

**FOSTER CARE AGREEMENT**

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

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

**This is an agreement between:**

|  |  |
| --- | --- |
| **Name(s) of foster carer(s) *(referred to as ‘the carer/s’)*** |  |
| **Address** |  |
| **Tel No.** |  |
| **Email** |  |

And **Bradford Fostering Service**

|  |  |
| --- | --- |
| **Address** | Sir Henry Mitchell House  4 Manchester Road  Bradford  West Yorkshire BD5 0QL |
| **Tel No.** | 01274 437343 |
| **Fax No.** | 01274 434344 |
| **Email** |  |
| **Contact person** |  |

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

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

**Care of the Child**

**Bradford Fostering Service agrees 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.
* ensure that foster carers obtain consent from the social worker or parent (in the event of a child needing a general anaesthetic or other medical treatment).

arrange participation events for young people and children who foster.

**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.
* discuss the progress of a child/young person with Bradford Fostering Service and ask for any additional support they need to avoid a crisis.
* care for any child living 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 Bradford Fostering Service safe caring policy and that of the foster family.
* participate fully in placement planning meetings and statutory Looked After Children reviews. To comply fully with the terms of any placement plan.
* to comply with any expectations regarding delegated authority, which have been agreed with the local authority.
* help the child to practise their religion, follow their cultural traditions, speak their first language and understand their family history.
* accept that they will promote family time 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. If there is concern about the negative effect of family time for the child to discuss this with the child’s social worker.
* take placed children on family holidays unless otherwise agreed or requested.
* promote the emotional and physical health of any foster child and ensure that all health appointments for the child are kept.
* seek consent from the social worker or parent (in the event of a child needing a general anaesthetic or other medical treatment).
* promote the educational opportunities for any child in foster care. Attend any relevant educational meetings such as personal education planning meetings or consultation meetings.
* 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.
* follow the local protocol 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.
* not to end the fostering arrangement for any child without first giving Bradford Fostering Service 28 days’ notice of intention to do so, except in discussion with Bradford Fostering Service and where there is good reason to do so.
* encourage participation in events, activity days, residential weekends as appropriate for children in care and birth children organised by Bradford Fostering Service.

**Safeguarding**

**Bradford Fostering Service 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 of the safeguarding procedures to the foster carer

**The carer/s agree to:**

* work in accordance with Bradford Fostering Service safeguarding procedures
* not allow any unsupervised access to any child in foster care by strangers to the household or to leave them in the sole charge of any visitor to the household without prior agreement of Bradford Fostering Service and the responsible local authority.

**Support and Training**

**Bradford Fostering Service** **agrees to:**

* support the carer/s through provision of supervising social worker visits, telephone contacts, 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 foster carers and liaise with local authorities on their behalf.
* pay membership fees for The Fostering Network.

**The carer/s agree to:**

* comply with the expectation of completing the Training, Support and Development Standards within the first year, or eighteen months if Family & Friends Carers and then comply with them throughout their fostering career
* comply with Bradford Fostering Service expectation that carers will undertake all learning and development as outlined in their annual PDP, post approval, and attend all mandatory courses provided by Bradford Fostering Service
* use their best endeavours to attend support groups and other learning opportunities including online learning
* to provide their email address to Bradford Fostering Service fostering administrator so that relevant materials / updates / information on learning and training be sent to them

**Reviews**

**Bradford Fostering Service agrees to:**

* conduct an annual review in conjunction with the carer/s thefirst of which will be considered by Bradford Fostering Service fostering panel. The review will be chaired by an independent fostering reviewing officer. The review 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 will be invited to attend any panel meeting.

**The carer/s agree to:**

* participate in annual foster carer reviews including updating of health and safety checklist.
* co-operate with three yearly DBS checks and ISA registration when required.
* co-operate with three yearly medicals (or more often dependent on the advice of the GP or medical adviser).

**Confidentiality**

**Bradford Fostering Service agrees to:**

* undertake to protect confidential information and not share it inappropriately with external agencies
* Provide appropriate training on confidentiality and GDPR

**The carer/s agree to:**

* confidential information on computer and other records held by Bradford Fostering Service under data protection legislation, including foster carer assessments, reviews, reference and checks, being divulged to the responsible local authority to make decisions on suitable matching.
* 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 child is kept strictly confidential and not disclosed to any person without the consent of the fostering service provider
* Keep information on computer about children in care password protected. Send to Bradford Fostering Service when requested and delete when the child moves
* ensure that all written records concerning the child placed, are kept securely in a locked cabinet and return to Bradford Fostering Service when the child leaves
* give an undertaking not to discuss Bradford Fostering Service business, or matters concerning any child cared for or previously cared for by Bradford Fostering Service with any member of the press or media, and to refer any approach to the appropriate manager
* Undertake a course on GDPR for foster carers at the earliest opportunity.

**Finance**

**Bradford Fostering Service agrees to:**

* pay the carer/s a fostering allowance in accordance with Bradford Fostering Service prevailing rates, 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.
* pay for membership of Fostering Network for each carer to cover initial legal advice for foster carer
* provide All Risks and Public Liability insurance cover

**The carer/s agree to:**

* use the money provided for the child in line with the guidance provided in Bradford Fostering Service guidance including:

1. maintaining a savings account for the child and a record of its use
2. maintaining records of any DLA received for the child.
3. keep a record of expenditure on a child’s clothing & leisure activities

* 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 Bradford Fostering Service and request written confirmation from the company that the fostered children will be considered members of the household
* reimburse Bradford Fostering Service with any fees or allowances that have overpaid in error

**Complaints and Representations**

**Bradford Fostering Service agrees to:**

* inform all carers of arrangements for making complaints or representations, concerning any area of Bradford Fostering Service organisation or services

**The carer/s agree to:**

* ensure that children placed with them are made aware and have access to Bradford Fostering Service children’s complaints procedures and that any complaints or representations are passed to Bradford Fostering Service Head of Service

**Recording & Communications**

**Bradford Fostering Service agrees to:**

* provide templates and guidance to assist recording for each child in foster care
* provide professional information for each carer household
* provide training about 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 electronically to Bradford Fostering Service where possible
* complete and maintain up to date recording as required

**Working in Partnership**

**Bradford Fostering Service agrees to:**

* work in accordance with its policies, and practice guidance and provide online access to the guidance to the foster carers
* provide the carers with online access to the guidance on promoting positive behaviour and acceptable measures of control, restraint and discipline
* And in addition, provide the carers with online access to the procedure to be followed if a child is missing from the foster home without permission

**The carer/s agree to:**

* work in accordance with Bradford Fostering Service fostering policies and practice guidance
* Foster Carer(s) **should not** be approached directly by any other staff from the Department of Children Specialist Services, and Foster Carer(s) should alert their Supervising Social Worker / Team Manager if this occurs
* Foster Carer(s) must not solicit a match with a child by direct approach to staff (other than staff from the Fostering Service) or to relatives and family friends of a child or young person in their care
* Inform Bradford Fostering Service without delay verbally, and in writing, as soon as possible thereafter of:
  + any intended change of address
  + any change in the composition of the household
  + 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
  + significant changes to the foster carers’ health
  + 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 Bradford Fostering Service
  + any adult who stays in the foster carers home overnight preferably in advance
  + anyone else in the circle of foster carers friends and family who have regular and significant family time with children in foster care
  + any request or application to adopt children, or for registration as an early year’s provider or later years’ provider under Part 3 of the Childcare Act 2006
* To co-operate as reasonably required, with the Chief Inspector (Ofsted) and to allow a person authorised by the Chief Inspector to interview the foster carer and visit their home at any reasonable time and as agreed by Bradford Fostering Service.
* notify the responsible local authority and Bradford Fostering Service 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 fostering home is no longer suitable. Use their best endeavours notto allow any person without authority to remove any child from their care.
* inform Bradford Fostering Service in writing when considering a move to another agency (either local authority or independent) and agree to not commence any arrangements for assessment by another agency before such notice is given and not to join another agency whilst any foster children are living in the home unless arrangements for the continuing management of any care arrangements are made to the satisfaction of both the placing authority and Bradford Fostering Service
* the assessment carried out by Bradford Fostering Service remaining the property of Bradford Fostering Service, and not passing it on to any other agency without the prior agreement of Bradford Fostering

**Standard Care Allowances**

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| **Allowances Breakdown** | **Description** |
| 1. 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 * Reasonable school transport costs- unescorted or supervised – as per limits agreed in local contract. * 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 – as per limits agreed in IPA * 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- as per limits agreed in local contract. * Court attendance costs – local court (child’s and carer’s travel costs and time) * Reasonable escort duties– as per limits agreed in local contract. * Cost of spectacles and contact lenses in excess of Bradford Fostering Service special payment * Facilitating pre-placement/planning/review meetings per child * Contribution to initial food and clothing * Costs of necessary and agreed playgroup/nursery in excess of Bradford Fostering Service special payment * Purchase/replacement of basic equipment/furnishings and furniture. * Cost of utilities and other expenses associated with the home * Written progress reports on assessments by the foster carer on individual children for planning |
| 2. Events | * Holidays (in or out of the UK) * Festival * Birthdays |
| 3. Respite Care | * Respite care where this is agreed by the local authority and in accordance with the separate schedule of allowances issued annually. |

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

### Signed on behalf of Bradford Fostering Service:

|  |  |
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| **Signature** |  |
| **Print Name** | LINZI NICHOLSON |
| **Position in Council** | SERVICE MANAGER |
| **Date** |  |

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**Signed by Foster Carer(s)**

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

***Note:*** *This foster care agreement should be renewed at each annual review.*