**North West Inter-Authority Fostering Placement Protocol**

**Introduction**

1. This protocol is intended to set out arrangements for the provision of foster placements on an inter-local authority basis within the North West. Any such arrangements will be subject of individual agreements between commissioning (home) and providing (host) local authorities, but should be made with reference to this protocol.

**Identifying potential for offering inter-authority placements**

1. Fostering services are understandably cautious about releasing capacity for inter-authority placements, particularly as an average of 28% of placements in 2015 were declared as unavailable due to the needs of children already in placement or circumstances of foster carers. It remained the case that 14% - equivalent to in excess of 1,200 placements regionally – were vacant. It is proposed that placements that are able to be defined as ‘surplus to immediate requirements’ are those most appropriately identified as potentially suitable for inter-authority placements. Common features may include:
* Carers who have current or regular periods with vacant placement(s)
* Carers whose approval status or preference is limited to younger children
* Carers with specific cultural backgrounds/language skills
* Carers whose geographic location (proximity to neighbouring LAs, transport links, ‘travel to learn’ areas) is appropriate
* Carers able to offer placements to those children whose needs require placement out of home LA area (e.g proximity to specialist day education, to promote contact, for safeguarding reasons)

**Considerations for supporting foster carers to provide placements for children of other local authorities**

1. Primarily, foster carers providing placements for children of other North West local authorities should be identified by their willingness and ability to meet the necessary care and support arrangements on this basis. Fostering services should treat these considerations as paramount in offering and supporting such inter-authority placements. Core considerations by local authorities should include:
* Requirements for foster carers to support delivery of relevant aspects of a care plan and any additional support, including financial, that this may require. This will include, but not be limited to, maintaining engagement with current education provision and promoting and facilitating contact with birth families.
* Supervision should continue to be offered by the ‘host’ local authority as part of the provision of an inter-authority placement. Consideration should be given to joint supervision arrangements where this would provide proportionate and effective support to individual foster carers. The commissioning (home) local authority should ensure timely and appropriate contribution to annual foster carer review processes.
* Foster carers attendance at relevant meetings and other engagement with the children’s Social Worker and other professionals should be agreed, including aspects of financial support.
* Access to routine training and development opportunities should continue throughout the period of any inter-authority placement.
* Normal access to formal and informal support networks, often cited by foster carers as a significant factor in their decision to foster for a specific local authority, should be maintained throughout the placement.
* Clear support out-of-hours and in emergencies, including access to Emergency Duty Teams; arrangements for children and young missing from education and/or care; or services for children and young people at risk of sexual exploitation.
* Clear arrangements for delegated authority to foster carers should be in place at the point of placement. Particular regard should be given to this aspect, given the scope for differentiated approaches across local authorities.

**Financial arrangements**

1. The use of inter-authority placements should, by its nature, provide whole system efficiencies by reducing vacancy rates and additional costs associated with placements with Independent Fostering Agencies. As such, financial arrangements should not be unduly complex and act as a barrier to inter-authority placement. It is acknowledged that fees and allowances, as well as discretionary and additional payments vary significantly across, in order to manage this variation the following basic principles should apply in all inter-agency placements:
* Foster carers should receive all payments in line with the supervising (host) Local Authorities fees, allowances and other payments. Examples (not exhaustive) of other payments include holiday, festival, birthday, mileage payments where these are separate from core fees and allowances.
* Costs should, so far as is practicable, be outlined in the Individual Placement Agreement along with details for invoicing arrangements.
* A standard management fee of £185 per week will be levied on a cost recovery basis to meet the costs incurred by the host Local Authority for management, including supervision, training and other support.
* Any additional management costs should be outlined and agreed in the Individual Placement Agreement.

**Referral, notification and information sharing**

1. Information sharing including for the purposes of placement finding, matching and to support routine engagement should be based on the principles of the Data Protection Act and be by reference to local Information Governance procedures. This will include secure transfer and storage of Sensitive Personal Data in the following aspects
* Referrals to other local authorities should be completed in line with local placement finding procedures, including through engagement of placement finding and commissioning functions to ensure consistent approach to Information Governance.
* The use of secure e-mail (gcsx, Egress Switch, etc) should be the primary means of communication between local authorities. A list of regional contacts should be maintained to facilitate this. (See Appendix A)
* Proactive notification to other local authorities of the availability of vacancies may be considered where this is appropriate and agreed with individual foster carers.

**Action to be taken where issues arise**

1. It is acknowledged that whilst local authorities are experienced in resolving issues and conflicts both within internal services and with commissioned providers, the provision of inter-authority foster placements may bring novel challenges. The following principles should apply:
* Clear lines of communication between children’s Social Worker(s) and the Supervising Social Worker should be maintained proactively, in particular in relation to allegation management, children and young people missing from care and unplanned endings of placements.
* The Individual Placement Agreement should clarify contact arrangements for notifiable events.
* Disputes regarding the placement arising through the Looked After Children Review process should be resolved via local Dispute Resolution Procedure by the Independent Reviewing Officer in line with normal procedures.
* Any issues not able to be resolved between the foster carer/Supervising Social Worker and children’s Social Worker should be initially escalated to relevant Family Placement/Fostering Team Manager in both local authorities.
* In the event of unresolved/unresolvable issues including placement breakdown, the commissioning (home) Local Authority should follow local processes, but ensure a shared approach, including relevant information sharing, enables learning to be shared across both local authorities.
* In the rare event that any issues or disputes are unable to be resolved through normal channels, or where serious concerns about practice persist, either Local Authority should escalate concerns to the relevant Head of Service or Assistant Director who will liaise with their counterpart.

**Review**

1. This protocol will be reviewed not later than **31 March 2017**

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**APPENDIX B**

**National, North West Framework Contracts for Residential, Fostering and Leaving Care placements**

### Schedule 4 to the Framework Contracts

**INDIVIDUAL PLACEMENT AGREEMENT (IPA)**

FOR THE PROVISION OF ACCOMMODATION, CARE AND WHERE PROVIDED EDUCATION

FOR CHILDREN AND YOUNG PEOPLE

The IPA is the Individual Placement Agreement, for each Child placed with the Provider and which forms part of the Framework Contract.

This Agreement is between the Provider (the Residential/Fostering or Leaving Care) and the Purchaser (the Placing Authority) for the below named child.

The Terms and Conditions of the Framework Contracts are incorporated into the IPA, as far as applicable and subject to variation under the specific terms of this IPA.

Where young people have been placed out of area this document can be used by the placing LA to share the ADCS recommend information items with the receiving LA when notifying of new, changed or ceased LAC placement. Such notifications must complete Appendix A.

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| Child/Young Persons Name:  |
| Unique reference number:  |
| IPA to act as notification of out of area placement: yes / no |

The IPA is between:

1. Purchaser:

Name:

1. Providers

Name:

Date:

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| **Schedule 1: - INDIVIDUAL PLACEMENT AGREEMENT (IPA) FOR THE PROVISION OF FOSTERING FOR CHILDREN / YOUNG PEOPLE** |
| **1. THE CHILD/YOUNG PERSON: -**  |
| **Family Name:**  |  |
| **First Name:**  |  |
| **Known as (If applicable):** |  |
| **Child / Young Person Identity Number:**  |  |
| **Date of Birth:**  |  | **Gender:**  | **Female / Male**  |
| **Legal Status whilst in Care:** |  |
| **Other Legal Status / Action:**  |  |
| **2. PARTIES TO THE IPA**  |
|  |
| **2.1 THE PURCHASER (the Placing Authority) :-**  |
| **Name of Organisation:** |  |
| **Address and Email:** |  |
| **Post code:** |  |
| **Telephone:**  |  | **Fax:**  |  |
|  |
|  **2.2** **THE PROVIDER :** |  **Fostering**  |
| **Name Of Organisation:** |  |
| **Address and Email:** |  |
| **Post code:**  |  |
| **Telephone:**  |  | **Fax:**  |  |
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| **NB: This agreement will supersede all other agreements signed in respect of the placement of the child/young person**.  |

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| **3. THE PLACEMENT DETAILS: -**  |
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| **3.1 ADMISSION DATE: (DD/MM/YYYY)**  |  |
| **3.2 The Child / Young Person will be placed with the Provider at the following address:** |
| **Name & Address:**  |  |
| **Post Code:** |  | **Email Address:** |  |
| **Telephone:** |  | **Fax:** |  |
| **Name of Foster Carer:**  |  |
| **Post Code:**  |  | **Email Address:**  |  |
| **Telephone:**  |  | **Fax:**  |  |
| The named Child / Young person may not be moved to another placement by the Provider without the prior approval of the Purchaser. |
| **Staying Put for Fostering Placements:** *“Where it is agreed by relevant parties that a Staying Put arrangement is appropriate, it is expected by North West authorities that, unless specified otherwise through the IPA, the support to the former foster carer will be provided by local authority staff.* *The financial package available to former foster carers and the contributions from the young person to the package will vary depending on their home authority and individual circumstance. As support will not be delivered by the IFA, a management fee to the agency will not be paid unless expressly agreed otherwise at the point of initial placement.”* |
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| **4. KEY CONTACTS FOR THE CHILD / YOUNG PERSON**  |
| **4.1 For the purpose of the IPA, the named Officers are as follows:**  |
| **ALLOCATED SOCIAL WORKER OR SUPPORT WORKER**  |
| **Name:**  |  |
| **Team Name:** |  |
| **Based at:**  |  |
| **Telephone:**  |  | **Mobile:**  |  |
| **Fax:** |  | **Email:** |  |
| **CONTRACTS OR PLACEMENT OFFICER**  |
| **Name:**  |  |
| **Team Name:**  |  |
| **Based at:**  |  |
| **Telephone:**  |  | **Mobile:** |  |
| **Fax:** |  | **Email:** |  |

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| **CONTACT FOR REPORTING NOTIFIABLE EVENTS**  |
| **Name:**  |  |
| **Organisation:** |  | **Position:** |  |
| **Based at:** |  |
| **Telephone:** |  | **Mobile:** |  |
| **Fax:** |  | **Email:** |  |
| **EMERGENCY CONTACT DETAILS FOR HOME AUTHORITY** |
| **Name / Service:** |  | **Number** |  |
| **PROVIDER’S FINANCE OFFICER**  |
| **Name:** |  |
| **Based at:** |  |
| **Telephone:** |  | **Mobile:** |  |
| **Fax:** |  | **Email:**  |  |
| **INDPENDENT REVIEWING OFFICER** |
| **Name:** |  | **Phone:** |  |
| **Email:** |  |  |  |
|  |
| **5. THE EXPECTED DURATION OF THIS PLACEMENT:** |
| **Date the placement commences:**  |  |
| **Expected duration and intent:**  |  |
| **Duration of placement:**  | **Short term**  | **Long term**  | **Other (if so, please specify below)** |
| **Emergency placement :**  | **Yes**  | **No**  |  |
| **Placement/ IPA review date:**  |  |
| **Contract review date:**  |  |
| **6. THE PRICE**  |
| **In accordance with the North West Inter-Authority Placement Procedure the Purchaser shall pay the Provider as per existing fees and allowances scheme for the Provider Local Authority in addition to standard weekly management fee** |
| **£** | Per week  | **The Standard Weekly Price**  |

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| **7. ADDITIONAL SERVICES TO BE PROVIDED AND ADDITIONAL FEES** |
| Please detail any additional services that are to be provided and specify the additional fee. Please detail when the additional services shall start to be delivered and the review date.

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| **Additional Services to be provided** | **Start date:** | **Review date** |
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| **Cost of Additional** **Service: £** |
|  |  |  |
| **Cost of Additional** **Service: £** |
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| **Cost of Additional** **Service: £** |
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| **Cost of Additional** **Service: £** |

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| **8. OUTCOMES TO BE ACHIEVED FOR CHILD/YOUNG PERSON****Please detail any specific outcomes which are to be prioritised for this Child/Young person, which will be recorded in Schedule 3 of the Framework Contract - Individual Tracker** |
| **Outcome heading** | **Additional Outcomes to be prioritised for this Child/Young Person** |
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| **9. INVOICES – DETAIL WHERE THE PROVIDER SHALL SEND INVOICES FOR PLACEMENT** |
| **Name and address:**  |  |
| **Post code:** |  |
| **Email Address:** |  |
| **Telephone:**  |  | **Fax:** |  |

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| **10. DOCUMENTATION**  |
| 10.1 Lists the following documents to be provided to the Provider, by the Purchasers, as part of the pre-admission placement planning process. (This documentation must be provided at placement start date or within 7 days if an emergency placement.) |
| **Documentation**  | **Sent Yes/ No /NA** | **Date documentation is to be provided:**  |
| CYPS Placement Request Forms | Yes / No  |  |
| LAC Documentation (inc Care Plan) | Yes / No |  |
| Continuous Assessment  | Yes / No  |  |
| Individual Behaviour Plan  | Yes / No  |  |
| Individual Health Plan  | Yes / No  |  |
| Individual Education Plan  | Yes / No  |  |
| Personal Education Plan  | Yes / No  |  |
| List of Personal Belongings (including clothing) | Yes / No  |  |
| Chronology  | Yes / No  |  |
| Placement Plan 1 & 2  | Yes / No  |  |
| Essential Information 1 & 2  | Yes / No  |  |
| Medical Consent Card  | Yes / No  |  |
| Education, Health and Care Plan | Yes / No  |  |
| Pathway Plan  | Yes / No  |  |
| Other please specify e.g. YOT documentation, CAMHS assessments, risk assessments (including Behaviour risk assessment etc.  |

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| **11. SIGNATORIES TO AGREEMENT/ APPROVAL FOR FUNDING:**  |
| The Provider and the Purchaser agree to the placement s for the named Child / Young Person in accordance with the details set out above. For the purposes of this Individual Placement Agreement, the date the placement commences may not be affected or altered in any way by the date of signature of this Agreement.  |
| **PURCHASER: CHILDREN’S SERVICES DIRECTORATE:**  |
| **NAME:** |  |
| **POSITION:** |  |
| **SIGNATURE:** |  |
| **DATE:** |  |
| **FOSTERING SERVICE PROVIDER:** |
| **NAME:** |  |
| **POSITION:** |  |
| **SIGNATURE:** |  |
| **DATE:** |  |
| **12. AMENDMENTS AND VARIATIONS TO THIS INDIVIDUAL PLACEMENT AGREEMENT** |
| Amendments and Variations to the IPA must be made in writing by the requesting party and agreed by the Purchaser and the Provider in advance to the variation to the IPA taking effect. Any variations to the services and costs must be detailed in an abridged version of the IPA, completing only the necessary sections that the amendment/variation will affect. The amended IPA will form part of the original IPA Agreement. The amended IPA must be signed by both parties (as per section 11 of the IPA) prior to any change in service and costs become payable under this agreement.  |
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| **APPENDIX A: NOTIFIATION OF A PLACEMENT UNDER THE ADCS Out of Area Placements of Looked After Children GUIDANCE** |
| *This section should only be completed by those LAs wishing to use the IPA document to fulfill the data sharing requirements as defined by the ADCS: (*[*http://www.adcs.org.uk/resources/lacnotifications.html#items*](http://www.adcs.org.uk/resources/lacnotifications.html#items)*). Items below should be read in conjunction with the IPA document to provide the full data set identified in the ADCS good practice.*  |
|  |
| A1: Notification Status: | New placement / change of placement / end of placement |
| A2: What service carer has been contracted to provide, (if not covered in IPA) |  |
| A3: Particular needs or risks to the child such as SEN, disability, youth offending, mental health needs etc. – a copy of the care plan should be shared to highlight needs(if not covered in IPA) |  |
| A4: School name and address (old and planned new school if known) |  |
| A5: GP details (old and/or new if known) |  |