



Managing contract notice periods

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1. Introduction

Stability is critical to enable a child in care to feel safe and secure, to be able to attach to caregivers, to have a sense of belonging and to be able to engage and aspire. There will however, be times when a decision is made that a placement¹ is no longer in the best interests of the child and/or the foster carers and needs to come to an end. A decision to serve notice may be made by either the placing local authority or by the independent fostering agency (IFA).

Some placement endings are poorly managed by both local authorities and IFAs. There can be confusion as to who is doing what and when, and a lack of understanding and appreciation about the internal processes that either party may need to follow. In particular, there can be a lack of timely and accurate information that is shared with foster carers and with the child/ren living with them. All these factors can result in a chaotic notice period which may negatively impact on the child and negatively affect relationships between the adults responsible for them. The poor management of notice periods too often results in further disruption for children who are already losing their home. This can leave them with additional trauma and negative thoughts about themselves and others.

These experiences mean that some children are likely to find it more difficult to form trusting relationships in the future. The impact on foster carers should not be underestimated, too. Some foster carers have reported feeling despondent with the process when a child leaves them, sharing a view that there has been no “duty of care”. This dissatisfaction sometimes leads to foster carers leaving the fostering sector altogether.

This guidance is designed to support local authorities and IFAs to work together to ensure a notice period is managed effectively and efficiently. A particular aim of this guidance is to promote positive endings, clear planning for children and that foster carers feel engaged and supported.

¹ Note about terminology: ‘placement’ does not refer to a child living with a foster carer, but to the contractual arrangement between the local authority and the independent fostering agency

2. Remit

Local authorities and IFAs should always aim to work in partnership, adhering to best practice to minimise placement disruption and to avoid placement breakdown. It is good practice for individuals responsible for managing referrals in both local authorities and IFAs to be involved in placement disruption meetings, or at least be made aware of work being done to stabilise a fragile placement. This better equips them to liaise with colleagues in local authorities and IFAs to support a smooth transition in the event that notice is served. Policies for managing stability and preventing placement breakdown should reference the inclusion of these individuals.

This guidance sets out the principles and actions that come into play **after** a decision has been made to serve notice on a placement by either the local authority or IFA.

3. Principles

The following principles underpin the plan to manage a period of notice:

- Understanding trauma
- Communicating openly and honestly
- Planning is timely and effective

The primary consideration in managing notice periods must be that “the welfare of the child is paramount” as enshrined in the Children Act 1989.

The degree to which a child is involved in decisions will be dependent on their age, understanding and in some cases the specific circumstances under which their placement is ending. As far as possible, children should be aware of why they are unable to remain with their foster carers. They should also be involved in the process to identify a more appropriate, and well matched care giver. If they are moving to live with new foster carers, they should have access to information about their new foster carers and opportunity to meet them before moving. For many children, having to move on will be a traumatic experience in itself. Every effort should be made to ensure that a child whose placement is ending should always feel listened to and supported.

Foster carers undertake a unique role. Fostering has a significant impact on every part of a foster carer’s life and it impacts on the lives of their families and loved ones. People may decide to stop fostering for a number of different reasons, but feeling unsupported and unheard by fellow professionals, including those working in partner organisations, is one reason why some carers choose to end their fostering careers. No one makes the decision to end a fostering arrangement lightly. For foster carers, the ending of a placement can be a particularly difficult, emotional and stressful experience which can impact on their decision to continue fostering. When a placement comes to an end, it is important that foster carers feel heard and supported and, in particular, that they are adequately informed of developments during the notice period.

4. Managing risk

Ending a child's placement in an unplanned way, particularly with short notice, will be a last resort for both providers and local authorities. There will be a shared commitment to working in partnership to prevent placement breakdown and the IFA will record the efforts made to maintain the placement. They will provide a copy of this to the local authority and/or inspectorate upon request.

Every reasonable effort will be made, by all parties, to avoid the need for unplanned or short notice to be served, particularly in an emergency. However, at times, to ensure the safety of a child, foster carers or others living in a foster home, there may be a need for a child to move from their current placement at short notice. IFAs and local authorities will work collaboratively to assess and share the risk. Both will take reasonable steps to maintain the placement long enough to enable the local authority to find a suitable, alternative placement. Both parties will work together to determine how best to support the child during the notice period. It is also acknowledged that providers have a duty of care towards their foster carers (and where relevant, other children and family members) and they need to ensure that their carers feel supported and listened to when the difficult decision is made to end a placement. Conditions of notice should not be ambiguous as this increases risk for both children and carers, and can impact on the quality of relationship between the local authority and the provider now and in the future. If the risks are unmanageable in placement, and

the contractual notice period has been fulfilled, or is not able to be fulfilled due to the level of risk, the provider will confirm the final date by which the placement will end. The individual placement agreement (IPA) that is in place will cease on this date and the local authority will have put alternative arrangements in place for the child.

5. Serving notice on a placement

Notice may be served by either a local authority or by an IFA. IFAs and local authorities will ensure that their foster carers and social workers are fully aware of who has the responsibility in the organisation for serving and receiving notice on a placement. It can be helpful if IPAs make it clear as to who (in both the commissioning and providing organisation) is responsible for serving and receiving notice. If it is not clear in this document, then the overarching contract terms and conditions should set out who is able to serve and receive notice. The notice period will usually be dependent on the terms of the overarching contract between the provider and local authority, but it may be a negotiated timeframe or dependent on the level of risk.

6. Information to be collated when notice is served

The party serving notice should provide sufficient, up to date information which can then be used to develop an effective placement finding and transition plan. When an IFA serves notice, they should also provide the following information at the same time:

- a. Name of child
- b. Name of current foster carers
- c. Name of child's social worker
- d. Name of supervising social worker
- e. Name of person responsible for serving notice
- f. Name of person responsible for receiving notice
- g. Date current placement started
- h. Date notice served
- i. Reasons for notice being served (include any reference to any previous work undertaken to prevent placement disruption)
- j. Required notice on the contract
- k. Contractual terms are likely to indicate that a notice period is of a fixed length. However, it is often in the interests of all parties for some flexibility to apply. On condition that both parties are in agreement, the length of a notice period can be flexible. The party serving notice needs to either (a) provide a final and non-flexible date by when the placement must end or (b) provide the required notice period with some indication of how flexible this date

is.

- l. Potential and likely risks to child, carers and others if the child were to remain in placement after the end of the notice period
- m. On condition that the foster carer and IFA are in agreement, details of any additional support that would be needed to keep the child safe in placement after the expired notice period
- n. Information on the child's knowledge and understanding of notice being served. If the child has no knowledge, then views about when and how they should be informed and by whom.

7. Arranging a meeting to devise the plan for the notice period

Unless immediate notice has been served, the responsible person in the local authority should convene a meeting with the IFA to discuss the plan for the notice period. This role will differ within local authorities and each local authority should make it clear as to who is responsible for convening and chairing this meeting. The meeting should take place as soon as possible and no later than three working days after notice has been served. Attendance will vary depending on circumstances and availability, however, at least one provider representative and one local authority representative will be present. It is also helpful if a member of the local authority placement/brokerage team attends or chairs this meeting. The purpose of this meeting is to ensure that there is a shared understanding between the local authority and IFA of the steps that will be taken, by when and by whom, to keep everyone informed of progress, to ensure the child is kept as safe and stable as possible, to identify a new placement and to facilitate a planned and child centred move.

8. Devising the plan for the notice period

During the meeting, a co-produced plan should be devised setting out who will be responsible for each action during the notice period. This plan should include:

- a. Arrangements for co-producing an up to date referral for the child, ideally with the child's social worker, the supervising social worker, the current foster carers (along with any other relevant parties who know the child well). There should be a commitment to seeking the views of the child in developing this document.

All parties acknowledge that without an accurate and up to date referral form, there will be an increased risk that a suitable match will not be identified or that the child's next placement will be more likely to break down. Parties will commit to completing this co-produced referral within 72 hours (or earlier if 7 days notice has been served).

- b. An agreement on what will be communicated to the child and by whom. In general, it is the responsibility of the child's social worker to inform the child of changes to their Care Plan. Parties will consider the strength and nature of the relationships the child has with the adults supporting them and agree who is best placed to have this discussion with the child, the timescales for this and any other important factors to take into account.
- c. An outline of the plan and timescale for sending the referral to alternative providers and the anticipated timescales by which the local authority will receive responses to the referral.
- d. Arrangements for any information sharing sessions. For example, reserving a date in

calendars for a virtual information sharing session to allow the child's social worker, supervising social worker and / or carer to answer any questions that potential new providers may have. This date to be sent out to prospective providers with the referral form.

- e. Agreement on how the child will be involved in looking at any options and how any introductions to new carers may need to be facilitated.
- f. The anticipated date when a decision will be made following the placement search and what the contingency arrangements will be if a new placement for the child is not identified by this date.
- g. Details on how and when the local authority and IFA will communicate during the placement search. The provider will need to be regularly updated on how the search is progressing so that foster carer(s) and child/ren are kept appropriately informed. Similarly, the IFA will need to keep the local authority well informed of any developments in the placement which may affect the placement search and plan.

All parties acknowledge that regular updates between a local authority and provider can help keep an existing placement stable during a search for a new one. When a foster carer is kept informed of what is happening, they are in a better position to inform and support a child, thus reducing the risk of the placement breaking down suddenly before the end of the notice period. Similarly, providing the local authority with regular updates means that the placement search can take account of any changes in the fostering household which may impact on timescales or the type of placement being sought.

See Appendix A - Good Practice Example - 28 day notice period sets out an example of a plan for a notice period. It is intended that this is a helpful example to aid partners to devise bespoke plans in accordance with specific circumstances and the individual needs of children.

9. Retainer payments for foster carers

There should never be a delay in sending referrals out to alternative providers due to a concern that a retainer may be requested. The priority must be to ensure referrals are sent out early enough for a match to be considered in a timely way. There will be times when a retainer is warranted and appropriate, and requests for these should be considered in accordance with any overarching contract terms or on an individual basis where appropriate. There may be occasions when a child can move to alternative carers earlier than anticipated. This may negate the need for a retainer and there may be an opportunity to reduce the notice period so that funding ends earlier than anticipated. It is not possible to prescribe how any overlaps between contracts should be managed and so parties should work together to find solutions that work depending on the circumstances they are in.

10. Payment of notice

All parties should be aware of, and adhere to, the terms and conditions of notice outlined in the relevant contract. However, if both parties are in agreement, then payment of the notice period can be negotiated as follows:

- If a local authority serves notice and the child moves from the placement before the end of the notice period, the provider will be entitled to receive the full payment up to the end of the notice period
- If a provider serves notice and the child moves from the placement before the end of the notice period, payment will cease on the day the child moves placement

11. Internal moves during a notice period

If a temporary move to a foster carer within the same IFA is agreed as part of the existing notice period, this should not be viewed as an opportunity to cease family finding for the child. It also needs to be made explicit if this is a new placement or an extension/variation to the existing individual placement contract in place; for instances where it is unsafe for the existing carer to see out the notice period. A risk assessment and carers safer caring policy should be reviewed and agreed by all parties.

12. Arrangements for escalating concerns

Both parties acknowledge that delays in progressing with an action on the agreed plan may increase risk to the child, foster carer, others in a fostering household, a provider or the local authority. Where there are concerns about any delays, use of the escalation process (as set out in the relevant contract) should be promoted in order to get the plan moving in the best interests of the child. It is acknowledged that, in exceptional circumstances, and in order to safeguard children, it may be necessary to inform the relevant inspectorate of any concerns regarding how a placement move is being managed by a partner. Both local authorities and providers commit to being transparent regarding any notifications made to the regulator.

13. Maintaining relationships

Moving to live with new carers and/or in a different setting will be a difficult and potentially traumatic time for a child, but those around the child can have a positive impact. Some children will benefit from having some form of ongoing contact with their foster carers after they leave them. This can be particularly important in enabling a child to settle and feel safe in their new home. The transition process should keep this in mind and consider what can be done to support these relationships. Regardless of whether or not future contact between the child and previous carers is planned, a letter should be written to the child providing some details about their placement and why it came to an end. This could be given to them at the time of the move if felt appropriate, but a copy should also be kept on file for the child to access at a later date.

Further reading

[Children's Commissioner for England - Stability index 2020](#)

[Become - Placement Stability](#)

[SCIE - Fostering, placement stability \(2004\)](#)

Appendix A Good Practice Example - 28 day notice period

Day	Actions	Local Authority	IFA	Carer	Child
1	Notice is served and received Planning meeting scheduled Sections 5, 6 and 7	Either: Serves notice and provides information specified in section 6 or receives and acknowledges notice Liaises with IFA to agree a day and time for a planning meeting (within 72 hrs) Section 7	Either: Serves notice and provides information detailed in section 6 or receives and acknowledges notice Liaises with LA to agree a time for a planning meeting Section 7	Informed notice has been served or received	Informed notice has been served or received (if appropriate)
2	Meeting held to devise a plan for the notice period Section 8	Chairs meeting and draws up plan for the notice period Section 8	Attends meeting and provides information to support the local authority to devise a plan for the notice period Section 8	Attends meeting if appropriate	Attends meeting if appropriate
4	Referral is co produced Section 8a	Social worker meets with provider representative and carer to produce and agree a referral Section 8a	Meets with child's social worker and carer to produce and agree a referral Section 8a	Meets with IFA and social worker to produce and agree a referral Section 8a	Child's views and wishes are captured on the referral as is appropriate to their understanding of the plan
5	Referral is sent to prospective providers	Placements officer sends out referrals	Provider is updated	Carer is updated	Child updated as appropriate
6					
7	Information session for prospective providers	Hosts virtual information sharing session	Attends to respond to queries	Attends to respond to queries (if appropriate and possible)	Attends if appropriate and possible
8					
9					
10	Local authority receives information about any potential matches	Receives information about any potential matches	Provider is kept updated	Carer is kept updated	Child is kept updated and engaged as appropriate
11		Updates provider as agreed	Provider updates local authority on any changes	Carer updates IFA on any changes	
12			Supports the local authority to consider any potential matches as/if appropriate.		
13					
14					
15	Potential matches considered	Liaises with prospective providers			
16					
17					
18					
19	Contract with new provider agreed	Finalises contract arrangements with new provider and updates current provider	Receives confirmation new placement will go ahead and updates and informs current carers	Carer is informed that new placement will go ahead and starts to plan a positive ending of current placement	Child is kept updated and engaged as appropriate
20					
21					
22					
23	Planning and preparation (i.e. visits take place, carers exchange information, new carers undertake any specific training, any environmental adaptations are completed; reports and information shared	Now a new placement has been identified, social worker leads on ensuring that the specific planning and preparation take place	Works with social worker to ensure that the carer is supported to exchange information and enable a positive transition	Works with social workers and new carers, with support from provider to enable a positive transition	Child is aware of their placement move and feels prepared. Experiences a positive ending of their current placement
24					
25					
26					
27					
28	Child moves to a new placement	Social worker supports the move to a new placement	Provider supports foster carers with placement ending	Foster carer supports child to move to new placement	Child experiences a positive move
29	Contract with new provider starts	Social worker and placement officer ensure all necessary paperwork is completed	Provider ensures that all necessary paperwork is completed		



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