**Appendix 1- Foster Carer Agreement**

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| **THE FOSTER CARER AGREEMENT** **BETWEEN** **Manx Care and Foster Carer[s]** |

This Foster Care Agreement is a required document under **standard 22** of the **Fostering Service Standards 2007 [amended] 2013].** It sets out expectations of Manx Care to you, the 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 FOSTER CARER[S] APPROVAL** |

**Agreement between:**

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| **Foster Carer[s]** |  |
| **Address** |  |
| **Contact number/email** |  |

**And**

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| **Agency**  | **Manx Care** |
| **Address** |  |
| **Contact number/Out of hours/email** |  |
| **Named supervising social worker** |  |

**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 |[ ]  Respite |[ ]
|  | Long Term |[ ]  Family & Friends |[ ]
|  | 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 foster carer[s]** |

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

1. **Finance**: you, the foster carer[s] will receive an allowance for each child in placement, and a skills fee per child, in accordance with the Finance scheme and schedule published annually for you. The Finance scheme 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.

**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/>

**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 the Looked After 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.

**How will we store your records?**

All records relating to you 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

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 includes access to advice and support where it is required independent of Manx Care.

1. **Foster carer forums:** Manx Care will arrange a number of forums over the course of the year. You are encouraged to attend for information and to establish support networks with other carers.
2. **Equipment:** equipment essential to the task of caring for a child will be supplied to you for the duration of your approval and registration. Equipment remains the property of Manx Care and arrangements for its return will be made if you cease to be approved and registered.
3. **Training:** Manx Care is committed to providing training and learning opportunities to you to increase your skill and knowledge in caring for children in care. Manx Care 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, 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.

The Annual Review will include an appraisal of training and development needs.

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.

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 Manx Care, the views of any birth children living in the 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.

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 [health education etc.] 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].
2. **Complaints and whistleblowing:** If you fail to adhere to the conditions of the Foster Care Agreement and the Placement Agreement, Manx Care may bring forward your review of approval or the child’s Looked After Review. Your supervising social worker will ensure you know how to complain and advise of the procedure that Manx Care operates.

Manx Care adheres to the Isle of Man Whistleblowing Policy and your Supervising Social Worker will advise you of the policy and when and how it may be used.

1. **Protection of Children:** it is 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], Manx Care will investigate these in accordance with the child protection procedures of the Isle of Man Safeguarding Board. 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 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 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 Manx Care, and as specified in the terms of the Placement Agreement and 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 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 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:** 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 Manx Care.

Any breach of confidence is serious and should be notified to your supervising social worker straight away. Manx Care is 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 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 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**: Manx Care requires Foster Carers to agree not to participate in TT homestay.

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 Manx Care.

You may give **28 days’ notice to terminate a placement**, which will trigger a discussion with your supervising social work about your reasons for this and how this will be managed to the benefit of the child or young person. This notice 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 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 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, depreciation etc, 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 Manx Care to reimburse you as a foster carer for any loss, injury or damage incurred by virtue of your fostering.

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 foster carer - looking after children and undertaking duties that are normally associated with being a foster carer.

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

Manx Cares 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, outwith insurance arrangements above, is that, to be legally liable, it would be necessary for you the foster carer to prove that 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 foster carer.

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 Department at any time you no longer wish to act as a 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.

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| **DECLARATION AND SIGNATURES** |

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

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| Signed (Supervising Social Worker)  |  |
| Signed (Foster Carer) |  |
| Signed (Foster Carer) |  |
| Date  |  |

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