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

| **Date** |  |
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**This is an agreement between**

| **Name(s) of Foster Carer(s)** |  |
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| **Address** |  |
| **Telephone** |  |
| **Email** |  |

**and Swindon Borough Council**

| **Date of initial approval** |  |
| --- | --- |
| **Terms of approval** |  |
| **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**

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| **SBC agrees to**  | **The carer(s) agree to**  |
| * 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.
* 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.
* 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.
* Clarify the issue of Delegated Authority to ensure that day to day decisions can be made in the child/children’s best interests.
 | * 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.
* Discuss the progress of a placement with SBC Fostering Service and ask for any additional support needed so as to avoid a crisis in the placement.
* 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 regard for SBC Fostering Service’s safe caring policy and that of the foster family.
* To support and encourage children placed to develop age appropriate independence skills to prepare them for adult life.
* Participate fully in placement planning meetings and subsequent statutory Looked After Child reviews. To comply fully with the terms of any placement plan.
* To comply with any expectations in regard to ‘delegated authority’ agreed at the placement planning meeting.
* Help the child to practise their religion, follow their cultural traditions, speak their first language and understand their family history.
* Accept the promotion of 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.
* Take placed children on family holidays
* Promote the emotional and physical health of any child in placement and ensure that all health appointments for the child are kept.
* Seek consent from the child’s social worker (in the event of a child needing a general anaesthetic or other medical treatment).
* Promote the educational opportunities for any child in placement. Attend any relevant educational meetings such as personal education planning meetings or consultation meetings including children’s productions and other school events.
* Not administer corporal or any other forms of unacceptable punishment to any child placed with them. Endeavour to promote acceptable behaviours by positive means.
* Comply with any behaviour management plan which has been agreed for the child in placement.
* Follow the local protocol in relation to the reporting of any child missing from the foster home without permission.
* Not end any child’s placement without first giving SBC Children’s Services 28 days notice of their intention to do so, except in discussion with your social worker where there is good reason to do so.
* Encourage participation in events, activity days, as appropriate for children placed and birth children organised by SBC.
* Discuss any requests for respite with your SSW giving at least two week notice unless there is a situation which warrants immediate respite care.
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**Safeguarding**

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| **SBC Fostering service agrees to**  | **The carer(s) agree 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 of Fostering Networks Safer Caring book to the foster carer upon approval
* Ensure delegated authority is discussed at each Placement Planning Meeting.
 | * Work in accordance with SBC’s 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 the child’s social worker until this is discussed at the Placement Planning Meeting when arrangements for delegated authority will be agreed.
* To comply with the conditions as stated in the delegated authority which can be reviewed as each Looked After Children’s Review.
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**Support and Training**

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| **SBC Fostering service agrees to**  | **The carer(s) agree to**  |
| * Support the carer/s through provision of supervising social worker visits, telephone contacts, support groups and out of hours 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.
* 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, and 18 months for Connected Carers.
* Comply with SBC’s expectation that carers will undertake all learning and development as outlined in their annual PDP, post approval, and attend all core courses recommended by your social worker.
* Use their best endeavours to attend support groups and other learning opportunities including on-line learning.
* To provide their e-mail address to their social worker so that relevant materials / updates / information on learning and training be sent to them.
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**Reviews**

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| **SBC Fostering service agrees to**  | **The carer(s) agree to**  |
| * Conduct an annual review in conjunction with the carer/s the first following approval will be considered by SBC’s fostering panel and others by the Agency Decision Maker unless there are issues requiring the panel’s consideration. The Annual Review will be presented to the Foster Care Panel every third year after the first year’s approval. The review will include discussion on learning needs and attendance at training courses. Copies of the review will be made available to the carer/s and they will be invited to attend the Foster Care Panel.
* Call an out-of-course Annual Review following three instances of standard of care or other concerns. This report to be submitted to Foster Care Panel to which the carers will be invited to attend.
* To undertake a review following each and every allegation or complaint against a foster carer. This report to be submitted to Foster Care Panel to which the carers will be invited to attend.
 | * Participate in annual foster carer reviews including updating of health and safety checklist.
* Co-operate with three yearly DBS checks
* Co-operate with three yearly medicals (or more often dependent on the advice of the GP or medical adviser)
* Co-operate with any review called by the Fostering Agency following standard of care concerns, complaints and/or allegations.
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**Confidentiality**

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| **SBC Fostering service agrees to**  | **The carer(s) agree to**  |
| * Undertake to protect confidential information and not share it inappropriately with external agencies.
 | * 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 SBC’s consent.
* Keep any information held on a computer about children looked after password protected and deleted when the child moves.
* Ensure that all written records concerning the child placed are kept securely in a locked cabinet.
* Give an undertaking not to discuss any matters concerning any child cared for or previously cared for by SBC with any member of the press or media, and to refer any approach to the Team Manager Fostering Support
* Return paperwork relating to children when they leave their care.
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**Finance**

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| **SBC Fostering service agrees to**  | **The carer(s) agree to**  |
| * Pay the carer/s a fostering allowance in accordance with SBC’s prevailing rates, on a fortnightly basis which will be paid by direct debit into a bank account nominated by the carer/s. The fostering allowance is intended to cover the care of the child.
* Make payments to carers whilst children are in placement with them or when they are with a respite carer.
* Follow the policy set out in the foster carer payment scheme.
 | * Use the money provided for the child in line with the guidance outlined in the Foster Carers Financial Handbook.
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**Insurance**

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| **SBC Fostering service agrees to**  | **The carer(s) agree to**  |
| * 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.
 | * Take out adequate insurance protection, both for their home and all motor vehicles they use. Inform, in writing, their own insurance company that they are fostering with SBC and request written confirmation from the company that the fostered children will be considered members of the household.
* Follow the policy set out in the Foster Carer Handbook.
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**Complaints and Representations**

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| **SBC Fostering service agrees to**  | **The carer(s) agree to**  |
| * Inform all carers of arrangements for making complaints or representations, concerning any area of SBC’s services.
 | * Ensure that children placed with them are made aware and have access to SBC’s children’s complaints procedures.
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**Recording and Communications**

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| **SBC Fostering service agrees to**  | **The carer(s) agree to**  |
| * Provide training around recording
* Ensure foster carers are provided with good information regarding the child and their needs
* Ensure a Placement Planning Meeting within five working days of the child being placed.
 | * Provide access to a computer, with internet access for their and their foster children’s use.
* Receive and send information electronically to SBC where possible via Egress or password protected to ensure confidentiality.
* Complete and maintain up to date recording as required.
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**Working in partnership**

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| **SBC Fostering service agrees to**  | **The carer(s) agree to**  |
| * Work in accordance with its policies, and practice guidance and provide copies to the foster carers.
* In particular provide the carers with a written policy on acceptable measures of control, restraint and discipline
* Provide the carers with a written procedure to be followed if a child is missing from the foster home without permission.
 | * Work in accordance with SBC’s fostering policies and practice guidance.
* Inform your Supervising Social Worker or Team Manager Fostering Support without delay verbally and in writing as soon as possible thereafter of:
1. any intended change of address
2. Any change in the composition of the household.
3. Any other change in the foster carer’s personal circumstances and any other event affecting their capacity to care for any child placed or the suitability of the household.
4. significant changes to the foster carer’s health
5. 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 your social worker or the Fostering Duty Desk worker
6. any adult who stays in the foster carer’s home overnight preferably in advance
7. anyone else in the circle of foster carer’s friends and family who have regular and significant contact with children in placement
8. 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 SBC 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 SBC should the authority deem that the placement is no longer suitable. Use their best endeavours notto allow any person without authority to remove any child from their care.
	* Inform SBC 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 SBC remaining the property of SBC, and not passing it on to any other agency without the prior agreement of the SBC Fostering Service.
	* Provide a smoke free environment for all children in your care in accordance with SBC fostering smoking policy
	* Inform us if any member of the household begins smoking.
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**Standard Care Allowances**

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| **Allowances Breakdown**  | **Description**  |
| Foster Care | * 24 hour supervised care and accommodation of the child
* Food including lunch at school
* Special dietary needs
* Clothing, including sports and leisure
* General day to day travel (where the total travel exceeds 100miles per child in a week mileage allowance may be claimed)
* Reasonable school transport costs- unescorted or supervised
* Local school outings and visits
* Leisure activities, local recreational visits and/or pursuits including materials for hobbies and tuition costs
* Cultural, ethnic, religious and spiritual belief/needs including bibles and prayer mats
* Pocket money
* Telephone calls (local and national) to family, and/or significant others including social services
* Toiletries and skin care products
* Hair care (cutting and products)
* Facilitating attendance at support groups and advocacy forums for the young person
* Support in attending health care appointments, educational appointments, and statutory reviews
* Child’s reasonable travel costs to and from visits to family
* Court attendance costs – local court (child’s and carer’s travel costs and time)
* Facilitating pre-placement/planning/review meetings per child
* Purchase/replacement of basic equipment/furnishings and furniture. A one-off payment of up to £500 due to incidents of deliberate damage will be met by SBC or its insurers following an assessment by a SSW. Excessive wear and tear due to the particular needs of a child may be considered by the Fostering Service.
* Cost of utilities and other expenses associated with the home
* Written progress reports on assessments by the foster carer on individual children for planning
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| Events | * Holidays (in or out of the UK). SBC can provide two weeks holiday allowance to assist with the cost of holidays upon application. An additional payment of up to £175 per week for a maximum of two weeks can be considered for more expensive holidays upon application.
* Festival allowance. SBC will provide one extra weeks fostering allowance payable in December of each year.
* Birthday allowance. SBC will provide one extra weeks fostering allowance to assist with the purchase of gifts for birthdays and name days.
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**Both parties agree to abide by the terms of this foster care agreement:**

**Signed on behalf of Swindon Borough Council’s Fostering Service**

| **Signature**  |  |
| --- | --- |
| **Print Name** | **Craig Liversage** |
| **Position** | **Interim Agency Decision Maker** |
| **Date** | **2022** |

**Signed by Foster Carer(s)**

| **Signature**  |  |
| --- | --- |
| **Print Name** |  |
| **Signature** |  |
| **Print Name** |  |
| **Date** |  |