



Response to Request for Information

Reference FOI 041548
Date 14 April 2015

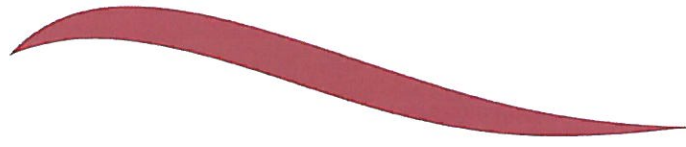
Fostering Policy

Request:

We write to ask that the Local Authority provide a copy of the most recent Fostering Policy which is in place for your foster carers. This should include the allowances payable to carers and the different skills payments/levels of payments and what is required to meet the requirements to get these payments. We require the policy which also includes Family and Friends Carers.

Please see below our policies regarding Fostering. Note that these are currently under review. We do not have a date when the new versions will be available but can estimate between 6 and 12 months time.

Wolverhampton City Council



FAMILY & FRIENDS

FOSTER CARE

TERMS AND CONDITIONS

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1.0 Introduction

- 1.1 Further to the approved Cabinet Report of 19 July 2005 which provides for the formal establishment and approval of the Recruitment and Retention Scheme for Foster Carers this Agreement is made between the Council and the parties as indicated on the signatory page 13 and is effective from 2 October 2005
- 1.2 Based on the principle that Foster Care should replicate a normal family environment it is expected that Foster Carers will foster a child/ren for 52 weeks per annum and include the child/ren in their usual family activities
- 1.3 Foster Carers provide a service to the Council on the terms and conditions specified in this agreement All liabilities in respect of Income Tax and National Insurance are the sole responsibility of the Foster Carer/s

2.0 Definitions

In this Agreement save where the context otherwise requires the following expressions shall have the meanings assigned to them:-

Council	Wolverhampton City Council acting for itself in respect of the procurement of the service
Council's Decision Maker	Senior Operations Manager of the Council's Social Services Children's Services Department
Date of Approval as Foster Carer	The date on which the Council's Decision Maker signs off the recommendation of the Fostering Panel to Approve a Foster Carer
Foster Care	Provision of a family based environment for Looked After Children based on the principle that Foster Care should replicate a normal family environment and be provided for 52 weeks per annum
Foster Carer	A person/s who has/have been approved to act as a Foster Carer/s following the formal assessment process in accordance with The Fostering Services Regulations 2002 to care for looked after children in their own home Foster carers may have limited approval to care for a specific child and may be a relative or friend of the child
Fostering Allowance	Weekly age related payments to cover the cost of fostering a child in accordance with the Fostering Network's recommended rates
Fostering Network	This is a voluntary organisation for foster carers previously known as the National Foster Care Association

Terms and Conditions

Fostering Panel	The Fostering Panel considers and makes recommendations on applications for approval of foster carers; reviews, variations and terminations of foster carer's approvals; exemptions from fostering limits; and special items in relation to foster carers for example, complaints or child protection investigations
Looked After Child	A child who is provided with Accommodation, arranged by the Council or a child who is the subject to an Interim or full Care Order or Emergency Protection Order Children placed with Parents Relatives or Friends are also Looked After as are children placed in Children's Homes Foster Homes and Secure Accommodation
Placement	Any placement of a child made by Wolverhampton City Council with an approved Foster Carer
Respite	A temporary or series of temporary periods of stay for a child in foster care with an alternative foster carer for the purpose of giving a break to the child's usual foster carer

3.0 Payment – Main Stream Carers

Foster Carers shall be paid Fostering Allowances in accordance with the following rates on the basis of the terms and conditions contained in this document These rates and allowances have been established in accordance with the report detailed in Clause 1.0 of this agreement and represent the sole rates and allowances to be paid for foster care and replace all previously existing payment mechanisms This means that the Council shall no longer provide for items such as school uniform replacement furniture etc

3.1 Fostering Allowances (Fostering Network Recommended Rates)

Age of child	Weekly Rate
0 – 4	£120.69
5 – 10	137.48
11 – 15	171.14
16+	208.14

Payments shall be made per child either per week in arrears or on the last Friday of every calendar month in accordance with the above rates This constitutes the full cost of caring for a child as recommended by the Fostering Network The only additional payments that shall be made are detailed in Clause 3.3 below

3.2 Appendix I of this Agreement provides guidance for Foster Carers of minimum levels of expenditure the Council shall expect to be made in

respect of Clothing Pocket Money and Savings Foster Carers shall maintain accurate records of expenditure in relation to these three areas as required by the Council

3.3 In recognition of the additional expenses that for instance occur in relation to the celebration of birthdays and annual/religious festivals (eg purchase of gifts and arrangement of parties) and annual holidays or day trips additional payments shall be made as follows:

- i) one week's fostering allowance shall be paid annually on the occasion of each child's birthday
- ii) one week's fostering allowance in respect of annual/religious festivals shall be paid annually at Christmas unless the Foster Carer specifies to the Council that this payment should be made on a different occasion in respect of an alternative annual/religious festival
- iii) two week's fostering allowance in respect of holidays or day trips shall be paid annually at the Foster Carer's request Any other additional expenses will only be paid in exceptional circumstances with the approval of a Senior Manager in the Family Placement Service

3.4 The Fostering Allowance shall be reviewed annually in April and may be raised in accordance with the allowances recommended by the Fostering Network

4.0 Respite Care

4.1 Foster Carers shall obtain authorisation from a Senior Manager in the Family Placement Service for all requirements for respite care and shall not make private arrangements for respite within their own personal support networks

5.0 Working Carers

5.1 Potential foster carers employment status shall be fully explored at the time of assessment and placements shall only be made where approval for them to continue in employment has been granted after consideration of the best interests of the child/ren to be placed with them

5.2 Existing foster carers who wish to take up employment shall notify their Support Worker and approval may be given if the Council

considers that such employment shall not prove detrimental to the welfare and wellbeing of the child/ren placed

- 5.3 Where a foster child is ill or absent from school for any other reason carers shall make arrangements for the child to be cared for through their personal support network whilst they are at work

6.0 Training

- 6.1 As a minimum the main carer of each foster care family shall be required to undertake the equivalent of eight days training within the first year following approval as a Foster Carer and subsequently six days training per year
- 6.2 Second carers may attend training courses if they wish and if places are available after allocation to Main Carers and shall be paid the relevant delegate fee as detailed in clause 6.3 below and up to the maximum specified in clause 6.4 below
- 6.3 All Foster Carers may undertake training over and above the minimum requirements specified in clause 6.1 above However no delegate fees shall be paid in respect of these additional training courses
- 6.4 A delegate fee of £200 per day shall be paid to each foster carer that attends training courses that have been approved or organised by the Council's Social Services Children's Services Department
- 6.5 Delegate fees shall be paid annually for a maximum of eight days training within the first year following approval and subsequently up to a maximum of 6 days training per year Mandatory Courses shall be identified in the training pathway and any additional courses relevant to their approval status shall be agreed with the Carers Support Worker
- 6.6 Payments shall be made only when:
- i) The Carer has first attended all mandatory courses identified in the training pathway and
 - ii) the full annual programme has been completed by the Carer or
 - iii) where exceptional circumstances are approved by a Senior Manager

7.0 School Exclusions

- 7.1 Where a foster child is excluded from school the foster carer shall care for the child during school hours or make alternate arrangements for the child to be cared for through their identified personal support network
- 7.2 Where it is absolutely impossible for a foster carer or any member of their personal support network to care for an excluded child during school hours and where authorisation has been obtained from a Senior Manager of the Council alternative arrangements for the child to be looked after shall be identified by the Council

8.0 School Leave Days

- 8.1 Where it is not possible for a Foster Carer to look after a child in their care during school leave days the Foster Carer shall make alternative arrangements for the child through their identified personal support networks

9.0 Children Working

- 9.1 Foster Carers shall obtain authorisation from the Council prior to permitting any Foster Child to undertake part time work
 - i) Children undertaking part time work (eg paper round) shall be permitted to keep 100 per cent of their earnings in addition to their pocket money clothing and savings minimum amount
- 9.2 Foster Carers shall notify the Council of the intention of a Foster Child aged 16 or over to enter fulltime employment
 - i) Children aged 16 and over undertaking fulltime work shall be required to pay one quarter of their net salary to the foster carer and consequently the fostering allowance shall be reduced by the amount equivalent to one quarter of the child's net salary

10.0 Transportation

- 10.1 Foster Carers shall facilitate contact arrangements for Children by taking them to a designated Contact Venue Alternative arrangements may be made but only in exceptional circumstances
- 10.2 Foster Carers are expected to transport children to and from school In exceptional circumstances alternative arrangements may be made

- 10.3 Where the specified transportation arrangements cannot be made the Foster Carer shall notify their Support Worker giving reasonable notice

11.0 Missing Persons

- 11.1 Where a foster child absconds or is missing from the foster home Foster Carers shall refer to the Foster Care Handbook Section 3 – Foster Children in Your Care and follow the directions given therein

12.0 Health and Safety

- 12.1 Foster Carers shall take every precaution to ensure the health and safety and well being of children in their care at all times and shall comply with the provisions of the Council's Health and Safety Policy and the requirements in relation to Safety in the Home as specified in the Foster Care Handbook Section 9 – Reference and any other relevant health and safety regulations and appropriate Codes of Practice in force
- 12.2 Foster Carers shall comply with the requirements specified in the Foster Care Handbook Section 9 – Reference in respect of accidents or injuries sustained by a child in their care and maintain a detailed record of such incidents in their daily diary

13.0 Audit and Accounting Controls

- 13.1 The Foster Carer shall not do anything in connection with this Agreement which restricts or prevents compliance by the Council their members and officers with the Council's Standing Orders and Financial Regulations and shall if required give assistance to the Council their officers and members in complying therewith

14.0 Termination

- 14.1 In the event that the Foster Carer is in breach of their obligations under this Agreement then the Council may serve notice to remedy the breach upon the terms and within the times stipulated in the notice
- 14.2 This Agreement may be terminated at any time by the Foster Carer giving a minimum of 28 day's notice of their intention to de-register as a Foster Carer in writing to the Supervising Social Worker
- 14.3 An individual placement may be terminated by either party giving 28 days notice to the other or sooner if the Council considers the earlier transfer of the child to be in their best interests

- 14.4 During any 28 day period of notice both parties shall co-operate to ensure that the best interests of any child/ren is/are safeguarded During this period the Council will if required facilitate in consultation with the child/ren and/or their families or representatives an alternative Foster Carer In the event that an alternative Foster Carer is found prior to the end of the 28 day notice period the Council reserves the right in the best interests of the child/ren to move the child/ren to the alternative Foster Carer immediately and notice periods will be waived This Agreement will be deemed to be terminated on the date of transfer of the last child from the Foster Carer to an alternative Foster Carer and any remaining notice period will be waived
- 14.5 The Council reserves the right to terminate this Agreement immediately if the Foster Carer or any member of their household commits any act or whose omission is after investigation found to have been prejudicial to the care and wellbeing of any child
- 14.6 Upon valid termination the Council shall only be liable to pay that part of the payments apportioned to the date of termination

15.0 Safeguarding Children Procedures

- 15.1 Foster Carers shall comply with the prevailing Multi-Agency Safeguarding Children Procedures copies of which are available from the Council's Child Support Service upon request When the Safeguarding Children Procedure is invoked the Foster Carer shall attend all meetings associated with the Safeguarding Children investigation if invited to do so in order that the Foster Carer can contribute to sharing information and decisions

16.0 Suspensions

- 16.1 The Council may by written notice to the Foster Carer without incurring any liability whatsoever or howsoever arising subject to the Council not acting in a prejudicial or negligent manner suspend the making of further placements by the Council to the Foster Carer during and pending the outcome of any Council or other regulatory investigation into any complaint or series of complaints against the Foster Carer which would if substantiated permit the termination of the Agreement and subsequent de-registration as a Foster Carer

17.0 Resolution of Disputes

17.1 Any dispute arising between the Council and the Foster Carer in respect of or arising out of this Agreement shall be dealt with in accordance with the following provisions

- (i) Any dispute relating to any formal agreement document or its interpretation shall in the first instance be referred to a Senior Manager of the Council
- (ii) Any dispute between the Council and the Foster Carer shall in the first instance be referred to a Manager within the Council's Family Placement Team
- (iii) Each party shall use their best endeavours to resolve the dispute
- (iv) If the dispute cannot be resolved in accordance with the above clause it shall be referred to the next level of line management within the Council's Family Placement Team who shall use their best endeavours to resolve the dispute
- (v) If the dispute cannot be resolved in accordance with the above clause it shall be referred to the Council's Chief Children's Services Officer
- (vi) Any dispute that cannot be resolved in accordance with the above clauses shall be addressed in accordance with the Council's Formal Complaints Procedure

18.0 Insurance – Accidental/Malicious Damage

18.1 Foster Carers are advised to purchase relevant household insurance and declare their fostering activities to their insurers to indemnify against accidental damage Foster Carers that elect not to purchase such insurance shall be personally liable for any accidental damage caused by any child/ren in their care

18.2 The Council shall be liable for any malicious damage caused by a child/ren in care to a Foster Carer's home or personal property The Foster Carer shall notify the Supervising Social Worker of such damage and the circumstances surrounding its occurrence and the Supervising Social Worker in consultation with the child's Social Worker shall prepare a report giving details of the incident which shall

be submitted to the Council's Insurance Section for determination of whether the damage was carried out maliciously

- 18.3 Public Liability cover subject to a limit of £5 million is provided for individual Foster Carers approved by the Council. Cover is provided in respect of all sums for which Foster Carers may become legally liable as compensation arising out of accidental death, illness or injury caused to a third party and for any accidental loss or damage to a third party's property whilst acting in the capacity as a Foster Carer.

19.0 Law

- 19.1 This Agreement shall be governed by and construed in accordance with English Law and the Foster Carer shall irrevocably submit to the jurisdiction of the English courts.
- 19.2 The Foster Carer shall at all times comply with all statutory and other legal obligations in the performance of this agreement.
- 19.3 In relation to its obligations under this Agreement the Foster Carer is subject to and must act in accordance with the provisions of the Human Rights Act 1998 and take such action as the Council may reasonably require for the purpose of ensuring compliance with the Act.

20.0 Force Majeure

- 20.1 Neither the Council nor the Foster Carer shall be liable for any delay or failure in performing its obligations for any circumstances beyond its reasonable control such as and including but not restricted to flood, fire and civil unrest or emergency, but the Council shall in such circumstances be entitled to take such action as is reasonable and/or necessary to protect the interests of the child/ren in care.

21.0 Severance

- 21.1 If any provision of this Agreement shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not impair or affect any other part of this Agreement.

22.0 Waiver

- 22.1 Failure at any time by the Council or the Foster Carer to enforce any of the provisions shall not be construed as a waiver of any such provisions of this Agreement and shall not affect the validity or any part of it or the right of either the Council or Foster Carer to enforce any provision in accordance with its terms.

23.0 Freedom of Information

- 23.1 The Foster Carer shall acknowledge and accept that the Council under the Freedom of Information Act (2000) has obligations as a public body to provide upon request access to recorded information held by the Council to the general public and that information which the Council holds about the Foster Carers may be subject to disclosure unless the Council decides that one of the statutory exemptions applies. The decision as to what information will be disclosed will be reserved to the Council.
- 23.2 The Foster Carer shall co-operate with the Council in order to allow the Council to execute its statutory obligations and shall not unreasonably withhold or delay the provision of information which the Council may be obliged to provide.

24.0 Equal Opportunities

- 24.1 The Foster Carer shall comply with the Council's Equal Opportunities Policy.

Terms and Conditions

SIGNATURES OF THE PARTIES

Main Foster Carer Name	Signature
	Date
Second Foster Carer Name	Signature
	Date
Address	
Telephone No	
On behalf of the Council Name	Signature
Address	
	Date

Please complete below any existing employment details

Employer	Hours of work
Contact number	Signature

Wolverhampton City Council



FOSTER CARERS

RECRUITMENT AND RETENTION

TERMS & CONDITIONS – APRIL 2008

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1.0 Introduction

- 1.1 This document is to be read and applied in conjunction with the Revised Foster Carer 'Recruitment and Retention Policy' and 'Foster Care Agreement'.
- 1.2 Further to approval by the Council's Resource Panel on 26 February 2008, which approved the revised Recruitment and Retention Scheme for Foster Carers, this Agreement is made between the Council and the parties as indicated on the signatory page 16 and is effective from 1st July 2008. It replaces and invalidates all other agreements made.
- 1.3 Based on the principle that Foster Care should replicate a normal family environment it is expected that Foster Carers will foster a child/ren for 52 weeks per annum and include the child/ren in all their usual family activities.
- 1.4 Foster Carers provide a service to the Council on the terms and conditions specified in this agreement. All liabilities in respect of Income Tax and National Insurance are the sole responsibility of the Foster Carer/s.

2.0 Definitions

- 2.1 In this Agreement save where the context otherwise requires, the following expressions shall have the meanings assigned to them:-

Council	Wolverhampton City Council acting for itself in respect of the procurement of the service.
Council's Decision Maker	Head of Service – Looked After Children, of the Council's Children & Young People's Service Group.
Date of Approval as Foster Carer	The date on which the Council's Decision Maker signs off the recommendation of the Fostering Panel to Approve a Foster Carer.
Foster Care	Provision of a family based environment for Looked After Children based on the principle that Foster Care should replicate a normal family environment and be provided for 52 weeks per annum.
Foster Carer	A person/s who has/have been approved to act as a Foster Carer/s following the formal assessment process in accordance with The Fostering Services Regulations 2002 to care for looked after children in their own home. Foster carers may have limited approval to care for a specific child and may be a relative or friend of the child.
Fostering Allowance	Weekly age related payments to cover the cost of fostering a child in accordance with the Fostering Network's recommended rates.
Fostering Network	This is a voluntary organisation for foster carers, previously known as the National Foster Care Association.
Fostering Panel	The Fostering Panel considers and makes recommendations on applications for approval of foster carers; reviews, variations and terminations of foster carer's approvals; exemptions from fostering limits; and special items in relation to foster carers for example, complaints or child protection investigations

Looked After Child (LAC)	A child who is provided with Accommodation, arranged by the Council or a child who is the subject to an Interim or full Care Order or Emergency Protection Order. Children placed with Parents Relatives or Friends are also Looked After, as are children placed in Children's Homes, Foster Homes and Secure Accommodation.
Placement	Any placement of a child made by Wolverhampton City Council with an approved Foster Carer.
Recruitment and Retention (R&R) Payments	A payment scheme introduced for approved foster carers based on time served as foster carers to replace the previously existing 'Payment for Skills' scheme.
Respite	A temporary or series of temporary periods of stay for a child in foster care with an alternative foster carer for the purpose of giving an interval to the child's usual foster carer.
Shared Care Carer	An approved Foster Carer that provides regular short-term care for a disabled child in foster care.
Specialist Foster Carer	An approved Foster Carer who provides care for children who have much more complex or specialist needs. Such children may display more aggressive or sexualized and violent behaviour, or be remanded from the courts to the care of the Local Authority and therefore may require a different or specific type of foster carer to care for them.
Emergency Foster Carer	An approved foster carer who will provide placements which are time limited to a maximum of 7 days and are available to accept children 24/7/365. They will cater for children within an age range of 0-13 years or 13-17 years.

3.0 Payment – Mainstream Carers

Foster Carers shall be paid Fostering Allowances and R&R Payments in accordance with the following rates on the basis of the terms and conditions contained in this document. These rates and allowances represent the sole rates and allowances to be paid for mainstream foster carers and replace all previously existing rates and payment mechanisms. This means that the Council shall no longer provide payments indefinitely, when there are no LAC in placement.

3.1 Recruitment and Retention Payments

Time as Foster Carer for Wolverhampton City Council	Weekly Payment to each foster care household (At 01.04.08)
0 - 2 years	£168.88
2+	£179.44
3+	£189.99
4+	£200.54
5+	£211.10
6+	£221.66
7+	£232.21
8+	£242.76
9+	£253.32

Payments shall be made either weekly in arrears or on the last Friday of each calendar month per foster care household in accordance and with the above rates, commencing from the date of Approval as a Foster Carer.

- 3.2 This R&R payment will decrease based on the number of weeks without a LAC in placement, in accordance with the reductions stated below:

Number of weeks without a LAC in placement	Percentage decrease in the weekly R&R payment
4	25%
5	50%
6	75%
7+	100%

The decision relating to when the timescale for 'number of weeks without a LAC in placement' actually commences for the foster carer, will be taken by the fostering Team Manager or a more senior officer.

- 3.3 All carers are expected to provide a 5 year age band, unless where exceptional circumstances, e.g. such as ages of birth children, make this inappropriate for a very limited time period.

In the event of carers not being able to offer a full 5 year age band, when they do not have a child in placement a sliding scale of R&R payments will be implemented:

Age range offered	Percentage R&R entitlement
4 years	80%
3 years	60%
2 years	40%
1 year	20%

All carers are expected to offer placements for both male and female LAC unless there are exceptional circumstances, e.g. the gender of their own children with whom the LAC would share a bedroom, make this inappropriate.

Carers who can only offer single gender placements, without there being exceptional circumstances, will only be entitled to 50% R&R payment where there is no LAC in placement.

The decision to consider and apply 'exceptional circumstances' as mentioned in paragraph 3.3 will be taken by the Fostering Team Manager or a more senior officer.

- 3.4 Additional payments shall be made in respect of the following:

- i) A 50 per cent increase in respect of a group of three LAC, for the period of placement.
- ii) A 100 per cent increase in respect of a sibling group of four or more LAC, for the period of placement.
- iii) A 100 per cent increase in respect of a LAC who them self has a baby who is also a LAC, for the period where both LAC remain in placement.

- iv) A 50 per cent increase in respect of a LAC with significant disabilities, e.g. that require consistent use of specific aids, equipment or adaptations within the foster carer's home, for the period of placement.

3.5 The Recruitment and Retention Payments shall be reviewed annually in April and shall be raised in accordance with the inflationary uplift applied to the salaries of council staff.

3.6 **Fostering Allowances (Fostering Network Recommended Rates)**

Age of child	Weekly Rate (At 01.04.08)
0 – 4	£121.68
5 – 10	£138.61
11 – 15	£172.55
16+	£209.86

Payments shall be made per child either per week in arrears or on the last Friday in each calendar month in accordance with the above rates. This constitutes the full cost of caring for a child as recommended by the Fostering Network. The only additional payments that shall be made in respect of LAC are detailed in Clause 3.8 below.

3.7 Appendix I of this Agreement provides guidance for Foster Carers of minimum levels of expenditure the Council expects to be made in respect of Clothing, Pocket Money and Savings. Foster Carers must maintain accurate and comprehensive records of all expenditure in relation to these three areas, as required by the Council.

3.8 In recognition of the additional expenses that for instance occur in relation to the celebration of birthdays and annual/religious festivals, (e.g. purchase of gifts and arrangement of parties) and annual holidays or day trips, additional payments shall be made as follows:

- i) One week's fostering allowance shall be paid annually on the occasion of each child's birthday.
- ii) One week's fostering allowance in respect of annual/religious festivals shall be paid annually at Christmas, unless the Foster Carer specifies to the Council that this payment should be made on a different occasion, in respect of an alternative annual/religious festival.
- iii) Two week's fostering allowance in respect of holidays or day trips shall be paid annually at the Foster Carer's request.

Any other additional expenses will only be paid in very exceptional circumstances and with the prior approval of the Fostering team Manager or more senior officer.

3.9 The Fostering Allowance shall be reviewed annually in April and shall be raised in accordance with the allowances recommended by the Fostering Network.

4.0 Availability

- 4.1 Foster Carers will be provided with all relevant and appropriate information about the child/ren they are asked to care for prior to the placement commencing, wherever possible.
- 4.2 Foster carers shall inform the Council's Children and Young Peoples Fostering Team Duty Officer on the same day that a child is placed with them or moves on thereby creating a vacancy to accept a new placement.
 - i) Foster Carers should refer to the Council's Foster Care Handbook Section 9 – Reference – Helpful telephone numbers and addresses for the contact number of the Fostering Team.
 - ii) When a child will be moving on, the Foster Carer shall pack the child's clothing and personal items in a suitable suitcase or holdall which shall be purchased using the fostering allowance.
- 4.3 Foster carers shall be available to accept new placements at any and all times if a vacancy exists within their home and they shall take reasonable measures to remain contactable at all times by the Council. This includes notifying the Council of alternate contact details (e.g. mobile phone numbers) if the Foster Carer is to be away from home for more than a two hour period.
- 4.4 When a foster carer becomes unavailable or refuses to accept a placement that is within their approval category or otherwise negotiated with them, their R&R payment shall cease from the date of refusal of a placement or declaration of unavailability, unless the reason for refusal or unavailability is agreed in advance by the fostering Team Manager or more senior manager of the Council.
- 4.4 The R&R payment shall continue to be paid to Foster Carers whilst any allegation against them is being investigated and until a decision has been made by the Fostering Team Manager or where appropriate, the Fostering Panel and ratified by the Council's Decision Maker.
- 4.5 Where a Foster Carer's illness prevents them from caring for a child the R&R Payment shall continue until a decision has been made by the Fostering Team Manager or where appropriate, the Fostering Panel and ratified by the Council's Decision Maker.

5.0 Specialist Foster Carers

- 5.1 Specialist Foster Carers will receive an enhanced rate of an extra 50% payment in addition to the top point R&R payment. Foster Carers who are assessed as being able to satisfactorily provide two such placements, will be paid at the top point R&R payment per LAC in placement.

6.0 Emergency Foster Carers

- 6.1 Emergency Foster Carers who offer this provision will receive an enhanced rate of an extra 50% in addition to their normal R&R payment. Emergency Foster Carers will only be paid on a pro rata basis, whilst there is a LAC actually in placement.

7.0 Shared Care

- 7.4 Shared Care Carers who assist with the care of children with significant disabilities, e.g. that require consistent use of specific aids, equipment or adaptations within the foster carer's home, shall be paid R&R Payments (maximum of one per household) and Fostering Allowances (per child), which shall be calculated on a daily basis for the periods of care provided.
- 7.5 Mainstream Foster Carers in receipt of R&R payments who also undertake additional shared care duties, shall receive only the daily Fostering Allowance in respect of every child they care for under the specific 'Shared Care' arrangement.
- 7.6 In recognition of the additional expenses that normally occur in relation to the celebration of birthdays and annual/religious festivals (e.g. purchase of gifts and arrangement of parties) additional Shared Care Fostering Allowance payments shall be made as follows:
- i) One day's Fostering Allowance shall be paid annually on the occasion of each child's birthday.
 - ii) One day's Fostering Allowance in respect of annual festivals shall be paid annually at Christmas, unless the Shared Care Foster Carer specifies to the Council that this payment should be made on a different occasion in respect of an alternative annual festival.
- 7.7 Other additional payments in respect of Shared Care shall be made as follows:
- i) One day's Fostering Allowance in respect of attendance at either the shared carer's review or a child's review where these fall on a day when no child is in residence
 - ii) One day's Fostering Allowance in respect of each introductory meeting or visit made.
 - iii) Two day's Fostering Allowance in respect of an initial placement fee for each new child placed.

8.0 Respite Care

- 8.1 Based on the principle that fostering should replicate family life and that all foster carers shall care for a child for fifty two weeks per annum, neither R&R payments nor Fostering Allowance payments shall be made in instances where the child/ren receiving care are transferred to an alternative placement for respite reasons.
- 8.2 However, in recognition of the fact that on occasion and under very exceptional circumstances, the main Foster Carers may require respite care (e.g. to enable the placement to continue) the Foster Carer shall continue to receive the R&R Payment for the period of respite, where this has been authorised in advance by the fostering Team Manager or a more senior officer of the Council.

- 8.4 Foster Carers shall not make private arrangements for respite, either within their own identified personal support networks or elsewhere, unless they have formally requested respite care and obtained prior authorisation from the fostering Team Manager or a more senior officer of the Council.

9.0 Working Foster Carers

- 9.1 Potential Foster Carers employment status shall be fully explored at the time of assessment and placements shall only be made where approval for them to continue in employment has been granted after full consideration of the best interests of the child/ren to be placed with them.
- 9.2 Existing foster carers who wish to take up employment shall notify their Supervising Social Worker in advance and approval may be given, if the Council considers that such employment shall not prove detrimental to the welfare and wellbeing of the child/ren placed with them.
- 9.3 Where a foster child is ill or absent from school for any other reason, Foster Carers shall make comprehensive arrangements for the child to be cared for through their own personal support network whilst they are at work and they shall also inform the Child's Social Worker and Supervising Social Worker of these arrangements.

10.0 Training

- 10.1 As a minimum, the main carer of each foster care family (including Shared Carers) will be required to undertake the equivalent of eight days training within the first year following approval as a Foster Carer and six days training per year subsequently.
- 10.2 Second carers may attend training courses if they wish and if places are available after allocation to Main Carers but they will receive no payment for this. However, the agency will reimburse such carers where they can provide evidence of loss of 'normal earnings' from their other employment. The reimbursement will be equal to the amount of loss of 'normal earnings'.
- 10.3 A delegate fee of £100 per day shall be paid to each Foster Carer that attends the mandatory training courses that have been approved or organised by the Council's Children and Young People's Service.
- 10.4 All Foster Carers may undertake training over and above the minimum requirements specified in clause 8.1 above. However, no delegate fees shall be paid in respect of these additional training courses.
- 10.5 Delegate fees shall be paid annually for a maximum of eight days training within the first year following approval and up to a maximum of 6 days training per year subsequently. Mandatory Courses shall be identified in the training pathway and any additional courses relevant to their approval status shall be agreed in advance with the Carers Support Worker.
- 10.6 Payments shall only be made when:

- i) The Carer has attended all the mandatory courses identified in the training pathway and
 - ii) The full annual programme has been completed by the Carer or
 - iii) Where exceptional circumstances have been approved by the Fostering Team Manager or a more Senior Manager
- 10.7 All carers will complete Pre Approval training (Skills to Foster) in order to help them meet the initial challenges of Fostering.
- 10.8 All foster carers will also be required to meet the Children's Workforce Development Council [CWDC] Training, Support and Development Standards. These standards set out the framework of development for Carers over the first 2 years of approval and for continuing professional Development.

11.0 School Exclusions

- 11.1 Where a foster child is excluded from school the Foster Carer shall care for the child during school hours or make alternate arrangements for the child to be cared for through their own personal support network.
- 11.2 In those exceptional circumstances where it is absolutely not possible for a foster carer or any member of their identified personal support network to care for an excluded child during school hours, and where prior authorisation has been obtained from the Fostering Team Manager, alternative arrangements for the child to be looked after may be identified by the Council.

12.0 School Leave Days

- 12.1 Where it is not possible for a Foster Carer to look after a child in their care during school leave days, the Foster Carer shall make alternative arrangements for the child through their own personal support networks.

13.0 Children Working

- 13.1 Foster Carers shall obtain authorisation from the Council prior to permitting any Foster Child to undertake part time work.
- i) Children undertaking part time work (e.g. paper round), shall be permitted to keep 100 per cent of their earnings in addition to their pocket money.
- 13.2 Foster Carers shall notify the Council of the intention of a Foster Child aged 16 or over to enter full time employment.
- i) Children aged 16 and over undertaking full time work shall be required to pay one quarter of their net salary to the foster carer and consequently, the fostering allowance shall be reduced by the amount equivalent to one quarter of the child's net salary.

14.0 Transportation

- 14.1 Foster Carers shall facilitate contact arrangements for children by taking them to a designated Contact Venue. Carers may make alternative arrangements but only in exceptional circumstances and with the prior consent of the Council.
- 14.2 Foster Carers are expected to transport children to and from school. In exceptional circumstances Carers may make alternative arrangements, with the prior consent of the Council.
- 14.3 Where the specified transportation arrangements cannot be made, the Foster Carer shall notify their Support Worker giving reasonable notice.

15.0 Missing Persons

- 15.1 Where a foster child absconds or is missing from the foster home, Foster Carers shall refer to the Foster Care Handbook Section 3 – 'Foster Children in Your Care' and follow the directions given therein.

16.0 Health and Safety

- 16.1 Foster Carers shall take every precaution to ensure the health and safety and well being of children in their care at all times and shall comply with the provisions of the Council's Health and Safety Policy and the requirements in relation to 'Safety in the Home' as specified in the Foster Care Handbook Section 9 – Reference and any other relevant health and safety regulations and appropriate Codes of Practice in force at the time.
- 16.2 Foster Carers shall comply with the requirements specified in the Foster Care Handbook Section 9 – Reference in respect of accidents or injuries sustained by a child in their care and maintain a detailed record of such incidents in their daily diary.

17.0 Audit and Accounting Controls

- 17.1 The Foster Carer shall not do anything in connection with this Agreement which restricts or prevents compliance by the Council, their members and officers, within the Council's Standing Orders and Financial Regulations and shall if required give assistance to the Council their officers and members in complying therewith.

18.0 Termination

- 18.1 In the event that the Foster Carer is in breach of their obligations under this Agreement then the Council may serve notice to remedy the breach, upon the terms and within the times stipulated in that notice. This shall include the immediate cessation of any R&R payments where the Fostering Team Manager or more Senior Manager determines that this is an appropriate and reasonable step.
- 18.2 This Agreement may be terminated at any time by the Foster Carer giving a minimum of 28 day's notice of their intention to de-register as a Foster Carer in writing to the Fostering Team Manager.

- 18.3 An individual placement may be terminated by either party giving 28 days notice to the other or sooner if the Council considers the earlier transfer of the child to be in their best interests.
- 18.4 During any 28 day period of notice both parties shall co-operate to ensure that the best interests of any child/ren is/are safeguarded. During this period the Council will if required, facilitate in consultation with the child/ren and/or their families or representatives an alternative Foster Carer. In the event that an alternative Foster Carer is found prior to the end of the 28 day notice period, the Council reserves the right in the best interests of the child/ren to move the child/ren to the alternative Foster Carer immediately and notice periods will be waived. This Agreement will be deemed to be terminated on the date of transfer of the last child from the Foster Carer to an alternative Foster Carer and any remaining notice period will be waived.
- 18.5 The Council reserves the right to terminate this Agreement immediately if the Foster Carer or any member of their household commits any act or whose omission is found to have been prejudicial to the care and wellbeing of any child.
- 18.6 Upon valid termination, the Council shall only be liable to pay that part of the payments apportioned to the date of termination.

19.0 Safeguarding Children Procedures

- 19.1 Foster Carers shall comply with the prevailing Multi-Agency Safeguarding Children Procedures copies of which are available from the Council upon request. When the Safeguarding Children Procedure is invoked the Foster Carer shall attend all meetings associated with the Safeguarding Children investigation if invited to do so, in order that the Foster Carer can contribute to sharing information and decisions.

20.0 Suspensions

- 20.1 The Council may by written notice to the Foster Carer, without incurring any liability whatsoever or howsoever arising, subject to the Council not acting in a prejudicial or negligent manner, suspend the making of further placements by the Council to the Foster Carer during and pending the outcome of any Council or other regulatory investigation into any complaint or series of complaints against the Foster Carer which would if substantiated, permit the termination of the Agreement and subsequent de-registration as a Foster Carer.

21.0 Resolution of Disputes

- 21.1 Any dispute arising between the Council and the Foster Carer in respect of or arising out of this Agreement shall be dealt with in accordance with the following provisions:
- (i) Any dispute relating to any formal agreement, document or its interpretation shall in the first instance be referred to the Fostering Team manager.
 - (ii) Each party shall use their best endeavours to resolve the dispute.

- (iii) If the dispute cannot be resolved in accordance with the above clause it shall be referred to the next level of immediate line management within the Council's LAC service up to Head of Service, who shall use their best endeavours to resolve the dispute.
- (iv) Any dispute that cannot be resolved in accordance with the above clauses shall be referred to the Council's Formal Complaints Section.

22.0 Insurance – Accidental / Malicious Damage

- 22.1 Foster Carers are advised to purchase relevant household and vehicle insurance and declare their fostering activities to their insurers to indemnify against accidental damage. Foster Carers that elect not to purchase such insurance shall be personally and solely liable for any accidental damage caused by any child/ren in their care.
- 22.2 The Council shall be liable for any intentional malicious damage caused by a child/ren in care to a Foster Carer's home or personal property. The Foster Carer shall notify the Supervising Social Worker of such damage and the circumstances surrounding its occurrence and the Supervising Social Worker, in consultation with the child's Social Worker, shall prepare a report giving details of the incident, which may be submitted in due course to the Council's Insurance Section for determination of whether the damage was carried out maliciously.
- 22.3 Public Liability cover subject to a limit of £5 million is provided for individual Foster Carers approved by the Council. Cover is provided in respect of all sums for which Foster Carers may become legally liable as compensation arising out of accidental death illness or injury caused to a third party and for any accidental loss or damage to a third party's property, whilst acting in the capacity as a Foster Carer.

23.0 Law

- 23.1 This Agreement shall be governed by and construed in accordance with English Law and the Foster Carer shall irrevocably submit to the jurisdiction of the English courts.
- 23.2 The Foster Carer shall at all times comply with all statutory and other legal obligations in the performance of this agreement.
- 23.1 In relation to its obligations under this Agreement, the Foster Carer is subject to and must act in accordance with the provisions of the Human Rights Act 1998 and take such action as the Council may reasonably require for the purpose of ensuring compliance with the Act.

24.0 Force Majeure

- 24.1 Neither the Council nor the Foster Carer shall be liable for any delay or failure in performing its obligations for any circumstances beyond its reasonable control, such as and including but not restricted to flood, fire and civil unrest or emergency but the Council shall in such circumstances be entitled to take such action as is reasonable and/or necessary to protect the interests of the child/ren in care.

25.0 Severance

25.1 If any provision of this Agreement shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not impair or affect any other part of this Agreement.

26.0 Waiver

26.1 Failure at any time by the Council or the Foster Carer to enforce any of the provisions shall not be construed as a waiver of any such provisions of this Agreement and shall not affect the validity or any part of it or the right of either the Council or Foster Carer to enforce any provision in accordance with its terms.

27.0 Freedom of Information

27.1 The Foster Carer shall acknowledge and accept that the Council under the Freedom of Information Act (2000) has obligations as a public body to provide upon request, access to recorded information held by the Council to the general public and that information which the Council holds about the Foster Carers may be subject to disclosure, unless the Council decides that one of the statutory exemptions applies. The decision as to what information will be disclosed will be reserved to the Council.

27.2 The Foster Carer shall co-operate with the Council in order to allow the Council to execute its statutory obligations and shall not unreasonably withhold or delay the provision or information which the Council may be obliged to provide.

28.0 Equal Opportunities

All Foster Carers shall comply with the Council's Equal Opportunities Policy at all times.

29.0 Signatures of the parties

I confirm receipt of and agreement with the Foster Carer Terms & Conditions set out above:

Main Foster Carer Name	Signature
	Date
Second Foster Carer Name	Signature
	Date
Address	
Telephone No	
On behalf of the Council Name Arif Dar Head of LAC Service	Signature
Address Beldray 66 Mount Pleasant Bilston Wolverhampton West Midlands WV14 7PR	
	Date 09 June 2008

Please complete below any existing employment details

Employer	Hours of work
Contact number	Signature

