

Director of Children's Services:
The Fostering Services Regulations 2011 and Schedule 5 Regulation27 (5) (b (England)
Date:
THIS IS AN AGREEMENT BETWEEN
Name(s) of foster carer (s) (referred to as 'the carer/s')
Address
Tel No.
Email
And
Slough Children First's (SCF) Independent Fostering Agency (IFA)
Date of Initial Approval:
Terms of initial Approval:
Date of most recent reapproval:
Terms of most recent reapproval:

## Care of the Child

# SCF 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.
- 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 SCF 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 SCF Fostering
  Service's safe caring policy and that of the foster family.
- Participate fully in placement planning meetings and subsequent statutory Child Looked After 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.
- 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 SCF 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 SCF.

# Safeguarding

## SCF 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 safeguarding and Safer Caring Training Course

# The carer/s agree to

- Work in accordance with SCF'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.
- Report all safeguarding concerns to the IFA immediately they become aware.

# **Support and Training**

## SCF agrees 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; this will be 18 months for Connected Carers.
- Comply with SCF's expectation that carers will undertake all learning and development as outlined in their annual PDP, post approval, and attend all core and supplementary 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,

#### **Reviews**

# SCF agrees to

• Conduct an annual review in conjunction with the carer/s the first following approval will be considered by SCF'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.

## The carer/s agree to

- Participate in annual foster carer reviews including updating of health and safety checklist and all pet assessments.
- Co-operate with two 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 all other checks as required

# Confidentiality

#### SCF agrees to

- Undertake to protect confidential information and not share it inappropriately with external agencies
- Ensure that all confidential information on computer and other records held by SCF under data protection legislation, including foster carer assessments, reviews, reference and checks, are shared with responsible local authorities in order for those authorities to make decisions on suitable placements.
- The EU General Data Protection Regulation ("GDPR") came into force across the European Union on 25th May 2018 and brings with it the most significant changes to data protection law in two decades. Based on privacy by design and taking a riskbased approach; the GDPR has been designed to meet the requirements of the digital age.
- Legal Basis for Processing we constantly review all processing activities to identify
  the legal basis for processing and ensuring that each basis is appropriate for the
  activity it relates to. Where applicable, we also maintain records of our processing
  activities, ensuring that our obligations under Article 30 of the GDPR and Schedule 1
  of the Data Protection Bill are met.
- Privacy Notice/Policy we have revised our Privacy Notice(s) to comply with the GDPR, ensuring that all individuals whose personal information we process have been informed of why we need it, how it is used, what their rights are, who the information is disclosed to and what safeguarding measures are in place to protect their information.
- Obtaining Consent we constantly review our consent mechanisms for obtaining personal data, ensuring that individuals understand what they are providing, why and how we use it and giving clear, defined ways to consent to us processing their information. We have developed stringent processes for recording consent, making sure that we can evidence an affirmative opt-in, along with time and date records; and an easy to see and access way to withdraw consent at any time.

- Data Protection Impact Assessments (DPIA) where we process personal information that is considered high risk, involves large scale processing or includes special category/criminal conviction data; we have developed stringent procedures and assessment templates for carrying out impact assessments that comply fully with the GDPR's Article 35 requirements. We have implemented processes to review the risk posed by the processing activity and implement mitigating measures to reduce the risk posed to the data subject(s).
- Special Categories Data where we obtain and process any special category information, we do so in complete compliance with the Article 9 requirements and have high-level encryptions and protections on all such data. Special category data is only processed where necessary and is only processed where we have first identified the appropriate Article 9(2) basis or the Data Protection Bill Schedule 1 condition. Where we rely on consent for processing, this is explicit and is verified by a signature, with the right to modify or remove consent being clearly signposted

## The carer/s agree to

- 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
  SCF's consent.
- Keep any information held on a computer about children looked after password protected and ensure all data is deleted when the child moves.
- Ensure that all written records concerning the child placed are kept securely in a locked cabinet, and securely destroyed or returned to SCF when a placement has concluded.
- Give an undertaking not to discuss any matters concerning any child cared for or previously cared for by SCF with any member of the press or media, and to refer any approach to the Practice Manager Fostering Support.
- Support SCF in ensuring that as an organisation they are compliant with GDPR legislation.

#### **Finance**

# SCF agrees to

- Pay the carer/s a fostering allowance in accordance with SCF's prevailing rates, fortnightly with one week in arrears and one week in advance. This will be paid by direct debit into a bank account nominated by the carer/s. The fostering allowance is intended to cover care for the child.
- Make payments to carers whilst children are in placement with them.
- Follow the policy set out in Section 2 of the Foster Care Handbook

- Use the money provided for the child in line with the guidance:
- 1. Maintaining a savings account for the child and a record of its use.
- 2. Maintaining records of any DLA received for the child and its use.
- 3. Keep a record and receipts of expenditure on a child's clothing and leisure activities.
- 4. Follow the policy set out in Section 2 of the Foster Care Handbook

#### Insurance

# SCF agrees to

- Provide insurance cover and legal expenses cover up to £10,000 for loss or damage caused by a child in their care or the child's parents
- Pay for membership of Fostering Network for each carer to cover initial legal advice for foster carer.

#### The carer/s agree to

- 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 SCF and request written confirmation from the company that the fostered children will be considered members of the household.
- Follow the policy set out in Section 2 of the Foster Care Handbook

# **Complaints and Representations**

# SCF agrees to

• Inform all carers of arrangements for making complaints or representations, concerning any area of SCF's services.

#### The carer/s agree to

• Ensure that children placed with them are made aware and have access to SCF's children's complaints procedures.

# **Recording & Communications**

# SCF agrees to

- Provide training around recording
- Ensure foster carers are provided with good information regarding the child and their needs
- Undertake 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 SCF where possible.
- Complete and maintain up to date recording as required.

# Working in Partnership

#### SCF agrees 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 SCF's fostering policies and practice guidance.
- Inform your Supervising Social Worker or Practice 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 Services tel: 01753 690690
- 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 SCF immediately by telephone, of any illness, accidents or significant occurrence affecting the child placed with them, and complete relevant written notification immediately. This is a duty to report and record.
  - Allow any child placed to be removed by a representative of SCF should the
    authority deem that the placement is no longer suitable. Use their best
    endeavours not to allow any person without authority to remove any child from
    their care.
  - Inform SCF 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 SCF remains the property of SCF, and not passing it on to any other agency without the prior agreement of the SCF Fostering Service.

# **Promoting Anti-racist practice**

#### SCF agrees to

Anti-discriminatory practice is fundamental to the ethical basis of care provision and critical to the protection of people's dignity. **The Equality Act** 2010 protects those receiving care and the workers that provide it from being treated unfairly because of any characteristics that are protected under the legislation.

#### The carer/s agree to

- To recognise who does and doesn't have the privilege.
- To recognise how those with privilege can use their power and influence to enable silenced or ignored voices to be heard, remove barriers, and ensure opportunities are open to all.
- To recognise how those with privilege can use their power and influence to enable silenced or ignored voices to be heard, remove barriers, and ensure opportunities are open to all.
- To ensure everyone gets to live a full life free from discrimination and harm.
- Talking to all household members about anti-racism so that children are cared for in inclusive and accepting families.
- To ensure that white children are provided with the care and input to become curious about culture and have opportunities to engage with different cultures and allyship.
- To enable children who are placed transracially to have access to environments where they are not a minority, i.e., clubs, holidays, and day trips.
- To develop my anti-racist practice by attending relevant training, i.e., meeting the needs of Black and global majority children, anti-racism and privilege.
- To develop my anti-racist practice through attending support groups.
- Ensuring that my household has books, toys and other materials that reflect Britain as a multi-racial society.

#### Standard Care Allowances

# 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
- 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
- Costs of necessary and agreed playgroup/nursery in excess of SCF's 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

Both parties agree to abide by the terms of this foster care agreement:
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SIGNED ON BEHALF OF SCF 'S INDEPENDENT FOSTERING AGENCY
Signature
Print Name
Position

## **SIGNED BY FOSTER CARER/S:**

**Signature Carer1** 

**Print Name Care1** 

**Signature Carer2** 

**Print Name Carer2** 

**Date** 

**Date**