

Interim Chief Executive and Director of Children's Services: Carol Douch

> Observatory House 25 Windsor Road Slough Berkshire SL1 2EL

# The Fostering Services Regulations 2011 and Schedule 5 Regulation 27 (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)

#### Care of the Child

SCF 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	intentions outlined in the Children Act 1989, National

# Safeguarding

SCF agrees to	The carer/s agree to
<ul> <li>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</li> <li>provide a copy of Fostering Networks Safer Caring book to the foster carer upon completion of the Safer Caring Training Course</li> </ul>	<ul> <li>Work in accordance with SCF's safeguarding procedures.</li> <li>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.</li> <li>Report all safeguarding concerns to the IFA immediately they become aware.</li> </ul>

## Support and Training

SCF agrees to	The carer/s agree to
<ul> <li>Support the carer/s through provision of supervising social worker visits, telephone contacts, support groups and out of hours support.</li> <li>Assist foster carers and young people where necessary to attend support groups and participation groups.</li> <li>Provide an annual learning &amp; development programme and take steps to ensure that the arrangements are as flexible as possible.</li> <li>Complete an annual PDP with foster carers outlining their learning needs.</li> <li>Pay membership fees for The Fostering Network.</li> </ul>	<ul> <li>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.</li> <li>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.</li> <li>Use their best endeavours to attend support groups and other learning opportunities including on-line learning.</li> <li>To provide their e-mail address to their social worker so that relevant materials / updates / information on learning and training be sent to them,</li> </ul>

## Reviews

SCF agrees to	The carer/s agree to
<ul> <li>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.</li> </ul>	<ul> <li>Participate in annual foster carer reviews including updating of health and safety checklist and all pet assessments.</li> <li>Co-operate with two yearly DBS checks</li> <li>Co-operate with three yearly medicals (or more often dependent on the advice of the GP or medical adviser)</li> <li>Co-operate with all other checks as required</li> </ul>

## Confidentiality

SCF agrees to	The carer/s agree to
<ul> <li>Undertake to protect confidential information and not share it inappropriately with external agencies</li> <li>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.</li> <li>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 risk-based approach; the GDPR has been designed to meet the requirements of the digital age.</li> <li>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.</li> <li>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.</li> </ul>	<ul> <li>The carer/s agree to</li> <li>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.</li> <li>Keep any information held on a computer about children looked after password protected and ensure all data is deleted when the child moves.</li> <li>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.</li> <li>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.</li> <li>Support SCF in ensuring that as an organisation they are compliant with GDPR legislation.</li> </ul>
Obtaining Consent – we constantly	
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	

## Finance

SCF agrees to	The carer/s agree to
<ul> <li>Pay the carer/s a fostering allowance in accordance with SCF's prevailing rates, fortnightly in advance which 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.</li> <li>Make payments to carers whilst children are in placement with them or when they are with a respite carer.</li> <li>Follow the policy set out in Section 2 of the Foster Care Handbook</li> </ul>	<ul> <li>Use the money provided for the child in line with the guidance:</li> <li>a) Maintaining a savings account for the child and a record of its use.</li> <li>b) Maintaining records of any DLA received for the child and its use.</li> <li>c) Keep a record and receipts of expenditure on a child's clothing and leisure activities.</li> <li>d) Follow the policy set out in Section 2 of the Foster Care Handbook</li> </ul>

#### Insurance

SCF agrees to	The carer/s agree to
<ul> <li>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</li> <li>Pay for membership of Fostering Network for each carer to cover initial legal advice for foster carer.</li> </ul>	<ul> <li>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.</li> <li>Follow the policy set out in Section 2 of the Foster Care Handbook</li> </ul>

## Complaints and Representations

SCF agrees to	The carer/s agree to
• Inform all carers of arrangements for making complaints or representations, concerning any area of SCF's services.	<ul> <li>Ensure that children placed with them are made aware and have access to SCF's children's complaints procedures.</li> </ul>

## Recording & Communications

SCF agrees to	The carer/s agree to
<ul> <li>Provide training around recording</li> <li>Ensure foster carers are provided with good information regarding the child and their needs</li> <li>Undertake a Placement Planning Meeting within five working days of the child being placed</li> </ul>	<ul> <li>Provide access to a computer, with internet access for their and their foster children's use.</li> <li>Receive and send information electronically to SCF where possible.</li> <li>Complete and maintain up to date recording as required.</li> </ul>

## Working in Partnership

SCF agrees to	The carer/s agree to
<ul> <li>Work in accordance with its policies, and practice guidance and provide copies to the foster carers.</li> <li>In particular provide the carers with a written policy on acceptable measures of control, restraint and discipline</li> <li>Provide the carers with a written procedure to be followed if a child is missing from the foster home without permission.</li> </ul>	<ul> <li>Work in accordance with SCF's fostering policies and practice guidance.</li> <li>Inform your Supervising Social Worker or Practice Manager Fostering Support without delay verbally and in writing as soon as possible thereafter of: <ul> <li>a) Any intended change of address</li> <li>b) Any change in the composition of the household.</li> <li>c) 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.</li> <li>d) Significant changes to the foster carer's health.</li> <li>e) Any involvement with the police by anyone in the household and declare any charges or cautions made against any member of the fostering household</li> </ul> </li> </ul>

immediately to your social worker or the Fostering Services tel: 01753 690690
<ul> <li>f) Any adult who stays in the foster carer's home overnight preferably in advance</li> </ul>
g) Anyone else in the circle of foster carer's friends and family who have regular and significant contact with children in placement
<ul> <li>h) 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.</li> </ul>
<ul> <li>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.</li> <li>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</li> </ul>
<ul> <li>a duty to report and record.</li> <li>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.</li> <li>Inform SCF in writing when considering a move to another proceeding and path to be a suitable.</li> </ul>
<ul> <li>agency (either local authority or independent) and not to commence any arrangements for assessment by another agency before such notice is given.</li> <li>The Form F assessment carried out by SCF remains the property of SCF, and not passing it on to any other agency</li> </ul>
without the prior agreement of the SCF Fostering Service.

## **Standard Care Allowances**

Allowances Breakdown	Description
1. Foster Care	<ul> <li>24 hour supervised care and accommodation of the child</li> <li>Food including lunch at school</li> <li>Special dietary needs</li> <li>Clothing, including sports and leisure</li> <li>General day to day travel</li> <li>Reasonable school transport costs- unescorted or supervised</li> <li>Local school outings and visits</li> <li>Leisure activities, local recreational visits and/or pursuits including materials for hobbies and tuition costs</li> <li>Cultural, ethnic, religious and spiritual belief/needs including bibles and prayer mats</li> <li>Pocket money</li> <li>Telephone calls (local and national) to family, and/or significant others including social services</li> <li>Toiletries and skin care products</li> <li>Hair care (cutting and products)</li> <li>Facilitating attendance at support groups and advocacy forums for the young person</li> <li>Support in attending health care appointments, educational appointments, and statutory reviews</li> <li>Child's reasonable travel costs to and from visits to family</li> <li>Court attendance costs – local court (child's and carer's travel costs and time)</li> <li>Facilitating pre-placement/planning/review meetings per child</li> <li>Costs of necessary and agreed playgroup/nursery in excess of SCF's special payment</li> <li>Purchase/replacement of basic equipment/furnishings and furniture.</li> <li>Cost of utilities and other expenses associated with the home</li> <li>Written progress reports on assessments by the foster carer on individual children for planning</li> </ul>
2. Events	<ul> <li>Holidays (in or out of the UK)</li> <li>Festival</li> <li>Birthdays</li> </ul>

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

#### SIGNED ON BEHALF OF SCF 'S INDEPENDENT FOSTERING AGENCY

Signature	
Print Name	
Position	
Date	

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

Signature Carer1	
Print Name Care1	
Signature Carer2	
Print Name Carer2	
Date	