed through the DSIAPC in their region. In the case of cross regional placements it is the responsibility of the receiving region to provide ongoing funding, although it is expected that this is open for negotiation during introductions and the hand over phase, with the placing region contributing most if not all the setting up costs.

Regional allocation of discretionary grant funding is based on the numbers and level of need of children placed in each region. Regional teams are required to report expenditure of discretionary funds on a quarterly basis to the Program Adviser at DHS Head Office. The number and level of need of children placed varies each year and monitoring allows for possible redistribution of funds if for instance some regions make a number of placements of
high needs children within a short time whilst others may make no placements or the placement of a child with high needs may disrupts.

Publicity and recruitment

There is a wide range of strategies available for finding caregivers for children with a disability, as for other caregivers. Much effort has been put into searching for the most effective tools in this area. There is no magic solution. Certain strategies though are believed to be more effective than others. A selection of these is provided here to start you thinking. Whichever strategies or tools you decide to use, there is a pool of funding available by submission from DHS Head Office.

How to look for carers:
- First explore regional pool of carers but don’t delay in referring to the Central Resource Exchange, and prepare a photo profile for distribution to other regional teams.
- Explore the child’s wider family and community networks.
- Purchase publicity in local (or statewide newspapers). Features that are specific to the child (a photo and use of real name - with consent), outline needs realistically and specify available support are most likely to be effective.
- Nurture links with interested journalists to obtain free articles, maybe in publications related to some area of interest of the child.
- Short term employment of staff to co-ordinate a range of strategies and responses from the public.

Common characteristics of permanent carers of children with a disability are:
- Single
- Older, often with grown up children
- Have experience of caring for children with a disability or sick/elderly/disabled adults
- Have experienced adversity in own lives
- Have known the child in some capacity in the past
- Have a strong supportive social and/or professional network

Word of mouth from satisfied carers or from people who have experienced a respectful response from the agency previously is also very effective and innovative schemes that offer monetary reward to caregivers if they assist with recruitment have reported success.

Training for families

A&PC teams provide specialised training for applicants seeking to care for children with a disability in addition to the training provided to all permanent care parents to prepare them for the challenge of caring permanently for a child other than their birth child. Additional training may be needed to inform applicants of the specific disability-related needs of the child.
Each A&PC team has a copy of the *Disability Services Initiative Education Information Pack for A&PC applicants* as a guide to issues to be addressed in training of applicants interested in children with a disability. Training should be directed to ensuring that caregivers can meet the child’s needs in relation to health, education, behaviour, communication, identity and self care appropriate to age and stage of development.

It is also important to emphasise commitment to fostering inclusion and participation of people with a disability in every day life in the community, rather than a medical model of care. For example, practices in the daily living situation that promote learning and participation relevant to the person’s age and capacities, promote choice and decision-making and parenting styles that will support young people in the transition to adulthood.

Training should be provided in a way that prepares the caregivers in their role as having primary responsibility for the child. Families benefit from familiarising themselves with their local resources and how to access them. Prior to approval they need to consult with their wider family about the support they are able to offer. Aspects of the daily care of children with high needs may be more specialised and individualistic and require a major component of the training to relate to the daily care and fostering of the development of the particular child. Carers will need opportunities to discuss the child’s needs with a paediatrician, previous carer(s) and other involved professionals such as psychologists, teachers, speech pathologists, physiotherapists, occupational therapists, nurses even if they have had previous knowledge and/or contact with the child. Consideration can also be given to using the discretionary fund to purchase specialised advice, if it is available through this means and not through other means.

**Provision of information to permanent care and adoptive parents**

It is important that caregivers have a good understanding of the support that they can expect from the A&PC program and DSIAPC. To facilitate this A&PC teams may wish to provide an information sheet to carers to explain what is available through the DSIAPC and processes necessary for access to discretionary funds. Appendix 4 is an exemplar.
APPENDIX 1: DSIAPC registration form

<table>
<thead>
<tr>
<th>INFORMATION REGARDING DISABILITY SERVICES INITIATIVE IN ADOPTION AND PERMANENT CARE (DSIAPC) PLACEMENT</th>
</tr>
</thead>
</table>

REGIONAL TEAM:

CHILD’S BIRTH NAME:

PERMANENT CARE PARENTS NAME:

4. PLACEMENT TEAM:

5. DATE OF BIRTH:

6. DATE OF REFERRAL TO A&PC:

7. DATE OF PLACEMENT:

8. SOURCE OF REFERRAL (*appropriate description*)

- [ ] Birth parents
- [ ] Foster parent
- [ ] Medical Practitioner (*specify G.P. or type of specialist*)
- [ ] School
- [ ] Other professional (*specify*)
- [ ] DHS pre-court Protective Services
- [ ] DHS Case Plan
- [ ] DHS DCS
DHS Specialist Children’s Services

Early Intervention services)

Other (specify)

9. LEGAL STATUS AT REFERRAL (x one or more)
   - Guardianship to Secretary through Children’s Court action
   - Guardianship to Secretary or private agency through the Adoption Act
   - Custody to Secretary (Children’s Court)
   - Voluntary foster care (long term child care agreement)
   - Other (specify)

10. TYPE OF PLACEMENT REQUIRED
    - Permanent Family Placement
    - Specific Placement
    - Adoption

11. DISABILITY CLIENT SERVICES REGISTRATION
    - Yes
    - No (Eligible)
12. SOURCE OF INFORMATION ON THE DISABILITY *(Tick one or more)*

- [ ] Birth parents
- [ ] Foster parents
- [ ] Medical Practitioner *(specify GP or type of Specialist)*
- [ ] School
- [ ] Other professional *(specify)*
- [ ] DHS Case Plan
- [ ] DHS pre-court Protective Services
- [ ] DHS DCS
- [ ] Early Childhood Services
- [ ] DCS GSP
- [ ] Other *(specify)*

13. RANGE OF DISABILITY *(Tick type and severity)*

- [ ] Developmental delay 0-5 years
- [ ] Moderate
- [ ] Intellectual disability
- [ ] Severe
- [ ] Mild
- [ ] Profound

14. NATURE OF OTHER DISABILITIES *(Tick one or more)*

- [ ] Physical
- [ ] Visual
- [ ] Auditory
- [ ] Other
15. IMPACT OF DISABILITY *(Tick all that apply)*
Substantially reduced capacity in the area(s) of

- [ ] Self care, mobility or communication
- [ ] Self-management
- [ ] Mobility
- [ ] Communication

16. MANAGEMENT NEEDS
Complete only where additional management needs are an issue affecting placement.

- [ ] Challenging behaviour
- [ ] Extenuating medical circumstances *(requiring constant monitoring and specific skills)*
- [ ] Physically demanding *(lifting required)*
- [ ] Other *(specify)*

17. CAREGIVER PAYMENT REQUESTED

- [ ] DS Discretionary Grant
- [ ] Caregiver Payments
- [ ] Placement Support Grant

18. TYPE OF PLACEMENT MADE

- [ ] Permanent Family Placement
- [ ] Specific Placement
- [ ] Adoption
19. CASE MANAGEMENT
(Specify agency with ongoing case management. Joint or sole?)

20. OTHER ONGOING SERVICES REQUIRED
(Please list)

21. ACCESS ARRANGEMENTS

21. CAREGIVER PAYMENTS MADE

<table>
<thead>
<tr>
<th>AMOUNT $</th>
</tr>
</thead>
<tbody>
<tr>
<td>DS Discretionary Grant</td>
</tr>
<tr>
<td>Caregiver Payments</td>
</tr>
<tr>
<td>Placement Support Grant</td>
</tr>
</tbody>
</table>

WORKER:
DATE OF REPORT:
APPENDIX 2: At risk of eligibility registration form

REGISTRATION FORM FOR CHILD AT RISK OF DISABILITY.

This form is for new placements of children (under 3 years of age) who are not currently eligible for the Disability Services Initiative in Adoption & Permanent Care (DSIAPC) but have risk factors that may make them eligible in the future.

1. REGIONAL TEAM:

2. CHILD’S BIRTH NAME:

3. PERMANENT CARE PARENTS NAME:

4. PLACEMENT TEAM:

5. DATE OF BIRTH:

6. DATE OF REFERRAL TO A&PC:

7. DATE OF PLACEMENT:

8. LEGAL STATUS AT REFERRAL (Delete not applicable)
   - Guardianship to Secretary through Children’s Court action
   - Guardianship to Secretary or private agency through the Adoption Act
   - Voluntary foster care (long term child care agreement)
   - Other (specify)

9. TYPE OF PLACEMENT MADE (Delete not applicable):
   - Permanent Family Placement
   - Specific Placement
   - Adoption

10. RISK FACTORS FOR DISABILITY (Outline what factors could contribute to the child having future disability or developmental delay)
11. SOURCE OF INFORMATION ON DISABILITY RISK FACTORS
(Delete not applicable)

- Birth parents
- Foster parents
- Medical Practitioner
- Specialist
- School
- DHS Protective Services
- DHS DS
- DHS Early Intervention
- Other

12. CHILD’S CURRENT FUNCTIONING (ATTACH LATEST ASSESSMENT)

13. NATURE OF ANY OTHER DISABILITIES (Delete not applicable)

- Physical / Visual / Auditory / Other

14. CASE MANAGEMENT
(Specify agency with ongoing case management. Joint or sole?)

15. OTHER ONGOING SERVICES REQUIRED
(Please list)

16. ACCESS ARRANGEMENTS

17. CAREGIVER PAYMENTS MADE

- Caregiver Payments
- Placement Support Grant $................

WORKER:

DATE OF REPORT:

Note:
If in the future the child is assessed as having a disability or developmental delay, s/he will be eligible to access DSIAPC discretionary grants. At this time the child will need to be registered on the DSIAPC through the Program Advisor of DSIAPC, Head Office of the Department of Human Services and the form “Information Regarding Disability Services Initiative In Adoption And Permanent Care (DSIAPC) Placement” completed.
APPENDIX 3: Capital and equipment expenditure guidelines

A capital grant is non-recurrent funding used to purchase equipment, including motor vehicles or home modifications, renovations or extensions. When discretionary funding is used as a capital grant, service providers must consider the following:

- Grants only be made following a careful appraisal of the likely stability of the placement;
- Grants may cover the whole or part of the costs. For example, funding may be pooled from a variety of sources including a contribution from the caregiver family;
- Equipment including motor vehicles, funded for the purpose of assisting with the child’s care should, as a general principle, be considered to belong to the child. If the placement breaks down, relocatable equipment that is used by the child should be made available to go with the child to the next placement.
- If a placement breaks down within 4 years, consideration should be given by the agency and DHS as to whether funded equipment / motor vehicle (if not needed by the child) is relocatable and re-useable. If so appropriate arrangements should be made for the transfer of the item to DHS or agency. This must be determined jointly by DHS and the agency.
- Where the grant has contributed more than half but less than the full cost of the item that is being re-located, either with the child or to the agency or DHS, the caregivers should be paid their contribution less depreciation.
- If a placement breaks down and the particular item of equipment and/or motor vehicle is not needed in the next placement, or if it is not relocatable or re-useable the following guidelines should apply to repayment of grants by carers.
  - For grants of $50,000 and above the expectation is that the placement will last for at least 8 years or until the young person reaches the age of 18 years. For grants of less than $50,000 the expectation is that the placement will last for at least 4 years or until the young person reaches the age of 18 years.
  - There is no liability to repay grants for equipment below $12,000 in value.
  - For grants above $12,000, but less than $50,000 caregivers should make arrangements to repay the grant, less 25% for each year the child was in the placement.
  - For grants of $50,000 and above caregivers should make arrangements to repay the grant, less 12.5% for each year the child was in the placement.
- In the event of the death of the child while in placement, the liability for repayment may be waived by DHS.
- For grants between $12,000 and $25,000 caregivers must sign a contract in the form of an exchange of letters agreeing to these conditions before the grant is made. A sample letter is attached as Attachment 1 to this Appendix.
- For grants between $25,000 and $50,000 the contract must be in the form of a Deed of Arrangement to be lodged with regional Corporate Services. A template for a Deed of Arrangement to be used by DHS teams is attached as Attachment 2 to this Appendix.
• CSOs must arrange for their property services section to draw up a similar deed of arrangement as prescribed to secure the funds.
• For grants in excess of $50,000, or 5% of the property value, if that is greater than $50,000, the Deed of Arrangement must also be lodged as a caveat at the Titles Office.
• A legal opinion should be obtained before a Deed of Arrangement is executed.
• All building works must comply with the Building Code of Australia and have a Local Government Authority (LGA) building permit issued by the local responsible authority. It is advised that the LGA be contacted in regard to the need for a planning permit;
• Home modifications must be prescribed/assessed by a suitably qualified therapist to ensure they address the individual’s support needs and that they comply with Australian Standards;
• Archicentre’s Home Renovations Service provides free architectural assessments of the homes of people with a disability. The Service is consulted following an assessment by a suitably qualified therapist and prior to obtaining a quote from a builder. This service includes sketch drawings but does not include working diagrams. Working diagrams may be required to comply with the Domestic Building Contracts Act 1995; and
• Payment of claims for building works is on a progress certificate basis and after an inspection of the property to ensure the works are completed.

Repayment arrangements

• Repayment arrangements should take account of the caregiver’s capacity to repay the grant and individual arrangements need to be made which if necessary allow repayment over an agreed period of time.
• When household equipment is to be relocated and the caregivers will need to replace the item, the time period established for relocation should take into account the caregiver’s capacity to pay for a replacement.

Date

Name and address of carer(s)

Dear carer(s)

HOME RENOVATION FUNDING AGREEMENT

As we have advised verbally on date the Department has agreed to provide you with $XXXXX so that you may renovate your home at address. This funding is provided specifically to assist you in providing care for child’s name.

Before the Department of Human Services (DHS) provides the funds to you, we request your agreement to the funding conditions outlined below by signing two copies of this letter of agreement.

Before you sign this agreement you may want to obtain legal advice and should read and ensure you understand the conditions fully.

In particular, please note that this letter constitutes your agreement:

- That the renovations to your property are to be used for the purpose of you providing accommodation and support to child’s name. Specifically, the room at your property is to be renovated to provide for child’s name disability needs.
- To maintain during the term of this agreement the property and renovated room in good repair and insure the property for loss and damage and that you will effect public risk liability insurance.
- To repay to the Department $XXXXX less an amount equivalent to 25% of the funding initially provided for each whole year that elapses since the date of this letter, if child’s name leaves your care within 4 years from the date of this agreement, or you sell your property within 4 years from the date of this agreement (for example, if child’s name is no longer in your care within 12 months, you must repay 100% of the funds to DHS or if she is no longer in your care after, say 13 months, you must repay 75% of the funds ($XXXXX). If child’s name leaves your care for a reason that is beyond your control, you and DHS must mutually decide whether to end this agreement. If you and DHS decide to end this agreement, you will not be required to repay any of the funds.
- Not to disclose the terms or existence of the agreement to anyone (we do however consent to you providing a copy of the agreement and discussing the agreement with your legal representative).

If you are in agreement with the above conditions as written, please sign both copies of this letter and return them to me.
I will arrange for the Department’s authorised representative to sign both copies and then return one original signed copy to you for your records.

If you have any queries or changes required in this agreement please contact myself on phone number XXXX XXXX or email on ..XXXXX@XXXXX.

Yours sincerely

Manager
Adoption and Permanent Care

I agree to the conditions of funding outlined in this letter dated  ##

Signed by Name(s) of carer(s)  __________________________________________________________

Date:  ______________________________________

In the presence of:

.......................................................
Signature of witness

.......................................................
Name of witness (block letters)

.......................................................
Address of witness (block letters)

Signed by ........................., Regional Director, Region as authorised representative for SECRETARY TO THE DEPARTMENT OF HUMAN SERVICES on the ...... day of .................... 2006 in the presence of:

.......................................................
Signature of witness

.......................................................
Name of witness (block letters)

By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of SECRETARY TO THE DEPARTMENT OF HUMAN SERVICES
Appendix 3: Attachment 2: Deed of Arrangement

DEED OF ARRANGEMENT

Between

FIRST PARTNER

and

SECOND PARTNER

and

SECRETARY TO THE DEPARTMENT
OF HUMAN SERVICES
Deed of Arrangement

This Deed is made on the       day of                200X between:

NAME(S) AND ADDRESS OF CAREGIVER(S) ("Caregivers")

And

SECRETARY TO THE DEPARTMENT OF HUMAN SERVICES being a body corporate established under the Health Act 1958 (Vic) of 50 Lonsdale Street, Melbourne ("Department")

Recitals:

A. The purpose of this Deed of Arrangement ("Deed") is to record the agreement between the parties regarding the Department’s capital funding to the Caregivers to undertake refurbishment works to the Property.

B. The Caregivers are the registered owners of the Property and are caring for the Child.

C. The parties agree that the Payment has been, or will be, provided to the Caregivers for the purpose of giving a suitable environment for the Child who is to be cared for by the Caregivers.

D. The Caregivers have agreed that the Department shall be entitled to reclaim all or part of the Payment if this Deed ends pursuant to clause 6 of this Deed.

E. As at the date of signing this Deed, the parties agree that the building work relating to the Approved Purpose will be undertaken in accordance with the requirements specified in Clause 5 of this Deed.

This Deed is constituted by:

The Operative Provisions and Schedule 1, which contain important provisions.

Operative provisions:

1. Definitions and interpretation of this Deed

In this Deed including the Recitals, the following definitions apply, unless the context otherwise requires:

1.1. Property means the whole of the land described in Item 2 of Schedule 1.

1.2. Approved Purpose means the purpose set out in Item 3 of Schedule 1.
1.3. **Authorised Officer** means the persons described in Item 6 of **Schedule 1**.

1.4. **Payment** means the amount set out in Item 5 of **Schedule 1**.

1.5. **Caregivers** means the persons referred to in Item 1 of **Schedule 1**.

1.6. **The Child** is the person named in Item 4 of **Schedule 1**.

1.7. **Commencement Date** means the date described in Item 7 of **Schedule 1**.

1.8. **Deed** means this agreement between the parties executed as a Deed and consists of the operative provisions and schedule 1.

1.9. **Termination Date** means the date described in Item 8 of **Schedule 1**.

1.10. **Term** means the period from the Commencement Date to the Termination Date inclusive unless terminated earlier.

1.11. In this deed:

   1.11.1. The singular includes the plural and vice versa;
   
   1.11.2. A reference to an individual or person includes a corporation, partnership, joint venture, authority, trust, state or government and vice versa;
   
   1.11.3. A reference to any gender includes all genders;
   
   1.11.4. A reference to any party to this deed includes that party’s executors, administrators, substitutes, successors and permitted assigns;
   
   1.11.5. Where an expression is defined, another part of speech or grammatical form of the expression has a corresponding meaning; and
   
   1.11.6. A reference to “dollars” or “$” is to Australian currency.

2. **What can the Funding be spent on?**

   The money is provided to the Caregivers for the Approved Purpose.

3. **What are the party’s obligations and liabilities?**

   3.1. The Department has paid, or will pay the Caregivers the Payment either:

      3.1.1. Directly to the Caregivers; or
      
      3.1.2. To a third party nominated by the Caregivers,

   after the Caregivers have provided the Department with tax invoices in the name of the person completing the works in relation to the Approved Purpose.

   3.2. The Caregivers must:

      3.2.1. Use the Payment for the Approved Purpose only;
      
      3.2.2. During the Term, maintain the Property in good repair and in a proper standard for the care of the Child, to the satisfaction of the Department;
3.2.3. During the Term, maintain insurance for the Property for loss and damage and public risk liability insurance in connection with the Property to the satisfaction of the Department;

3.2.4. If requested by the Department, provide the Department with a copy of the insurance policies effected in accordance with clause 3.2.3;

3.2.5. Provide a proper standard of care for the Child during the Term on a full time basis to the satisfaction of the Department;

3.2.6. Not deal in any way with the Property without the prior written consent of the Department;

3.2.7. Give the Department security over the Property, in accordance with clause 4; and

3.2.8. If part of the Payment is not used for the Approved Purpose, refund that portion of the Payment not used to the Department.

3.3. The Department is not liable for any loss that the Caregivers’ incur in connection with this Deed, or in connection with the Approved Purpose.

4. What Security are the Caregivers providing?

4.1. As registered proprietors and beneficial owners of the Property, the Caregivers:

4.1.1. Charge all of their present and future right, title and interest in the Property in favour of the Department to secure all money that is or may become payable under this Deed to a maximum sum equivalent to the Payment; and

4.1.2. If requested by the Department, agree to execute a mortgage over the Property in favour of the Department as mortgagee on the terms and conditions contained in the standard mortgage cover sheet No. 487963A and Memorandum of Common Provisions No. A342, as prepared and updated from time to time by the Victorian Lawyers RPA Ltd; and

4.1.3. Consent to the Department lodging a caveat on the title to the Property and undertakes not to make any claim against the Department that might arise in relation to the lodging of that caveat.

4.2. The Caregivers agree not to obtain another security over the Property or increase any amount owing under security over the Property which exists at the date of this Deed, without the prior written consent of the Department.

4.3. The Caregivers must arrange for the discharge of any security the Caregivers obtain after the Commencement Date, which the Department has not consented to.

5. What are the Caregivers’ obligations regarding the Building and other works?

5.1. In this clause 5, “works” means works to be carried out in relation to the Approved Purpose.
5.2. The Caregivers must obtain the Department’s written consent to the works before the Caregivers carry out or permit works to the Property, or enter into a contract to carry the works out, so that the Department can determine whether the:

5.2.1. Works are suitable for the Child and are suitable to achieve the Approved Purpose; and
5.2.2. The quantity of Funding meets the proposed works.
5.2.3. The Caregivers must provide the Department with any such documentation the Department reasonably requests to assist the Department in providing its consent under this clause.

5.3. The Caregivers must:

5.3.1. Comply with all laws, requirements of authorities and local councils, easements and covenants which affect any works;
5.3.2. Ensure that all works are done competently and completed within a reasonable time;
5.3.3. Obtain, and give the Department copies of (if required by the Department), all the relevant certificates (such as certificates of satisfactory completion or compliance);
5.3.4. Obtain all necessary approvals from authorities; and
5.3.5. Ensure that all works are completed by a builder registered under the Building Act 1993.

5.4. The Department is not liable for any loss in connection with the works the Department consents to (including loss arising out of plans or specifications the Department may approve).

6. Can the Deed be terminated?

6.1. The Caregivers will be in default under this Deed if the:

6.1.1. Property is no longer suitable for providing a proper standard of care to the Child to the satisfaction of the Department;
6.1.2. Property is sold by the Caregivers prior to the Termination Date,
6.1.3. Placement of the Child ceases with the Caregivers, for a reason which is within the control of the Caregivers, prior to the Termination Date,
6.1.4. Caregivers fail to comply with their obligations under this Deed; or
6.1.5. Caregivers materially breach this Deed and the default is not capable of being remedied.

6.2. If the Caregivers are in default under this Deed and remain in default for 14 days, then the:
6.2.1. Department may immediately terminate this Deed without notice; and

6.2.2. Caregivers must repay the Payment to the Department in accordance with clause 6.3.

6.3. If the Caregivers are in default under this Deed and remain in default for 14 days, then the Caregivers must pay to the Department, on written demand, the Payment less an amount equivalent to 25% of the Payment for each whole year that has elapsed since the Commencement Date.

6.4. If the Child leaves the care of the Caregivers for a reason which is beyond the control of the Caregivers, the Caregivers and the Department must mutually decide whether to end this Deed. If the Caregivers and the Department decide to end this Deed under this clause, the Caregivers will not be required to repay the Payment to the Department.

---

4 12.5% for grants greater than $50,000
7. How can the parties resolve any disputes?

Application of procedure

7.1. Each of the parties will use its best endeavours to co-operatively resolve a dispute.

Discussions between the parties

7.2. If a dispute arises, either party may give a notice of the dispute in writing to the other party.

7.3. If the dispute is not resolved within fourteen (14) days of the notice under clause 7.2, the parties agree that the dispute must be referred to mediation.

Conduct of Mediation

7.4. The mediator may be appointed either by agreement between the parties or, failing such agreement within five (5) days of expiry of the period set out in clause 7.3, by the president for the time being of the Law Institute of Victoria.

7.5. The parties agree that:

7.5.1. Each will bear their respective costs of the mediation save that the mediator’s fee, fees for mediation rooms and costs of shared equipment facilities and services of the mediation will be shared equally;

7.5.2. The venue for the mediation will be agreed between the parties or, failing such agreement, will be nominated by the mediator;

7.5.3. Each party may be legally represented if they so wish; and

7.5.4. The mediation will be conducted without prejudice and complete confidentiality will be preserved in respect of the mediation and any documents and information used at or in relation to the mediation.

Condition Precedent

7.6. It is a condition precedent to the commencement to any litigation of any dispute that the issues arising in that dispute must have been referred in accordance with the procedures set out in clauses 7.2 to 7.5.

7.7. If the dispute or difference has not been resolved or mediated within sixty (60) days (or some other time agreed by the parties) of receipt of the notice specified in clause 7.2, the condition precedent established by clause 7.6 will be deemed to have been satisfied.
Performance of obligations pending resolution of dispute

7.8. Prior to the resolution of a dispute, the parties must continue to perform their obligations under this Agreement.

8. How can a party provide a notice to the other party?

8.1. A notice, approval, consent or other communication in connection with this Deed:

8.1.1. Must be in writing and addressed to the other party; and
8.1.2. Must be left at the address of the relevant party, or sent by prepaid ordinary post to the address of the relevant party or sent by facsimile to the facsimile number of the relevant party which is specified in Item 6 of Schedule 1, or if the relevant party notifies another address or facsimile number then to that address or facsimile number.

8.2. A notice will be deemed received:

8.2.1. If posted:
(a) within Australia to an Australian address, three Business Days after posting; or
(b) in any other case, ten Business Days after posting, or
8.2.2. If faxed, at the time the sender’s fax machine produces a report stating that the fax was sent in full to the addressee.

8.3. The Caregivers must address all notices to the Department’s Authorised Officer.

8.4. In this clause 8, “Business Day” means a day which is not a Saturday, Sunday or public holiday in Victoria.

9. Can this Deed be varied?

9.1. This Deed may only be varied in writing executed by each party.

10. Can a breach of a term of the Deed be waived?

10.1. A single or partial exercise or waiver of a right relating to this Deed does not prevent any other exercise of that right or the exercise of any other right.

10.2. No party will be liable for any loss or expenses incurred by another party caused or contributed to by the waiver exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

11. Is this the entire Deed?

11.1. This Deed contains the entire understanding between the parties as to the
subject matter of this Deed.

11.2. All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this Deed are superseded by this Deed and are of no effect. No party is liable to any other party in respect of those matters.

12. Has each party had time to obtain legal advice?

12.1. Each party acknowledges that there has been adequate opportunity to obtain independent legal advice as to the meaning and effect of this Deed before the parties signed the Deed.

13. Can the Caregivers assign their obligations under this Deed?

13.1. Except with the prior written consent of the Department, the Caregivers shall not assign the whole or any part of the Caregivers’ obligations under this Deed.

14. Can the Caregivers disclose Confidential Information of the Department?

14.1. The Caregivers must not disclose:

14.1.1. Any of the Department’s confidential information, (including but not limited to the funding arrangements set out in this Deed),

14.1.2. Any of the information exchanged between the parties under this Deed; and

14.1.3. The terms, conditions and existence of this Deed,

except:

14.1.4. To the Department or an agency of the Department;

14.1.5. For the purpose of or in connection with the performance of the Caregivers’ obligations under the terms of this Deed;

14.1.6. As required by law;

14.1.7. Where the Department consents in writing to the disclosure; or

14.1.8. Where such information can be demonstrated to already have been in the public domain at the time of the disclosure otherwise than as a result of breach of this Deed.

14.2. This clause 14 continues to operate after the Termination Date or the earlier termination of this Deed.
15. Is there an employment or like relationship between the Department and the Caregivers?

15.1. This Deed does not create any employment or like relationship between the Caregivers and the State of Victoria or the Secretary to the Department of Human Services.

15.2. This Deed is not intended to create a partnership, joint venture or agency relationship between the parties.

16. Can a clause in this Deed be severed?

16.1. If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.

16.2. If a clause or part of a clause is illegal, unenforceable or invalid in a particular jurisdiction, that clause or part is to be treated as removed from this Deed in that jurisdiction, but the rest of this Deed is not affected there.

16.3. Clause 16.2 does not apply if severing the provision:

16.3.1. Materially alters the scope and nature of this Deed; or

16.3.2. Would be contrary to public policy.

17. How long does this Deed last?

17.1. This Deed starts on the Commencement Date and continues until the Termination Date.

17.2. The provisions of this Deed that are capable of operating beyond the end of this Deed will continue to have effect despite the expiration of this Deed.

18. Joint and Several Liability

An obligation under this Deed of two or more persons binds them separately and together.
EXECUTED as a deed

SIGNED SEALED AND DELIVERED by (insert name and position of person) as authorised representative for SECRETARY TO THE DEPARTMENT OF HUMAN SERVICES on the ...... day of .............................. 2006

....................................................
Signature of witness

....................................................
Name of witness (block letters)

....................................................
Address of witness (block letters)

by executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of SECRETARY TO THE DEPARTMENT OF HUMAN SERVICES

SIGNED SEALED AND DELIVERED by CARER’S NAME on the ...... day of ..............................2006 in the presence of:

....................................................
Signature of witness

....................................................
Name of witness (block letters)

....................................................
Address of witness

....................................................
Signature of Carer
Schedule 1

Item 1
Name and address of Caregivers:
CARER 1 and CARER 2
Of Address

Item 2
Property Description:
The land described in certificate of title volume xxxxx folio xxxx and located at Address with all present and future fixtures, fittings and improvements erected on it.

Item 3
Approved Purpose:
The renovation of the Property in order for the Caregivers to provide accommodation and support to the Child. Specifically, a bathroom designed and equipped for the child’s disability needs is to be added to the Child’s existing bedroom.

Item 4
The child:

Item 5
Payment
$XX,XXX

Item 6
Authorised Officer

Department:
Authorised Officer:
Address:
Facsimile/email:
Caregivers:
Full Name:  **Full names**

Address:

Facsimile/email:

**Item 7**
Commencement Date

**Item 8**
Termination Date:
4 years from the Commencement Date

**Item 9**
Special Conditions:
Nil
APPENDIX 4: Sample: Information for permanent care families

DISABILITY SERVICES INITIATIVE IN ADOPTION AND PERMANENT CARE

GUIDELINES FOR DISCRETIONARY GRANTS TO CAREGIVERS

Background:
The Disability Services Initiative in Adoption and Permanent Care (DSIAPC) aims to support the establishment and maintenance of permanent family placements for children with a sensory, physical or neurological impairment or acquired brain injury, developmental delay or intellectual disability who are either registered or eligible to be registered for services under the Intellectually Disabled Persons Services Act, 1986 (IDPS Act) or the Disability Services Act, 1991. The DSIAPC provides placement and support funds through discretionary grants. These grants provide reimbursement of costs to families associated with the child’s disability.

The grants are available until the child turns 18 years of age.

The grants are discretionary and are provided on the basis of the child’s individual disability needs. The maximum amount payable for each child per year is $5000.

Usage of Funds:
The grants may be used for ongoing and/or once-off special costs related to the child’s disability. Examples include:

- personal material items (eg. special clothing or furniture, medical requirements, aids, non-prescription pharmaceutical items such as nappies, creams, lotions as related to the child’s condition etc.);
- household material items (eg. bathroom modification, special cutlery, repairs to accommodate child eg. ramps);
- payment of special one-off expenses (eg. a specially fitted car seat);
- expenses for services such as respite care or a therapy service (e.g. speech therapy or physiotherapy) not available through an agency.

The grants do not constitute ongoing, caregiver payments. They are to be used for additional expenses associated with the child’s special developmental delay or disability related needs, as distinct from the regular costs of caring for children (eg. child care, holiday programs), which are reimbursed through caregiver payments.

Process:

- Alternative funding sources must be explored before any application is made for Initiative funds, for example Carerlinks or Yooralla Breakaway for respite funding.
- Discuss your request with your A&PC worker.
• Your A&PC worker may then consult with Disability Client Services or other specialist service regarding the request in case a more suitable or cost-effective item is preferred/available.
• Provide your A&PC worker with supporting documentation including invoices, quotations and receipts and, where relevant, letters or reports from the child’s physiotherapist / occupational therapist etc. recommending the item.
• Consideration will then be given for the request, in consultation with management. In some circumstances, it may be necessary for a contract with the Department regarding the purchase of more expensive items (eg. contribution towards the cost of a vehicle, modification to a part of the house).