

# FOSTER CARE AGREEMENT

The Fostering Services Regulations 2011 and Schedule 5 Regulation 27 (5)(b) (England)

|       |  |
|-------|--|
| Date: |  |
|-------|--|

## THIS IS AN AGREEMENT BETWEEN

|   |  |
|---|--|
| Name(s) of foster carer (s)<br>(referred to as 'the carer/s') |  |
| Address   |  |
| Tel No.   |  |
| Email   |  |

and

## NUTURE FOSTERING LTD

|                              |  |
|------------------------------|--|
| Address                      | 340 Lewisham High Street<br>London<br>SE13 6LE |
| Tel No.                      | 020 8690 9012                                  |
| Fax No.                      | 020 8690 9015                                  |
| Email                        | info@nurturefostering.co.uk                    |
| Contact at Nurture Fostering | Registered Manager                             |

|                          |  |
|--------------------------|--|
| Date of initial approval |  |
| Terms of approval        | No of Children:<br>Gender:<br>Age range: |

|  |                                |
|--|--------------------------------|
|  | Any other approval conditions: |
|--|--------------------------------|

|                              |  |
|------------------------------|--|
| Subsequent re-approval date  |  |
| Subsequent Terms of Approval |  |

Note: This foster care agreement should be renewed whenever the approval criteria changes.

## Care of the Child

| Nurture Fostering Ltd agrees to |  |
|---------------------------------|--|
|                                 | <ul style="list-style-type: none"> <li><input type="checkbox"/> abide by any legislative requirements and in the spirit and intentions outlined in the Children Act 1989, National Minimum Standards and Fostering Services Regulations 2011(England) and any other legislation relevant to the child.</li> <li><input type="checkbox"/> arrange a meeting to discuss the placement plan for each child to agree the arrangements and expectations in connection with each child placed with the carer and ensure that all relevant information about the child is provided to the foster carer including education and health information.</li> <li><input type="checkbox"/> ensure that foster carers are informed of any concerns about the placement to try to prevent the placement from ending prematurely or in an unplanned way.</li> <li><input type="checkbox"/> use its best endeavours to assist the foster carer in obtaining consent from the responsible local authority (in the event of a child needing a general anaesthetic or other medical treatment).</li> <li><input type="checkbox"/> arrange participation events for young people and children who foster.</li> </ul>  |
| The carer/s agree to            |  |
|                                 | <ul style="list-style-type: none"> <li><input type="checkbox"/> abide by any legislative requirements and in the spirit and intentions outlined in the Children Act 1989, National Minimum Standards and Fostering Services Regulations 2011(England) and any other legislation relevant to the child.</li> <li><input type="checkbox"/> discuss the progress of a placement with Nurture Fostering and ask for any additional support they need so as to avoid a crisis or breakdown in the placement.</li> <li><input type="checkbox"/> care for any child placed with them as if they were a member of their own family and to promote the child's welfare having regard to the responsible local authority's short and long-term arrangements for the child, and to have the regard for Nurture Fostering's safe caring policy and that of the foster family.</li> <li><input type="checkbox"/> participate fully in placement planning meetings and subsequent statutory Looked After Child reviews. To comply fully with the terms of any placement plan.</li> <li><input type="checkbox"/> to comply with any expectations in regard to 'delegated authority' which have been agreed with the local authority.</li> <li><input type="checkbox"/> help the child to practise their religion, follow their cultural traditions, speak their first language and understand their family history.</li> <li><input type="checkbox"/> accept that they will promote contact with the child's family and significant others where it is in accordance with the care plan and undertake reasonable transportation of the child to facilitate this. In the event that there is concern about the negative effect of contact for the child to discuss this with the child's social worker.</li> <li><input type="checkbox"/> take placed children on family holidays unless otherwise agreed or requested.</li> <li><input type="checkbox"/> promote the emotional and physical health of any child in placement and ensure that all health appointments for the child are kept.</li> <li><input type="checkbox"/> seek consent from the responsible local authority (in the event of a child needing a general anaesthetic or other medical treatment).</li> <li><input type="checkbox"/> promote the educational opportunities for any child in placement. Attend any relevant educational meetings such as personal education planning meetings, consultation meetings or parents evenings</li> <li><input type="checkbox"/> not administer corporal or any other forms of unacceptable punishment to any child placed with them. Endeavour to promote acceptable behaviours by positive means.</li> <li><input type="checkbox"/> comply with any behaviour management plan which has been agreed for the child in placement.</li> </ul> |

- follow Nurture Fostering policies in relation to the reporting of any child missing from the foster home without permission.
- in the event of a child or young person being arrested by the Police, ensure that the responsible local authority is informed immediately, request that it provides an appropriate adult and a solicitor to attend before the young person is interviewed, in accordance with their rights under the Police and Criminal Evidence Act 1984, and notify Nurture Fostering.
- not end any child's placement without first giving Nurture Fostering and the responsible local authority 28 days' notice of their intention to do so, except in discussion with Nurture Fostering and where there is good reason to do so.
- encourage participation in events, activity days, residential weekends as appropriate for LAC and birth children organised by Nurture Fostering Ltd .

## Safeguarding

### Nurture Fostering Ltd agrees to

- work in accordance with its safeguarding procedures, which are designed to safeguard children placed with foster carers from abuse or neglect, and set out the procedure to be followed in the event of any allegation of abuse or neglect
- provide a copy to the foster carer

### The carer/s agree to

- work in accordance with Nurture Fostering Ltd safeguarding procedures.
- not allow any unsupervised access to any child in placement by strangers to the household or to leave them in the sole charge of any visitor to the household without prior agreement of Nurture Fostering Ltd and the responsible local authority.

## Support and Training

### Nurture Fostering Ltd agrees to

- support the carer/s through provision of supervising social worker visits, telephone contact Nurture Fostering Ltd , support groups and 24hr emergency support.
- assist foster carers and young people where necessary to attend support groups and participation groups.
- provide an annual learning & development programme and take steps to ensure that the arrangements are as flexible as possible.
- complete an annual PDP with foster carers outlining their learning needs.
- actively seek appropriate placements for foster carers and liaise with local authorities on their behalf.
- pay membership fees for The Fostering Network.

- comply with expectation of achieving the Training, Support and Development Induction standards within the first year of fostering.
- comply with Nurture Fostering Ltd expectation that carers will undertake all learning and development as outlined in their annual PDP, post approval, and attend all core courses provided by Nurture Fostering.
- use their best endeavours to attend support groups and other learning opportunities including on-line learning.
- to provide their e-mail address to Nurture Fostering Ltd training co-ordinator so that relevant materials/updates/ information on learning and training can be sent to them.

## Foster Carer Reviews

### Nurture Fostering Ltd agrees to

- conduct an annual review in conjunction with the carer/s.
- The 1<sup>st</sup> review will be considered by Nurture Fostering Ltd fostering panel and will focus on the foster carers rather than any specific placement.
- Subsequent reviews will be chaired by an independent fostering reviewing officer.
- The reviews will include discussion on learning needs and attendance on training courses. Copies of the review will be made available to the carer/s and they may be invited to attend the panel meeting/review.

### The carer/s agree to

- participate in annual foster carer reviews including updating of health and safety checklist.
- Co-operate with three yearly Disclosure and Barring Service enhanced checks.

- Co-operate with annual medicals (or more often dependent on the advice of the GP or medical adviser).

## Confidentiality

### Nurture Fostering Ltd agrees to

- undertake to protect confidential information and not share it inappropriately with external agencies.

### The carer/s agree to

- Any confidential information on computer and other records held by Nurture Fostering Ltd falling under data protection legislation, including foster carer assessments, reviews, references and checks, being divulged to responsible local authorities in order for those authorities to make decisions on suitable placements.
- ensure that any information relating to a child placed with them, to the child's family or to any other person, which has been given to them in confidence in connection with a placement is kept strictly confidential and not disclosed to any person without the consent of the fostering service provider..
- Keep information on computer about LAC password protected & deleted when child moves.
- ensure that all written records concerning the child placed, are kept securely in a locked cabinet.
- give an undertaking not to discuss Nurture Fostering Ltd business, or matters concerning any child cared for or previously cared for by Nurture Fostering Ltd with any member of the press or media, and to refer any approach to the registered manager of Nurture Fostering.

## Finance

### Nurture Fostering Ltd agrees to

- pay the carer/s a fostering allowance in accordance with Nurture Fostering Ltd prevailing rates, fortnightly in arrears which will be paid by direct debit into a bank account nominated by the carer/s. The fostering allowance is intended to cover care for the child as outlined in the attached schedule.
- only make payments to carers whilst children are in placement with them or when they are with a relief carer.

### The carer/s agree to

- use the money provided for the child in line with the guidance provided in Nurture Fostering Ltd guidance including:
  - a) maintaining a savings account for the child and a record of its use.
  - b) maintaining records of any DLA received for the child and its use.
  - c) keep a record & keep receipts of expenditure on a child's clothing & leisure activities.

## Insurances

### Nurture Fostering Ltd agrees to

- where no other insurances exist, provide All Risks and Public Liability insurance cover and legal expenses cover up to £100,000.
- pay for membership of Fostering Network for each carer to cover initial legal advice for foster carer.

### The carer/s agree to

- Take out adequate insurance protection, both for their home and all motor vehicles they use including for business use (motor vehicles). Inform, in writing, their own insurance company that they are fostering with Nurture Fostering Ltd and request written confirmation from the company that the fostered children will be considered members of the household.

## Complaints

### Nurture Fostering Ltd agrees to

- Inform all carers of arrangements for making complaints or representations, concerning any area of Nurture Fostering Ltd organisation or services.

### The carer/s agree to

- ensure that children placed with them are made aware and have access to Nurture Fostering Ltd children's complaints procedures and that any complaints or representations are passed to Nurture Fostering Ltd Managing Director.

## Recording & Communications

### Nurture Fostering Ltd agrees to

- provide a Children's Information File for each child in placement.
- provide a professional information folder for each carer household.
- provide training around record keeping and recording.

### The carer/s agree to

- provide access to a computer, with internet access for their and their foster children's use.
- receive & send information securely and electronically to Nurture Fostering.
- complete and maintain up to date recording as required.
- Utilise any and all software as directed by Nurture Fostering.

## Working in Partnership

### Nurture Fostering Ltd agrees to

- work in accordance with its policies, and practice guidance and provide copies to foster carers.
- And in particular provide the carers with a written policy on acceptable measures of control, restraint and discipline
- And in addition provide the carers with a written procedure to be followed if a child is missing from the foster home without permission.

### The carer/s agree to

- work in accordance with Nurture Fostering Ltd fostering policies and practice guidance.
- Inform Nurture Fostering Ltd without delay orally and in writing as soon as possible thereafter of:
  - a) any intended change of address
  - b) any change in the composition of the household.
  - c) any other change in the foster carers personal circumstances and any other event affecting their capacity to care for any child placed or the suitability of the household.
  - d) significant changes to the foster carer's health
  - e) any involvement with the police by anyone in the household and declare any charges or cautions made against any member of the fostering household immediately to Nurture Fostering Ltd
  - f) any adult who stays in the foster carer's home overnight preferably in advance
  - g) anyone else in the circle of foster carer's friends and family who have regular and significant contact with children in placement
  - h) any request or application to adopt children, or for registration as an early years provider or later years provider under Part3 of the Childcare Act 2006.
- To co-operate as reasonably required with the Chief Inspector (Ofsted) and in particular to allow a person authorised by the Chief Inspector to interview the foster carer and visit their home at any reasonable time.
- notify the responsible local authority and Nurture Fostering Ltd immediately by telephone, of any illness, accidents or significant occurrence affecting the child placed with them and complete relevant written notification immediately.
- allow any child placed to be removed by a representative of the responsible local authority should the authority deem that the placement is no longer suitable. Use their best endeavours not to allow any person without authority to remove any child from their care.
- abide by Nurture Fostering Ltd Conflict of Interest Policy and not to join another agency (either local authority or independent) whilst any foster children are in placement with Nurture Fostering, unless arrangements for the continuing management of such placements are made to the satisfaction of both the placing authority and Nurture Fostering.
- inform Nurture Fostering Ltd in writing when considering a move to another agency (either local authority or independent) and not to commence any arrangements for assessment by another agency before such notice is given.
- the Form F assessment carried out by Nurture Fostering Ltd remaining the property of Nurture Fostering, and not passing it on to any other agency without the prior agreement of Nurture Fostering.

## Standard Care Allowances

| Allowances Breakdown | Description  |
|----------------------|--|
| 1. Foster Care       | <ul style="list-style-type: none"> <li><input type="checkbox"/> 24 hour supervised care and accommodation of the child/ren</li> <li><input type="checkbox"/> Food including lunch at school and any special dietary needs.</li> <li><input type="checkbox"/> Clothing, including sports and leisure</li> <li><input type="checkbox"/> General day to day travel</li> <li><input type="checkbox"/> Reasonable school transport costs- unescorted or supervised – as per limits agreed in local contract.</li> <li><input type="checkbox"/> Local school outings and visits</li> <li><input type="checkbox"/> Leisure activities, local recreational visits and/or pursuits including materials for hobbies and tuition costs</li> <li><input type="checkbox"/> Cultural, ethnic, religious and spiritual belief/needs including bibles and prayer mats</li> <li><input type="checkbox"/> Pocket money</li> <li><input type="checkbox"/> Telephone calls (local and national) to family, and/or significant others including social services – as per limits agreed in IPA</li> <li><input type="checkbox"/> Toiletries and skin care products</li> <li><input type="checkbox"/> Hair care (cutting and products)</li> <li><input type="checkbox"/> Facilitating attendance at support groups and advocacy forums for the young person</li> <li><input type="checkbox"/> Support in attending health care appointments, educational appointments, and statutory reviews</li> <li><input type="checkbox"/> Child's reasonable travel costs to and from visits to family- as per limits agreed in local contract.</li> <li><input type="checkbox"/> Court attendance costs – local court (child's and carer's travel costs and time)</li> <li><input type="checkbox"/> Reasonable escort duties – as per limits agreed in local contract.</li> <li><input type="checkbox"/> Cost of spectacles and contact lenses in excess of Nurture Fostering Ltd special payment</li> <li><input type="checkbox"/> Facilitating pre-placement/planning/review meetings per child</li> <li><input type="checkbox"/> Contribution to initial food and clothing</li> <li><input type="checkbox"/> Costs of necessary and agreed playgroup/nursery in excess of Nurture Fostering Ltd special payments</li> <li><input type="checkbox"/> Purchase/replacement of basic equipment/furnishings and furniture.</li> <li><input type="checkbox"/> Cost of utilities and other expenses associated with the home</li> </ul> |
| 2. Events            | <ul style="list-style-type: none"> <li><input type="checkbox"/> Holidays (in or out of the UK)</li> <li><input type="checkbox"/> Festival</li> <li><input type="checkbox"/> Birthdays</li> </ul>   |

## Declaration

Both parties agree to abide by the terms of this foster care agreement:

SIGNED FOR AND ON BEHALF OF NUTURE FOSTERING LTD:

|                     |  |  |
|---------------------|--|--|
| Signature           |  |  |
| Print Name          |  |  |
| Position in Company |  |  |
| Date                |  |  |

SIGNED BY FOSTER CARER/S:

|                    |  |  |
|--------------------|--|--|
| Signature Carer 1  |  |  |
| Print Name Carer 1 |  |  |
| Signature Carer 2  |  |  |
| Print Name Carer 2 |  |  |
| Address            |  |  |
| Date               |  |  |