

SWINDON BOROUGH COUNCIL

Staying Put Policy



'WHEN I'M READY'



Swindon Borough Council

Children's Social Care Staying Put Policy

Contents

	Page
1. Introduction.....	1
2. Scope.....	2
3. Definitions.....	2
4. Staying Put Professional Roles.....	3
5. Entitlement to Stay Put.....	4
6. Establishing an Arrangement.....	4
7. Independent Fostering Agency Placements.....	5
8. Paperwork.....	5
9. Financial Arrangements.....	5
10. Staying Put Retainer.....	7
11. Planning principles for Staying Put.....	7
12. Foster Carers.....	9
13. Staying Put Agreement.....	9
14. Approval of the Staying Put Arrangement.....	9
15. Young parents.....	9
16. Monitoring and Reviewing Arrangement.....	10
17. Ending the staying put arrangement.....	10

Appendices

	Page
1. Sample Letter to Foster Carer initiating Staying Put discussion.....	11
2. Licence Agreement.....	13
3. Staying Put Agreement.....	18
4. Staying Put Arrangement Flowchart.....	24

1. Introduction

1.1 The Children & Young Persons Act 2008 and Planning Transition to Adulthood for Care Leavers 2010 (Regulations and Guidance) require a Local Authority to have a Staying Put Policy that sets out arrangements which enable young people to remain in their foster care placements beyond their eighteenth birthday.

1.2 From the age of eighteen, young people are no longer legally 'in care' or 'looked after' and so fostering arrangements and legislation relating to those placed with foster carers no longer apply. Following the young person's eighteenth birthday, the legal basis on which they remain with their foster carer changes and they become part of a Staying Put Arrangement.

1.3 Swindon Borough Council's Staying Put Policy sets out to improve care leavers' transition to adulthood within a supported family environment. The intention is to ensure young people can remain with their former foster carers until they are prepared for adulthood. The young person can

experience a transition similar to their peers, avoid social exclusion and be more likely to manage a positive move to independence.

1.4 Swindon Borough Council is committed to achieving best outcomes for care leavers and this policy sets out how to extend a former foster care placement beyond a young person's eighteenth birthday.

1.5 The Staying Put Policy has been developed to address the requirements of the Fostering Service (England) Regulations 2011 and related Guidance and the National Minimum Standards (NMS) for Fostering Services (2011) Chapter 3, Para 3.125 of the Fostering Service (England) Regulations 2011 sets out a requirement that each local authority has a Staying Put Policy and Standard 12.4 of the National Minimum Standards sets out the service standard relating to the Local Authorities Staying Put Policy.

2. Scope

2.1 The procedures outlined in this document are applicable to all young people looked after by Swindon Borough Council on their eighteenth birthday, whether they are living with the council's approved foster carers, Supported Lodgings providers or Independent Fostering Agency (IFA) foster carers.

2.2 The Policy also applies to Unaccompanied Asylum Seeking Children (UASC) who reach the age of eighteen. However, in circumstances where the young person is awaiting a 'Removal Notice', which means they have no leave to remain in the UK, continued financial support must be reviewed on a case by case basis.

2.3 Young people who are in residential placements are not covered by the Staying Put Policy. However within the Care Leavers Strategy Keep on Caring July 2016 the Government have made a commitment to introduce **Staying Close** for young people leaving residential care. Staying Close is similar to the Staying Put arrangements which exist for children in foster care – will enable young people to live independently, in a location close to their children's home with ongoing support from that home

3. Definitions

3.1 The term 'Staying Put' is used in accordance with Department for Education definitions to describe the arrangements made where a young person who has been looked after immediately prior to their eighteenth birthday continues to live with their former foster carers without a break in those arrangements. Once a young person has reached the age of eighteen the legal basis on which they reside in their former foster home changes from foster child to adult member of the household. The change for the carer is from foster carer to landlord.

3.2 The change must be carefully planned in order to ensure that both the young person and the foster carer understand the nature of the new arrangement.

3.3 A Staying Put Arrangement may last until the young person reaches twenty one years of age. Most young people will be moving on in their twenty first year (following their twentieth birthday). In some circumstances, and by agreement with the Local Authority, these arrangements can be extended until the young person completes their agreed programme of education or training.

4. Staying Put Professional Roles

4.1 The primary aim of Staying Put is to promote a planned transition from care to independent living that recognises that many young people in care experience this as a challenging time, and that their eighteenth birthday may be an arbitrary and inappropriate point to leave foster care. Therefore, the policy is designed to ensure young people do not experience a sudden disruption to their living arrangements, that educational achievement and continuity is promoted and that young people can make a gradual and positive transition from care to independence.

4.2 Where a foster carer continues to offer foster placements alongside the Staying Put Arrangement, the foster carer will continue to be supervised and supported by their fostering Provider's supervising Social Worker. The young person will continue to be supported by their Personal Advisor. A foster carer review will be presented to the Fostering Providers' Foster Panel in order to change the carer's approval to reflect this arrangement.

4.3 Where a Staying Put carer does not continue to foster other children and young people, a review will be presented to Foster Panel in order to change the carer's approval to reflect the Staying Put Arrangement and to deregister the carer as a foster carer. Support will be provided to the Staying Put carer by a Social Care Worker based in the Fostering Team if they are an in-house carer.

4.4 If the carer is an IFA carer it is expected that early negotiations regarding Staying Put Arrangements should commence with the relevant agency as part of the pathway planning process so there is sufficient planning time to ensure that the agency foster carer(s) is/are in a position and willing to undertake this responsibility. Where agency foster carers are approved for more than one placement it is also crucial that the relevant agency has time to ensure that any other existing placements and additional placements made are a safe match.

4.5 When making decisions to provide bespoke arrangements for post 18 young people the relevant agency will consider a number of issues including required support levels, continuing education/training and move on plans. Since there are financial implications to such a placement, it is also important that Placements Commissioning is made aware of any discussions that are taking place with independent fostering agencies as Placements Commissioning will need to negotiate with those agencies on a one to one basis for Staying Put Arrangements.

4.6 The Personal Advisor will continue to provide support to the young person for the duration of the Staying Put Arrangement. They will complete Pathway Plans and Reviews and ensure that the young person understands the terms of the Staying Put Agreement.

5. Entitlement to Stay Put

5.1 The implementation of Section 98 of the Children and Families Act 2014 in May 2014 set out a specific duty on Local Authorities to enable and support Staying Put Arrangements. Swindon Borough Council is committed to preventing social exclusion amongst care leavers and has developed this Staying Put policy in order to ensure that young people can continue to live with their former foster carers after their eighteenth birthday and make the transition to independent living at a pace that suits their needs.

5.2 This supports the stability of the placement and is consistent with wanting the young person to achieve the best outcomes.

5.3 The young person must want to Stay Put and the carer must agree to the arrangement. The local authority must be clear that it considers a Staying Put Arrangement to be in the young person's best interest.

6. Establishing an Arrangement

6.1 The option of Staying Put should be identified through the Care and Pathway Planning processes, following the young person's sixteenth birthday and confirmed no less than 6 months before a young person's eighteenth birthday. The young person's Social Worker, working closely with the Personal Advisor where appropriate, has the responsibility to lead on the Staying Put Arrangement.

6.2 A Staying Put Arrangement must be agreed by the young person and the foster carer. Advice about the differences in the arrangement from a foster placement should be provided for the young person by their Social Worker and for the carer by their Supervising Social Worker. This means that an informed decision to go ahead with the Staying Put Arrangement can be made. Occasionally, young people or carers may change their minds after making a decision about a Staying Put Arrangement and it is important that such changes are taken into account whilst paying attention to avoid disruption to a young person's education or employment. A Pathway Plan review should be held if this is the case to confirm the future plan for the young person.

6.3 The Social Worker or Personal Advisor will work with the young person to explain the financial contribution to the Staying Put Arrangement and will also work with the young person to ensure they receive all the benefits to which they are entitled. They will also ensure that all benefit claims are made in a timely fashion that minimises any possible disruption to the allowances received by the Staying Put carer. The Social Worker or Personal Adviser, working with the young person, will follow up claims for benefit until a decision has been made and payment starts.

6.4 The Social Worker or Personal Advisor will convene a Staying Put Support Meeting immediately before the young person's eighteenth birthday in order to complete the Staying Put agreement and licence agreement (if applicable). These documents make it clear to everyone about what is expected of them. In addition, the Social Worker or Personal Advisor will complete the finance document which will ensure allowances are paid once fostering finances end.

7. Independent Fostering Agency Placements

7.1 Requests for young people placed in Independent Fostering Agency to Stay Put will be considered against the same criteria as Swindon approved foster care placements. The Social Worker or Personal Advisor will be expected to work with the young person, carrying out the same tasks, as they would when working with a Local Authority approved carer.

8. Paperwork

8.1 The Pathway Plan will identify the intention to agree a Staying Put Arrangement. A Staying Put Agreement and Licence Agreement, if applicable, will be completed before the arrangement starts.

8.2 The Social Worker will complete finance paperwork to initiate payment of the Staying put allowance.

9. Financial Arrangements

9.1 Former foster carers should be given information about the Income Tax and National Insurance implications arising from the Staying Put Arrangement. Former carers can no longer use the “Foster Carer Relief scheme” but there are some tax concessions for adult placement schemes.

9.2 Staying Put carers are likely to be able to use the HMRC Qualifying Care Relief for Income Tax and National Insurance purposes. Further information can be found on Her Majesty’s Revenue and Customs website: www.hmrc.gov.uk

9.3 Staying Put carers have responsibility to research and establish their own tax and National Insurance liabilities. Further information can be found on the Fostering Network website: www.fostering.net/england

9.4 Foster carers who receive welfare benefits should seek advice through Job Centre Plus, Citizens Advice Bureau or the Local Authority in relation to Housing Benefit and Council Tax. It is the carer’s responsibility to find out how Staying Put may affect their welfare benefits.

9.5 If the foster carers are tenants themselves, it is advised that they check their tenancy agreement to ensure that their lease allows them to have a lodger. If the carers are mortgage payers, it is advisable for them to check that having a lodger is within the terms and conditions of their mortgage lender and insurer. It is also advised that carers inform the insurance company that provides their household insurance when a young person is no longer fostered but remains in their home in a Staying Put Arrangement. They should check that existing insurance arrangements still provide adequate household cover.

9.6 Under a Staying Put Arrangement the former foster carer/Staying Put provider will receive a total of per week (*this has been left blank to respond to changes of allowances as appropriate*). Below is simply a table that sets out the formula that will be used to agree allowance paid to foster carer.

9.7 This payment will consist of:

Single room rate Housing Benefit	£
+	
Young Person contribution	£20
+	
Balance of payment Swindon Borough Council	£
=	

9.8 Single Room Rate: If the young person is eligible to claim Housing Benefit, the single room rate is variable across the county and the amount can be checked online or by contacting Housing Benefit advice.

9.9 Contribution by Young Person: The young person is expected to contribute £20 per week towards food and shared living expenses. It is the responsibility of the young person to pay this amount and it will be written into the individual Staying Put agreement. Failure by the young person to contribute may put their Staying Put Arrangement at risk. There will always need to be a discussion about how the young person will be able to make the required contribution.

9.10 Balance of Payment: This will be made by Swindon Borough Council; this amount will vary according to the single room rate being paid.

9.11 Variations to the General Financial Arrangement: If the young person cannot claim Housing Benefit either because HB is already being claimed by the Staying Put carer or the young person is remaining with the carer whilst at University or this is a kinship arrangement, the balance will be paid by Swindon Borough Council.

10. Staying Put Retainer

10.1 In certain circumstances, a Staying Put retainer of £20 per week can be paid: for example where a young person may be held on remand, goes into hospital, begins training within the armed forces or attends University. Decisions regarding the payment of a retainer will be made on a case by case basis by the appropriate Head of Service. The young person will not be expected to contribute to the retainer.

10.2 In circumstances excluding attendance at University the maximum timescale for payment of a retainer is 12 weeks, in line with Housing Benefit regulations. University related retainers will be considered on a case by case basis and taking into account the following:

- A Staying Put payment of £.... per week will be paid during the Christmas, Easter and Summer holidays
- Where a young person returns outside of the holidays, a payment of 1/7th will be paid per night

- Consideration will be given to support transport costs for both the staying put carer and the young person to enable visiting
- Where a young person wishes to live with their Staying Put carer while they attend a local University, the carers will be paid £....per week minus £50 a week contribution from the young person. The young person will not be able to claim Housing Benefit.
- The young person will be expected to make their contribution and the Staying Put Arrangement may be at risk if they fail to do so.

11. Planning Principles for Staying Put

11.1 At age 15 ³/₄ to 16 years old a Personal Advisor will be allocated to the young person and both will attend the young person's review where the Staying Put Arrangement will be first discussed. The Social Worker will call and chair a multi-agency planning meeting. The point of the meeting is to share information about the young person and begin the Needs Assessment process to inform the Staying Put Arrangement.

11.2 The Pathway Plan provided for the review should identify the timescale required for young people to move to independence and should be used as the framework for beginning to explore the following issues:

- Is it likely that the young person will fit the criteria for Staying Put when they reach their eighteenth birthday?
- Does the young person and the foster carer understand the criteria for changing a foster placement into a Staying Put Arrangement?
- Does the young person understand their financial and benefit responsibilities associated with remaining in a Staying Put Arrangement?
- Does the foster carer understand the changes in their funding arrangements associated with a Staying Put Arrangement?
- Does the foster carer understand the impact of a Staying Put Arrangement on their welfare benefit income and on their Income Tax and National Insurance responsibilities and liabilities, and house insurance responsibilities if resigning or de registering as a foster carer?
- What is the contingency plan for the young person should the Staying Put Arrangement not be viable, e.g. a supported lodgings placement or other accommodation options?

11.3 By the young person's sixteenth birthday, a Pathway Plan will be written by the Social Worker from the finished needs assessment in consultation with the Personal Adviser and reviewed in the usual way. Occasionally a young person will become Looked After at an older age and therefore the above process as described cannot apply. In these circumstances the following process will be required.

11.4 Young People who become Looked After post 16 years of age and have been Looked After for 13 weeks will become eligible young people and will be subject to the Needs Assessment and Pathway Planning process.

11.5 At approximately 17 ½ years, or at the young person's review before the age of 18, an agreement is required confirming that Staying Put is the preferred plan. The meeting should ensure that any final arrangements and requirements are in place by the young person's eighteenth birthday.

11.6 A Disclosure and Barring Service check (DBS) must be carried out for the young person if there are other foster children in the household

12. Foster Carers

12.1 Where the Staying Put carer remains approved as a foster carer, fostering regulations will still apply.

12.2 Young people remaining with a foster carer post eighteen AND IN a Staying Put Arrangement will become adult members of the household and will require a valid DBS check in households where foster children are living. Even if there are no other young people in placement but the Foster Carer/s remain registered a DBS check will still need to be done. To ensure the check is completed by the young person's 18th birthday the process will need to commence in sufficient time.

13. Staying Put Agreement

13.1 Young people, Staying Put carers, Personal Advisors/Social Workers and Supervising Social Workers should meet to develop a Staying Put Agreement prior to a young person's eighteenth birthday. The agreement should be incorporated into the young person's Pathway Plan. These plan guidelines are in the appendix to this document.

13.2 The agreement should include:

- Preparation for independence tasks
- Finance, including young people having credit cards, loan agreements and mobile phone contracts registered at the address
- Income and benefit claims
- Friends and partners visiting and staying at the address
- Staying away for nights/weekends and informing carers of movements
- Education, training and employment activities
- Health arrangements
- Move-on arrangements
- Consider issues related to younger foster children in the placement.

14. Approval of the Staying Put Arrangement

14.1 The Staying Put Arrangement should be agreed with the Fostering Team Manager in consultation with the Social Work Team Manager prior to the Pathway Plan review confirming the arrangement to ensure that it is an appropriate arrangement for the young person and the carer. The Fostering Manager will approve the arrangement if appropriate.

15. Young Parents

15.1 If a young person in a Staying Put Arrangement has a child living with them, the arrangement only applies to the young person. It is expected that the young person is financially responsible for their child and this would usually be through the provision of welfare benefits or earnings.

16. Monitoring and reviewing Arrangements

16.1 Staying Put Arrangements should be reviewed via the Pathway Plan process at a minimum of every six months. This should include consideration of what is working well and any difficulties or problems. A review can be arranged earlier by agreement. The young person's Personal Advisor will usually chair the review but in complex situations a Manager from the Care Leavers Team should chair the review.

18. Ending the Staying Put Arrangement

17.1 The Staying Put Arrangement can be ended at any time before the young person reaches their twenty first birthday, by either the young person or the Provider, by giving the relevant notice. Provisions for ending the agreement are set out in the Licence Agreement and require a minimum notice period of 28 days. If there is a serious breach of the Licence Agreement then the Staying Put Arrangement can end immediately with the agreement of the Head of Service.

17.2 The Staying Put Arrangement will usually end when the young person reaches their twenty first birthday unless it has been formally agreed to continue.

17.3 When planning to end a Staying Put Arrangement it is important to note that as the young person reaches their twenty first birthday; they will no longer qualify as having a priority need for social housing. Therefore it is essential that plans are made in advance in order to maximise their opportunities to be considered for this provision.

17.4 If the young person wishes to remain with the provider post twenty one then it will usually become a private agreement unless the Staying Put Arrangement has been formally extended.

Appendix 1: Sample Letter to Foster Care initiating Staying Put Discussion

Dear

“Staying Put” Arrangement for (Name)

The purpose of this letter is to set out the arrangements approved by the Local Authority to enable (name) to continue to reside with you after their eighteenth birthday in a ‘Staying Put’ arrangement.

The Background

The Staying Put initiative is aimed at extending young people’s support and transition to adulthood within a family supported environment. The intention is to ensure that young people can experience a transition similar to their peers, avoid social exclusion and be more likely to avoid a subsequent housing and tenancy breakdown.

From the age of eighteen, young people are no longer legally ‘in care’ or ‘looked after’ by the Local Authority and, therefore, fostering arrangements and legislation relating to children placed with foster carers no longer applies. The arrangement is no longer a ‘placement’ and the local authority’s role is to facilitate a Staying Put Arrangement for the young person.

Staying Put, therefore, applies to arrangements where a young person who was looked after immediately prior to their eighteenth birthday, and met the definition of ‘eligible child’, continues to reside with their former foster carers. In these circumstances a proportion of the allowance paid to the ‘Staying Put’ carers is paid by the Local Authority Children’s Services. The arrangement extends for a defined period of time and there are a number of implications for carers undertaking these arrangements.

Swindon Borough Council has developed policy and guidance to support these arrangements and to provide information relating to all aspects of continuing the young person’s accommodation with their carer beyond the young person’s eighteenth birthday.

The Arrangements for (name)

(Name) has lived with you as in a foster placement since (date) and the Local Authority welcomes your agreement to offer him/her the opportunity to remain living as part of your household in an arrangement which is in his/her best interests, supporting him/her as he/she moves into adulthood and independence.

(You may want to make any relevant comments regarding the specific care provided to the young person)

The initial agreement for the Staying Put Arrangement is

(Add detail)

The amount payable to you under the policy will be £..... per week.

I/The Social Worker for (name) will contact you shortly to arrange a suitable time to meet with you to discuss the arrangements with you and to answer any queries you may have.

Yours sincerely,

Appendix 2: Licence Agreement

IMPORTANT: THIS LICENCE IS A BINDING DOCUMENT. BEFORE SIGNING IT YOU SHOULD READ IT CAREFULLY TO ENSURE THAT IT CONTAINS EVERYTHING YOU WANT AND NOTHING UNACCEPTABLE TO YOU. IF YOU DO NOT UNDERSTAND THIS LICENCE OR ANYTHING IN IT, IT IS STRONGLY SUGGESTED YOU ASK FOR IT TO BE EXPLAINED TO YOU BEFORE YOU SIGN IT. YOU MIGHT CONSIDER CONSULTING A SOLICITOR, CITIZENS ADVICE OR HOUSING ADVICE CENTRE.

LICENCE TO OCCUPY

The PROPERTY

.....

.....

The Owner

Of

.....

.....

The Licensee

.....

.....

The Termmonths beginning on.....

The Rent £.....per week/month* payable in advance on the.....of each week/month*
(*delete as appropriate)

The Deposit £.....enclosed/Guarantee attached* (*delete as appropriate)

Inventory attached Yes/No* (*delete as appropriate)

Signed

.....

.....

.....

.....

.....

(The Owner)

(The Licensee)

Dated 20

¹THIS AGREEMENT is made on day of 20

BETWEEN

(1) (Name of owner)

Of (address)

.....

.....

(2) (Name of Licensee)

Of (address)

.....

.....

1 Nature of the Agreement

This agreement is not intended to confer exclusive possession on the Licensee or to create the relationship of landlord and tenant between the parties. The Licensee shall not be entitled to a tenancy, or to an assured short hold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when this Licence ends.

2 Licence to Occupy

The Owner permits the Licensee to occupy the house/flat* known as ('the Property')

such, occupation being by the Licensee personally only, and to use the Owner's furniture and effects there of which an inventory is signed by the Owner and the Licensee and attached to this agreement, for a period of.....weeks/months* commencing on..... (Commencement date) and ending on (Termination date).

3 Payment

The Licensee shall pay to the Owner a deposit of £...../Paper bond* which is required before taking occupation of the Property, which in the case of a deposit, the Owner must return and in the case of a Paper bond, the Owner must release, on vacation of the Property by the Licensee at the

.....
* delete as appropriate

determination of this agreement subject to deduction of a reasonable amount to compensate the Owner for any damages or losses occurring through breach of this agreement.

The Licensee and the Owner agree that the Licensee shall pay to the Owner a licence fee of £.....a week/month* in advance onday of each week/month* in respect of the occupation of the Property.

4 Keys

The Owner will issue to the Licensee only one set of keys to the Property, and if the Licensee loses the keys he/she must replace them at his/her own cost.

5 Outgoings

The Licensee and the Owner confirm that the Owner will be responsible for paying Council Tax, water and sewerage charges and for all gas and electricity consumed on or supplied to the Property during his occupation

6 State and Condition

The Licensee must keep the interior of the Property in good and clean condition and keep the furniture and furnishings and fixtures and fittings in good order and condition.

The Licensee must not remove any furniture or furnishings from the rooms they now occupy in the Property.

The Licensee must carry out any redecorations and repairs and make good any damage to decorations or furniture and furnishings and fixtures and fittings, or replace with articles of a similar kind and value any items broken or damaged by the Licensee as reasonably requested by the Owner.

7 Safety Regulations

The Owner confirms that the furniture and furnishings comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended.

The Owner confirms that the electrical appliances and equipment provided by the Owner are safe and will not cause danger and that all electrical appliances and equipment manufactured after 19 January 1997 are marked with the appropriate CE symbol.

The Owner confirms that he has complied with the Gas Safety (Installation and Use) Regulations 1998 and a Safety Certificate is available for inspection by the Licensee.

8 Rubbish

The Licensee must ensure that the Property is emptied of rubbish daily and that all rubbish is disposed of and placed in the rubbish bin supplied for that purpose.

9 Licensee's Obligations

The Licensee:

Must not keep any dogs, cats or other pets in the Property;

Must not do or permit any act that would make any insurance policy on the Property void or voidable or increase the premium;

Must not do anything that may reasonably be considered to cause a nuisance or annoyance to the Owner or to any other occupier of adjoining or neighbouring premises;

Must ensure that at the end of this Licence the Property is cleared of the Licensee's effects and left in the state and condition required by the provisions of this agreement; and

Must allow the Owner to have access to the Property in order to inspect it and to carry out repairs to the structure, roof, exterior and services at all reasonable times upon 24 hours' prior notice in writing, or in the event of emergency at any time without notice, causing as little inconvenience to the Licensee as reasonably practicable and making good any damage caused to the Property and the Licensee's property.

Must not allow anyone else to occupy the Property, assign, charge or part with the Property, on a short term or a long term basis

Must not use the address of the Property to order items from catalogues, or any mail order goods

Must agree with the owner in advance visitors to the Property

Must not hold parties at the Property

Must not allow any person under the age of sixteen to enter the Property

Must ensure that there is no-one left in the Property on their own

Must not open mail that does not have the Licensee's name on it

Must not operate any illegal activities on the premises, or take illegal substances on the premises

10 Early Termination

This Licence may be ended:

By the Owner without notice if the Licence fee is not paid on the day when it becomes due or if the Licensee is in breach of any of the terms of this agreement; and

If the Licensee becomes bankrupt or becomes subject to an Administration Order or entry or enforcement of a Judgement; and

By either party giving to the other party not less than 4 weeks' notice in writing served at any time.

Appendix 3: Staying Put Agreement

Swindon Borough Council Children's Services Department

Staying Put Agreement

This agreement is to be made between the young person, the Staying Put Provider and the Council, the latter being represented by a Personal Advisor or a Social Worker and the Supervising Social Worker. It sets out the purpose of the placement and the roles, responsibilities and expectations of those involved.

Name of Young Person:

D.O.B.:

Name of PA/Social worker:

Tel:

Placement Address and Telephone No. (If appropriate):

What are the aims and objectives of the placement?

When will the placement begin?

When will the placement end?

What are the financial arrangements?

What are the expectations of the placement on the young person?

(Including house rules – smoking, keys, friends visiting, playing music, late night arrangements)

What can the young person expect from the placement?

(Including personal accommodation, leisure facilities, laundry, cleaning, cooking, help with independence skills)

What level of support will be provided to the young person and by whom?

(Including support in the placement, liaison arrangements, emergency contacts, frequency of visits, family contact)

What is the young person's employment/training/education situation?

(Including any special needs, equipment needed or transport)

Does the young person have any health or other special needs?

(Including medication, equipment, adaptations)

What are the arrangements for making a representation or complaint?

(If any party feels the arrangement is not working, the agreement is not being kept to, or there are concerns or grievances)

What has been agreed about making contacts in an emergency?

Emergency Duty Service is out of hours – 01793 436699

Signed: **Young Person**

Signed: **Staying Put Provider**

Signed: **Social Worker/Personal Advisor**

The Staying Put Agreement

Staying Put Providers will receive a standard amount (payable on a weekly basis)

The Staying Put Provider agrees to provide for and support the young person as follows:

1. Provide sole use of a bedroom, unless otherwise agreed with the young person.
2. Provide use of laundry facilities, bathroom, and use of communal facilities (to be discussed at point of placement).
3. Attend placement review meetings as required.
4. Endorse the Council’s Policies including the Confidentiality and The Equality and Diversity Policy (copies of which will be provided to the Staying Put Provider on request).
5. Report any concerns regarding the young person immediately to the Social Worker/ Personal Adviser and Supervising Social Worker (if applicable).
6. Support the young person and help them to develop independent living skills, both practically and emotionally. These should include teaching them to cook; iron; clean clothes; maintain hygiene and health; understand budgeting and money matters and encouraging positive outcomes. To monitor progress through the Staying Put Placement Plan.
7. Assist the young person in maintaining educational placements - this could be further or higher education.

8. Assist a young person not in education to access and sustain employment; or into the complex benefits system where applicable.
9. Support the young person with their move to independent living when the time is right.

The Young Person agrees:

1. To permanently reside at Staying Put address for the duration of their placement.
2. With the help of their Personal Advisor (PA) to record their current independent living skills on their Pathway Plan (and such Plan will be provided to them). An Independent Living Skills Form will be required to be completed at this point.
3. Not to damage the house and property of the lodgings providers and to be responsible for his/her friends within the property.
4. To respect the privacy and personal possessions belonging to the lodgings providers.
5. To accept and abide by the terms of this placement agreement.
6. If applicable, to claim Housing Benefit and to sign Housing Benefit forms appropriately to ensure payments are sent to the Staying Put provider or the young person, as agreed at the time of placement.
7. To take responsibility for keeping Social Care departments and other relevant agencies informed of any changes in his/her financial circumstances.
8. To pay the £20 per week contribution to the cost of the staying put placement directly to the Staying Put provider.
9. To attend placement review meetings as agreed.
10. Any other issue to be included

The Personal Advisor agrees:

1. To help record, then monitor the Staying Put Placement Plan with the young person and Staying Put provider. These skills should include teaching them to cook; iron; clean clothes; maintain hygiene and health; understand budgeting and money matters and encouraging positive outcomes.
2. To maintain regular contact with the young person at a minimum of 8 weekly and to support and encourage him/her to take on their responsibilities in the lodgings.
3. To maintain regular contact with the supervising fostering worker.
4. To attend placement/Pathway Plan review meetings as agreed and to assist in planning for move-on accommodation for the young person.

5. To attend emergency placement meetings if problems arise between the young person and Staying Put provider
6. To retain responsibility for ensuring appropriate financial support for the young person and their provider.
7. To ensure appropriate move-on is planned.

The Supervising Social Worker agrees:

1. To record and monitor the progress of the Staying Put Placement Plan. Ensuring positive outcomes are being achieved in all areas of the Plan.
2. To maintain regular contact with the Staying Put provider, through telephone and visits, and to support and maintain the lodgings placement.
3. To attend placement review meetings as agreed with the Staying Put provider
4. To attend emergency placement meetings if problems arise between the young person and Staying Put provider.
5. To ensure Staying Put providers receive payment.
6. To identify ongoing training needs of the Staying Put provider as required and organise training events if needed.

Ending the Contract

If the young person decides to leave the property they must tell the Staying Put provider as soon as possible and consult the Social Worker/PA before giving notice. They must give the Staying Put provider and Social Worker/PA at least four weeks' notice. However, if the Staying Put provider has made threats to or harassed the young person or in any other way endangered the safety of the young person, or Social Worker/PA, the young person may give notice with immediate effect. In such circumstances, the young person will be given assistance by the Social Worker/PA to immediately vacate the property.

In the following circumstances, the young person may be asked to leave by the Social Worker/PA or by the Staying Put provider (provided the Staying Put provider has obtained the consent of the Social Worker/PA):

- Continuing to occupy the Property/Premises after the agreed date for leaving has passed;

- Not living at the Property/Premises as only or main home;
- Causing or allowing his/her visitor to cause damage or failing to take reasonable care of the Property/premises or the communal facilities, or of the furniture, fittings and fabric of the Property/premises and equipment in the Property/premises;
- Causing, or allowing his/her visitors to cause, serious or persistent nuisance or annoyance, or causing or threatening harm to neighbours, other young people or the provider or the Social Worker/PA;
- Causing or allowing his/her visitors to cause harassment of neighbours, other young people, or anyone involved in the service on the grounds of race, colour, religion, sex, sexual orientation or disability;
- Using, or allowing his/her visitor to use the Property/Premises for an illegal or unlawful purpose;
- Using the Property/premises for a business of any kind without the consent of the Social Worker/PA or the provider;
- Allowing anyone other than themselves or other young people or occupiers of the house to stay overnight at the Property/premises without the express consent of the Staying Put Provider;
- Behaving or making threats in a way that endangers anyone involved in the service, or other young people, or disrupts the work of the service;
- Where his/her support needs change to the extent that they can no longer be accommodated within the service;
- Breaking any of the other requirements contained in this agreement;
- General harassment of the provider, their family and visitors, the Social Worker/PA or other young people or anyone in the vicinity of the property.

If the young person is required to leave as outlined above, he/she will normally be given four weeks' notice in writing to end this agreement. However, where neighbours, other young people, or the Social Worker/PA, or the Staying Put provider, their family or visitors or anyone in the vicinity of the property are endangered or threatened he/she may be given a shorter notice period, or in extreme circumstances, immediate notice. If he/she refuses to leave at the end of the notice period, they may be regarded as a trespasser and legal action can be taken to evict them by the Staying Put provider (after having obtained the consent of the PA).

By way of example the PA or the Staying Put provider may give immediate notice if the young person is involved in any of the following:

- A criminal conviction during the period of the placement;
- A threat to the well-being of others or self or property;
- Harassment of others involved in the service or neighbours;

- Misuse of the Staying Put Provider’s property;
- The possession of any illegal substance whilst in the property;
- Theft from the Staying Put Provider or other users of the property.

If the Staying Put provider wishes to end this Agreement for any reason other than those outlined in paragraphs 2 and 3 above, they agree to give the PA and the young person a minimum of four weeks’ notice in writing.

Moving Out

When the young person moves out, they must return all keys to the Staying Put provider. They must take all their own possessions and clear all rubbish, leaving the premises and fixtures and fittings and furniture in a reasonable condition. The PA/Staying Put provider can accept no responsibility for any possessions left behind in the property/premises.

Insurance

If a young person has caused any deliberate damage or theft to a Staying Put Provider’s property or belongings, then the cost of the damage/theft will be taken out of the young person’s leaving care grant.

Signed: _____ **Young Person**

Address: _____

Date: _____

Signed: _____ **Personal Advisor**

Date: _____

Signed: _____ **Supervising Social Worker**

Date: _____

Signed: _____ **Staying Put Provider**

Address: _____

Date: _____

STAYING PUT ARRANGEMENT FLOWCHART



