Foster Carer Agreement

The Foster Care Agreement –Schedule 5 of the Fostering Service Regulations 2011.

This agreement is made in accordance with the provisions of the Children Act 1989 and the Fostering Regulations 2011 and is required to be entered into by law. The purpose is the statutory regulation of the care of foster children and does not constitute a legally binding contract of service or a contract for services.

The Foster Care Agreement provides the foster carers with important information regarding support and services available to them and the role and responsibilities of the department. The agreement also sets out the specific obligations, which foster carer(s) must undertake.

**1. Terms of Approval**

**Name of Foster Carer (s)**:

**Address of Foster Carer(s)**

Has/have been approved as foster carers for Sandwell Children’s Trust – Fostering Team

On:

By: Chief Executive of Sandwell Children’s Trust

Agency Decision maker: Kate Mullinder

For the placement of

|  |  |
| --- | --- |
| Number of children/young people |  |
| Age range |  |
| Gender |  |
| Approval status  |  |

**2. Support and Training.**

* 1. **Support.**

The Trust agrees to provide the following

Provide a foster carers handbook via the internet which will include information on the following:

* The Trust’s Equal Opportunities Policy.
* The procedure to be followed in the event of any allegation of abuse or neglect against a foster carer.
* Independent support available - Foster Talk
* Acceptable measures of control, restraint and discipline of children placed with a foster parent.
* Children missing from placement.
* Supervision and support from a qualified and suitably experienced social worker, at a minimum frequency of every 8 weeks, in line with the fostering supervision policy;
* Frequent visits and regular telephone contact from your Supervising Social Worker;
* Liaison with the child’s social worker, duty worker and line managers in relation to any problems or concerns foster carer’s may have at any time during office hours.
* Liaison with professional colleagues from the Health Services and Education Department;
* Provide appropriate support after placement breakdown
* Record keeping for Foster Carers.

The Trust will provide essential information and LAC documentation within the legal requirements, this information to be kept and stored by Foster Carers securely and confidentially.

**2.2. Financial Support**

The Trust will pay a weekly amount usually referred to as the fostering allowance. The sums are based on the Fostering Network recommended rates which are to cover the daily needs of children and young people, including food, clothing, personal care, household costs and travel.

Foster Carers are paid on a fortnightly basis- up to two weeks in arrears and based on overnight stays.

Detailed information about fostering allowances and the payment for skills scheme are found in the Foster Carer Handbook Additional information can be access through your Supervising Social Worker.

Foster Carers in receipt of fees in relation to children placed are classed as self-employed and are therefore liable for National Insurance Contributions and payment of tax to the Inland Revenue. There is guidance in the Foster Carer Handbook relating to this.

The Trust will issue an annual statement of fees and monies paid together with details of placements made.

Reimbursement of any costs incurred by foster carers in respect of any child/young person shall be prompt, if appropriate payment should be made in advance.

**2.3. Training**

All foster carers approved by Sandwell Children’s Trust, with the exception of relatives or friends approved for a specific placement(s), will have successfully completed an approved training course provided by the Trust.

Fostering is a difficult and demanding task and the Trust is committed to the development of foster carers through relevant and accessible training opportunities.

The Trust will provide ongoing post approval training in relation to key subject areas and topics and has a clear expectation that foster carers will attend training events in order to promote their development. It is a requirement that carers attend face to face training as well as undertaking on-line training throughout the year and that they complete their TSD portfolio as part of their ongoing development.

Your training needs will be explored during supervision with your fostering social worker and when your annual review takes place.

## 3. Foster Carer reviews

In accordance with the fostering Service Regulations 2011, the review of approval of foster carers will take place 12 months after approval, and at intervals of not more that a year. All first reviews will be present to Fostering Panel.

Additional reviews may be completed as a consequence of:

1. A very serious or significant event in the life of a foster family, raising questions about suitability or capacity to foster;
2. A serious complaint or allegation of abuse;
3. A proposed significant change in terms of approval.

Reviews will be based on wide ranging consultations and will take into account the views of relevant people involved with the placements which have been made during the review period.

The review will focus on the skills of the foster carer and consider the welfare of children in placement and those who are going to be placed.

The Fostering Panel will consider the review report. A recommendation will be made and forwarded to the agency decision maker for ratification.

Foster carers will receive notification in writing of any proposal to terminate or revise terms of their approval with reasons and receive an invitation to submit any representation within 28 days of the date of notice.

The content of the Annual Review Report is shared with foster carers.

Foster carer reviews are formal meetings chaired by an independent reviewing officer.

Where on review the Trust are no longer satisfied: -

1. That the foster carer and his/her household are not suitable, they shall terminate the approval from a date to specified to the foster carer(s)
2. Where a foster carer(s) notifies the Trust that they no longer wish to act as foster carer(s) the Trust will terminate approval 28 days from the date of written notification.

**4. Placement of Children/Young People**

The primary purpose of any foster placement for a child/young person is to promote and safeguard his/her physical and emotional welfare. All children in foster care must be protected from all forms of abuse, neglect, exploitation and deprivation.

The Fostering Regulations 2011 require agencies to provide foster carers with relevant background information about any child/young person to be placed so that there can be an effective partnership between the child/young person, birth family, Sandwell Children’s Trust and foster carers.

For all children/young people placed with foster carers a written foster placement agreement is to be completed, (using the Part 1 LAC forms and the placement plan forms). The information will cover: -

* The Care Plan for the child/young person,
* Arrangements for the child to have contact with his/her parents and other persons.
* The child/young person’s personal history, religious persuasion, cultural, linguistic background and racial origin.
* The health needs of the child/young person and health surveillance arrangements and appropriate arrangements for the delegation of responsibility for consent to the medical or dental examination or treatment of the child.
* The educational needs of the child/young person.
* Any needs arising from any disability the child may have.
* Arrangements for the financial support of the child/young person during the placement.
* The circumstances in which it’s necessary to obtain in advance the approval of the responsible authority for the child to take part in school trips, or to stay overnight away from the parents’ home or to live temporarily away from the foster carers home.
* The arrangements for visits to the child by the social worker for the child in connection with the supervision of the placement visits and the review. The visits would include seeing the child alone and viewing the child’s sleeping arrangements
* The arrangements for visits by the fostering social worker in connection with the supervision of the foster home visits and on occasion (at least once a year) and at reasonable times make unannounced visits to the foster placement.

**5. Legal Liabilities and Insurance cover during the placement.**

Sandwell Children’s Trust carries insurance cover for claims by foster carers arising from loss or damage by the actions of children/young people placed with them. Details of the Trust’s insurance policy and procedures are provided within the Foster Carers Handbook under “Guide to Insurance implications and arrangements issued by the Trust’s risk Management”

Foster carer’s transporting children in their own vehicles must ensure that there is proper and adequate insurance cover, current MOT and tax and is in roadworthy and safe condition and that all drivers have a valid driving licence if using the motor vehicle.

Ensure that the child/young person is provided with a safe environment and safe equipment.

If they are unsure as to their own insurance cover they should contact their insurance brokers.

**6. Representations/Complaints**

The Trust recognise the right of foster carers to make representations or complaints.

A foster carer wishing to make any complaint or representation regarding any aspect of the fostering service should first seek to discuss the matter with their fostering worker or Team Manager. If they are unable to resolve the matter a written request should be made to meet with the Team Manager in Fostering team. If the foster carer remains dissatisfied with the outcome, they will have access to the complaints procedure.

**7. Obligations of Foster Carer(s)**

#### 7.1. To give immediate notice and full written notice to the Trust of:

1. Any intended change of address:
2. Any change of composition of my/our household.
3. Any change in my/personal circumstances and any other event affecting either my/our capacity to care for any child placed or the suitability of his household
4. Any request or application made by me/us or any member of my/our household to adopt children or for registration for child minding or day care.
	1. Agree to care for any child/young person placed with me/us as if he/she were a member of my/our family and to promote his/her welfare having regard to the short and long-term plans for the future of the child/young person.
	2. Actively encourage a child’s knowledge and experience of his/her religious cultural and linguistic background and racial origin.
	3. Not change the child’s name or allow the child/young person to refer to me as their parent i.e. mum or dad.
	4. Make no changes to the arrangements for school or contact arrangements without the consent of Sandwell Children’s Trust and to understand that parents and other people significant to a child/young person fostered will be given my/our telephone number to facilitate contact between the child and family and friends although Sandwell Children’s Trust agrees that this will not be done if such contact poses a risk to the child or my/our family.
	5. Not administer corporal punishment to any child/young person placed with me/us including slapping, pinching, squeezing, shaking throwing missiles and rough handling and not deprive the child of food or drink.
	6. Comply with the terms of any foster placement agreement of the Fostering Services Regulations 2011) in relation to a child/young person placed with me/us.
	7. Notify Sandwell Children’s Trust immediately of any significant event affecting a child/young person e.g. serious illness, serious accident, absconding, missing without authorisation, known or suspected involvement of child/young person in committing an offence, known or suspected involvement of child/young person in prostitution, any serious incident relating to a child/young person which necessitates the Police being called to my/our home.
	8. Agree to the removal of a child/young person from my/our care if in the view of the Trustor, the Trust/ Local Authority area in which I/We reside, continuation of the placement would be detrimental to his/her welfare.
	9. Allow any person authorised by Sandwell Children’s Trust, or the National Care Standards Commission to visit and interview any child/young person placed with me/us at any reasonable time.
	10. Ensure that any information relating to a child/young person is kept confidential and is not disclosed to any person without the consent of the Trust
	11. Maintain a record of significant events in the life of a child/young person during his/her placement with me/us.
	12. Agree to attend any significant meetings in relation to a child/young person e.g. planning meetings, statutory reviews, permanency planning meetings, life appreciation days, disruption meetings and matching meetings.
	13. Transport and accompany a child/young person to school, GP or other health appointments, dental appointments, contact with birth relatives unless there is aclear reason why it would be impracticable or inappropriate for me/us to do so.
	14. Inform Sandwell Children’s Trust of changes, progress or problems with the placement of a child/young person and to agree to work towards planned endings for children/young people and avoid immediate disruptions of a placement unless it would seriously put at risk the child/young person or other members of the household not to do so
	15. Comply with all policies and procedures issued by the Trust in relation to child protection, managing behaviour, unauthorised absences and allegations of abuse and complaints.
	16. Agree to comply with the Trust’s requirements regarding the administration and recording of fostering allowances and agree to promptly notify and repay any overpayment of allowances (where applicable).
	17. Agree that I/We will not resign from Sandwell Children’s Trust to join another fostering service provider (another Trust, voluntary or independent), while there are fostered children/young people in placement unless and until arrangements for the continued support of the placement(s) have been agreed to the satisfaction of Sandwell Children’s Trust and the fostering service to whom transfer is proposed. If in the event of it not being possible to reach agreement then I/We agree to remain with Sandwell Children’s Trust until either the relevant placement of a child/young person has ended or until agreement between all parties becomes possible, whichever is earlier.
	18. Agree that no assessment by another fostering service provider (another Trust, voluntary or independent) will commence until notice has been given in writing to the Trust of my/our intentions.

**Foster Carer Agreement**

Signed:

(Mr/Mrs/Ms/Miss). ……………………………….

 Foster Carer

(Mr/Mrs/Ms/Miss) ……………………………….

 Foster Carer

Date: …………………………….

**For and on behalf of Sandwell Children’s Trust.**

Signature:



Name: Kate Mullinder

Designation: Agency Decision Maker

Date:

1 copy to be retained by Foster Carers

1 Copy to be retained on Foster Carer’s file