

Response to Request for Information

Reference FOI 001267
Date 27 June 2017

Foster Care

Request:

This is a request under the Freedom of Information Act (FOIA), for a copy of the documents containing the following information:

1. Details of the lowest, highest and average weekly fee rates agreed with external suppliers of Independent Foster Care Services for the current year (2017/2018).
Lowest = £508.20
Highest = £1,850.00
Average = £770.16

2. Details of the lowest, highest and average weekly fee rates paid to local authority carers.

[In response to question 2, please see the attached document on page 2.](#)

(Please note that for questions 1 and 2, we do not require details of rates paid to individual suppliers, simply minimum, maximum and average rates payable.)

3. Percentage increase in weekly fee rates, which were awarded to the previous year's levels.

[I can confirm that City of Wolverhampton Council holds this information. The information you have requested is exempt under Section 21 of the Freedom of Information Act \(FOIA\), because the information is accessible to you, as it is already in the public domain. Please see link supplied below:](#)

<https://www.gov.uk/foster-carers/help-with-the-cost-of-fostering>

4. Details of the rates of each tier (if there is a framework agreement in place).
[In response to question 4, please see the attached document on page 2.](#)

5. The number of looked after children in foster care as at 31 March 2017 and of those children, the percentage looked after by independent foster agencies.

[636 Looked after children](#)

[38% placed in agency foster placements](#)

Children & Young People

Fostering Service

Fees and Allowances for Foster/Family & Friends (Connected Person) Carers

TERMS AND CONDITIONS

PURPOSE:

The Purpose of this Policy is to set out the allowance paid to approved Foster Carers (including Family and Friends (Connected Person) Carers who care for Wolverhampton children and young people who are looked after by Wolverhampton City Council and are not under the control and custody of a parent.

Approved by – Children & Young People Management Team
(January 2017)

Published – June 2017

Review Date – January 2018

REVIEW LOG			
Date	Version	Comments	Approved by
Implemented 1 st July 2008 (Approved 26 th Feb 2008)	1.0		Council's Resource Panel (26 th Feb 2008)
Implemented fully from January 2017	1.1	New Fees and Allowances model introduced from January 2016. Full implementation from January 2017.	Cabinet (October 2015/Nov 2016)
May 2017	1.2	Child's allowances updated to reflect latest figures.	
This system of recording review dates is designed to ensure staff at all times use the correct version of the up to date Policy. This system is used on all Wolverhampton City Council – Children and Family Support Policies and Procedures.			

CONSULTATION
<p>The following people have been consulted on this policy:</p> <ul style="list-style-type: none"> - Foster Carers - Fostering Team - Children & Young People Management Team - Children in Care Council - Cabinet (October 2015/Nov 2016)

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1.0 **INTRODUCTION**

- 1.1 This payment scheme is designed to establish a fair, equitable and transparent financial arrangement across the Wolverhampton City Council Foster Care Population. It is designed to make sure that Foster Carers including Family and Friends (Connected Person) Carers and Social Care Staff are clear about the payments to be made.
- 1.2 Foster care should replicate a normal family environment, providing care 52 weeks of the year and including the child(ren) in all 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).
- 1.4 The Policy will be reviewed and updated every two years and carers, Councillors, looked after children and staff will be consulted on any proposed changes.
- 1.5 This policy is underpinned by the following legislation:
- Children Act 1989
 - Children Act 2008
 - Fostering Regulations 2011
 - Children Leaving Care Act 2000
 - Care Planning and Placement Case Review Regulations 2013
 - Fostering National Minimum Standards 2011

2.0 **DEFINITIONS**

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

Council	City of Wolverhampton 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 and Families 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.

<p>Family and Friends (Connected Person) Carer</p>	<p>Family and Friends foster care is a formal arrangement where the child is looked after by the Local Authority and placed with a relative, friend or connected person.</p> <p>'Relative or friend' is defined as: a grandparent, brother, sister, uncle or aunt (whether of the full blood or half blood or by marriage or civil partnership), step-parent or friend of the child.</p> <p>A 'connected person' is anyone who has a pre-existing connection to a child through their extended network. This may be someone who knows the child in a more professional capacity such as a childminder, a teacher or a youth worker, although these are not exclusive categories.</p> <p>"When a foster carer is being approved for a specific child only, there is no need to consider their suitability to care for other children"¹</p> <p>We will assess Family and Friend (Connected Person) Carers on their suitability for a specific child or young person via a Form C Assessment.</p>
<p>Foster Care</p>	<p>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 of the year.</p>
<p>Foster Carer</p>	<p>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 2011 and the Fostering Services Amended Regulations 2013 to care for looked after child (LAC) in their own home.</p>
<p>Approval category</p> <p>0-18 Approval Category</p>	<p>Once assessed each foster carer will be approved under one of the following:</p> <p>0 – 18 approval age range has been established to achieve greater placement choices and maximise potential placement. This age range will apply to all newly approved Wolverhampton Foster Carers, assessed under Form F, with the exception of Family and Friends (Connected Persons) Carers – see definition below.</p>

¹ Assessment and approval of foster carers: amends to the Children Act 1989 Guidance and Regulations. Volume 4: Fostering Service July 2013.

	<p>We will request that existing carers consider amending their current approval category to enable them to accept a wider category of need.</p> <p>All carers will be expected to complete specified training in line with their approval category.</p> <p>Carers will have completed CWDC workbook and have demonstrated skills and quality of care.</p> <p>We expect, wherever possible, all existing carers to have changed to a wider approval category to accommodate a change in placements as necessary.</p> <p>In view of the above, all Foster Carers will be expected to provide placements for all category of fostering e.g. emergency foster care, short breaks, parent and baby, emergency foster placement, shared care and respite.</p> <p>This means a foster carer can care for a child or young person in a more flexible way, whether that child or young person is disabled or on respite while their usual foster carer is taking a break.</p> <p>The only exception to the above categories is Family & Friends (Connected Person) Carers</p> <p>'When a foster carer is being approved for a specific child only there is no need to consider their suitability to care for other child' ²</p> <p>The City of Wolverhampton Council will assess and approve family and friend (connected person) carers to care for a specific child(ren).</p>
<p>Family and Friend (Connected Person) Carers Approval</p>	<p>Family and Friend Carers will be assessed through a Form F assessment and will be approved to care for a specific child or young person.</p>
<p>Fostering Allowance</p>	<p>Weekly age related payments to cover the costs of fostering a child in accordance with the Fostering Network's recommended rates/DFE.</p>
<p>Fostering Network</p>	<p>This is a voluntary organisation for Foster Carers.</p>
<p>Fostering Panel</p>	<p>The Fostering Panel considers and makes recommendations on Foster Carer assessments for</p>

² Assessment and approval of foster carers: amends to the Children Act 1989 Guidance and Regulations. Volume 4: Fostering Service July 2013.

	approval of Foster Carers; reviews, variations and terminations of Foster Carers' 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 formal placement of a looked after child made by Wolverhampton City Council with an approved Foster Carer.
Fostering Fee	<p>A payment scheme for Wolverhampton approved Foster Carers. This is based on their approval, training and assessment undertaken. Our scheme is based on 3 Levels:</p> <p>Level One - Basic– Foster Carers are assessed and approved for a named child or young person in line with the child's permanence plan to care for the child and be supported to move onto a Special Guardianship Order (This is an order made by the court appointing a person or persons to be able to make decisions for the child), or its equivalent arrangement within 12 months from the point of approval. Level one Foster Carers can move to level two where further training and assessment is undertaken to equip them to care for non-specified Looked After Children in the 0-18 approval category. This will require a change of approval status, which will be heard at the Fostering Panel and approved by the Decision Maker.</p> <p>Level Two – Generic – Foster Carers are assessed and approved under the 0-18 approval category in line with approval and training requirements outlined. 0-18 approved Foster Carers will be able to have the following placements:</p> <ul style="list-style-type: none"> • Temporary placements, • Respite

	<ul style="list-style-type: none"> • Permanent Placements (long term where linked and matched) • Shared Care <p>In addition level two carers will be expected to assist the Local Authority in duties such as recruitment, training and the buddying scheme.</p> <p>Level three - Advanced– Foster Carers are assessed and approved under the 0-18 approval category in line with the assessment, approval and training requirements outlined.</p> <p>Level three Foster Carers will be expected to have significant fostering experience and be able to evidence a varied successful fostering placement history.</p> <p>They will offer placements for more challenging children. In addition to the criteria for level two they will evidence significant childcare experience.</p> <p>They will be able to take the following placements:</p> <ul style="list-style-type: none"> • Temporary placements, • Emergency (including PACE), • Respite • Shared Care • Short Breaks • Mother and Child Placements • Permanent Placements (long term where linked and matched). <p>Level four – Specialist – Specialist Carers incorporates levels one, two and three and includes the following:</p> <ul style="list-style-type: none"> • Significant formal childcare experience e.g. previous fostering
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	<ul style="list-style-type: none"> • Sufficient fostering experience including children with complex needs /employment in childcare or related experience e.g. nursing, youth work, teaching. • Ability to reflect upon professional experience and relate this to the fostering task • One carer within the household being available on a full time 24/7 basis • Must be able to provide specialist foster care in key areas; Assessment for challenging children and young people; Children having experienced significant disruption / placement breakdowns; placements linked to Youth Justice system, Emergency Placements for challenging behaviours (children and young people) Placements for young people with particularly challenging behaviours where residential placements may be the alternative. This will be in line with the Specialist Foster Care Protocol.
<p>Parent & Child Placement (Both Looked After)</p>	<p>Parent and child placement to safeguard the child whilst maintaining the developed relationship with their parent. Parent and child foster placements offer a home to a baby or young child together with its parent.</p> <p>The aim of this placement approach is to provide, a safe, family based placement for parent and child it can be used in assessing the following:</p> <ul style="list-style-type: none"> - A parents capacity to parent - A child's attachment with their parent - A parents attachment with the child - Work to a safe strength based parenting to promote the child's welfare and longer term wellbeing.
<p>Parent & Baby Assessment Placement</p>	<p>Parent and baby assessment to assess the parenting skills of the mother.</p>

Specialist Foster Carers	Specialist Foster Care for the purpose of this provision is defined as an approved foster carer for a child or young person between 5 – 18 years old who provides care over a long term period or until the child or young person can return home/becomes independent.
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3.0 **WOLVERHAMPTON ASSESSMENT, APPROVAL, FEES & ALLOWANCE CATEGORIES**

3.1 **Foster Carer Fees**

Foster Carers and Family & Friend (Connected Person) Carers will be assessed, approved and rewarded under the following categories.

The table below outlines the new fee structure and includes the requirements in terms of training and assessment for each level and the fee per child in placement up to three or more children.

Foster Carers and Family and Friend (Connected Person) Carers shall be paid a Children’s Fostering Allowance (for the child) and a Foster Carer fee 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 Foster Carers and replace all previously existing rates and payment mechanisms.

Level	Training (basic)	Assessment	Fee (1 child) £'s	Fee (2 children) £'s	Fee (3 children) £'s	Fee (4+ children) £'s
One (Basic)	Skills to Foster Completion of training, support and development standards Attendance at support groups	Form C assessment as specified under the fostering regulations	85	102	119	154.70

Two (Generic)	Completed Level 1 Skills to Foster Personal Development Plan outcomes focused	Form F assessment as specified under the fostering regulations	255	306	357	464.10
Three (Advanced)	Completed all of Level 1 & 2 Diploma in Child Care Studies/Fostering Or working towards equivalent	Form F assessment as specified under the fostering regulations	331.50	397.70	463.40	602.00
Four (Specialist)	Completed all of Levels 1, 2 & 3.	Form F assessment as specified under the fostering regulations	600	N/A	N/A	N/A

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 placement.

3.2 Additional fostering allowances shall be made in respect of the following:

- i) Mother and child placement payments will attract an additional 50% of the fostering fee and an additional 50% of the child's allowance. These additional payments are to support the carer in the assessment and supervision of the mother to care for the baby and maintain the placement as determined by the care plan. We would expect Foster Carers at level three to take mother and child placement.
- ii) Where a disabled child or young person is placed with Foster Carers the carers must apply for Disability Living Allowance. Carers may also receive an 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 and where is indicated by an assessment by an appropriate professional e.g. Doctor etc. The increase will vary from £255 upto a maximum of £550.

3.3 All Foster Carers must have full occupancy unless:

- Certified ill health (after 3 months a full medical report will be required from a GP).
- We don't have a looked after child or young person to place
- Carer(s) are under safeguarding and child protection investigation (see Section 21.0)
- They have adopted a Wolverhampton child/ren
- They have been granted a Special Guardianship Order
- They are taking a break (Dormancy – 6 months).

The Foster Carer Fee shall cease immediately when a foster carer does not have full occupancy and none of the above criteria are met.

The only exception to this is where we plan to place a child or young person with a carer in these cases where a placement is agreed we will pay a retainer of 50% of the fostering fee (as per the level the carer is paid at) for a maximum of 2 weeks (one week for unborn babies). Any extension to this is at the discretion of the Senior Social Work Manager – Fostering.

Where we don't have a LAC to place with a carer. The carer is responsible for notifying their supervising social worker immediately. A retainer of 50% of their fostering fee will be paid for a maximum of 4 weeks.

Foster Carers are required to notify their Supervising Social Worker when they have a vacancy.

- 3.4 All newly approved carers will provide a 0 - 18 year approval category. Foster Carer fee payments will commence as soon as a placement is made. Payments will cease from the date of any vacancy unless one or more of the criteria in 4.3 is met.
- 3.5 The Foster Carer Fee shall be raised in accordance with the inflationary uplift applied to the salaries of council staff.
- 3.6 **Children's Fostering Allowances (DFE recommended rates):**

Age of child	Weekly Rate £'s
0-4	128
5-10	141
11-15	161
16+	188

Payments shall be made per child either a 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.

3.7 These payments are designed to cover the full cost of caring for the foster child.

They incorporate all costs for:

- Food
- Clothing – see appendix C
- Personal and household expenditure
- Outings
- Dental and optical needs
- Activities including clubs and hobbies
- School activities – including trips, holidays and associated equipment
- Holidays
- Savings
- Birthdays
- Religious festivals
- Travel expenses

4.0 PAYMENT – FAMILY AND FRIENDS (CONNECTED PERSONS) CARERS

4.1 Family and Friends (Connected Person) Carers shall be paid a Children's Fostering Allowance (see Section 3.6). These rates and allowances have been established to represent the sole rates and allowances to be paid for Family and Friends (Connected Person) Care and replace all previously existing payment mechanisms.

4.2 In recognition of the additional expenses when placements are made with Family and Friends (Connected Person) Carers we will pay a setting up home grant to carers (see Section 40.0 Setting up Home Grants (Furniture & Equipment) for rates).

4.3 A Foster Carer Fee will be paid in line with 3.1.

4.4 Family and Friend (Connected Person) Carers like all other Foster Carers are expected to attend training as prescribed in the Fostering National Minimum Standards/Regulations. This is with no additional payment.

4.5 Family and Friends (Connected Person) Carers are also entitled to ex-gratia payments/conditional payments in line with Section 24.0/25.0.

5.0 AVAILABILITY

5.1 Foster Carers shall inform the Council's Children, Young People and Families Personalised Support Team on the same day that a child is placed with them or moves on, thereby creating a vacancy to accept a new placement. The Personalised Support Team can be contacted on (01902) 552703.

5.2 Foster Carers shall be available to accept new placements at anytime if a vacancy exists within their household and they shall take reasonable measures to remain contactable at all times by the Council. This includes notifying the Council of alternative contact details (e.g. mobile phone numbers) if the Foster Carer is to be away from home for a lengthy period or on holiday.

5.3 When a foster carer becomes unavailable or refuses to accept a placement their Fostering Fees and Allowances will cease from the date of refusal.

6.0 WORKING FOSTER CARERS

6.1 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.

6.2 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.

7.0 SHARED CARE CARERS

7.1 Shared care carers will be paid pro rata at the Level they are approved to take children. They will also receive a £10 daily fee for any meetings they have to attend in relation to the child or young person they are providing shared care for.

8.0 HOLIDAYS/RESPITE

8.1 Foster Carers are expected to take holidays with the children in placement. Two weeks child's fostering allowance in respect of holidays or day trips shall be paid annually upon the Foster Carers request.

8.2 Carers will be provided respite in exceptional circumstances, as part of a planned support to a placement or where there is a natural break between placements and the nature of the previous placement warrants a break e.g. specialist placement. All respite arrangements are to be agreed by the Senior Social Work Manager – Fostering.

8.3 Where a Care Plan identifies respite this will be provided in line with the plan.

9.0 WHERE A CHILD OR YOUNG PERSON IS UNWELL

9.1 Where a foster child is ill or absent from school for any other reason, Foster Carers shall make arrangements for the child to be cared for through their own personal support network if they are at work and they shall also inform the Child's Social Worker and Supervising Social Worker of these arrangements.

10.0 CHILDREN IN HOSPITAL

10.1 Where a child or young person is admitted into hospital foster care fee payments will continue to be made. Anything spent on comforts for the child, and travel to and from the hospital, is to be met from the Fostering Allowance.

11.0 TRAINING

11.1 All approved Carers are expected to undertake training in line with their approval category see Fostering Training Policy and in line with their Personal Development Plan. A minimum of six training sessions must be attended and one of these must be attended by the second carer.

11.2 All approved Carers will be expected to have a Personal Development Plan that they undertake. This will be unique to the individual carer/household.

11.3 Family and Friends (Connected Person) Carers will be offered the opportunity where their circumstances allow for them to change their approval category at any point to enable them to take a wider range of child(ren) based on evidencing their skills. This will enable them to develop their skills via the increased training options available to the wider approval categories.

11.4 We encourage and recommend that adult children in the household who are actively involved in the child care arrangements attend training however they will receive no payments for this.

11.5 All Foster Carers may undertake training over and above the minimum requirements specified in their Personal Development Plan where agreed to allow them to move between levels.

11.6 All Carers will complete Pre Approval training (Skills to Foster) in order to help them meet the initial challenges of Fostering.

11.7 All Foster Carers will also be required to meet the Training, Development and Support Standards.
These standards set out the framework of development for Carers over the first 12 months of their approval and for continuing professional Development. This will include Family & Friend (Connected Person) Carers. As part of their ongoing development we will support carers to undertake NVQ Level 3 Health and Social Care. In line with the above standards further information and evidence can be collated by carers to be presented for consideration to allow them to move between levels.

11.8 Fees for carers who support training and are trained trainers or are established training facilitators offering training to others are paid at the rates below, and include time taken for preparation.

As an experienced Foster Carers	£20 (half day)	£40 (full day)
As a Looked After Child or Young Person	£20 (half day)	£40 (full day)

11.9 Carers will be reimbursed with any travel/car parking expenses they incur from attending training with valid receipts etc.

12.0 SCHOOL EXCLUSIONS

12.1 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 in line with Delegated Authority.

13.0 SCHOOL HOLIDAY DAYS

13.1 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 in line with delegated authority.

14.0 YOUNG PEOPLE WORKING

14.1 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.

14.2 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.

15.0 TRANSPORTATION

15.1 Foster Carers shall facilitate contact arrangements for children by taking them to a designated Contact Venue.

15.2 Foster Carers are expected to transport children to and from school.

15.3 No extra payments are made to Foster Carers for transporting children and young people in their care.

16.0 CONTACT

16.1 Where appropriate Foster Carers are expected to facilitate and supervise contact if this is deemed to be appropriate. Risk assessments will be undertaken.

17.0 JUNIOR ISA/SAVINGS

17.1 For all looked after children born after the 3rd January 2011 a Junior ISA will be opened.

17.2 The trust funds are a long term investment for the child and cannot be released until the child is 18. A maximum of £1,200 can be paid into existing funds each year and Foster Carers can pay directly into the fund.

17.3 To allow Foster Carers flexibility to savings e.g. where a child or young person requests something that could be of benefit for the future i.e. lessons, once in a lifetime holiday etc a savings account can be opened and savings split between the ISA/savings account to facilitate this. Where a Foster Carer/child or young person is going to use savings to purchase a good/service this must be agreed prior to the money being withdrawn by the child's social worker.

17.4 Where a child or young person has a planned return home all savings must be transferred into the ISA prior to this.

18.0 HEALTH AND SAFETY

18.1 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 the 'Safety in the Home' as specified in the Foster Care Handbook and any other relevant health and safety regulations and appropriate Codes of Practice in force at the time.

18.2 Foster Carers shall comply with the requirements specified in the Foster Care Handbook and Health Passport – 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 /weekly/monthly/log.

19.0 SUSPENSIONS

19.1 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.

20.0 CARERS SUBJECT TO ALLEGATIONS

- 20.1 It is proposed that in the event of carers being subject of an allegation that necessitates the removal of the child to allow for an investigation, the carers fostering fee will continue for upto 8 weeks to allow an investigation. However the child's allowance will cease immediately upon the removal of the child/ren.
- 20.2 Carers subject to allegations will be entitled to independent support internally in exceptional circumstances Foster Talk's, 'Foster Carers Independent Support Service' (FISS) visit www.fostertalk.org/fiss/allegations-against-foster-carers for an information leaflet can be used. This will be initiated through the Senior Fostering Social Work Manager who will authorise an initial five hours support. Any additional support required will also be at the discretion of the Senior Fostering Social Work Manager.

21.0 POCKET MONEY

- 21.1 The expected levels of pocket money to be paid to children and young people are outlined in appendix B.

22.0 WORKING WITH YOUNG PEOPLE OVER 18 YEARS

- 22.1 Wolverhampton City Council has a Staying Put Policy (refer to Financial Support for Young People who continue to live with their Foster Family at 18 years).

23.0 EX-GRATIA PAYMENTS

- 23.1 Fostering allowances contribute to the general household costs including the purchase and upkeep of household appliances, house and contents insurance.
- 23.2 Ex-gratia payments will not be made until and unless all other financial avenues have been exhausted.
- 23.3 Applicants for an ex-gratia payment may be considered for a variety of reasons and each application will be assessed on its own merit this will be approved via the Resource Panel – see Resource Panel Policy.
- 23.4 When a carers' property or possessions are lost or damaged by a child in placement and such loss or damage is not covered by household insurance, or where applicable Council Insurance, any excess payable will be considered.
- 23.5 A third party (e.g. neighbour or relative of the carer) may claim for loss or damages caused by a fostered child which is not covered by the Department's Insurance as above.
- 23.6 Ex-gratia payments apply to approved Family & Friends (Connected Person) Carers and Foster Carers.

24.0 FURNITURE AND EQUIPMENT (SETTING UP HOME GRANT)

- 24.1 Newly approved carers can be paid an initial or 'start up' equipment grant of £500.

- 24.2 This is a one off payment and there is an expectation that carers will replace equipment out of the surplus age related fostering payment.
- 24.3 Carers who have had this grant and for some reason need to purchase a lot of equipment at the same time can have a loan to this but it will be deducted from the age related fostering allowance over a period of time. This will be in agreement with the Fostering Senior Social Work Manager.
- 24.4 Furniture & equipment payments are available to all approved Family & Friends (Connected Person) Carers and Foster Carers.

25.0 PREPARATION TO FOSTER

- 25.1 Foster Carers are expected to have a room ready for a child to move in however where additional equipment is required newly approved carers can be paid an initial or 'start up' equipment grant up to the value of £500. The amount is dependent on the number of children placed and their needs and will be agreed by the Senior Fostering Social Work Manager.
- 25.2 Replacement baby/child seats will be purchased out of the weekly allowance.
- 25.3 Where a child is placed in an emergency with no belongings the carer will be provided with a one off £100 fee to allow them to provide essentials to the child or young person.

26.0 RESOLUTION OF DISPUTES

- 26.1 Any disputes 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 the Head of Service (Looked After Children), 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.

27.0 INSURANCES – ACCIDENTS/MALICIOUS DAMAGE

- 27.1 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.
- 27.2 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.
- 27.3 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 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.

28.0 LAW

- 28.1 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.
- 28.2 The Foster Carer shall at all times comply with all statutory and other legal obligations in the performance of this agreement.
- 28.3 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.

29.0 FORCE MAJEURE

- 29.1 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.

30.0 SEVERANCE

30.1 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.

31.0 WAIVER

31.1 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.

32.0 FREEDOM OF INFORMATION

32.1 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.

32.2 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.

33.0 EQUAL OPPORTUNITIES

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

34.0 OVERPAYMENTS

34.1 Overpayments are reclaimable, except:

- Where an overpayment is up to, one week's allowance and has occurred due to the unexpected removal of the child(ren).
- Where an overpayment is up to, or equal to, three days allowances for any other reason than that mentioned above.

Overpayments should normally be repaid in full immediately. However it may be possible, in exceptional circumstances, to recover the overpayment by installments, this will be agreed between the carer and Fostering Team Manager and confirmed in writing.

35.0 COMPLAINTS

35.1 In the event of disagreement about allowances that cannot be resolved by discussion between the carer, their Supervising Social Worker and the Fostering Senior Social Work Manager then carers should refer to the WCC Complaints and Compliments procedure.

36.0 AUDIT AND ACCOUNTING CONTROLS

36.1 The Foster Carer shall not do anything in connection with the 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.

37.0 TERMINATION

37.1 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.

37.2 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 Foster Carer in writing to the Fostering Senior Social Work Manager.

37.3 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.

37.4 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.

37.5 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.

37.6 Upon valid termination, the Council shall only be liable to pay that part of the payments apportioned to the date of termination.

38.0 SAFEGUARDING BOARD POLICIES AND PROCEDURES

38.1 Foster Carers shall comply with the relevant Multi-Agency Safeguarding Children Procedures which are available on-line at:

http://wolverhamptonscb.proceduresonline.com/chapters/p_work_together.html

38.2 When the Safeguarding Children Board 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.

Appendix A - Signatures of the parties

I can confirm receipt of and agreement with the Foster/ Family and Friends (F&F)(Connected Person (CP)) Carer Terms and Conditions set out above:

Main Foster/ F&F (CP) Carer Name:	
Signature:	
Date:	
Second Foster Carer Name:	
Signature:	
Date:	

Address:	
Telephone Number:	

On behalf of the Council Name:	
Position:	
Address:	
Date:	
Signature:	

Please complete below any existing employment details.

Employer	
Hours of Work	
Contact Number	
Signature	

Appendix B – Fostering Allowance Minimum Expectations

What the weekly payments cover:

These payments are designed to cover the full cost of caring for the foster child.

Payment:

Age	Pocket money (weekly) £'s	Long term savings (weekly) £'s	Birthday (annually) £'s	Festivals (annually) £'s
0-5	nil	5	100	100
6-10	4	6	110	110
11-15	7	8	150	150
16-17	10	13	180	180

Carers should keep receipts for all clothing. There is a minimum clothing list in appendix C which shows the minimum expectation when a child moves from one placement to another after six months of being looked after.

It is important that children in care are provided with appropriate, well-fitting clothing. It is the fostering supervising social worker and carer's responsibility to make sure that a clothing list is completed at the start and end of every placement. If, when a child moves to a new carer after six months, it is found the clothing is not adequate, then the previous carer will be expected to reimburse the costs of the shortfall.

Appendix C – Clothing Needs

This list has been drawn up as a guide to the minimum that should be handed over when a child moves from one placement to another.

An assessment of the child's clothing needs will be included in the placement plan. Carers are required to make a list of all clothing when children arrive, and when they leave. This can then be countersigned as an accurate record by the Fostering Supervising Social Worker.

Wherever possible the continuing contribution of those with parental responsibility should be encouraged. The statutory reviews offer opportunities to address clothing needs and make sure that they are being met appropriately. The clothes should be sufficient quality and size to last for the next three months. Foster Carers are accountable for making sure that when the child moves on they are adequately and appropriately clothed. Please keep receipts.

Young people aged 16+

- 3 sets of night clothes
- 1 leisure jacket or coat
- 6 pairs of socks or tights
- 3 bras (girls)
- 3 tops (for example t-shirts)
- 3 bottoms (trousers, skirts, shorts)
- 3 jumpers, cardigans or sweatshirts
- 1 pair of slippers
- 1 dressing gown
- 1 pair of leisure shoes or trainers
- 1 set of sports gear/swimsuit
- 1 holdall or suitcase
- 1 smart outfit (appropriate for job/college interview)
- 1 smart pair of shoes (appropriate for job/college interview)

Secondary school age children

- 3 sets of night clothes
- 1 leisure jacket or coat
- 6 pairs of socks or tights

- 6 pairs of knickers or pants
- 3 bras (girls)
- 3 tops (t-shirts etc)
- 3 bottoms (trousers, skirts, shorts)
- 3 jumpers, cardigans or sweatshirts
- 1 pair of slippers
- 1 dressing gown
- 1 pair of leisure/play shoes or trainers
- 1 pair of wellies
- 1 pair of school shoes
- 1 school coat
- 2 sets of school uniform
- 1 set of sports gear/swimwear
- 1 holdall or suitcase

Primary school age children

- 3 sets of night clothes
- 1 leisure jacket or coat
- 4 vests
- 6 pairs of socks or tights
- 6 pairs of knickers or pants
- Bras as needed (girls)
- 3 tops (t-shirts etc)
- 3 bottoms (trousers, skirts, shorts)
- 3 jumpers, cardigans, or sweatshirts
- 1 pair of slippers
- 1 dressing gown or sleep-suit
- 1 pair of leisure/play shoes
- 1 pair of wellies
- 1 pair of school shoes
- 1 school coat
- 2 sets of school uniform
- 1 set of sports gear/swimwear
- 1 holdall or suitcase
- 1 hat and pair of gloves

Pre-school age children

- 3 sets of nightclothes
- 1 leisure jacket or coat
- 4 vests
- 6 pairs of socks or tights
- 6 pairs of knickers or pants
- 3 tops (t-shirts etc)
- 3 bottoms (trousers, skirts, shorts)
- 3 jumpers, cardigans or sweatshirts
- 1 pair of slippers
- 1 dressing gown or sleep-suit
- 1 pair of leisure/play shoes
- 2 sets of school uniform, if needed
- 1 pair of wellies
- 1 holdall or suitcase
- 1 hat and pair of gloves

Babies – birth to one year

- 3 sets of day clothes
- 3 sets of nightclothes (or babygrows)
- 1 leisure jacket or coat
- 6 vests
- 6 pairs of socks or tights
- 3 jumpers, cardigans or sweatshirts
- 1 dressing gown or sleep-suit
- 1 holdall or suitcase
- 1 hat and pair of gloves
- 1 red book

Everything must fit and be in good condition.

Appendix D

Guidance on the payment and use of Disability Living Allowance by Foster Carers

Disability Living Allowance (DLA) is a Social Security benefit available to disabled children and young people who require help with personal care and/or supervision over and above that of other children and young people of the same age, because of their illness or disability.

The DLA benefit contains both a care and a mobility component and is paid at different rates according to the child's needs.

Examples of how the money could be spent include:

- Activities that are costly, e.g. horse riding, after school clubs
- Provision of an escort to enable social events to be attended
- Extra helper for an outing or holiday
- Taxi fares for trips out
- A special holiday for the child, which could include covering the family's expenses
- Caravan expenses so that the child can have regular breaks in a familiar place
- Extra support such as child sitting service, using individuals who are DBS checked
- Individual equipment such as a computer, communication aids
- Laundry service & appliances
- Replacement clothing where there is excessive wear and tear on clothing
- Additional help with personal care
- Anything that will improve the child's life.

Please note that all escorts or helpers must have a current DBS check to ensure their suitability.

Appendix E

Mother and Baby Placement Conditions

Foster Carers should make a regular (normal weekly) payment out of their fostering allowance to the parent of a baby they are caring for. The payment of an allowance to the parent is an important part of the support and supervision of the parent & baby placement by the foster carer. This financial support significantly aids the overall aims of such placements, of avoiding the need to separate a mother from her newborn child, assessing the potential of the parent to care permanently for their child (or not) and helping them to move onto more independent living. The amount paid to the parent must be clarified at the outset of the placement and explicitly addressed within the placement plan and at the Placement Planning Meeting. The rate of allowance should be kept under review by all concerned. The allowance paid to the parent should be appropriate and realistic. The allowance paid should largely cover their baby's basic material needs, taking into account Child Benefit received and items bought with the Maternity Payment.

It is also the responsibility of the carers and social workers to help ensure the smooth transition to independent living after foster carer. It would be unhelpful to this process if an allowance enabled her/him to enter into a lifestyle which was not possible when/they has to live independently later with their baby. The withholding of the allowance as a punishment is not permissible and alternative acceptable sanctions should be used instead.

The placement meeting it must also clarify what the foster carer will be responsible for providing for, and with, the parent in terms of physical care such as meals, heating, use of washing machine etc. If in receipt of Income Support, the parent will have income to cover his or her own personal expenses.

It is important to ensure the parent is receiving benefits they are entitled to, the parent and their social worker should also ensure that the agencies responsible for Child Benefit, Income Support and Housing Benefit are informed about the start of the parent & baby placement. The parent as claimant and their social worker are legally obliged to inform benefit agencies about this change of circumstance, which could lead to changes in the amount of benefit paid. Informing Benefit agencies about changes of circumstance when they occur also helps when it has to be repaid and additional work for social workers, both of which should be avoided.

Parents, including those aged under 18, are entitled to Child Benefit of £20.30 a week for the first child (£13.40 for a second child). Child Benefit received would need to be 'off set' against an allowance they would receive from Children, Young People and Families via the foster carer. Child Benefit is normally awarded for a temporary period of up to 8 weeks whilst a baby is looked after, however a Benefits Officer may decide not to award Child Benefit if the child is looked after. The young person's social worker can advise and support the young person if they have difficulty in obtaining Child Benefit. If a parent

is receiving Child Benefit before a parent & baby placement starts, s/he and their social worker must inform the Child Benefit office once the placement has started.

All LAC born after the 3rd January 2011 will have a Junior ISA opened for them. The £250 voucher that the Government sends out once Child Benefits starts to be claimed must be invested in this.