

INDEPENDENT FOSTERING PROVISION – SPECIFICATION REQUIREMENTS

SPECIFICATION

Service	Independent Fostering Provision, Preferred Provider Framework
Commissioner Lead	Kent County Council and Medway Council
Version control	FINAL

Introduction

1. **Aims and Objectives:**

Kent County Council and Medway Council (the Purchaser) are seeking to commission high quality foster care that meets individual child and young person's needs and outcomes, at the right time, in the right location and at the best possible price.

The Purchaser is seeking to work in partnership with successful Independent Fostering Providers (the Provider) to achieve the required outcomes for each child/young person as specified in their Individual Care Plan or Pathway Plan which incorporates the Placement Plan, Health Plan and Personal Education Plan, or in the case of a child with a statement of special education needs an Individual Education Plan (which may be superseded by the Education, Health and Care Plan currently out for consultation).

The aim of the Contract is to enable the Purchaser to have priority access to appropriate foster care from a list of preferred Independent Fostering Providers for Children in Care who have a wide range of needs.

2. **Service Outcomes:**

The Purchaser wishes to achieve the following outcomes: -

- The provision of high quality, trained, experienced and skilled foster carers and staff who can provide safe, stable care and support for children and young people who are in care.
- The provision of foster carers who show resilience and are committed to continuing to support children and young people especially during challenging and difficult periods.
- Provide and/or facilitate full and equal access to services that meet children's needs in relation to their education, ethnicity, religious, health, leisure, sexual orientation, accommodation and play requirements.
- Create opportunities that shall broaden children and young people's outlook on life and enhance their life chances.
- Support children and young people to develop a strong sense of resilience and ability to withstand

many of the negative effects of adversity.

- Support children and young people to develop a positive self esteem and a belief that they can make a difference in their lives. This may be through praise and through ascribed value of their achievements.
- Enable young people's sense of self-efficacy through supporting them to take responsibility and make decisions.
- Enable young people to integrate within the foster family, their local community and school. This could be through establishing meaningful roles which include proficiency at academic and non-academic activities at school, sporting prowess, part time work, volunteering, caring for siblings as appropriate, and domestic responsibilities, provided they are not excessive. Such roles are likely to have a positive effect in several ways – they can provide a sense of positive identity, source of self-esteem, they may act as a source of pleasure and hope or distract young people from the adversity they are experiencing in areas of their lives.
- Enable young people to believe in a broader value system (which) can help them to persist in problem solving or in surviving a set of challenging life circumstances.
- Create an environment that gives the child a feeling of rootedness; the conviction that life has meaning and an optimistic focus.
- Create an environment that supports young people to live independently and as Care Leavers to access suitable accommodation and support them in further education, employment or training and develop the emotional resilience necessary to lead an independent lifestyle.

Needs and Scope of Service

3. Identified Needs:

The Purchaser requires Independent Fostering provision to cater for children and young people with a range of different needs in Kent and Medway.

The range of Independent Fostering provision under the terms of this contract shall be required as follows:

- Long term or permanent placements (as per care or placement plan; 12 months and over)
- Short term placements
- Emergency placements (same day, out of hours and/or within 24 hours of referral)
- Sibling placements
- Solo placements (with no other children within the foster household)

The Purchaser has defined its purchasing needs to be in three specific placement categories.

Standard Placements	Outline of a Standard Placement: Standard placements will be required for children and young people who have not been assessed as having significant complex and specialist needs and who are not in need of consistent and/or intensive intervention for longer periods of time. The requirements of a standard placement is for skilled, trained, experienced foster
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	<p>carers who can provide a stable, loving, caring and welcoming family home for children and young people who may have experienced loss, separation, abuse, neglect or harm and may as a consequence have complex and challenging emotional and behaviour difficulties behaviours.</p> <p>Some children may have been exposed to poor parenting, had a number of placement breakdowns, have difficulties in forming positive and health attachments. They may have been exposed to domestic violence or have parents struggling with substance misuse.</p> <p>Young people with challenging behaviours may require carers to provide consistent boundaries and may require a highly managed and structured environment in all areas of their life in order to feel safe and to begin to trust.</p> <p>The needs of children in standard placements may change and or fluctuate over time and may require additional support for short periods of time to stabilise the placement.</p>
<p>Complex Placements</p>	<p>Outline of a Complex Placement: -</p> <p>As per Standard Placements, with additional requirements to support children and young People who have more acute and complex needs. The list below includes some of these requirements but is not exclusive.</p> <ul style="list-style-type: none"> • Support in relation to issues of continuous absconding, significant challenging and risk taking behaviours both to themselves and others. • Complex contact needs. • Complex educational needs and the need for tailored educational programmes. • Support in relation to significant attachment issues, significant substance misuse or effects of parental substance misuse. • Support in relation to offending and/or sexualised behaviours. • Support in relation to self harming behaviour. • Support in relation to multiple and profound disabilities. <p>Children and young people who are in need of a complex placement may require enhanced risk management approaches, intensive intervention from dedicated Carers and support staff who are very experienced, trained and able to manage the complexity of behaviours and disabilities. Wrap round support and therapeutic and/or counselling provision may also be needed to support the child and the foster family.</p> <p>Please note, that complex placements will only be agreed for funding by the Purchaser if the additional support has been identified in the child's care plan and the need cannot be met in full by the support services provided by the Purchaser.</p>
<p>Specialist Placements</p>	<p>Outline of Specialist Placement:</p> <p>Specialist Placements may be also be required for children, with further additional support requirements which are in addition to those that are outlined in complex placement category, or as outlined in the Child's Care Plan which has identified the need for more specialist provision. This list includes additional requirements but is not exclusive to:</p> <ul style="list-style-type: none"> • Support in relation to multiple and profound disabilities with complex medical needs and high level of medical appointments. • Support in relation to young people who are in crisis and who have significantly challenging behaviour; highly sexualised behaviour; significant self harm and risk taking behaviours • Support for children or young people in care who have profound mental health difficulties. <p>The Purchaser is also seeking to procure the specific placements within the Specialist Placement Category: -</p>

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| | <ul style="list-style-type: none"> • Parent & Child placements • Retained Carers for young people on Remand • Children/young people in need of Residential Migration placements within the Specialist Placement Category. |
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The Purchaser is seeking to commission Independent Fostering Placements for the following need groups:

3.1 Core need group: -

The Purchaser defines its 'core need group' as any child and young people, who may not be diagnosed as having a disability, is not an asylum seeking child and is not on remand, or placed in Residential provision. Most children who will require fostering support are anticipated to be over the age of 11. The demand for children in the 0-10 age group will be continuously monitored and the projected need will be regularly communicated to Providers during the contractual term.

The Purchaser's core need group may require standard, complex and specialist placements depending on their assessed needs.

3.2 Unaccompanied Asylum Seeking Children

Kent County Council requires placements for vulnerable children and young people who are from different cultures and religious backgrounds. Many of these children will also be experiencing 'separation' from their families, friends, community, school, as well as trauma due to what they have seen or experienced. Young people will require stable, consistent and potentially long term support and care.

Foster Carers should enable these young people to establish themselves in this country and integrate into a community and culture that is different from their own but support them to maintain strong association with their own heritage and religious beliefs. It is important for Foster Carers to cater to the differing needs of unaccompanied asylum seeking children and be sensitive to the way in which they have previously been parented as well as to their communication needs.

Kent County Council requires Independent Fostering provision for approximately 4 – 5 placements per month across all geographical areas of Kent, other than in Thanet. Foster Carers should reside as close as possible to local schools and education establishments. Most placements will be required in an emergency, as well as out of hours and for young people aged between 13 – 18 years.

Most children and young people will require a standard foster care placement. There may be a few young people with more significant needs who may have faced traumatic circumstances in the past and require dedicated Foster Carers who have the expertises and experience to care for them as well as additional support and therapeutic intervention.

Kent County Council is seeking to spot purchase provision throughout the term of this Framework Contract. In addition to this, the Council may undertake a mini competitive tender to block purchase foster carer for unaccompanied asylum seeking children during the course of the contractual term.

Medway Council may require UASC placements and will communicate their requirements for this type of provision during the course of the contractual term.

3.3 Children with Disabilities

Standard fostering placements will be required for children with sensory impairment, physical and learning

disabilities, including children with autism. In some cases children will be dependent on others for all aspects of care, including moving and handling, feeding, drinking, interaction and play, stimulation, needing support in using the toilet and washing/bathing.

Some of the children and young people the Purchaser will be seeking to place may have complex sets of behaviour and be very reactive to any changes which cause them severe distress. This may include obsessive behaviours such as switching lights on and off, hand washing to the extreme, echolalia (repeating everything that is said to them). Some young people may have high levels of energy, placing them at risk as they do not understand the notion of actions and consequences.

A Foster Carer's ability to understand and use a child's usual method of communication (e.g. British Sign Language, a picture board) will be crucial.

There may be the occasion that complex placements will be required for disabled children who are assessed as having profound and multiple complex needs including very complex health needs e.g. children and young people who require feeding, assisted breathing, such as tracheotomies (tube in the throat for breathing), gastrostomies (tube in the stomach for feeding), continuous positive airway pressure CPAP (oxygen).

3.4 Young People on Remand

The Purchaser requires Foster Carers who are experienced and able to provide placements for young people who are either awaiting trial, having pleaded not guilty, or sentence as an alternative to custody.

Whether a standard or complex placement is required will be determined by the young person's needs and their Care Plan.

The '*Legal Aid, Sentencing & Punishment of Offenders Act 2012*' introduces changes to the remand powers of Courts with a view to achieving a reduction in the numbers of children and young people who are remanded into custody. It also brings about the change of Children in Care (CIC) status for all remanded young people and leaving care status for those who remain in custody for 13 weeks or more as well as the transfer of financial responsibility to local authorities. The policy direction is to manage all young people on remand in the community unless there is a serious concern for public safety.

The objective is to provide a stable family environment where young people will have the time and support to comply with the requirements of the Courts. Foster Carers would be required to manage adolescent behaviours and set firm boundaries. The young person shall be given support and encouragement to work with the youth offending team and their family. The most likely age group who will be referred is young people aged 15 – 17 years.

A successful placement during the remand period will help to demonstrate to the Court that they can change their behaviour and so reduce the likelihood of entry into the secure estate for either remand or sentencing purposes.

Usually young people who may be referred have been remanded to the care of the Purchaser to await Criminal Court proceedings. They will have either been refused Bail and need to be placed in suitable accommodation or will have been recently remanded into the secure estate but the Court is prepared to release them subject to a suitable foster placement being available. A curfew, electronically monitored, will be a frequent condition of the remand and as a result foster carers will need to be willing to facilitate this.

Foster Carer should reside near to the young person's school, or place of education and/or work. Foster Carers where required to do so, will act as an Appropriate Adult and attend Court with the young person.

The Purchaser would urge Foster Carers not to over advocate for the young person and work in accordance with the agreed Placement Plan. Maintaining this effective balance will require foster carers who are experienced, skilled and who are able to access training and support.

Young people that are returning home, which is frequently the outcome following such a remand, or will be moving to living independently, will need the support of their Foster Carer to facilitate a smooth transition. This may need to involve a specific focus on restoring relationships between the young person and their family.

Kent County Council anticipates that 30 – 40 Remand placements will be made each year for an average period of 4 weeks. The Purchaser is seeking to spot purchase provision in addition to setting by a '*Retained Remand Foster Care Pilot Scheme*'. More detail as to the requirements of the pilot scheme is outlined in section 4 (Types of placements).

Types of Placements Required: -

4. Types of Placements:

The Purchaser may also seek to purchase specific types of placements under the Standard, Complex and Specialist placement category as outlined in section 3 of this specification.

The Purchaser requires all placements to be provided in accordance with the Core Cost Specification of this Contract. The Purchaser recognises there may be additional charges for certain children who require additional support. Any additional charges are to be agreed as part of the Individual Placement Agreement and Care Plan and the charges will be in accordance with prices stated in the Pricing Schedule of this Contract.

Depending on the location, skills, availability, working relationship of staff, costs and needs of children this specification is not prescriptive, but allows for some reasonable flexibility to negotiate the provision of services to be delivered. The level of additional support and costs associated will be monitored and negotiated through placement reviews and it is anticipated that the level of additional support will decrease over time.

4.1 Rehabilitation Placements

Foster Carers are required, who are able to work with the child and the birth family, as part of rehabilitation back to their family, in particular for young people 12+.

The placements of children and young people who have a care plan that supports the need to rehabilitate them back home may be time limited for up to 3 to 6 months. Foster Carers will be required to actively promote the good attributes of parents whilst supporting, hearing and valuing the child and work to rehabilitate a child back home effectively.

If the needs of the child or young person change, (for example, if the child requires a long term placement) the carers will be expected to facilitate the necessary move. If however, the Provider and carers wish to continue to provide the placement and this is agreed in the Care Plan, then the placement (and associated costs) will be re-assessed. In these exceptional circumstances, there will be the requirement to offer a long term placement discount.

4.2 Short Term and Bridging Placements

Research has shown that when children enter care before their fourth birthday and do not leave within a year, they are likely to remain in care until their teens. Hence every effort is made to secure the child's long term plans early. If that decision is for adoption, or permanent foster care, (i.e. rehabilitation home is ruled out, or unlikely) there are legal and corporate processes to go through, contact arrangements to carry out and direct work to be undertaken to help a child to understand and come to terms with their situation, to help them to make the choices that are available to them. Some such placements are required to parallel plan for young people working towards the probability of permanent foster care or adoption.

The requirement of bridging placements is to ensure that the permanence plan does not drift. These placements are intended to be time limited. If the needs of the child change, (for example, because of circumstances the child requires a long term placement) the carers will be expected to facilitate the necessary move. If however, the Provider and carers wish to continue to provide the placement and this is agreed in the care plan, then the placement will be re-assessed.

In exceptional circumstances, where this is in the best interest of the child in care and agreed through the child care planning process, the Provider may be requested to continue their care on a long term basis. In these exceptional circumstances, there will be the requirement to offer a long term placement discount.

4.3 Short Break Placements

Short Break Care for disabled young people will also be required. Short Break placements will be required over weekends and over the holiday period for a week or fortnight. Children in residential schools sometimes need care with a foster family at weekends and school holidays.

4.4 Retained Remand Foster Carer Placements

In addition to spot purchasing provision through the preferred Provider framework, the Purchasers are also seeking to set up a '*Retained Remand Foster Care pilot scheme*'.

The '*Retained Remand Foster Care pilot Scheme*' will fall within the specialist placement category, as it will be managed differently to the spot purchased arrangements and does not necessary mean only young people with specialist needs will be referred. Within this scheme there will be the need to have experienced Foster Carers able to support young people who may have standard and complex needs and requirements.

The Purchaser would welcome providers putting forward proposals to provide a '*Retained Remand Foster Care pilot scheme*'. The Purchaser seeks to commission remand fostering provision at the right time (often in emergency) through retained remand carers or alternative options that are put forward and deemed successful as part of this tender. Kent County Council would be interested in securing 1 Remand Carer in the Maidstone area and another in Canterbury. Medway Council would also be interested in securing 1 Remand Carer in Medway.

The Purchasers will also be interested in hearing proposals as to how retained foster carers may contribute to:

- (i) Bail Support activities when they do not have a young person in placement
- (ii) The provision of beds for the purpose of transfers of young people under the age of 17 years from Police custody (Police and Criminal Evidence Act 1984 S38 [6]) when Bail has been refused post charge. The placement will only be required until the young person appears at the next available Court although they may return as a result of a remand to local authority accommodation.

4.5 Parent and Child

Parent and Child placements are required. Foster carers must have experience and skills in undertaking Parenting Assessments and delivering direct support to young mothers or fathers, who may also be in care, to improve their parenting skills, enable them to live independently as well as observing and commenting on their skills and abilities in respect of this.

Parent and Child fostering placements should last no more than 6 to 12 weeks and observation records are to be maintained and discussed with the parent every day. Detailed assessment and observation reports are to be emailed to the social worker every two weeks.

The parent and child would need to be accommodated in the same bedroom if appropriate and with a cot for the baby. The carer would need to supplement any absent equipment with reasonable replacements such as mattress for the cot. The carer or Provider must facilitate contact with the absent parent and extended family either at the carer's home or at an alternative venue as agreed by the social worker.

Carers must have experience and skills in dealing with challenges of older adolescents and be committed to putting the needs and interests of the baby above the parent. At times the carer will be instrumental in supporting the transition of care of the baby to a dedicated foster carer if the baby is too be separated from their parent/s.

In the event that a Parent and Child placement breaks down and the baby remains with the foster carer, the placement fee that shall be chargeable will be for a standard baby placement.

4.6 Residential Migration Placements

The Purchaser is seeking to commission Residential Migration Placements that are designed to give children and young people who are currently living in residential care the chance to live as part of a family with the continued support of skilled childcare professionals. Carers and staff would be expected to support children and young people make a smooth transition to family care.

The Purchaser is seeking to spot purchase Residential Migration provision throughout the term of this Framework Contract from experienced providers. In addition to this, the Purchaser may undertake a mini competitive tender to commission Residential Migration provision on a more structured basis once a robust needs assessment has been undertaken.

The Purchaser would require foster carers with a high level of experience, extensive childcare knowledge and resilience in dealing with the challenging situations that may arise and who are trained to manage significant challenging and complex behaviours such as aggression, offending and absconding behaviours, risk taking and sexualised behaviour.

The Provider would be required to secure appropriate school and education support to enable the transition from Residential to a family placement and put in place 'A Team Around the Child' or wrap round support package which may include therapeutic support.

Establishing appropriate links with educational providers and having the most appropriate provision in close proximity to the Foster Carers home can be problematic, especially when considering the size of Kent. The Purchaser seeks to work with providers who can offer solutions to addressing these issues.

The Provider would need to carefully and effectively match foster carers to the child or young person. A number of children may struggle in a family environment, as a result of having had several fostering placement breakdowns and may have already adapted to living in a Residential unit which may allow for them more personal freedoms.

At part of the tender submission, the Purchaser is interested in hearing from experienced Providers as to how they would overcome some of the challenges outlined above, the methodology to delivering Residential Migration and their approach to settle a child in the new family home, stabilise the placement and provide ongoing 'maintenance' and how they would support the de-escalation of need and support required over a period of time.

5. Geographical Areas of Need:

The Purchaser requires foster carers in the following areas:

Specific areas where there is a noted shortage of Foster Carers able to meet specific needs:		
In East and West there is a shortage of Foster Carers for children with disabilities and children with sensory impairment. There is a shortage of Foster Carers who reside in close proximity Kent's Special Schools (e.g. Harbour Special School in Dover)	In Swale there is a shortage of UASC foster carers near mainstream schools.	
All types of placements will be required in the following areas:		
Tunbridge Wells	Shepway / Folkestone	Maidstone
Canterbury	Ashford	Tonbridge and Malling
Dover	Sevenoaks	Medway
Specific placement needs are required in the following areas:		
In South Kent, Canterbury, Swale and Thanet there is a priority need for:		
<ul style="list-style-type: none"> Experienced and skilled carers who can support young people with very challenging needs and to prevent them going into residential care. Permanent carers for younger children with attachment difficulties with the offer of flexible wrap around support. In Thanet, there is an immediate need for very skilled foster carers who are able support young women who will struggle initially to settle in a family environment having had several fostering care placement breakdowns. Some young women may be at high risk of sexual exploitation. Foster Carers are needed who can support young boys who are being discharged from hospital with a diagnosis of behavioural problems rather than mental health issues and those that need to be in a solo placement. 		

Kent County Council will not be looking to place 'non Thanet resident' children in Thanet as their support services e.g. police, CAMHS, schools are already struggling to cater for the significant number of Children in Care placed in Thanet.

Kent Council County urge providers, who are successful in the tender process and who are awarded Preferred Provider Status under this Contract, to target their recruitment and development of carers in the areas specified above and to avoid recruiting Foster Carers in Thanet other than what has been tabled above.

The Purchaser's Commissioning Teams intent to hold regular meetings with providers to share need, trend and projection analysis, so that gaps in provision can be better catered for.

Service Delivery

6. General Service Requirements:

The overall requirement of this contract is that children will be placed with families who have been assessed

and approved to provide a secure, warm, safe and supportive environment in which they can develop in all aspects of their lives.

The Provider will be a registered Independent Fostering Agency (IFA) and as such will be governed by the terms of the Fostering Services Regulations 2011 and all subsequent changes. Arrangements for the placement of children and the recruitment, approval, supervision and review of foster carers supplied by the Provider will conform to the Regulations and any other legislation that is applicable.

The Provider will act in accordance with the guidance contained in "Working Together to Safeguard Children" (HM Government 2010) and any further updated legislation and guidance and adhere to the child protection procedures of the Kent and Medway's Safeguarding Children Boards, including E.Safety guidance.

The Provider will comply with all legislation and all updated legislation that is relevant to the operation of its business as specified in the terms and conditions of this contract.

In operating its service the Provider will meet the National Minimum Standards for Foster Care. Where deficiencies are identified, either by the Provider themselves or following an inspection by Ofsted, the Provider will notify the Purchaser immediately and take measures to rectify these without delay.

In carrying out its functions the Provider will adhere to the principle contained in the Children Act 1989 & 2004 that the welfare of the child is paramount.

The Provider and the Purchaser will work together in order to achieve positive outcomes for the child placed in line with their assessed needs.

Both parties have a shared responsibility for ensuring that the young people are empowered and that their wishes and feelings are taken into account in reaching any decision about that child. At all times decision makers must first ask what is best for the child and take the child's views into account.

7. Staff and Foster Carers:

The Provider must ensure that its staff have the necessary professional qualifications, skill and experience to deliver the service and that regular supervision and appraisal takes place.

The Provider will recruit, prepare, assess, train, supervise and review foster carers in order to ensure they are capable of meeting the needs of children for whom the Purchaser has responsibility.

The Provider must ensure that its carers have the understanding, skill and resilience and experience required to meet the needs of children placed.

The Provider will take measures to recruit foster carers from diverse backgrounds in order to meet the needs of children requiring placements. Young people must be actively involved in the selection process of the foster carers.

The Provider must ensure that it has a fostering panel that is constituted in accordance with the Regulations and carries out all the functions required of it.

8. Training and Development of Staff and Foster Carers:

The Provider will ensure that there is an ongoing programme of training for foster carers that meets, as a minimum, the requirements of the Children's Workforce Development Council's Standards for Foster Carers, and monitors take up.

The Provider should ensure that Foster Carers receive training, support and procedures on effective behavioural management approaches.

The Provider will ensure that there is an ongoing programme of training for staff and that Foster Carers understand that there is an expectation on them to attend training.

The Provider will ensure that there is a programme of ongoing training for staff and foster carers to develop new skills and competencies, and participation is monitored through supervision and review.

The Provider will also consider the training and support needs of others living in the foster home, including the sons and daughters of foster carers.

Young people will be involved in the training of the foster carers where appropriate.

9. Matching and Arranging Placements:

The Provider will put in place arrangements for receiving referrals on children for whom the Purchaser requires placements and considering whether it has suitable carers to meet the assessed needs of those children.

The Purchaser will strive to make planned placements and in some cases this will require parallel planning e.g. the Purchaser will contact their in-house fostering services simultaneously to contacting Independent Fostering Agencies on the preferred provider framework.

The Purchaser will seek providers to respond to same day and emergency placements, advising whether or not they could potentially offer a placement at short notice.

The Purchaser will highlight via email if the referral is urgent and if a same day response is required.

The Purchaser will share available and accurate information about the child to facilitate suitable matching.

Where the Provider intends to place a child with a foster carer who already has a foster child placed with them, they will notify and seek agreement from the local authority for that child before making the placement of a further child.

In all cases, the decision about placing a child, and with whom the child is to be placed, remains the Purchasers. In arriving at such a decision, consideration may be given to the contents of a Form F assessment. This will also apply where there is a choice of placements.

The Purchaser and the Provider will work together to plan the admission to the foster home in compliance with the Placement of Children Regulations and the Purchaser's internal procedures.

The Purchaser will be required to complete the Individual Placement Agreement (IPA) (Schedule) and email to the Provider for signature. The Provider is to sign the IPA and return to the Purchaser in accordance with the terms and conditions of contract.

The nature and period of placement will be specified by the Purchaser and agreed with the Provider. The Individual Placement Agreement, the Care Plan or Pathway Plan and all appropriate CIC documentation shall be issued before or at the point of admission or in the case of emergency within 7 days in accordance with the terms and conditions of contract.

It is the responsibility of the Purchaser to convene and chair a planning meeting which should take place as soon as possible after the placement has been agreed and must take place no later than the time specified in the Placement of Children Regulations and Care Planning Regulations 2010. If the planning meeting has

not taken place within the specified time the Provider may convene the meeting and the Purchaser is required to ensure that an appropriate worker attends this meeting.

Children and young people should be placed wherever possible in their local areas (where appropriate to do so) near their place of school, education, family and social networks.

10. Care Planning and Review

The Purchaser and the Provider will work together to ensure delivery of agreed outcomes for the child, which will be specified in the Care Plan and/or Individual Placement Agreement and the quarterly outcomes monitoring template.

The Provider and the foster carer will participate in the child's statutory reviews and will supply written information about the child's progress in the placement prior to the review meeting. The Purchaser and the Provider will also agree the frequency of other meetings to review the placement as may be required and additional reports as required.

Where the Care Plan is for the child to return to their family or move on to a permanent placement, the Purchaser and Provider will work together in order to achieve this plan.

11. Information

The Purchaser will supply the Provider with the information relating to the placement as contained in the Individual Placement Agreement.

The Purchaser will keep the Provider and its foster carers informed of developments in the management of the case, particularly changes in family circumstances and the progress of any legal proceedings.

The Purchaser will not make or alter plans for the child without consulting the Provider.

The Provider will keep the Purchaser informed of the child's progress in the placement and will notify the Purchaser immediately of any significant or notifiable events as outlined in Schedule 8, Regulation 43(1) of the Fostering Services Regulations.

The Provider will notify the Purchaser of any significant changes in the foster carer's circumstances and of any recommendations or requirements arising from the foster carers' annual review.

The Provider will ensure that the foster carer maintains a record of the child's progress in the placement and any significant events. This information will be made available to the Purchaser's social worker and to the statutory child care review.

The Provider will supply information about the performance of the service it provides as outlined in section 19 of this document and the terms and conditions of contract.

The Provider will make available other information about its service which the Purchaser may from time to time require, provided that the information requested is relevant to the operation of the contract and not excessive.

Information containing a pen picture of the carers and the placement will be made available to be given to young people before placement.

12. Contact with Family, Friends and Other People Who are Significant to the Child

The Provider will ensure that all its foster carers understand the importance of contact for children, that they

participate in contact plans and support the child to achieve a positive outcome from contact.

The Foster Carers will be required to transport children to and from contact in accordance with the Core Cost Specification stated with the Pricing Schedule.

The Provider will promote the development of positive friendships for children placed while having regard to the safeguarding requirements of the regulations and any procedures or policies of the Purchaser.

13. Day to day living and the Achievement of Key Outcomes for the Child

The Provider will ensure that its foster carers treat any child placed fairly and consistently and afford them opportunities for personal growth that are appropriate for their age and level of development and understanding.

The Provider and carers may consider the use of Positive Behaviour Support Programmes when working with young people who have challenging and complex behaviours.

The Provider is responsible for ensuring that the child has access to health services including general practice, dental care and optical care; that they receive a balanced diet and take part in regular exercise; and that as they grow older they have access to health information that enables them to make informed lifestyle choices.

The Provider must ensure the child young person access any identified mental health services and appointments. The Provider must advise the Purchaser of any difficulty in accessing any health services on behalf of a child in placement without delay.

The Provider and the Purchaser must endeavour to ensure that the child is safe and free from all forms of abuse, bullying, harassment and discrimination.

The Purchaser and the Provider will identify risks associated with the placement and agree a risk management strategy to be followed by the foster carers.

The Provider will ensure that its foster carer supports the child's education, offering advice and encouragement and attend school activities when required. Absences are to be reported to the Purchaser.

Where particular issues arise which impede the child's progress at school, the Provider will take measures to resolve these. If they are unable to do so the Provider must advise the Purchaser of this without delay. In the event of a child being excluded from school the Provider must notify the Purchaser immediately in order to jointly consider what action is needed to maintain the child's access to education.

The Provider and its foster carer will take steps to help the child to develop their social and sporting skills and to enjoy cultural activities.

The Purchaser and the Provider must work together to ensure that the child is given opportunities appropriate to their age, understanding and stage of development to express their views and feelings and that these are taken into account when making any decision affecting the child.

The Provider is required to ensure that Foster Carers complete the "Goodman Strengths and Difficulties Questionnaire" (SDQ), so that a good indication of a young person's emotional health and wellbeing is captured. Although the SDQ is only a guide it can help in deciding whether or not the young person requires more specialist help. A link has been provided to the SDQ Framework and guidance. [http://www.sdqinfo.org/py/doc/b3.py?language=Englishqz\(UK\)](http://www.sdqinfo.org/py/doc/b3.py?language=Englishqz(UK)). Foster Carers will be expected, as a means of good practice, to involve the young person in its completion where possible.

As children grow older the Provider must ensure that they receive support and advice that helps them to

prepare for adult life. This will include ensuring that they have access to advice on further education, employment and independent living options; and that they have been helped to develop independent living skills.

14. Transport

The Provider will ensure that all children placed are transported to school and all activities in accordance with what is stated in the Individual Placement Agreement and Core Cost Specification.

Where children require transport that is over and above the requirements of the Core Cost Specification and in areas designated outside the agreed remit, these journeys will be identified as part of the planning and review process so that the parties can agree arrangements.

The Provider must ensure that anyone working on their behalf holds a full driving licence and that all vehicles used to transport children are appropriately insured, roadworthy and within current legislation, as outlined in section 12 of the Terms and Conditions of this contract.

The Provider must carry out a full risk assessment on any staff member or foster carer who receives penalty points for a motoring offence or is involved in an accident.

Where appropriate and safe to do so, young people should be taught how to access and use public transport.

15. Equality, Diversity, Racism and Religion

The Provider will demonstrate equality in all aspects of its practice and have clear procedures in place.

The Provider will ensure that its staff and foster carers positively embrace the concept of diversity in society and encourage all children placed with them to understand and respect different cultures and lifestyles.

The Provider will ensure that its staff and foster carers understand and accept the damaging effects of racism in society and have the knowledge, skill and will to challenge the perpetrators of racism and to support children who may be subjected to racist abuse or attacks.

The Provider will ensure that the foster carer has the capacity and resources to help the child to develop a positive sense of their identity. Where black and ethnic minority children are being placed, the Provider will ensure that staff and the foster carer have the capacity and resources to help the child to be able to deal with the effects of racism in society.

The Provider will ensure that the child's religion is acknowledged and respected in the foster placement and that they are supported to follow their faith.

16. Disabled children

When considering a placement for a child with disabilities, the Provider and the Purchaser will jointly assess whether there is a need for specific support, equipment or adaptations and will agree arrangements for the provision and ongoing maintenance of those items.

Where a child is in receipt of state benefits as a result of their disability, the Provider and the Purchaser will actively monitor the use of this money so that it is used directly for the benefit of the child and does not replace the responsibility of either party to fund the care of the child.

Where children have complex needs arising from their disability, the Provider will work with the Purchaser and other key professionals, including adult services in order to ensure that the child's needs are being met

as effectively as possible, both as a child and as they approach adulthood.

17. Placement Stability and Placement Endings

The Provider and the Purchaser will work together to ensure that children are able to remain in their placement until they return to their families, move to a permanent placement or leave care.

The Provider shall not seek to discharge a child from a placement without sufficient notice to plan alternative care and this must be by agreement with the Purchaser. In exceptional circumstances, when both parties agree that the current placement is no longer in the best interests of the child, the Purchaser will require sufficient time to find a suitable placement, however will respond quickly taking into account the risks associated with the current situation.

The Provider may not move a child to another foster carer within its own group of carers without the agreement of the Purchaser, and the drawing up of a new IPA.

The child's placement with the Provider should be seen in context to the child's overall care plan, and all parties should work together to enable the child to move on to the next element of the care plan in a planned way.

Where young people remain in the foster home beyond the age of 16, the Provider will work with the Purchaser to ensure that they are prepared and supported to move on from the foster placement at an appropriate time as agreed by the Purchaser and that they have developed skills which will enable them to move to a reduced supportive environment.

Where placements end as a result of the Provider giving notice, the Purchaser may require the Provider and its foster carer to attend a meeting to review the case and look at the reasons for and implications of the placement disruption.

Termination of the placement shall be in accordance with the terms and condition of contract.

Unless the parties agree in writing to a shorter time frame, the notice period for either party to end a placement will be at least 28 days for placements of over 12 weeks duration, at least 7 days for placements of between 7 days and 12 weeks duration and 1 day for placements of less than 7 days duration.

The only exception to this ruling is if the expiry date of placement is known and agreed by all parties, the Purchaser will not be required to give notice of termination if there is no change to the expiry date originally agreed. However in the event that the Purchaser or the Provider do wish to terminate the placement before the agreed expiry date, seven days notice is to be given.

18. Permanency

The Provider shall play a full role in preparing a child or young person in care for permanence in accordance with the Individual Care Plan or Pathway Plan, whether through reunification, a move to another care setting such as a permanent fostering arrangement or adoption, or a move to independence.

If the Permanency Plan is likely to be that the child or young person in care will remain with the current Provider, this should be discussed between the Provider and the Purchaser at the earliest opportunity in accordance with Purchaser's policies and procedures for permanency. A copy of the IFA Permanency policy will be provided by the Purchasers.

Foster carers are expected to facilitate introductions between the child or young person in care and

prospective carers when moving on to permanent foster care or adoption, or to support reunification to the looked after child or young person's birth family where this is the permanency plan.

Similarly, foster carers are expected to facilitate transitions to supported accommodation or semi-independent living, in the case of young people leaving care, in liaison with the Purchasers Leaving and After Care Service.

Where the current foster carer wishes to apply to become the child's Special Guardian, under the Children Act 1989 as amended by the Adoption and Children Act 2002, this should be discussed with the child or young person's allocated social worker at the earliest opportunity and the provider so that appropriate support to the foster carer can be given in planning for the child or young person's long term future.

Decisions as to the level of allowance payable to carers, as well as the provision of Special Guardianship Support Services, should be taken prior to any application being made to the Court, in accordance with the Purchaser's policy in relation to Special Guardianship. The same should apply in cases where the current foster carer wishes to apply for a Residence Order or Adoption Order in respect of a Child In Care or young person placed with them.

Service performance and outcomes monitoring

19. Outcomes and Performance Management Framework

The outcomes and performance management framework will consist of the following: -

- 1.) Documentary Information to be received annually by 01st April (as from 2014 onwards) and annual contract monitoring visit (where possible)
 - Documentary Information will encompass updated Ofsted Inspection reports (if assessed within the year),
 - Service Delivery Information:–
Ability to achieve Key Performance Indicators, as outlined in Schedule 3.
Aggregated outcomes reporting for service users as detailed in Outcomes Tracker reporting template (Schedule 3).
Feedback from the Purchasers operational managers, IRO's, Foster Carers and Children and Young People who have been placed with the Provider.
Number of complaints and action taken.
Safeguarding and Health and Safety Records.
Staffing and carer profiling and supervision, review, training and qualifications checks as well as reviews of placement stability.
Completion of SDQ
Any other matter or issue that arises during the course of the contractual term.
- 2.) Quarterly Individual Outcomes Tracker templates (Schedule 3) to be updated and completed at Placement Review Meetings. Completed templates to be emailed to the named authorised officer.

The Provider shall provide evidence to the Purchaser's authorised officer, to demonstrate they have appropriate quality assurance procedures in place to enable them to provide evidence of compliance with the outcomes and indicators detailed in this Contract.

The Provider will co-operate with the quarterly and annual outcomes and performance framework, which may include a visit and an opportunity for the Purchaser's representatives to seek and inspect evidence of procedures and records that meet the Provider's obligations in relation to this Agreement.

Failure to comply with the quality standards and outcomes required, within reason, will result in service improvement plan being developed in consultation with the Purchasers nominated Authorised officer.

Failure to comply with the improvement plan will result in the Provider being removed from the Preferred

