

Children's Wellbeing Directorate

Foster Care Agreement
Children Act 1989**NOTES**

- i) The purpose of this form is to set out the terms under which you will provide foster care. There are responsibilities for both the authority and yourselves, which are detailed in this agreement.
- ii) Once you have read and are happy that you understand and accept the agreement, you should sign it, as will a representative of the Council. You will also be given a copy of the signed form for you to keep.
- iii) If you require any further information, your Social Worker will be able to help.

This is an agreement between Herefordshire Council and

Name:

Foster carers who were approved by the authority on:

Approved for:

Herefordshire Council agree:

- 1 To offer support in the following ways:
 - i) A family placement worker will act as the foster carers' own social worker.
 - ii) Whenever a child is placed, the foster carers will be given the name of the person who can be contacted and who has case responsibility for the child.
 - iii) Through organisation of local support group meetings.
 - iv) Through links with experienced foster carers.
 - v) Through the provision of 24-hour emergency back-up services through the emergency social work duty team.
 - vi) By offering individual membership of The Fostering Network.
 - vii) By providing periods of respite care for the child placed when necessary.
 - viii) By providing regular planned breaks between placements when necessary.
- 2 **To pay an allowance** sufficient to cover the costs of caring for any child placed. These allowances are reviewed every year and foster carers will be notified of any changes in March/April each year. (See handbook for details of allowances). Other allowances/fees will be considered according to individual circumstances.
- 3 **To provide further training** which will be locally based as far as is possible, to enable foster carers to develop skills and keep up to date with new legislation and matters relevant to the fostering service. Foster carers will be kept informed of departmental training and will have a responsibility to take advantage of the opportunities available. Expenses incurred in the course of training (eg travel and child-minding) will be reimbursed.
- 4 **To review** the foster carers **on an annual basis**, looking at the service they provide for and receive from the local authority. The operation of this agreement will be reviewed as part of this process.

Reviews will also be held following a significant change in the foster carers' circumstances, or at the foster carers' request (see handbook for further information on reviews).
- 5 **To provide essential information** on every child placed with the foster carers, prior to, or at the beginning of placement.
- 6 **To ensure that a foster placement agreement** is drawn up in respect of every child placed in the foster carers' household. The agreement will be entered into by Herefordshire Council (or whichever agency has placed the child), the foster carers, the child's parent(s) or other person with parental responsibility, and where appropriate, the child.
- 7 **To provide insurance** cover for foster carers by means of Herefordshire Council's liability insurance policy as follows:
 - i) If an accident occurred whilst a carer was acting in their capacity as a foster carer, which resulted in an injury to a third party, or damage to property belong to a third party, any resulting claim would be made against the Council, not against the foster carers.
 - ii) If the carer him/herself was injured, they would have the right to claim against the Council only if it could be shown that the accident was due to the Council's negligence.
 - iii) If any personal property belonging to a carer was damaged, they should claim against their own household insurance policy. If the insurance company is not prepared to cover the loss, the Council would then consider a claim for an ex-gratia payment.

Carers are also covered through membership of The Fostering Network for legal costs incurred in the event of a prosecution arising out of the member's fostering activities providing the carer has made a plea of not guilty and the solicitor acting feels there is a good case. In those situations, claims would be paid even if a finding of guilty is made.

- 8 **To deal appropriately** with complaints to the Council regarding the service to children being looked after and/or the service to foster carers themselves. For details of how and when to make a complaint, see the Foster Carers' Handbook - "Complaints".
- 9 **To provide** a handbook of information for foster carers – this is available online.

The Foster Carers agree:-

- 1 **To care for any children placed** as if they were members of the foster carers' own family, and to promote their welfare, having particular regard to their ethnic origin, religion, culture and language.
- 2 **To exercise discipline and routine** in respect of children placed in a manner appropriate to their age and understanding, but not to administer any form of **corporal punishment**, not to deprive a child of food and drink or restrict contact with members of the child's own family as a form of punishment (see handbook for further details - "Discipline").
- 3 **To notify the Children and Young People's Directorate** immediately of any serious illness of the child or any other serious occurrence affecting the child.
- 3a **To follow and co-operate with** Herefordshire Children and Young People's Directorate policies on the protection of children. She/he must inform the Department of any concerns, allegations and incidents of abuse or neglect affecting any child placed within the foster home
- 4 **To allow the child to be removed** by the Department if it decides to do so in the exercise of its statutory duties.
- 5 **To comply with the terms of any foster placement agreement**, which will be drawn up in respect of every child placed.
- 6 **To permit any person** authorised by the Children and Young People's Directorate to visit the child at any time.
- 7 **To ensure that all information** given in connection with the placement about children placed, their families and any other person is kept strictly confidential and is not discussed with anyone except with the agreement of the placing agency.
- 8 **To allow contact** between the child and a parent or person with parental responsibility, or with any person named in a Contact Order, in accordance with any arrangement made or agreed by the Children and Young People's Directorate.
- 9 To promote the child's education at all times - in particular by liaising with the school in partnership with the birth parent.. Initial school uniform costs and all educational equipment and activities will be funded by the local authority.
- 10 **To take up opportunities for further training.**
- 11 **To give notice in writing** to the Children and Young People's Directorate with full particulars in the following circumstances:
 - i) intended change of address
 - ii) change in composition of the household
 - iii) any other change in the foster carers' personal circumstances, or any other event affecting either the capacity to care for any child placed or the suitability of the household.
 - iv) if any further request or application to foster, adopt, child-mind or apply for registration of a playgroup or nursery, is made.
 - v) any member of the carers' household is charged with a criminal offence.
 - vi) intention to resign as a carer (28 days' notice).
- 12 To accept that it will usually be appropriate for foster carers to retire from fostering when the main carer reaches the age of 65 years. This issue will be discussed in reviews from the time the main carer reaches the age of 60 years. Exceptions will be considered based on the individual circumstances (see handbook for further details).
13. To co-operate with the Ofsted and particularly to allow a representative of Ofsted to interview him/her and visit at any reasonable time.

Signed on behalf of Herefordshire Council

FOSTERING TEAM MANAGER

DATED:

I/We declare that we have read and understood this agreement and will access the Foster Carer Handbook on the Herefordshire Council Website, and agree to abide by their terms and conditions.

Signed by the foster carers

Date