



Studio Program

Part A

Community Service Organisation Membership Requirements

PART A Application for Community Service Organisation Membership of Kids Under Cover.

A.1 Introduction

Snapshot – Kids Under Cover

Kids Under Cover (KUC) is a not-for-profit organisation that raises funds to construct purpose built, high quality, studio style, semi-detached accommodation for homeless and at-risk children and young people. Kids Under Cover was established in 1989 in Victoria and works in conjunction with many Community Service Organisations (CSOs) providing accommodation for young people in prevention of homelessness.

Through responsive action with a focus on prevention, Kids Under Cover, in conjunction with CSOs, delivers a service that provides children and young people with the opportunity to experience family life, complete their education and maintain a sense of community.

Mission

Kids Under Cover honours the United Nations Convention on the Rights of the Child. Article 27 of the Convention states that:

Children have the right to a standard of living that is good enough to meet their physical and mental needs.

Inspired by the Convention, Kids Under Cover believes every young person has the right to a secure home and a sound education. We work to make this belief a reality.

Kids Under Cover Organisational Values

Kids Under Cover maintains a strong commitment to our organisational values for clients and stakeholders alike. These values include:

- **Collaboration**
Positive partnerships support the quality, reach and impact of our work
- **Empathy**
Foster the ability to understand and appreciate others' views
- **Resilience**
Constantly adapt to change
- **Integrity**
Maintain honesty, fairness and mutual respect
- **Engagement**
Engage others to connect in our work

A.2 Membership Requirements for Community Service Organisations

In normal circumstances (the provision of a studio on a private or Office of Housing property) to apply for the provision of a studio with Kids Under Cover it is mandatory the applying Community Service Organisation (CSO) is a member of Kids Under Cover. Below is an introduction to Kids Under Cover and details of how to become a member. The CSO must also be a legal entity, established under either an Act of Parliament or other relevant legislative framework. Individual negotiations can be entered into for extraordinary circumstances.

CSOs must be:

- approved under Section 58 of the Children & Young Persons Act (1989); or
- a funded Housing and Support Program (HASP) Agency; (formally SAAP); or
- an agency/school otherwise approved by the Department of Human Services to provide a community service to meet the needs of children requiring protection, care and accommodation; or
- registered as a disability service provider under the Disability Act 2006.

A.3 Applying for membership with Kids Under Cover

When applying for membership, CSOs must submit the following information:

- a cover letter from the CEO; and
- Annual Report (link to soft copy or hard copy attached).

If submitting in hard copy, please address to:

National Program Manager
Kids Under Cover,
PO Box 5141, Burnley Victoria 3121.

CSOs will be notified in writing of the outcome of their membership application.

Please note:

- Kids Under Cover reserves the right to reject any membership application.
- A letter with supporting documentation is only required from CSOs wanting to become new Kids Under Cover members.
- Upon receipt of required information Kids Under Cover will respond to the application with an email of acknowledgement and a letter confirming membership, or otherwise, after all documentation has been processed.

A.4 Membership benefits

Benefits of membership include:

- eligibility to apply for a studio;
- eligibility to apply on behalf of a young person to the Kids Under Cover Scholarship Program;
- biannual newsletter;
- listing on Kids Under Cover website;
- listing in Kids Under Cover Annual Report;
- access to data collected in the Kids Under Cover Impact Survey; and
- participation and access to research that may be undertaken by Kids Under Cover.

Participation in any survey or evaluation is also a condition of membership.

It is expected CSOs acknowledge Kids Under Cover in their Annual Report.

A.5 Discontinuation of Membership

If, during the year, a CSO wishes to discontinue their membership with Kids Under Cover, then the CSO must inform the National Program Manager in writing. It is expected and hoped that the CSO will continue to refer clients on to appropriate agencies that are members of Kids Under Cover. The CSO is also requested to furnish any relevant information regarding any studios provided during their membership that may come to hand in the execution of the CSO's normal service roles.



Studio Program

Part B

Memorandum of Understanding (MoU)

Part B Membership

B.1 Community Service Organisation membership

Kids Under Cover is committed to assisting Community Service Organisations (CSOs) deliver effective and responsive services to at risk young people and their caregivers. This Memorandum of Understanding (**MoU**) provides CSOs with information about their rights and responsibilities pertaining to the management of a studio, the rights and responsibilities that Kids Under Cover brings to the agreement and an outline of general procedures for the Studio Program.

CSOs executing this agreement must be approved as members of Kids Under Cover.

Kids Under Cover will only accept studio applications from current CSO members.

A current member of Kids Under Cover is a CSO who has received formal confirmation of membership from Kids Under Cover.

B.2 Terms and Conditions of Agreement

B.2.1 Documentation as detailed in **Part A** is required in the first year of membership and in each subsequent year annual membership is renewable by letter confirmation when requested by Kids Under Cover. Kids Under Cover reserves the right to cancel any membership at their discretion.

B.2.2 CSO members must be:

- approved under Section 58 of the Children & Young Persons Act (1989); or
- a funded Housing and Support Program (HASP) Agency; (formally SAAP); or
- an agency otherwise approved by the Department of Human Services to provide a community service to meet the needs of children requiring protection, care and accommodation; or
- registered as a disability service provider under the Disability Act 2006; or
- if none of the above, able to prove it is a bona fide CSO through the provision of charitable tax status and internal policies and procedures documents that detail best practice in servicing young people as their clients.

The CSO must continue to meet DHHS Performance Standards as specified by DHHS.

B.2.3

- The CSO will immediately notify Kids Under Cover if they become aware a serious incident occurs concerning a Kids Under Cover owned studio, its occupant/s or the carer's family (if it involves the studio).
- Any public statements regarding a studio or Kids Under Cover should only be done so following consultation with Kids Under Cover. Kids Under Cover will respond with the same obligation.
- A 'serious incident' is defined as one where reporting is required under the DHHS Critical Incident Reporting guidelines. These include Category One incidents that have resulted in a serious outcome, such as a client death or severe trauma or; Category Two incidents which involve events that threaten the health, safety and/or wellbeing of clients or staff.

- Kids Under Cover require the provision of an all hours emergency contact number in case a critical incident occurs out of hours and rapid contact is required with the partnering CSO. See page 13 for supply of details.
- B.2.4 If a CSO wishes to cease their membership with Kids Under Cover or is not able to meet its obligations for ongoing membership, then the CSO must inform the Kids Under Cover National Program Manager in writing.
- B.2.5 The CSO will apply to Kids Under Cover for the construction of a studio in accordance with the process detailed in **Part C** (Studio Construction Process)
- B.2.6 The CSO must have appropriate Public Liability insurances in place. Minimum coverage is \$10 million.

B.3 Subject of this MOU

The subject of this MOU is the provision of a one or two bedroom studio to the client of the applying CSO. In the instance of an application being successful Kids Under Cover will provide:

- B.3.1 a demountable/relocatable one or two bedroom studio with ensuite;
- B.3.2 a guarantee all building regulations and approvals and final inspections have been undertaken with respect to all applicable building codes, regulations, permits and requirements;
- B.3.3 project management of the installation process;
- B.3.4 ongoing consultation with the CSO and family in regard to the timeline and build process for the studio installation;
- B.3.5 maintenance and repair of studios identified in the monitoring process;
- B.3.6 access to the Kids Under Cover Scholarship Program for young people involved in the studio program and their siblings; and
- B.3.7 relocation of the studio at the end of the placement in as timely a manner as possible.

B.4 Ownership of Studio

Any studio that is the subject of a Studio Agreement remains the property of Kids Under Cover or the property of Kids Under Cover and DHHS as the case may be. The studio will be registered with the Personal Properties Securities Register to ensure Kids Under Cover retains legal ownership of the studio at all times.

B.5 CSO Responsibility within the Studio Program

- B.5.1 Within the case work period or whilst the CSO provides ongoing support of any nature to the young person and/or family, the CSO is responsible for notifying Kids Under Cover in writing if the studio is being used for any purpose other than the accommodation of the person identified in the Studio Agreement or if the studio is vacated for a period of more than 30 days for any reason whatsoever.
- B.5.2 If there is a specific time limit on case management of the young person in the studio the CSO must notify Kids Under Cover of the anticipated expiry date of

the case management. The CSO is required to provide Kids Under Cover with a report of progress to date of the case at the end of the case management period. If the support period ceases prior to the installation of the studio, CSO engagement with the family must be maintained until the studio installation process is complete.

- B.5.3 The CSO may be responsible for obtaining the carer's consent, where it is required, for Kids Under Cover or its Agent to enter the Land.

B.6 Reporting

- B.6.1 Kids Under Cover will run annual evaluation and reporting. The CSO is required to participate in this evaluation process as it pertains to engagement with the client. Evaluation reports relate to occupancy and outcomes and may be in the form of surveys, questionnaires and interviews. Kids Under Cover appreciates that case work may have ceased in many cases but may still request any information the CSO may be aware of in relation to the outcomes of the studio and client.
- B.6.2 The CSO is responsible for promptly notifying Kids Under Cover of any changes in the CSO staff involved in managing the studio placement. This is to ensure there is a current contact for Kids Under Cover if the necessity arises. It is the responsibility of the CSO to familiarise new workers with the broad intent and CSO responsibilities of the Kids Under Cover Studio Program. Kids Under Cover remains available to explain the program to staff or a number of CSO's at a convenient time to both parties.
- B.6.3 During the case work contact period or the extended care period the CSO is responsible for notifying Kids Under Cover in writing if a young person vacates the studio. Re-occupation of the studio by another young person must not occur without the prior consent of Kids Under Cover or DHHS (in the case of Child Protection clients).
- B.6.4 Whenever the carer reports anything to the CSO under the Studio Agreement relevant to the studio program, the CSO must promptly notify Kids Under Cover of that report. E.g. Wilful damage or maintenance issues.

B.7 Property Condition

- B.7.1 Physical inspection of the studio by the Kids Under Cover appointed contractor to assess the studio condition will occur every two years. The Kids Under Cover contractor will initiate this inspection with the carer. In the event Kids Under Cover has serious safety concerns regarding access to the property the Kids Under Cover may approach the CSO for attendance at the property at the time of monitoring.
- B.7.2 If, during the case work period or the period of extended contact with the studio occupant, the CSO is notified or notices any damage that affects, or may affect, the structural soundness of the studio or safety of the occupant, the CSO must notify Kids Under Cover immediately.
- B.7.3 Kids Under Cover will provide appropriate maintenance of all major items in the studio through the studio monitoring program. Minor maintenance items such

as the replacement of light bulbs and smoke detector batteries are the responsibility of the carer.

B.8 Wilful Damage

The parties (CSO & Kids Under Cover) acknowledge the carer is responsible for any costs associated with wilful damage to the studio, its fixtures and fittings. Where wilful damage is found the carer will be responsible for payment of remedial work, a payment plan may be negotiated in certain circumstances.

B.9 Supervision

Appropriate supervision of the occupant and the use of the studio is the responsibility of, and must be undertaken by the carer. **Kids Under Cover does not accept responsibility for the occupant's actions. Kids Under Cover is not responsible for critical incidents relating to the behaviour of the client within the studio or lack of supervision by the carer that may lead to injury or death arising from, or connected with, a failure by the carer to appropriately supervise the occupant or the use of the studio. Any critical incident as defined above must be reported to Kids Under Cover as soon as practicable.**

B.10 Relocation

- B.10.1 Kids Under Cover will remove the studio at the termination of the period of need or as determined by Kids Under Cover in the case of a breakdown in use and supervision of the studio. This removal is done at no cost to the CSO or carer.
- B.10.2 The CSO acknowledges Kids Under Cover's right to remove the studio under the Studio Agreement if the carer fails to comply with the terms of the studio Agreement. The carer will be given 30 days' notice of removal.

B.11 Notices

- B.11.1 Except as otherwise provided, any notice or other communication given or made under the MOU (inclusive):
 - (a) must be in writing, and will be receipted once received by Kids Under Cover;
 - (b) must be delivered to the intended recipient by post (registered mail) or by email or by hand to the business address identified in, the Memorandum of Understanding;
 - (c) will be taken to be made in the case of email, if sent without receiving a delivery failure email, and
 - (d) in the case of delivery by post, 5 business days after the date of posting.

B.12 Annual Requirements

The CSO is to:

- B.12.1 provide Kids Under Cover with a copy of their annual report each year;
- B.12.2 remain a member of Kids Under Cover and confirm that it remains eligible for Kids Under Cover membership by providing necessary documentation; and
- B.12.3 provide evidence the CSO continues to meet DHHS Performance Standards, including child safe standards.

B.13 Studio Agreement with Carer

This Memorandum of Understanding must be read in conjunction with the Studio Agreement provided to the carer/client. The Studio Agreement is included in this documentation and should be read carefully to explain to the carer/client the legal responsibilities involved in the provision of a studio, particularly in relation to ownership and property access.



Studio Program

Part C

Studio Application and Construction Process

Part C Studio Application and Construction Process

C.1 Studio description

Type 4SB One bedroom with bathroom

Type 6.5SB Two bedrooms with bathroom



Example: Type 6.5SB Studio

All Kids Under Cover studios include a security door, window and floor furnishings, flywire screens, smoke alarm, external light and are painted inside and out prior to occupancy. Steps or other external features are provided where necessary.

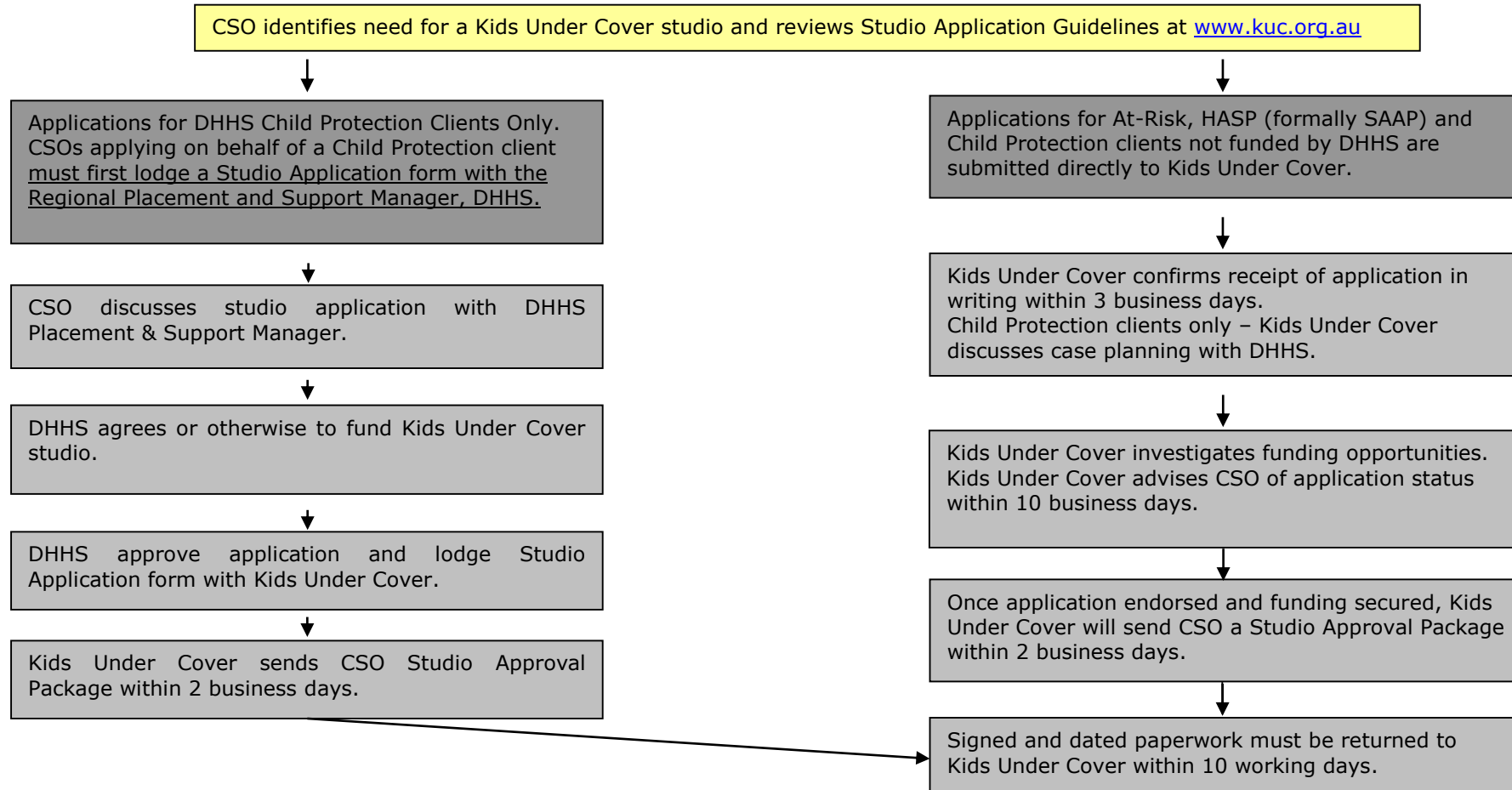
Bathroom fixtures include a toilet, hand basin, mirror and shower.

An independent Building Agent conducts a post construction inspection and provides Kids Under Cover with a Certificate of Practical Completion.



Part C Studio Application and Construction Process

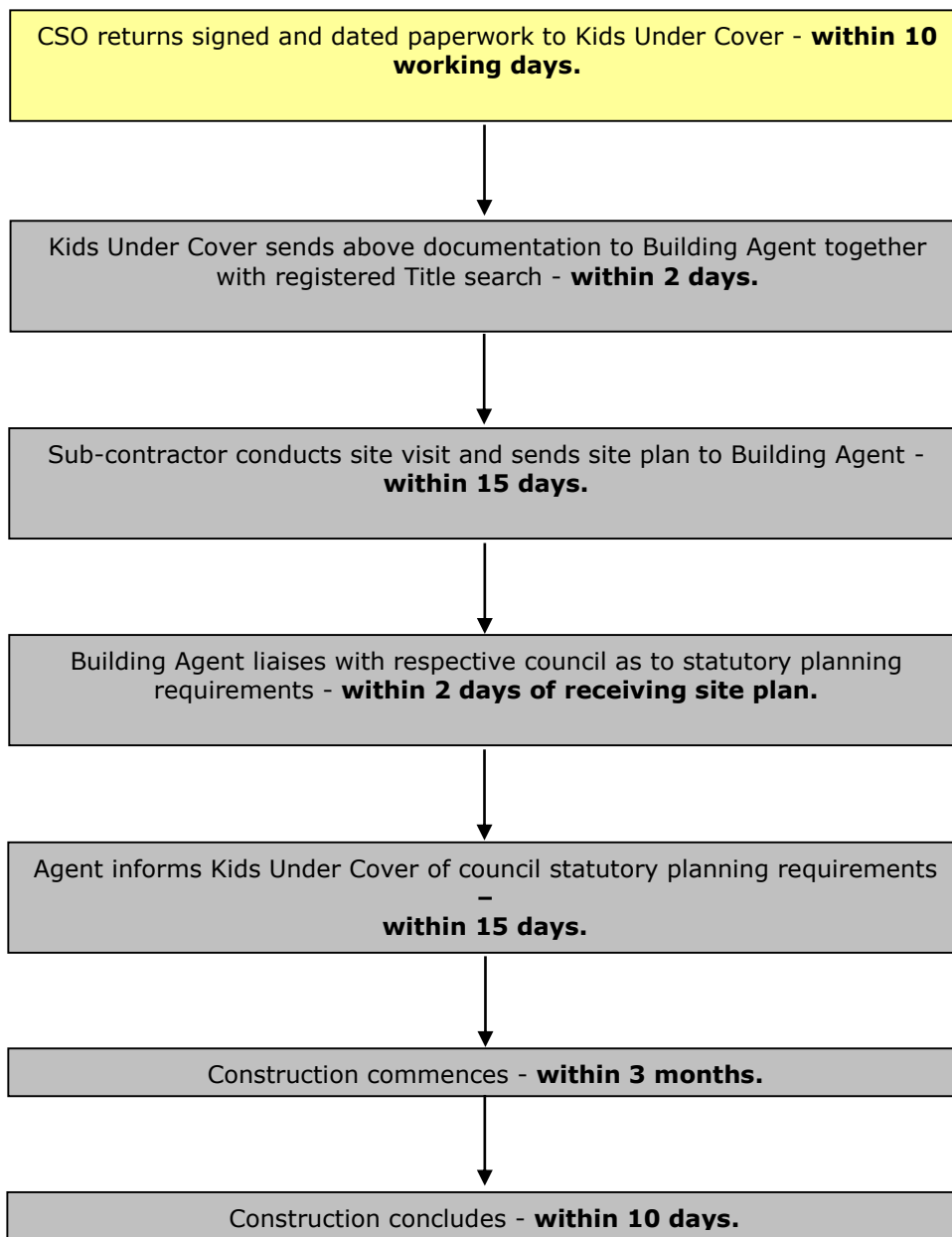
C.2 Studio application process chart





Part C Application and Construction Process

C.3 Studio construction process chart



Timelines are Kids Under Cover Key Performance Indicators. However, unavoidable council and construction delays may occur which are beyond Kids Under Cover’s control. Any delays will be communicated to the CSO and/or client.



Terms of Memorandum of Understanding

The terms of this Memorandum of Understanding shall remain current until such time as the placement of the client in the studio ceases or Kids Under Cover decides for any reason the studio is no longer required or being utilised for the purpose intended or there is a breach of the carer agreement.

Declaration

On behalf of the Community Service Organisation below, I declare that I have read Parts A, B and C of the Kids Under Cover Studio Program Memorandum of Understanding and understand and accept all the information therein. The Community Service Organisation below agrees to abide by the Kids Under Cover Studio Program Memorandum of Understanding.

Community Service Organisation:

Head Office Contact Details:

Address:

.....Postcode:

Postal Address: Postcode:

Telephone:Facsimile:

Email: Website:

Person signing must hold a position equivalent to, or higher than, the CEO and have the authority to bind the organisation to the Memorandum of Understanding.

Name, title and signature of most senior representative of the Community Service Organisation:

Name: _____ (please print)

Title: _____

Signature: _____ Date:/...../.....

Member CSO Emergency Contact Details

1. Contact: Position:

Mobile:

2. Contact: Position:

Mobile: