**Appendix 2 – Mockingbird Satellite Carer Agreement**

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| \\reiltys\iomgroot\DeptHome_DHSS\dhscrgou\My Documents\Mockingbird\TFN Info\TFN.jpg**THE SATELLITE FOSTER CARER AGREEMENT**  **BETWEEN** cid:image001.png@01D7261F.B803D6E0    **and satellite foster carer[s]** |

This Satellite Foster Care Agreement is a required document under **Standard 22** of the **Fostering Service Standards 2007 [amended 2013].** It sets out expectations of the Family Placement Service / Manx Care, to you the Satellite Foster Carer[s] to enable you to function effectively, it contains information you as carer[s] need to know, and sets out the expectations of you, the carer[s] to enable compliance with the standards for approval and registration.

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| **TERMS OF THE SATELLITE FOSTER CARER[S] APPROVAL** |

**Agreement between:**

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| **Satellite Foster Carer[s]** |  |
| **Address** |  |
| **Contact Number/E-mail** |  |

**And**

|  |  |
| --- | --- |
| **Agency** | **Family Placement Service / Manx Care – in partnership with the**  **Mockingbird Family Model** |
| **Address** |  |
| **Contact Number** | Office: |
| **Email** | Family Placement Service: |
| **Email** | Hub Home Carer: |
| **Out of Hours (Family Placement Service)** | Mobile: |
| **Named Supervising Social Worker** |  |
| **Contact Number[s]** |  |
| **Email** |  |
| **Named Hub Home Carer** |  |
| **Contact Number**  **(Hub Home Carer)** | Home:  Mobile: |
| **Liaison Social Worker for the constellation** | **(In some instances your allocated Supervising Social Worker may also be the Liaison Social Worker for the constellation. This will not impact on your professional relationship and the individual worker will ensure they meet their identified responsibilities to you as a satellite carer as outlined in this agreement)** |

**Approval and Registration arrangements:**

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| --- | --- | --- | --- | --- |
| **Date of current approval** |  | | | |
| **Number of Children** |  | | | |
| **Age Range Approval** |  | | | |
| **Gender** | Male |  | Female | ☐ |
|  | *Tick both if either* | | | |
| **Category of approval:** | Short Term |  | Family & Friends |  |
|  | Long Term |  |  |  |
|  | Emergency |  |  | |
| **Any other conditions** |  | | | |

***Note: this agreement should be renewed whenever approval criteria is changed, or any circumstances including a change of Supervising Social Worker is made.***

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| **Expectations of the agency to the Satellite Foster Carer[s]** |

The Family Placement Service / Manx Care would expect each satellite foster family to have a thorough understanding of the Mockingbird model and a commitment to its principles. This includes the principles of working as a community, providing family-based support to each other in order to improve outcomes and placement stability for the children and young people who are part of the constellation. The identified Hub Home Carer will be available to support this understanding and offer guidance where required in order to effectively implement the principles of the Mockingbird family Model.

Each satellite foster carer household has the right to the following support:

1. **Finance**: you, the Satellite Foster Carer[s] will receive an allowance for each child in placement, and a skills fee per child, in accordance with the ‘Finance Schedule’ published annually for you. The finance schedule sets out other entitlements to which you may be entitled including holiday allowances, special event payments and mileage. Payments are made by BACS. **Over-payments, or under payments** may occur for a variety of reasons, and will be rectified when discovered. You should notify the Finance Team and your Supervising Social Worker promptly if you continue to receive allowances when, due to changes in circumstances, payments should have been terminated, or payments you expected to receive have not been made. An overpayment will be reclaimed, and an underpayment rectified.

The activities organised for satellite members (as outlined in point 2 below) will be funded by contributions from each satellite foster family, this is accounted for in the child[s] allowance.

**Note:** By concession, foster carer[s]allowances and fees are not subject to income tax in the Isle of Man. This differs from the UK, where an element of fostering payments may be taxed. Mainstream Foster Carers are treated as self-employed **for National Insurance purposes** with the Isle of Man government and you should register with the Income tax Division as soon as you are registered and approved as carers.

You are liable to pay Class 2 National Insurance, unless the Small Earnings Exception is applied for. Family and Friends Foster Carers are not treated as self-employed for National Insurance purposes and are therefore not liable to pay Class 2 National Insurance.

Once registered as a Foster Carer you will be entitled to apply to the Social Security Division to have Class 3 National Insurance Credits awarded to you and recorded on your National Insurance record. Further information is available under the header “National Insurance Credits” on the Child Benefit section of the Social Security Division’s website:  <https://www.gov.im/categories/benefits-and-financial-support/families-and-children/child-benefit/>

1. **Advice and assistance:** you are entitled to regular formal supervision with a named Supervising Social Worker from the Family Placement Service.

**Your Supervising Social Worker is:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Agreed regularity of supervision:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Agreed areas to be discussed: Reflections on placements**

**Reflections on self and skill base**

**Reflections on training requirements**

**Reflections on support requirements**

**Other areas agreed:**

Support will also be available from a placed child’s social worker in respect of that placement and you can expect all relevant information relating to the child, his/her plan and expectations of the placement to be set out in the **Placement Plan,** including and any identified extra support specific to the placement.

The Hub Home Carer[s] are responsible for maintaining and circulating a calendar of monthly events, meetings, social get-togethers, training and support sessions, activities for children and young people and the Hub Home Carers availability for day care and sleepovers.

*“Sleepovers can be initiated by hub home carer, satellite carers and children and young people. A typical sleepover should be 1-3 nights and can be arranged and agreed directly with the Hub Home Carer.”*

The Hub Home Carer[s] should not be providing holiday cover and wherever possible, children and young people who are looked after should have the opportunity to go on holidays with their satellite fostering families.

Satellite foster carers are expected to be involved in these events, and show commitment to support and encourage children and young people to be actively engaged.

The identified Hub Home Carer will also provide support as needed. This will be provided utilising a ‘scale of need’, briefly outlined below:

**Level 1**: The satellite foster family attends the monthly meeting and/or events and occasionally requests sleepover care. Hub home carer will initiate contact at least weekly.

**Level 2**: The satellite foster family is experiencing stress. Hub home carer will initiate contact at least twice a week.

**Level 3**: The satellite foster family are experiencing high levels of difficulty. The placement may be considered at risk of breakdown. Hub home carer will initiate contact at least once a day.

It is important that the support activities of the Hub Home Carer[s] do not mask or obscure the need for assessment by children and young people’s Social Workers and for other services to be co-ordinated if problems are occurring. This agreement is made with the expectation the Satellite Foster Family will seek additional support along with the Hub Home Carer from relevant services, the child / children’s Social Worker and implement a robust support plan where required.

In broad terms, satellite families are expected to be active members of the constellation and not just passive receivers of support.

**How will we store your records?**

All records relating to foster carer(s) will be stored securely on your electronic file, including your supervision records, any allegations, training and developmental needs.

Your supervising social worker will also provide you with copies of these reports, to enable you to comment upon them and obtain your signatures(s) as proof that the report(s) has been shared with you. It is important to note that only factual changes can be amended.

We will ensure that:

* Safeguards are in place to make sure personal information is kept securely
* Only authorised staff are able to view your information
* Government Technology Services (GTS) maintain security of the systems which hold personal information in line with ISO27001 standard.

We may share your information:

* With other relevant partner agencies
* The police or law enforcement agencies where there is a legal requirement to do so
* The courts on production of a valid court order

We will not sell to, or share, your personal information with other companies, organisations or individuals.

Your personal information will not be disclosed to any third party without your prior consent or where required to do so by law.

Such records will be retained for 10 years after the date that your approval was terminated.

A Subject Access Request to review any information that relates to you can be made at any time, to the Data Protection Officer, via [DPO-ManxCare@gov.im](mailto:DPO-ManxCare@gov.im)

For more information with regards to a Subject Access Request, please contact Information Governance Team on 01624 642621 or <https://www.gov.im/about-the-government/statutory-boards/manx-care/information-governance-team/>

1. **Fostering Network:** all registered and approved foster carers have access to the Fostering Network of which the agency is a member. This provides publications and information and membership which include access to advice and support where it is required independent of the Family Placement Service / Manx Care.

1. **Foster Carer forums / meetings:** the Hub Home Carer will arrange a number of forums / meetings over the course of the year. They will occur on a monthly basis and you are encouraged to attend as a satellite carer for information and to establish support networks with other carers in your constellation.
2. **Equipment:** equipment essential to the task of caring for a child will be supplied to you either for the duration of your approval and registration. Equipment remains the property of the Family Placement Service / Manx Care and arrangements for its return will be made if you cease to require it or cease to be an approved and registered satellite foster carer.
3. **Training:** the Family Placement Service / Manx Care are committed to providing training and learning opportunities to you to increase your skill and knowledge in caring for children in care. The service is committed to approaching this training from a ‘trauma informed’ perspective, and wherever possible will provide opportunities for you to train alongside other foster carers and social work staff to achieve ‘shared understandings’ of working with children and their trauma, in particular:

* The effects of attachment separation and loss on children and young people.
* The importance of birth family relationships for children and young people in care.
* Caring for a child who has been abused and maltreated including their therapeutic needs and helping them to regulate their emotions.
* The law relating to children and young people in care, and how decisions for permanence are made.
* Equality in relation to matters of diversity – race, ethnicity, religion, gender, sexual orientation, disability and culture.
* Registration and approval standard requirements for health, hygiene and first aid.
* Registration and approval standard requirements for health and safety.
* Registration and approval requirements for safe caring skills.
* Other training specific to your needs, interests or skills you have, or a placed child’s needs:

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In addition to the above you will be required to undertake a minimum level of training each year, usually three additional training programmes, in order to maintain your registration and skill fee payments. However, it is optional for a Family and Friend’s carer to undertake the additional training programmes.

Your Supervising Social Worker will keep records of all training courses attended for your electronic file, and other evidence of your practice and learning e.g. letters of thanks from children and/or social workers, attendance at support groups, planning/review meetings, reflective accounts of your work. It is useful for you to take responsibility to maintain your own records as this will be helpful when considering your own future training needs.

The Annual Review (see point 7 below) will include an appraisal of training and development needs.

The Family Placement Service / Manx Care is aiming to make training more accessible through the timing and availability of training events, the use of electronic training modules and the possibility of provision of childcare where necessary.

The Hub Home Carer will organise monthly meetings for all of the satellite carers, this will also be an opportunity to consider any identified training needs you wish to pursue as a collective group. There may be common themes that occur over a period of time where it could be more useful to train as a constellation of carers, for example, children and young people who go missing, internet safety, self-harm issues.

In addition, the Hub Home Carer will provide written records of any direct and indirect communication with the satellite carer(s). These records will be provided to the liaison worker/supervision social worker.

1. **Foster carer[s] review:** your approval will be reviewed annually. Your Supervising Social Worker will complete a report, which incorporates your view of the service offered by the Family Placement Service / Manx Care, the views of any birth children living in the satellite fostering household, your training needs, skills and development and any grievances you may have. The Supervising Social Worker will also include the views of the Social Workers of all the children placed, and the children themselves. It will be an opportunity to consider any changes to your approval categories and you will be asked to sign the report before it is presented for consideration. Your Hub Home Carer may also be able to contribute as you will be working in partnership together throughout the course of the year so may have information that could highlight a particular strength in the care you provide.

1. **Placement Agreements:** your Supervising Social Worker is responsible for ensuring a placement agreement is completed for each child you have placed with you. This will be completed in a meeting with your Supervising Worker, the child’s Social Worker and yourselves. You are entitled to this to provide you with information about what is known about the child, their legal status, consents given, for example health or education and to agree day to day arrangements for the child’s care.

The child is also entitled to this to ensure their needs are communicated to you and they receive the care they need. It should be noted sometimes information is not known about the child and you become the main source of information about how they are and how their trauma is displayed in their behaviour and emotional wellbeing. The child’s Social Worker should make clear if the child is placed on a legal order or with the voluntary consent of the parent[s].

1. **Complaints and whistleblowing:** If the Family Placement Service / Manx Care fails to adhere to the conditions of the Foster Care Agreement and the Placement Agreement, you have the right to complain. Your Supervising Social Worker will ensure you know how to complain and advise of the procedure that the service operates. You may also seek advice and guidance from your Hub Home Carer.

If you, the satellite foster carer[s] fails to adhere to the conditions of the Foster Care Agreement and the Placement Agreement, your Review of Approval or the child’s review may be bought forward in order to address any issues in a timely manner.

The Family Placement Service adheres to the Manx Care / Isle of Man Whistleblowing Policy and your Supervising Social Worker and Hub Home Carer will advise you of the policy and when and how it may be used.

1. **Protection of Children:** it is the Family Placement Service / Manx Care’s responsibility to ensure that children placed with you are protected from abuse or neglect. In the event any allegations of abuse or neglect are made against you as carer[s], this will be investigated in accordance with the Child Protection Procedures of the Isle of Man Safeguarding Board. (All process and procedures are available for you to view online)

This may include removal of children in placement with you, during the investigation and suspension of your role whilst the matter is investigated. The investigation will reach a conclusion on whether the allegations are substantiated, unsubstantiated, unfounded or malicious and the outcome will determine what further action to take. If you are under investigation your Supervising Social Worker and Hub Home Carer will arrange independent support for you where appropriate through the Fostering Network, and agree interim financial allowances during any suspension.

1. **Safe Caring Agreement**: safe care arrangements provide protection to you and to children and young people where there is a possibility of misunderstanding of intention which could lead to perceived harm and allegations. Your Supervising Social Worker will establish with you a written Safe Caring agreement, in accordance with the fostering standards. This should be child/young person-specific for each individual in placement.

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| **EXPECTATIONS OF THE SATELLITE FOSTER CARER[S] TO THE AGENCY** |

1. **Undertaking:** you undertake to care for the child or young person placed as if s/he were a member of your own family, and promote the child’s welfare in a way that is consistent with the long and short term arrangements made by the Family Placement Service / Manx Care, and as specified in the terms of the Placement Agreement and child’s Care Plan. You undertake to work in partnership with all professionals involved and the birth family where applicable.
2. **Protection of Children:** it is yourresponsibility to provide a child or young person placed with you a safe environment where they are protected from any abuse or neglect. In the event of any allegation of abuse or neglect, against you, you are required to comply with the investigation undertaken in accordance with the Isle of Man Child Protection procedures in order that a conclusion can be reached (as set out in point 10 above)

You must not administer corporal punishment to any child or young person placed with you in accordance with the Fostering Standards and policy of the Family Placement Service / Manx Care.

It is your responsibility to ensure that children and young people safely use the internet and social media. Safety measures should be discussed on an individual basis for each child with the child’s social worker and your supervising social worker.

1. **Health and safety:** in accordance with the Fostering Minimum Standards, it is your responsibility to ensure your home, garden, pets and vehicle(s) are safe and well maintained, taking into consideration the age, ability and needs of the child/ren placed with you. Your Supervising Social Worker will arrange a risk assessment with you of these matters and complete a household inspection at least once annually.
2. **Confidentiality:** satellite foster family are required to share relevant information with the Hub Home Carer as appropriate alongside the ability to understand and respect the requirement for confidentiality.

Under the Data Protection Act 2018 there are obligations in relation to securely holding and sharing confidential information. You are in a unique position of needing highly sensitive information to help you properly care for children and young people who are placed with you. This information, both written and verbal, is highly confidential and sensitive and should only be disclosed with authorisation.

All information given to you about a foster child, young person or their family is classified as ‘sensitive’ in accordance with the law and you are required to keep this information confidential and not to disclose or discuss this information without the consent of the Family Placement Service / Manx Care. Any breach of confidence is serious and should be notified to your Supervising Social Worker straight away.

The Family Placement Service / Manx Care are required to report all breaches to the Data Protection Officer who will consider if an investigation is required and if the Information Commissioner is required to be notified. Disclosing confidential information without authority will require a formal review of approval.

1. **Record Keeping:** Written material concerning a child or young person must be regarded as belonging to that individual and should be returned to the Family Placement Service / Manx Care when a child or young person leaves placement. The material should be stored securely and your supervising social worker will ensure you have locked storage available to fulfil this this requirement.

It is a requirement that you will keep on-going records relating to each the child’s or young person’s placement, significant events, observation of the child’s reaction to contact and any incidence of absconding, significant behaviour and educational matters and response to trauma and positive indicators of progress. You will be provided with a log book in which to record this and all commitments and appointments relating to the child or young person.

It is expected you will comply with any requirements for records to any other professional such as the ‘red book’ containing medical information for health visitors, school reports and communication books for birth family.

You will be expected to help the child to reflect on, and understand, his/her history and care journey, and to keep appropriate memorabilia and photographs for them. You will be asked to contribute to the Life Story Work being undertaken with the child or young person.

1. **Change in circumstances:** youmust inform your Supervising Social Worker of any major changes in your circumstances likely to affect your capacity to care for any child or young person placed with you. This includes but is not an exhaustive list:

* a change of address, including for holidays.
* separation or divorce.
* change in employment.
* structural change to the house.
* difficulties associated with birth children in the family.
* changes in the household composition - new partners/family members moving in/ visitors (including overnight)/ any new pets/animals.
* serious/long term sickness.
* criminal convictions of themselves or members of their household.
* any application to register as a child minder, or to provide day care to children.

**Note**: The Family Placement Service / Manx Care requires Satellite Foster Carers to agree not to participate in TT, Manx GP, Classic GP homestay or any other significant event that requires adults to stay in your home that are not considered to be identified family members or support provided by the Hub Home Carer or other satellite carers within your constellation.

1. **Change in foster child’s circumstances**: you should keep the child or young person’s Social Worker informed about the child’s progress and notify the child’s Social Worker immediately of any serious illness of the child, or of any other serious occurrence affecting the child. The child’s Social Worker will keep you informed of any significant decisions affecting the child, change in legal status or other change which may alter the placement agreement with you.

You must allow the child or young person to be removed from your home if requested to do so by the Family Placement Service / Manx Care.

You may give **28 days’ notice in writing to end a placement**, which will trigger a discussion with your Supervising Social Worker about your reasons for this and how this will be managed to the benefit of the child or young person, equally input can be gained from the Hub Home Carer as to how support may be beneficial if this has not already been implemented. This notice period does not preclude the child moving earlier, if it is the right thing to do, subject to assessments of need and risk.

If the child is moving on or returning home to birth family or wider family networks you will be asked to support the child’s transition. All paperwork, diaries and records concerning the child or young person and **all their belongings** must be returned to the child’s Social Worker and / or your Supervising Social Worker at the end of the placement.

1. **Legal Liability and Insurance:** you are required to arrange your own insurance and to make any claim under that insurance policy. You should insure your buildings and contents for the full replacement value including the value of the personal effects of any foster children residing with you. If a loss occurs and there is not adequate insurance, insurers may only settle your claim on an indemnity basis that is, making allowance for wear and tear, and depreciation rather than new for old. Home insurance is likely to contain restrictions relating to damage caused by children that you are fostering. Policy wording should be checked and insurers must be advised of your fostering activities. Most policies exclude deliberate damage and theft caused by any member of your family or anyone permanently residing with you, this includes foster children.

There is no automatic liability on the Family Placement Service / Manx Care to reimburse you as a foster carer for any loss, injury or damage incurred by virtue of your fostering role. The Family Placement Service / Manx Care will reimburse only where other insurance will not and has stated it will not. Reimbursement will include only loss or damage to the buildings and contents and theft of money (up to £300) caused by a foster child/children currently residing at the property, when subject to an explicit exclusion under the carer’s own property insurance policy. This is only applicable:

* when the loss or damage arises from the actions of foster children residing with you and or the parents/family members of the foster child
* where the existing insurance in force does not cover the circumstances.
* you were acting within the scope of your authority as a satellite foster carer - looking after children and undertaking duties that are normally associated with being a foster carer.

**Note:** The Family Placement Service / Manx Care will not reimburse where your cover is invalidated through failure to inform insurers of your fostering activities.

The Family Placement Service / Manx Care position in respect of any claim made against it by you as a foster carer for loss injury or damage incurred by virtue of your fostering activities, with insurance arrangements above, is that, to be legally liable, it would be necessary for you the satellite foster carer to prove that the Family Placement Service / Manx Care had been negligent in causing the loss, injury or damage. This indemnification does not extend to loss or damage caused by, or arising from fraud, dishonesty or criminal offence. The liability must have arisen when you were acting in the course of your duties as a satellite foster carer.

The Family Placement Service / Manx Care has Public Liability insurance which will respond in the event of loss or damage to a third party or an injury happening outside the home arising from a negligent act(s) of the foster child or young person.

1. **Termination of Approval:** youmay give notice in writing to the Family Placement Service / Manx Care at any time you no longer wish to act as a satellite foster carer[s]. Your approval will then be terminated twenty-eight days from the date on which the notice is received, via the fostering panel process.

If concerns are raised about the standard of care provided by you that are substantiated, or if there are child protection issues, and these are established after investigation, your approval status will be referred to the fostering panel for review. This may lead to a recommendation to terminate your approval. Any recommendation will be discussed with you beforehand by your Supervising Social Worker.

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| **DECLARATION AND SIGNATURES** |

We the undersigned agree the terms and conditions of this Satellite Foster Carer Agreement

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| --- | --- |
| Signed Supervising Social Worker |  |
| Signed Satellite Foster Carer |  |
| Signed Satellite Foster Carer |  |
| Date |  |

***NB: If there are two approved foster carers in the household, this agreement must be signed by both carers.***