

FOSTER CARE AGREEMENT

Terms of the foster carer's approval

Agreement between:

Foster Carers	
Foster Carers Address	

And Somerset County Council Children's Social Care

Address:	
Tel No.	
Contact person	

Date of Current Approval	
Category of Approval	
Number of Children	
Ages of Children	
Gender	
Any other conditions	

Note: *This foster care agreement should be renewed whenever the approval criteria changes.*

Support to foster carer's, supply and return of equipment

Each foster carer has the right to receive the following support:

- i. **Finance:** the fees and allowances schedule gives details of weekly allowances, fees and other payments to which a foster carer may be entitled. Foster carers will be informed every year about any changes to these payments. Payments are made by BACS on a weekly basis.
- ii. **Over-Payments:** these can occur for a variety of reasons. When a child has to leave suddenly, overpayment for a day will be waived, but overpayments for longer periods will be reclaimed. Carers should notify the Finance Team and their Supervising Social Worker promptly if you continue to receive allowances when, due to changes in circumstances, payments should have been terminated.
- iii. **Equipment:** Some extraordinary equipment essential to the task of caring for a foster child may be supplied to the foster carers. All equipment must be returned to Children's Social Care if the foster carer ceases to foster.
- iv. **Social Work Advice and Assistance:** this will be offered to the foster carers by their own Supervising Social Worker and by the Social Worker for any child placed with them.
- v. **Your Supervising Social Worker:** is

and you should let him/her know of any significant changes in your circumstances (see paragraph 12). Your Supervising Social Worker will make an unannounced visit at least annually.
- vi. **Foster Carers Support Groups:** these are a vital part of Children's Social Care's support to foster carers. Foster carers are encouraged to attend them and on specialist schemes attendance may be required
- vii. **Additional Forms of Support:** this will be made available whenever possible and/or when they are essential to the maintenance of a particular placement. Any specific extra support agreed will be listed in the child's Foster Placement Agreement.
- viii. All Somerset carers have membership to FosterTalk. This provides publications, information about training courses, and membership includes the benefits of FosterTalk's public liability insurance cover. Children's Social Care contributes to the cost of an advice and mediation service for foster carers which is provided by FosterTalk.
- ix. The Somerset Foster Carers Association represents foster carers locally. Children's Social Care supports the Committee and will regularly consult with it on matters of general concern to foster carers.
- x. Children's Social Care encourages foster carers to use informal networks to support and assist each other, note that personal information identifying children in their care should not be shared.

Training

Children's Social Care is committed to providing training opportunities for all its foster carers to increase their knowledge and skills in caring for children. Carers must undertake training to maintain their registration and any progression fee payments.

Children's Social Care is required to ensure that foster carers complete the Induction Standards Workbook within their first year of fostering and have a working knowledge of:

- i. Child development to include enhancing the child's self-worth.
- ii. The effects of separation and loss on children and adults.
- iii. The importance of working in partnership with birth parents.
- iv. Helping a child to maintain appropriate contacts.
- v. The laws relating to children who are looked after by the Local Authority
- vi. Race, religion, and culture in the care of children.
- vii. Health, hygiene and first aid. Health promotion and communicable diseases.
- viii. Health and Safety.
- ix. Caring for a child who has been abused; and safe caring skills.
- x. Life Story work
- xi. Preparing a young person to move into independence or semi-independent living.

It is particularly helpful if foster carers can take part in relevant training events with other foster carers and social work staff. Some training is mandatory and all carers are expected to participate in training and development. The training needs of foster carer's own children are recognised and need to be discussed with the Supervising Social Worker.

Foster carers undertaking specialist tasks will be offered appropriate training for that task. Children's Social Care also runs an NVQ Level 3 programme in caring for children and young people. Details can be obtained from your Supervising Social Worker

Foster carers are expected to keep records of all training courses attended, and other evidence of their practice and learning e.g. letters of thanks from children and/or social workers, attendance at support groups, planning/review meetings, photocopies of Life Story work, reflective accounts of their fostering, etc. The Annual Review will include an appraisal of training and development needs, recorded in the Review report.

The Fostering Service is aiming to make training more accessible to more foster carers, through the timing of training events, the payments of child care expenses and/or provision of crèche facilities.

Foster Carer reviews

The approval of foster carers will be reviewed annually. Reviews may also be held in the event of a change of circumstance, or a complaint/allegation.

The review will be chaired by an experienced Fostering worker or Team Manager.

The review provides an opportunity to discuss the foster carer's view of the service offered by Children's Social Care, their experiences in specific aspects of fostering, their training needs,

skills and development and any grievances they may have. The views of the Social Workers of all the children placed, the children themselves, and also the views of the foster carer's Supervising Social Worker will be included in the review.

The review is an opportunity to consider whether the terms of a foster carer's approval should be changed or extended.

Foster carers are asked to sign the review report and are given a copy as well as a letter regarding the outcome of their review and their registration.

The first review following approval will be presented to the Fostering Panel.

Placement Agreements (for each child placed)

A Foster Placement Agreement will be completed for each child who is fostered. It will cover the following areas:

- i. Purpose and aims of placement
- ii. The child's background
- iii. The child's health and health care needs
- iv. The child's racial, cultural and religious needs
- v. The child's leisure/recreational needs
- vi. The child's education needs
- vii. Arrangements for financial support
- viii. Consent to medical/dental treatment
- ix. The circumstances in which it is necessary to obtain the consent of the responsible authority for the child to live, even temporarily, away from the foster home
- x. Arrangements for visits to the child and the foster home by social workers and other professionals
- xi. The frequency and nature of contact between the child and his/her parents and any other significant adults
- xii. Arrangements for the reviews of the child's care plan and progress

Representation and complaints procedures

If Children's Social Care fails to adhere to the conditions of the Foster Care Agreement and the Foster Placement Agreement, the foster carers have the right to complain.

The Complaints Procedure is outlined in the Foster Carer Handbook. A complaints leaflet is available on request.

If the foster carer fails to adhere to the conditions of the Foster Care Agreement and the Placement Agreement, Children's Social Care may bring forward the Review of Approval of the carers, or the child's review.

Protection of children

The foster carer has a responsibility to protect and safeguard any child placed in their care from abuse or neglect. In the event of any allegation of abuse or neglect, the foster carer is required to comply with the Somerset Child Protection procedures as outlined in the Foster Carer Handbook.

Children's Social Care has a whistle blowing policy for carers to report concerns about the practice of foster carers, or social workers. This means that Children's Social Care expects carers to notify us of any concerns they may have in relation to practice which may affect the care of a child. This may relate to the behaviour of a child's social worker, or another carer.

It is the foster carer's responsibility to ensure their home, garden and vehicle(s) are safe and well maintained, taking into consideration the age, ability and needs of the child/ren placed with them.

Guidelines are provided in the Foster Carer Handbook. Household inspections are completed annually.

It is the foster carer's responsibility to ensure that young people safely use the internet or indeed any other media materials. Safety measures should be discussed on an individual basis for each child. Foster carers should develop their knowledge of safe internet use.

Free membership of FosterTalk

Somerset Children's Social Care will arrange individual membership of FosterTalk for all foster carers.

The benefits of individual membership include:

- i. Access to a 24-hour Legal Advice Line.
- ii. Insurance cover for legal expenses for criminal and civil prosecutions associated with the fostering role.
- iii. FosterTalk magazine, leaflets, and other publications.

Insurance for foster carers

Property Insurance

There is an insurance policy for Foster Carers which is paid for by Children's Social Care budget, which covers material damage to carer's property, excluded from their own household insurance.

Somerset County Council provides a contingency cover that will apply if no other insurance responds. The property insured is limited to the buildings and contents belonging to the foster carer.

It covers loss or damage to the buildings and contents and theft of money (up to £300) caused by a foster child/children currently residing at the property, when subject to an exclusion under the carer's own property insurance policy.

The cover is only operative:

- When the loss or damage arises from the actions of foster children residing with the foster carer and or the parents/family members of the foster child
- Where the existing insurance in force in respect of damage to the property will not respond due to the circumstances.

Third Party and Injury Insurance

Somerset County Council has Public Liability insurance which will respond in the event of loss or damage to a third party or an injury happening outside the home arising from a negligent act(s) of the foster child.

Foster carers are also protected by other insurances currently provided by Somerset County Council whilst engaging in agreed duties; namely Personal Accident (assault) cover. Some Legal Expenses Cover is provided by Somerset County Council for carers and employees however this insurance is primarily to cover costs of defending claims for negligence where the carer/employee was acting in accordance with Somerset County Council guidance.

Foster Carer's Own Home Insurance

Foster carers should insure their buildings and contents for the full replacement value including the value of the personal effects of any foster children residing with them.

If a loss occurs and there is not adequate insurance, insurers may only settle your claim on an indemnity basis, that is, making allowance for wear and tear, depreciation etc, rather than the normal reinstatement (new for old) basis. They may withdraw indemnity in its entirety.

Home insurance is likely to contain restrictions relating to damage caused by children that you are fostering. Policy wording should be checked and insurers must be advised of the owner's fostering activities. Most policies exclude deliberate damage and theft caused by any member of your family or anyone permanently residing with you, the latter category relating to the foster children.

Legal liability and data protection

Legal Liability

Whilst Children's Social Care expects foster carers to arrange their own insurance and to make any claim under that insurance policy, Children's Social Care will indemnify foster carers, provided that, at the time of the incident giving rise to the claim they were acting within the scope of their authority. This means that whilst foster carers are looking after children and are undertaking duties that are normally associated with being a foster carer, they are indemnified by Somerset Children's Social Care.

There is no automatic liability on the Council to reimburse foster carers for any loss, injury or damage incurred by virtue of their fostering. In order for Children's Social Care to be legally liable, it would be necessary for the foster carer to prove that the Council had been negligent in causing the loss, injury or damage.

This indemnification does not extend to loss or damage caused by, or arising from fraud, dishonesty or criminal offence. The liability must have arisen when the foster carer was acting in the course of his or her duties as a foster carer.

Data Protection Act

Under the Data Protection legislation there are obligations in relation to securely holding and passing on personal information. Foster carers are in a unique position of needing highly sensitive information in order for them to properly care for children who are placed with them. This information will relate to health, and information about the child's background, including information relating to others, including the child's parents.

This information is highly confidential and sensitive and should only be disclosed and passed on to professionals who have statutory obligations towards the care of the child, e.g. Social Worker, GP, Health Visitor, etc. Written material concerning the child must be kept securely and must be returned to Children's Social Care by the Foster Carer, when the child leaves placement. This information will then be held on the child's file and will only be accessible by those who need to view this information.

Foster Carers are required to adhere to the information supplied in Annex A of this document, and to take note of the data processing requirements in the Data Processing Agreement.

There is guidance for Foster Carers on the expectations of their use of data which is provided in M0413 Data Protection Information for Foster Carers.

All Foster Carers will be supplied with a Privacy Notice in relation to their own information which is collected by Children's Social Care for the purposes of Fostering.

Change in foster carer's circumstances

Foster carers must inform their Supervising Social Worker of any major change in their circumstances, e.g.:

- a. Any intended change of address, including for holidays.
- b. Any change in their personal circumstances likely to affect their capacity to care for any child placed in the household; specifically:
 - separation or divorce
 - change in employment
 - change in house
 - difficulties associated with birth children in the family
 - changes in the household composition
 - new partners/household members
 - any new pets/animals
 - serious/long term sickness
 - criminal convictions of themselves or members of their household
 - any application for a Child Arrangement, Special Guardianship or Adoption Order in respect of any child in their household
 - any application to register as a child minder, or to provide day care

Corporal punishment

In line with the County Council's Policy and Government Regulations, foster carers must not administer corporal punishment to any child placed with them following Somerset County Council policy.

Confidentiality

All information given to a foster carer about a foster child or their family is confidential. It must not be disclosed without the consent of Children's Social Care, other than for safeguarding purposes, and must be returned by the Foster Carer when the child leaves.

Any breach of confidence is extremely serious and could have legal consequences. Any foster carers disclosing confidential information without authority will have their approval reviewed and possibly terminated.

Protecting vulnerable people from harm has a greater priority than the confidentiality of personal information. If you believe that disclosing personal information to a trusted individual (such as the police) may protect someone at risk of significant harm, then you should share that information.

If this happens you should inform Somerset County Council straight away.

Record Keeping

- i. **Records of Child in Placement:** it is expected that foster carers keep on-going records relating to the child's placement, significant events and, in particular, the carer's observation of the child's reaction to contact. Foster carers should also record any incidence of bullying and absconding. These records need to be stored in a secure manner and must be returned to Children's Social Care by the Foster Carer when the child leaves the placement.
- ii. **Safe Caring Policy:** each foster family is expected to provide a written Safe Caring Policy, using the Safe Caring guidelines in the Foster Carer Handbook. This policy will be used alongside information provided by the child's social worker at the time of placement, to compile a child-specific safe caring policy for each child in placement.
- iii. **Life Story Work:** the foster carer is expected to help the child to reflect on, and understand, his/her history and to keep appropriate memorabilia and photographs. Foster carers are expected to provide a young person with letters about their time with them at the end of placement as part of ongoing life story work.
- iv. **Training and Development Portfolio:** foster carers must keep a record of all learning undertaken.

Undertaking to care for a foster child

A foster carer undertakes to care for the child placed as if the child were a member of the foster carer's family. The foster carer should promote the child's welfare in a way that is

consistent with the long and short term arrangements made for the child by Somerset Children's Social Care, as specified in the terms of the Foster Placement Agreement.

A foster carer undertakes to work in partnership with all professionals concerned with the child in placement.

Visits by Ofsted

Foster carers are requested to co-operate as reasonably required with Ofsted, and in particular to allow a person authorised by Ofsted to interview them and visit their home at any reasonable time.

Change in foster child's circumstances

The foster carer should keep the child's social worker informed about the child's progress, and notify the child's social worker immediately of any serious illness of the child, or of any other serious occurrence affecting the child. Any change or proposed change of the legal status of the child (e.g. discharge of a Care Order through making an Adoption, Special Guardianship or Child Arrangement Order) could significantly alter the basis of any agreement with the carer.

Removal of foster child from foster home

The foster carer must allow the child to be removed from their home if requested to do so by Somerset Children's Social Care. All paperwork, diaries and records concerning the child and all their belongings must be returned to the child's social worker.

Termination of foster carer approval

If concerns are raised about the standard of care provided by the foster carer, or if there are child protection issues, and these are established after the initial inquiry, approval status of the carers will be referred to the appropriate fostering panel for review.

One option for the panel would be to recommend that Children's Social Care terminate the foster carer's approval. In such a case, the carer will be notified of Children's Social Care's decision in writing and made aware of their rights of appeal.

A foster carer may give notice in writing to Children's Social Care at any time they no longer wish to act as a foster carer. Their approval will then be terminated twenty-eight days from the date on which the notice is received.

Declaration (and signature)

We the undersigned agree the terms and conditions of this Foster Carer Agreement

Signed (Supervising Social Worker)	
Date	

Signed (Foster carer)	
Date	
Signed (Foster carer)	
Date	

NB: If there are two approved foster carers in the household, this agreement must be signed by both carers.

Foster Care Agreement – Data Protection Annex

DEFINITIONS

Controller, Processor, Data Subject, Personal Data, Personal Data Breach: as defined in the Data Protection Legislation.

Data Protection Legislation: means

- a) all applicable data protection and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended;
- b) any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);
- c) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

1. DATA PROTECTION

- 1.1 Both the Council and Foster Carers will comply with all requirements of the Data Protection Legislation. This clause 1.1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and each Foster Carer is a Processor. Schedule 1 sets out the scope, nature and purpose of processing by the Foster Carers, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 1.3 Without prejudice to the generality of clause 1.1, the Council will ensure that it has all necessary appropriate legal bases and notices in place to enable lawful transfer of the Personal Data to the Foster Carer for the duration and purposes of this agreement.
- 1.4 Without prejudice to the generality of clause 1.1, the Foster Carer shall, in relation to any Personal Data processed in connection with the performance by the Foster Carer of its obligations under this agreement:
 - (a) process that Personal Data only on the documented written instructions of the Council which are set out in the Schedule unless the Foster Carer is required by Applicable Laws to otherwise process that Personal Data.
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Council, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful

processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) ensure that all persons who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area in any circumstances;
- (e) assist the Council, at the Council's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Council without undue delay on becoming aware of a Personal Data Breach; see the process detailed in Schedule 1
- (g) at the written direction of the Council, delete or return Personal Data and copies thereof to the Council on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 1.4 and allow for audits by the Council or the Council's designated auditor and immediately inform the Council if, in the opinion of the Foster Carer, an instruction infringes the Data Protection Legislation.

1.5 The Council does not consent to the Foster Carer appointing any third-party processor of Personal Data under this agreement.

1.6 The Council may, at any time on not less than 30 days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

Schedule 1: Data Protection

1. The contact details of the Council's Data Protection Officer are: Lucy Wilkins, Data Protection Officer on informationgovernance@somerset.gov.uk
2. The Foster Carer shall comply with any further written instructions with respect to processing by the Council.
3. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Data Controller	Somerset County Council
Data Processor	Each Foster Carer is a Data Processor
Subject matter of the processing	The processing of the data is necessary in order for the Foster Carer to properly care for the children who are placed with them.
Duration of the processing	The processing will take place during the time of the placement only.
Nature and purposes of the processing	<p>The purposes of the processing is to ensure the Council meets its statutory obligations and to allow the Foster Carer to understand the needs of, and properly care for the Foster Child/ren placed in their care.</p> <p>Processing is anything you do with information such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means)</p>
Type of Personal Data	Name, address, date of birth, telephone numbers, education records, family details and arrangements (i.e. the child's social care records), diary (location and appointments), records (observations etc), Safe Caring Policy (child-specific), life story work (child's reflections, photographs, letters).

	Some of the data being processed amounts to “special category” data, and.. .
Type of Special Category Data	Ethnic origin, religious or philosophical beliefs, political opinions, health data, including disability and sexual orientation / sex life
Criminal Offence Data	<p>Where it is necessary and proportionate to do so, the Council will share records of criminal convictions, and alleged commission of offences, or proceedings for an offence committed or alleged to have been committed including sentencing.</p> <p>This will only be shared if it is absolutely necessary to safeguard and care for the child in placement.</p> <p>Where needed, the Foster Carer will process and keep records of the above to assist any child in this activity.</p>
Categories of Data Subject	Children, their families, and significant contacts (including friends of the children, and associates).
Legal basis for processing	<p>Somerset County council has a statutory duty to look after Children. The processing falls under GDPR articles 6.1.c: processing is necessary for compliance with a legal obligation to which the controller is subject</p> <p>9.2.h: processing is necessary for the purposes ... of the provision of health or social care or treatment or the management of health or social care systems and services on the basis of Union or Member State law</p>
Security/Storage of the Data	<p>The Council will provide a unique Foster Carer email account that provides a secure environment in which to share personal data with the Council and other professionals. All emails sent from this email account will be automatically encrypted.</p> <p>Where there is a household that has more than one Foster Carer, they must nominate a named ‘Lead Foster Carer’. The Lead Foster Carer will be responsible for managing the account credentials and setting up the email account on all required devices for the household.</p> <p>The Foster Carers will not share the password with each other or write the password down. The Lead Foster Carer will be responsible for keeping the partner Foster Carer up to date, and discussions must take place in private and confidential settings.</p> <p>Data Protection guidance is given in document M0413 in which all Foster Carers have a responsibility to adhere to.</p> <p>The Foster Carer must implement appropriate measures and take reasonable precautions to safeguard the data from unlawful processing or accidental loss, destruction or damage. Data must be locked away and/or secured electronically. The Foster Carer must not destroy, make or retain copies of the data.</p>

	<p>The Foster Carer must promptly inform the Council's Information Governance Team if any of the data is inappropriately disclosed, lost, destroyed or damaged.</p>
Data breach process	<p>Somerset County Council has a responsibility to report data breaches that meet the relevant threshold to the Information Commissioners Office within 72 hours. It is therefore very important that the Foster Carer notifies Somerset County Council as soon as it is aware that a data loss event (breach) has occurred or has been suspected of occurring.</p> <p>The Foster Carer will assist the Council in investigating the data breach.</p> <p>The Foster Carer will assist in any mitigating action required or communication with the Information Commissioners office</p> <p>To report a data breach, contact the Information Governance team on informationgovernance@somerset.gov.uk and copy in your supervising Social Worker.</p> <p><u>You will need to include as much information as possible including the nature of the data breach, the number of people affected, any mitigating actions taken to reduce the impact of the data breach, and any other relevant information.</u></p>
Data Rights Process	<p>The Foster Carer will notify Somerset County Council as soon as it receives</p> <ul style="list-style-type: none"> (a) a Data Subject Access Request (or purported Data Subject Access Request); (b) a request to rectify, block or erase any Personal Data; (c) any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; (d) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement; (e) a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; <p>or</p> <ul style="list-style-type: none"> (f) becomes aware of a Data Loss Event <p>Somerset County Council will process any data rights request received. The Foster carer will provide any relevant information to assist in the processing of the request as necessary.</p> <p>Please send any requests or queries to informationgovernance@somerset.gov.uk</p>
Plan for return and destruction of the data once the processing is complete	<p>All the data relating to the child, placement, and care, shared, gathered, obtained, stored, or otherwise , must be returned by the Foster Carer to the Council upon conclusion of the placement. It will then be retained by the Council and stored on the child/children's file.</p>