

**DUNDEE CITY COUNCIL
KINSHIP CARER AGREEMENT**

This agreement is made between Dundee City Council and approved kinship carers in accordance with Schedule 5 of The Looked After Children (Scotland) Regulations 2009. It is to be signed by a representative of Dundee City Council (hereafter referred to as the Agency) and kinship carers (hereafter referred to as carers).

Agency Representative:-

Name: _____

Address: _____

AND

Kinship Carers:

Name of both partners 1 _____
 2 _____

Address: _____

Date of Approval: _____

- 1 It is agreed that the Agency and the carers shall within the terms of child care legislation exercise a partnership of care of the child. This partnership shall include the child's parent(s) and/or others important in the child's life.
- 2 Financial arrangements
It is agreed that the Agency shall pay the carers a Kinship Care allowance provided that the Agency have received written confirmation that the carer will be better off receiving the allowance than not. It is the sole responsibility of the carer to ensure that they make a full and accurate declaration of their income to all government agencies.
3. The amount of the allowance the carer is to receive will be £ per week, made up of an allowance of £, plus £ Family Premium. This will be paid fortnightly in advance directly into the carers' bank account.
- 4 Records and Information Management
It is agreed that the carers shall observe complete confidentiality with regard to any information which they have obtained in the course of their duties and will not disclose this to any person without the consent of the local authority. This includes information relating to a child placed with them, to the child's family or to any other person, which has been given in confidence in connection with a placement.
- 5 Roles and Responsibilities
It is agreed that carers shall inform the Agency of offences committed by any member of the foster home, change of address, changes in their living situation, such as time spent away from home, changes in employment, changes in household composition, accommodation, health or any other changes which are likely to impact on their role as kinship carers.
- 6 Placements
It is agreed that the Agency and the carers shall mutually agree any placement of the child and that available written information about the child and his/her circumstances will be given to carers at the time of placement.
- 7 It is agreed that the Agency, jointly with carers, shall complete the placement agreement as detailed in (Schedule 4) Looked After Children (Scotland) Regulations 2009.
- 8 It is agreed that the carers shall provide a good quality of physical and emotional care for the child and that they endeavour to create an atmosphere of acceptance, safety and trust for the child at the time when he or she is living separate from his parents.
- 9 It is agreed that the carers shall:-
 - a Promote good health and ensure the child receives appropriate medical and dental treatments.
 - b Keep a record of the child's health needs, immunisation, examinations, in the Child's Health Record.
 - c Ensure child's attendance at school, nursery school, child and family centre or any other educational provision as appropriate.

- d Bring up the child according to his/her religious persuasion (if any) and enable and encourage the child to pursue any cultural, leisure or vocational activities which are beneficial for the normal development of the child.
 - e Respect child's racial/cultural and linguistic origins and in case of children from a different ethnic or racial background to understand differences the child is experiencing in relation to family life and other experiences.
 - f To ensure that the child's dietary requirements are met in respect of his/her medical, ethnic or religious needs.
- 10 It is agreed that the child should not be subject to emotional cruelty or physical punishment of any kind (this includes smacking).
- 11 It is agreed that the carers shall immediately report to the agency any serious occurrence affecting the child, i.e.:-
- child runs away
 - child is removed by parent(s) or someone else without permission
 - child is ill or has had an accident
 - the child dies
 - the Police wish to question the child
- 12 It is agreed that the carers endeavour to respect the importance of contact between child, his family, previous carers, or others deemed to be important to the child. Contact between the child and relatives shall be mutually agreed between all parties, taking into account the legal requirements and the needs of the child and the carers' family. All contact arrangements to be specified in contact agreement forms and the placement arrangements and will be reviewed in accordance with Children's Services operating procedures.
- Carers will facilitate contact with birth families, including telephone contact and visits to carer's homes, if appropriate.
- 13 It is agreed that the child's social worker, link worker or any other representative of the Agency shall visit the child and the carers at intervals laid down in the placement agreement form - or more frequently if necessary. The Social Worker has a duty to see the child alone.
- It is the carers' responsibility to endeavour to create an atmosphere where it is possible for the child to be seen alone.
- The carers shall at all times permit any person authorised by the Chief Social Work Officer to see the child and the carers, and to visit the carers' home.
- 14 It is agreed that the Agency and carers will make positive efforts to regularly share information relevant to the wellbeing of the child between all those involved in the placement.
- 15 The review of the child's placement with the kinship carer will be undertaken annually, in accordance with the Department's procedures for reviews of looked after children.

16 Ending Placements

It is agreed that, where possible, all placements should end in a planned way, following discussion with all parties involved.

17 Where a placement is terminated the carer agrees to allow the child or young person to be removed from their home by the local authority.

18 In the case of placement breakdown the Agency and carers shall work together to find out the reasons for the breakdown

19 Unless the child is subject to action by a Children's Hearing, which may end the placement, or a parent exercises his/her right to have the child returned, any other move should be in the child's best interests and that good practice should be borne in mind

20 Representations, Complaints and Allegations

It is agreed that complaints made by carers about the Agency or Agency staff are dealt in accordance with the Agency's complaints procedure as detailed in the handbook.

21 It is understood that, where allegations of suspected child abuse or neglect are made against any member of the kinship carer home, investigations in accordance with the Agency child protection procedures are carried out.

22 Support and Training

It is agreed that the Agency will co-ordinate, and where appropriate provide support to the carer via the child's social worker.

23 It is agreed that the Agency will consider requests for training, relevant to the carer's task, on an individual basis as appropriate.

Dated this _____ day of _____ 20 ____

Signed: _____
[Kinship Carer]

[Kinship Carer]

and

on behalf of Dundee City Council
Children and Families Services

Senior Manager, Children and Families Service