

APPENDIX 8



This agreement is between:

The City of Edinburgh Council (*'the Council'*)

and

(Add Carers name/s, SWIFT number/s and substantive address as below and delete this line and example)

John and Jane Smith (9021076/9902456)

1 High Street

Edinburgh

EH12 5AB

This agreement is issued in accordance with Regulation 24 and Schedule 6 of the Looked After Children (Scotland) Regulations 2009. It sets out the main terms on which the carer/carers will

- (i) provide care for children and young people looked after and placed by the Council; and
- (ii) be supported and remunerated by the Council.

1. RESPONSIBILITIES OF THE CITY OF EDINBURGH COUNCIL

1.1. Preparation, Training, Support and Reviews

- 1.1.1. To provide carers with access to an ongoing programme of training and development, including training for special tasks or circumstances where needed.
- 1.1.2. To provide professional support, consultation and guidance by:
 - a) regular visits by a Family Based Care social worker specifically allocated to the carer/s;
 - b) carer mutual support and training groups;
 - c) an out-of-hours service by the Emergency Social Work service; and
 - d) facilitating access to specialist and psychological services if required.
- 1.1.3. To provide carers with information about any Council policies and procedures with which the carers are required to comply.
- 1.1.4. To review the care provided by the carers at intervals of no more than one year after approval and the at least every three years.

1.1.5. Representations, Complaints and Allegations

- 1.1.6. To receive representations from carers either individually or collectively about general matters of practice, procedure or policy and to take them into account when planning services.
- 1.1.7. To involve foster carers wherever practicable when significant issues relating to the foster care service are being considered.
- 1.1.8. To provide foster carers with information about the Council's Child Protection Procedures and about the manner in which concerns about the abuse of children and young people will be dealt with.
- 1.1.9. To ensure that the child or young person's welfare is safeguarded and to treat seriously and respond to any **complaints or allegations** that relate to the care, safety and welfare of the child or young people placed there, and, where necessary, to investigate them in line with Council Procedures. Where abuse is alleged, the Edinburgh and Lothians I n t e r - A g e n c y Child Protection Procedures will be followed. The latest version of these procedures can be found at:
(http://www.edinburgh.gov.uk/downloads/file/287/child_protection_procedures)

1.2. Placements of Children and Young People

- 1.2.1. To ensure that in respect of every child or young person placed, carers are provided with full written information, reports and documentation about the child or young person, wherever practicable before or at time of placement or as soon as possible after, and that these are kept up to date. This information shall include:
 - a) essential personal details and background information;
 - b) parental agreement to the placement or a copy of any Court or Children's Hearing order that authorises the placement;
 - c) a description of the child or young person's stage of development, behaviour and other issues;
 - d) an assessment of the child's circumstances;
 - e) a child's plan [or where the child is accommodated in an emergency,

- involvement in the development of such a plan];
- f) parental consent to medical treatment;
- g) parental consent to school outings;
- h) background medical information; and
- i) any other relevant information.

- 1.2.2. To ensure that before or at time of placement wherever practicable, or as soon as possible after, a placement agreement is completed and signed in respect of every child or young person placed.
- 1.2.3. To liaise with the child or young person's school and the education staff in order to monitor school progress and resolve any difficulties as they arise.
- 1.2.4. To ensure that the child or young person is visited by a social worker at least once during the first week of placement and at intervals of no more than three months thereafter. Social workers will normally aim to visit (or have other contact) more frequently as agreed in the placement agreement.
- 1.2.5. To facilitate contact arrangements between the child and his/ her family by a variety of means as described in the child's plan and placement agreement as in the interests of the child or young person.
- 1.2.6. To ensure that carers are kept fully informed of anything which affects the child or young person's care needs and that they are actively consulted about, and provided with full opportunities to participate in, decisions about a child or young person in their care.
- 1.2.7. To ensure that the arrangements for the care of the child or young person are reviewed regularly and in accordance with Council procedures and legal requirements.
- 1.2.8. To work towards achieving a permanent arrangement for the child or young person's future care as soon as possible.

1.3. Financial and Material Provision

- 1.3.1. To pay the carers for each child or young person placed by the Council according to the terms set out in the Council's schedule of foster care fees and expenses. The schedule will be issued to foster carers on first approval and then annually thereafter.
- 1.3.2. To ensure that carers have appropriate equipment for the care of the child or young person.
- 1.3.3. At the Council's sole discretion, to consider payments to the carers in respect of exceptional, excessive or malicious damage or loss or to the carers' own property that results from looking after a child or young person for the Council. Payment will only be considered if no other person or corporate body has a prior responsibility and a claim to them has been refused, for example through the carers' own insurance arrangements.

1.4. Insurance

- 1.4.1. To indemnify foster carers in respect of sums which the foster carers may become legally liable to pay as compensation arising out of claims by third parties in respect of bodily injury or accidental damage to property arising out of the Council's activities.

2. RESPONSIBILITIES OF THE CARERS

2.1. Notifications about changes in the carers' circumstances

- 2.1.1. To notify the Council promptly and in writing of any of the following:
 - a) any intended change of address by the carer/s,
 - b) any change in the composition of the carer household,
 - c) any other change in the carers personal circumstances
 - d) any event affecting either:

- (i) her/his/their capacity to care for any child or young person placed or
 - (ii) the suitability of the carer household (including health issues)
 - e) any criminal proceedings or convictions or proceedings by the Reporter to the Children's Hearings in respect of any members of the household
 - f) any further request or application s/he/they or any member of the carer household intend/s to make to provide foster care, to adopt children or to register as a childminder with the Care Inspectorate under the Regulation of Care (Scotland) Act 2001.
- 2.1.2. To notify and consult with Family Based Care before acquiring any type of pet that may present a danger or require special arrangements for care and/or containment. This requirement includes looking after such pets for short periods on behalf of others.

2.2. Confidentiality and Records

- 2.2.1. To ensure that any information which is given to the carers in confidence relating to the placed child or young person, to her/his family or to any other person will be kept confidential and not disclosed to any person without the consent of the Council.
- 2.2.2. To maintain confidential records concerning their care for the child or young person and of events involving or affecting the child or young person.
- 2.2.3. The parties to this agreement require to comply with the General Data Protection Regulation (GDPR). The Council will collect and process information relating to you in accordance with the GDPR Privacy Notice which is located at the on our public website and you will comply with relevant privacy standards on the Policy Register section of our public website, www.edinburgh.gov.uk when handling personal data.

2.3. Good Parenting

- 2.3.1. To protect any placed child or young person from avoidable harm or abuse and report any concerns to the council immediately.
- 2.3.2. To abide by guidance or instructions from the council about managing behaviour.
- 2.3.3. To agree and ensure that corporal punishment or other demeaning punishments are not used in respect of any child or young person placed.
- 2.3.4. Having regard to the child's plan and placement agreement, and in the manner of a good parent, to care for the child or young person as if s/he were a member of their own family and in a safe and appropriate manner and to promote the child or young person's welfare by:
 - a) giving attention and affection and building self-esteem;
 - b) developing any interests and talents the child or young person may have and encouraging participation in community activities;
 - c) supporting and encouraging the child or young person to develop and maintain a positive approach to their own health and wellbeing including their personal hygiene, healthy eating and age appropriate personal relationships and lifestyle;
 - d) setting consistent limits to manage behaviour and helping the child or young person to develop controls over their own behaviour;
 - e) respecting the child or young person's need for privacy when appropriate;
 - f) providing clean, comfortable and appropriately heated accommodation;
 - g) maintaining an adequate supply of clothing in good and clean condition; and
 - h) making arrangements for the child or young person's safety in the home or when travelling (through the provision and use of correct safety seats, harnesses or belts).

2.4. Personal Identity, Contact, Health and Education

- 2.4.1. To be sensitive and have regard to the child or young person's cultural, ethnic and linguistic background, sexual identity and orientation and to encourage the child or young person's pride in her/his identity; and to recognise and actively support the child or young person's religious persuasion.
- 2.4.2. To promote contact and good relationships between the child or young person and his/her own family, except where contact has been restricted by a court, a Children's Hearing or the Council.
- 2.4.3. To permit any person authorised by the Council to see the child or young person [upon showing their personal ID].
- 2.4.4. To discuss with the social worker beforehand, insofar as they affect the child or young person
 - a) any outings, trips or periods away that are extended in either time or distance; and
 - b) any regular or extended baby sitting and other care arrangements and any changes in these
- 2.4.5. To ensure that the child or young person's medical and dental care needs are met, having regard to the medical information supplied and, whenever practicable, in consultation with the child's or young person's parents or guardians and the child's or young person's social worker:
 - a) by consulting medical and dental practitioners when necessary, following their advice and following up on prescribed treatment or referrals for specialist opinion;
 - b) by keeping to any arrangements for reviewing the child or young person's health if advised by the medical practitioner or required by the council; and
 - c) keeping a record of significant illnesses, consultations or treatments, and advising the child or young person's parents or guardians and the child or young person's social worker of any events.
- 2.4.6. To support the child or young person's education and educational opportunities, ensuring attendance at school, assisting with schoolwork and maintaining regular contact with the school staff regarding progress.

2.5. Care Planning and Reviews

- 2.5.1. To participate with others in planning the programme of care by:
 - a) discussing with the social worker at the time any changes or developments that may affect the placement or the planning for the child or young person;
 - b) attending placement agreement and other meetings that may be arranged related to an individual child or young person's care as required by the council;
 - c) attending and providing written reports to Looked After and Accommodated Children Reviews; and
 - d) attending Children's Hearings where appropriate.

2.6. Notification of major events and changes in the child or young person's circumstances

- 2.6.1. To notify the Council **immediately**, in respect of a child or young person placed, of
 - a) death or any serious illness or accident including any unplanned medical treatment;
 - b) any other serious occurrence affecting the child or young person;
 - c) any instance of running away or unauthorised or unexplained absence; and
 - d) any instance of being taken away from the home without authorisation or agreement.

2.7. Monitoring and Inspection

- 2.7.1. The foster carers will receive regular visits from their Family Based Care social worker and will accept that their Family Based Care social worker or the child's social worker will visit from time to time without prior arrangement.
- 2.7.2. The foster carer will co-operate with any activities connected with their continued approval by the Council as foster carers and any activities connected with registration and inspection of the foster care service that are required by legislation, regulations or good practice.

2.8. Ending of Placements

- 2.8.1. Where the placement is terminated, allow the Council to remove the child or young person in a manner consistent with the child or young person's needs and welfare.

2.9. Training, Support and Reviews

- 2.9.1. To participate in foster care training opportunities and events and carer support groups where appropriate.
- 2.9.2. To participate in arrangements made to review their approval including compiling reports and attending review panels.

2.10. Insurance

- 2.10.1. To hold household insurance, including third party liability and, where a vehicle is used to carry children and young people looked after by the Council, motor insurance including legal liability to passengers and, in effecting either such insurance, to declare to the insurers that they are acting as foster carers for the Council.

2.11. Other specific responsibilities

- 2.11.1. To abide by the council's procedures, guidance and instructions and, in particular, its requirements and guidance on:
 - a) Smoking;
 - b) the keeping of dangerous, or potentially dangerous, animals as pets; and
 - c) outdoor activities, details of all of which will be provided separately.

3. STATUS

- 3.1 Carers are self – employed and nothing in this agreement shall render them an employee, worker, agent or partner of the Council and they shall not hold themselves out as such.

4. AGREEMENT AND SIGNATURES

Foster Carer(s)

I have read and understood this Carer Agreement and in particular the responsibilities of carers and agree to meet them.

Signature/s	
Name/s	
Date	

City of Edinburgh Council Representative

I have read and understood the responsibilities of the Council and agree on behalf of the City of Edinburgh Council that they will be met.

Signature/s	
Name	
Position	Family Based Care Social Worker,
Date	

Note:

Foster Carers will be required to sign a new Carer Agreement document after each Foster Care Review continues registration. This will be within twelve months of initial registration and then within three years thereafter.

The City of Edinburgh Council will review the content of the Carer Agreement on an annual basis. Where changes are made to the document, foster carers will be advised and will be invited to sign a new version.

