**Staying Put Policy**



Agreed by: Sandie Hayes

Practice Director Children’s Social Care

Implemented:

Lead Service: Fostering Contact Officer: Shirley Parkinson Authors: MA, GW, SP JM

Version: June 2021

Review Date: June 2023

Contents

Wigan Council’s Staying Put Policy 2021

13

1. [Introduction 2](#_TOC_250017)
2. Purpose of Staying Put 3
3. [Definition of Staying Put 4](#_TOC_250016)
4. Planning for Staying Put 5
5. [The Young Person’s Pathway Plan 6](#_TOC_250015)
6. [Eligibility and duration of the Staying Put arrangement 7](#_TOC_250014)
7. [Financial support to Staying Put Providers 8](#_TOC_250013)
8. [Independent Fostering Agency and Other Local Authority Commissioned placements 10](#_TOC_250012)
9. [Staying Put Co-Ordinator Roles and Responsibilities 11](#_TOC_250011)
10. [Regulatory Frameworks and Approval 12](#_TOC_250010)
11. [Provider’s Duties 14](#_TOC_250009)
12. [Wellbeing of the Young Person 15](#_TOC_250008)
13. [General Duties and Responsibilities 17](#_TOC_250007)
14. Monitoring Arrangements and Support Provided by

The Staying Put Programme To Providers 20

1. [Supervision, Support and Training 21](#_TOC_250006)
2. [The Living Together Agreement and Support Plans 22](#_TOC_250005)
3. [Rent and Charges 23](#_TOC_250004)
4. Universal Credit/ Housing Support Sanctions 24
5. [Annual Review of Staying Put Providers 25](#_TOC_250003)
6. [Allegations against a Staying Put Provider 26](#_TOC_250002)
7. [Complaints and Representations 27](#_TOC_250001)
8. [Terminating an arrangement 28](#_TOC_250000)

Appendix A – Core Cost Specification

Living Together Agreement

Appendix B – Foster Carer Approval Process

Termination of Approval of Foster Carers Staying Put Arrangements Process

## Introduction

The Green Paper "Care Matters - Transforming the Lives of Children in Care" and the White Paper "Care Matters

- Time for Change" refers to the importance of young people 'entering adult life at the right time'. The Care Matters white paper contains a significant focus on improving the support for young people who are preparing for adulthood and making it possible for them to remain with their foster carers.

Many young people who have been looked after by the Local Authority experience a compressed transition from childhood to adulthood and the option to ‘stay put’ seeks to protect and normalise the young person's experience of moving into adulthood. Staying Put fits within Wigan’s aspiration to be a good corporate parent to all young people to whom it has acted as a substitute family.

The contents of the policy and the financial agreements for Staying Put arrangements will be reviewed annually and may be subject to change.

## Purpose

The purpose of the Staying Put Agreement is to provide written information about the terms and conditions of the partnership between Wigan’s Staying Put Programme and the Staying Put Provider. It specifies agreed terms of approval and sets out the expectations of both parties.

## Definition of Staying Put

From the age of 18 years young people are no longer in care or ‘looked after’ and therefore fostering arrangements and legislation relating to children placed with their former foster carer no longer applies. In circumstances where a former relevant child remains with their foster carer after the age of 18 years this should therefore be deemed as a Staying Put arrangement.

The benefits of Staying Put arrangements for a young person are primarily about extending a familial relationship where the young person continues to experience security and stability. Young people who are in foster care should be able to benefit from Staying Put arrangements regardless of whether they are in education, employment or training before turning 18. Where both the young person and foster carer agree to a Staying Put arrangement and where such an arrangement is assessed as being appropriate then all young people (who are open care leaver cases to the Transition & Leaving Care Team) and foster carers will be supported to ensure that the Staying Put arrangement is pursued.

Staying Put represents an extremely positive post-care option for care leavers and the importance of Staying Put arrangements will be embedded into training, assessment and supervision processes of all long-term foster carers.

## Planning for Staying Put Placements

Social Workers along with the Staying Put Co-Ordinator or in-house fostering service should start discussions with the young person and foster carers (from here on known as providers), regarding the option of Staying Put at age 15 years 6 months. There is no requirement on the length of time that a young person is placed with their foster carer before they are 18 years old for entitlement to a Staying Put arrangement. Where a Staying Put arrangement is agreed as the plan for the child then this plan should be:-

* + Integrated into the young person’s Pathway Plan;
  + Reviewed by an Independent Review Officer and the arrangement monitored; this should be a standardised item of discussion on the pathway plan review agenda.

## The Young Person’s Pathway Plan

The Pathway Plan will describe the details of the Staying Put arrangement and will identify how the arrangement will support the young person to develop in relation to:-

* + Health
  + Education, training, and employment
  + Identity
  + Family and friends
  + Independent living
  + Money
  + Support
  + Accommodation
  + Rights, goals and aspirations

The Pathway Plan will reference how young people can access their first home grant. It is recognised that the majority of the grant would not be made available until the young person moves on to live independently.

However, some items can be purchased from the first homes grant whilst the young person is in the Staying Put arrangement, which they can take with them once they move from the Staying Put residence. The first home grant must be spent by the young person in a supervised manner before the young person’s case is closed, failure to

do so will result in the young person losing their remaining amount owed to them. To overcome this barrier there should be a structured moving on plan.

This will be assessed on the individual need/s of the young person.

## Eligibility and Duration of the Staying Put Arrangement

There is no requirement on the length of time that a young person is placed with their foster carers before they are 18 years old for entitlement to a Staying Put arrangement. In order to be eligible for a Staying Put arrangement the young person will need to be a former relevant child and the arrangement will need to be consistent with promoting the young person’s welfare.

Where a young person is eligible for support from adult services, staying put arrangements are not intended to replace this support. In such circumstances the young person’s needs and how these can best be met in the staying put arrangement or otherwise would need to be jointly considered by the allocated Personal Advisor, Staying Put provider and Adult services.

## Financial Support to Staying Put Providers

Staying Put providers will be provided with a weekly allowance of £224.20. Whilst a proportion of the funding will be provided by the Local Authority some of the payment will be made up from:

Staying Put – Breakdown of payment

Carers receive weekly payment from Wigan £150 Universal Credit – young person < 25 years Housing Benefit Element £59.20 Contribution from young person in placement £15.00

The payments to a provider from a young person will be the responsibility of the provider and young person to coordinate. The council will not be responsible for any non-payment or payment delays. Therefore, the young person’s contribution and rent (whether contributed to by Universal Credit or not) will need to be paid by the young person direct to the provider.

The receipt of funds for Staying Put arrangement may have implications for any benefits a provider receives and for tax payments. The Department for Education alongside HM Revenue and Customs and the Department for Work and Pensions produced, in May 2013, guidance on the tax and benefits aspects of Staying Put arrangements. The guidance is available at:

[https://www](http://www.gov.uk/government/publications/staying-put-arrangements-for-care-leavers-aged-18-years-and-).gov.uk/[government/publications/staying-put-arrangements-for-care-leavers-aged-18-years-and-](http://www.gov.uk/government/publications/staying-put-arrangements-for-care-leavers-aged-18-years-and-) above

The Staying Put Co-Ordinator will signpost providers to agencies who can provide expert advice about matters relating to the implications of tax and benefits of providing a Staying Put arrangement.

The rules governing Income Tax and National Insurance issues for former foster carers changed on 6th April 2010 from Adult Placement Care arrangements to Qualifying Care Relief Shared Lives Carers’ arrangements.

HMRC has confirmed that where a Staying Put arrangement meets the qualifying criteria as set out in the ‘Terminology Section’ (and where the young adult continues to be cared for as a member of the carer’s family) it will be treated under the new Qualifying Care Relief ‘Shared Lives Carers’ rules. In effect, these rules extend the Income Tax and National Insurance rules that apply to foster carer/s to “Staying Put” carers.

In order to qualify for the HMRC Qualifying Care Relief – ‘Shared Lives Arrangements’ young people are required to ‘share the individual’s (Staying Put providers) home and daily family life during the arrangement’ i.e. live as a member of the provider’s family. If the “Shared Lives Arrangements” do not apply, the “Rent a Room” rules may apply or the normal tax rules will apply.

Staying Put carers will be covered by the Qualifying Care Relief system where they provide a “Staying Put” arrangement for a young person who was looked after immediately prior to the young person’s 18th birthday. Qualifying Care Relief can continue until the young person reaches the age of 21. A young person below the age of 21 does not have to be engaged in education or training for the Qualifying Care Relief system to apply to their carer/s.

Young people will be expected to make a contribution to their keep and rent and this contribution will be deducted from the final payment made to Staying Put providers. Non-payment of the young person’s contribution will jeopardise the arrangement and will be a condition of the arrangement being provided.

To be eligible to claim Universal Credit Housing Element young people must have a liability to pay rent that is both enforceable and is established on a commercial basis. When considering the commerciality of the arrangement the Universal Credit team would need to make a judgement on the facts, including being satisfied that the arrangement is not ‘contrived’ and doesn’t include any unenforceable terms. If the Universal Credit team deem the placement to be contrived then it will be the responsibility of the Local Authority to absorb the cost: the Local Authority deemed the placement an appropriate care placement under fostering regulations and therefore should honor this commitment into a Staying Put arrangement ensuring no detriment to the carers and the young person’s wishes and feelings.

Universal Credit applications will be completed by the young person on line with the support of their allocated worker when the young person turns 18.

The license agreement must be provided to enable a Universal Credit claim for the housing element.

## Independent Fostering Agency and Other Local Authority Commissioned Placements

In line with Placements Northwest Regional FPS Contract, Independent Fostering Agency placements will be considered for Staying Put arrangements in the same manner that all placements are considered, it is outlined within section 13 of the FPS that the contract for service delivery will automatically end on the young person’s 18th birthday. Payment under this FPS agreement will automatically cease at this point. These arrangements will also apply to all other Local Authority registered foster carers that are commissioned for a foster placement of a Wigan young person.

This is clearly outlined in the Individual Placement Agreement when the initial placement is initiated, this will be supported by the Local Authority Statutory Services Placements Team, Staying Put Co-Ordinator and allocated Leaving Care Personal Advisor.

The financial arrangements for providers that were previously providing a commissioned placement will again be the same for all placements. Given that all Staying Put placements are discussed and planned ahead, the agency or Local Authority concerned will be aware of the pending arrangement and will therefore jointly be involved

in planning for the transition in supporting their foster carer understand the implications of the decision and prepare and develop the carer for the Staying Put Provider role. This will include advocating for the carer for any support they may need. As with other foster placements, de-registration and/or updates regarding ongoing

registration will need to be considered on an ongoing basis and discussed through the applicable fostering panel.

## Staying Put Co-Ordinator Roles and Responsibilities

These include:

* + Discussing with the young person what Staying Put is.
  + Discussing with the carer the practicalities of caring for a young adult.
  + Arranging DBS checks with support from the fostering service.
  + Liaising with the fostering team regarding carers that may wish to be de- registered or may wish to continue as foster carers.
  + •Offering advice and information to carers regarding tax, benefits and signposting to other services as required.
  + Undertaking annual reviews and providing supervision to providers.
  + Be available on an ad-hoc basis to ensure providers can access support and guidance.
  + Undertake a risk assessment with the young person’s Personal Advisor to establish the impact he/she may have on younger children.

The arrangement is to be considered on a case-by-case basis and then will be reviewed annually for the continuation of each individual placement.

## Regulatory Frameworks and Approval

### Where foster children are still living in placement

All necessary safeguarding checks must be undertaken by the fostering team including independent fostering agencies and other Local Authorities Fostering Services, A DBS check must be completed for the young person who is in the Staying Put arrangement before any new children are placed or before the young person becomes an adult.

A DBS is required to ensure appropriate safeguards are in place when the YP reaches adult age.

Where there are offences recorded on the DBS, each case would need to be considered jointly with the fostering team and other agencies to manage potential risk. A Case Management Discussion should be recorded on Liquid Logic to evidence the decisions made and rationale. This therefore highlights the need for DBS checks to be completed in a timely manner to allow following decisions and plans to be made.

The Staying Put providers will need to be returned to fostering panel due to a change in circumstance. This will be discussed with providers prior to returning to panel to discuss each individual circumstance and the impact this will have on the provider.

### Where no foster children are living in the staying put arrangement

Whilst legislation relating to fostering will no longer apply to the young person who remains in the Staying Put arrangement, key standards and outcomes should continue to govern the expectations of the Staying Put arrangement and carer/s when a child/young person reaches the age of eighteen.

This should include:

* De-registration of foster carers in circumstances where the foster carer cannot care for any other children whilst there is a Staying Put arrangement due to lack of capacity and wishes to resign from Fostering Services in the future. Full details of the Termination of Approval process for foster carers can be found in Appendix B.
* Staying Put provider reviews, in line with the young person’s Pathway Plan.
* Safeguarding and risk assessments undertaken on the household. This is to be undertaken by the Staying Put Coordinator, Leaving Care Personal Advisors and the fostering team prior to the arrangement starting.
* Ensuring health and safety requirements are met (e.g. liability insurance, household insurance and gas certificates are to be carried out by the provider);
* Delivery of the transition plan, from fostering to Staying Put via the Pathway Plan.
* An appropriate bedroom equipped to a standard consistent with fostering standards.

Wigan Council is committed to ensuring that young people are provided with safe care and support. Therefore, Staying Put providers will still continue to have DBS checks; as will any other adult living in the household.

### Young people attending University or living away

Living away from the foster carer’s home for temporary periods of time, such as attending higher education courses, should not preclude young people from remaining in a Staying Put arrangement. It is recognised that supporting Staying Put arrangements enables the continuation of familiar relationships which gives the young person the security and stability they require whilst they are focusing on their education. Universal Credit in this instance will not apply due to the young person living away from home for a prolonged period of time.

Payments to providers of Staying Put arrangements where the young person are resident at university or other residential study establishment

In such circumstances providers will be paid a pro-rata payment of £209.20 weekly allowance for each 24-hour period that the young person resides at the provider’s home. The young person will be expected to contribute a pro-rata payment of £15 per week when in placement. In addition to this payment the provider will receive a £150 per academic term retainer payment.

### Armed Forces

When a young person goes into the armed forces training at 18 years, a £100 retainer fee will be paid to the provider each month to allow the young person, if they wish to return to the Staying Put arrangement over the weekend.

Should the young person not continue with training, the young person will be able to return on a full Staying Put arrangement and an immediate review of the arrangement will need to take place regarding whether the young person remains in this Staying Put arrangement or moves onto independence. The review will take into consideration the thoughts, wishes and feelings of the young person.

Once the young person completes their training and signs up to the armed forces for a further period, then the Staying Put arrangement will come to an end. Any arrangement for the young person to return to the Staying Put provider’s home during leave periods would be an informal private arrangement between the young person and provider. Providers and young people who are signed up to the armed forces will be able to access support from Wigan Council’s Armed Forces Hub.

### Unaccompanied Asylum-Seeking young people

Where a child has been assessed as an Unaccompanied Asylum-Seeking Child and placed in a fostering arrangement, Staying Put can only be considered post-18 where leave to remain has been established, or whilst this is being assessed by the Home Office. Should their asylum application be rejected and their right to appeal exhausted, they will no longer be eligible for care leaver support and the placement will be ended. A 28-day notice (or ‘grace’) period will be given on the placement whilst necessary arrangements to leave the UK are established.

## Provider’s Duties

### Accommodation and services

All Staying Put providers are expected to provide the following accommodation and services:

* + A single, fully furnished room per young person.
  + Furniture including a bed, wardrobe, chest of drawers, storage space, bedding and curtains.
  + A clean, safe and comfortable home environment.
  + A nutritious breakfast and cooked evening meal (part board);
  + Sufficient heating and lighting.
  + Access to hot water, bathing/washing facilities.
  + 2 sets of bedding and towels (2 hand towels and 2 bath towels);
  + Laundry facilities.
  + Access to communal areas of the household: including kitchen, living room and bathroom.
  + Access to cooking facilities within a fitted kitchen.
  + A quiet, comfortable area in which a young person may study.
  + Cleaning of communal areas.
  + A front door key.
  + Maintenance of the household health and safety standards.

## Well-being of the Young Person

Providers will be required to:-

* + Offer emotional and practical support to the young person.
  + Support the young person with independent living skills such as shopping, cooking, cleaning, washing, attending appointments and, claiming benefits alongside the support of the allocated PA.
  + Support the young person to access education, training and employment and the use of community resources.
  + Attend any pathway planning meetings prior to Staying Put, statutory reviews or support plan meetings.
  + Work with professionals including the Transition and Leaving Care Team to implement any support or Pathway Plans.
  + Always respect the confidentiality of the young person unless there is concern that the young person or another person is at risk of significant harm.
  + At the point when the Staying Put placement is agreed the Staying Put Co-Ordinator, Personal Advisor and the provider will discuss the most appropriate safeguarding procedures if the young person was to be absent for a long period or missing from the arrangement.

### Wigan Council’s Deal and vision for the future

As part of this policy, it is also expected that the provider and the young person, along with all professionals will work together to achieve Wigan Council’s vision.

Our Vision: We want all children in Wigan to be happy, healthy, and safe; to feel listened to and to have the maximum opportunities to be ambitious. If children or their families need help and support it should be at the right time, by the right person and in the right place for them.

To achieve this, we want to be ‘brilliant at the basics’ in our social work practice and, by having creative and collaborative partnerships. We want our staff to feel supported, confident and skilled to help our children and families achieve their aspirations

Be Wigan: This celebrates the way we do things in Wigan and focuses on our future. It helps us to understand the impact we all have, and how we will achieve our priorities as part of the Deal for the Future.

The four behaviours underpinning this are:

* + Be Positive is all about taking pride in what we do, where you work and the service you offer to our customers. It’s also about celebrating our achievements and recognising a job well done.
  + Be Accountable is all about how we deliver our services, how we can work with partners and colleagues in a smarter way and the ways in which we can commit to making improvements.
  + Be Courageous is all about being open to doing things differently and being prepared to have a different conversation.
  + Be Kind is all about being helpful, generous, and thoughtful towards yourself and others

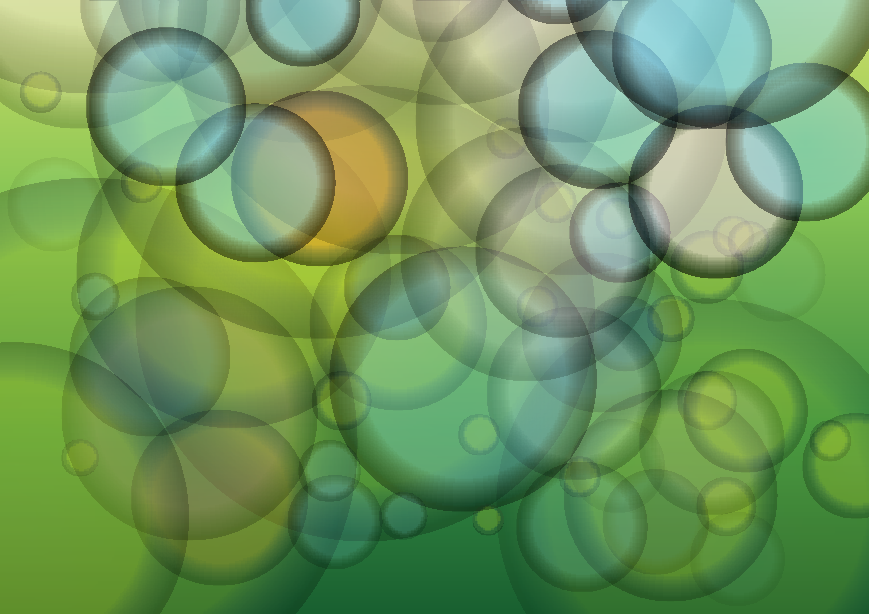
To help us achieve this we need to work together with communities. That is why we have developed The Deal, an informal contract between the council and our residents. We recognise that the Council needs to change the

way we behave in order to make this vision a reality. However, we also need to encourage and support behaviour change in our communities. That is why it is a deal – to allow us to achieve our positive vision for the future together.

The Deal will be promoted in Staying Put arrangements by giving foster carers more training in relation to young people moving on and enabling them to become more independent and self-reliant individuals, undertaking an asset based approach (valuing the skills, experience, capacity, knowledge and expertise of the community) as well as co-design and co-delivery with partners and more importantly children, young people and their families

Staying Put will also have links within our housing department to ensure the provider and the YP also have access to tenancy support officers earlier and other key partners who can work alongside the young people to ensure they are tenancy ready. By having a whole system approach young people are more likely to sustain their own property.

The Transition and Leaving Care team will play a part in this by providing care leaver groups to develop independent skills and through the provision of Personal Advisors.



for children and young people

**Our part Your part**

* **Help you to be healthier • Look after your own health**
* **Support you to learn and grow • Be the best you can be**
* **Help you to be safe**
* **Stay safe**
* **Make sure we listen to you**
* **Share your views**

Signed

Cllr. Jenny Bullen, Cabinet Member for Children

/linctwo

@LINC2WIGAN

[www.wigan.gov.uk/LINC2](http://www.wigan.gov.uk/LINC2)

* **Be kind and caring to yourself and to others**
* **Make Wigan Borough a place where everyone is accepted and valued**
* **Help to keep where you live clean and tidy**
* **Help to keep where you live clean and tidy**

The Staying Put Co-Ordinator can signpost providers and young people to Wigan council designated Deal Workers who can offer advice and guidance on the local community, groups and projects.

We made a promise to our young people as part of the deal for children and young families these include: More information can be found on The Deal at:

[www.wigan.gov.uk/Council/The-Deal](http://www.wigan.gov.uk/Council/The-Deal)

## General Duties and Responsibilities

### Change in Circumstances

The provider must notify the Transition and Leaving Care Team and the Staying Put Co-Ordinator of any changes in circumstances, including:

* + Plans to move to alternative accommodation.
  + Changes to personal circumstances.
  + Change to the household composition.
  + Changes in living arrangement e.g., changes to bedroom allocation.
  + Any changes to the young person’s health and other support needs.
  + Changes to the house e.g., adaptations.
  + Any changes that may affect your capacity to support the young person.
  + Any incident that leads to police involvement.
  + Any new members to the household including foster children if the carers continue to foster.

### Training and Reviews

Providers are required to attend training and yearly reviews to develop skills and understanding of how to support their young person. They are therefore required to attend any training that is offered to them via Wigan’s fostering service.

Training is an integral part of ensuring providers are equipped for their role. Whilst fostering, it is likely that carers will have completed a range of training. Where refreshers are required, this includes: -

* + Pediatric and / or Basic First Aid;
  + Child Development & Attachment.
  + Radicalization;
  + Managing Difficult Behaviour;
  + Safe Care.
  + Equality & Diversity.
  + Safeguarding Level 1.

These courses need to be completed to evidence professional development. If carers do not attend training as required their approval status and registration may be withdrawn.

### Keeping in contact with involved professionals

The Staying Put programme requires Staying Put providers to keep in contact with the Transition and Leaving Care Team in order to update professionals involved in the young person’s progress.

Providers are required to attend any meetings, as needed. The Staying Put scheme will aim to ensure that timings for any meetings are convenient to the provider as their input is essential.

### Compliance with the living together agreement

Providers are encouraged to discuss any difficulties regarding the arrangement with the Transition and Leaving Care Team or the Staying Put Co-Ordinator.

After their 18th birthday the young person effectively becomes the provider’s lodger under the license agreement, and the provider becomes the landlord. The Living Together Agreement is a License Agreement. To ensure the arrangement runs effectively the Staying Put ‘house rules’ in Schedule 1 of the license agreement aims to:

* + Support the young person to comply with their Living Together Agreement by setting clear boundaries and expectations.
  + Support them in maintaining their health, safety and wellbeing within a Staying Put setting.
  + Prepare the young person with the skills they need to become positive tenants and neighbours;
  + Support Staying Put providers in the role they undertake.
  + Maintain education, training or employment (where relevant).

In the event of a young person breaching their Living Together Agreement the provider and Transition and Leaving Care Team will issue appropriate warnings to ensure the best interests of the young person are met.

### Mortgage, Insurance, Tax and Welfare Benefits

Providers are expected to make their own enquiries with the following agencies to ascertain how the Staying Put programme remuneration and arrangements may affect their financial circumstances. This should be done through the following agencies:-

* + Her Majesty’s Revenue and Customs.
  + Department of Work and Pensions.
  + Mortgage lenders.
  + Household and buildings insurance provider.

This may vary according to each provider’s circumstances.

The allocated Personal Advisor and Staying Put Co-Ordinator will be able to advise regarding remuneration to be received in each case.

Former foster carers can no longer use the ‘foster care relief’ scheme, but there are several tax concessions for Adult Placements. Adult placement carers are treated as self-employed for tax purposes and can pay Class 2 National insurance contributions in order to qualify for state pension.

### Financial arrangements and payment errors

Remuneration will be received from Wigan Council by BACS to a nominated bank account in respect of each young person (see ‘Rent and Charges’ page 12). It is the provider’s responsibility for checking their bank account regularly (at least monthly) to ensure the payments are correct. Payment errors should be reported to the Staying Put Coordinator immediately. In the event of an overpayment the amount will need to be repaid in full.

### Exceptional Circumstances

The Local Authority will support Staying Put arrangements until the young person’s 21st birthday. There may be some circumstances where it is in the young person’s best interests to remain with their former foster carer after their 21st birthday – because they are completing an education course which has not ended. In these

circumstances funding from the Local Authority can be requested to continue post 21st birthday to the end of the academic year. In exceptional cases a higher level of payment may be made subject to the approval by the Practice Director or Director of Children’s and the Strategic Finance Manager.

## Monitoring Arrangements and Support Provided by the Staying Put Programme to Providers

The Staying Put Co-Ordinator alongside the allocated worker will:

* + Co-ordinate the transition from a foster placement to a Staying Put arrangement.
  + Draft the Living Together Agreement.
  + Co-ordinate remuneration as set out in the ‘Rent and Charges’ section.
  + Undertake a risk assessment on the young person.

## Supervision, Support and Training

Support will be provided as follows:-

The Staying put Co-Ordinator will provide support and guidance to help providers and young people operate within the standards and policy of the programme;

Arrange supervision meetings to monitor the arrangement and gather the views of the provider; Be available on an ad-hoc basis to give advice and support as and when required.

Support will be given to the Staying Put provider in order to offer appropriate and effective support to the young person. This will occur via training, supervision meetings, provision of information and informal support.

This will include guidance around Wigan’s policies and procedures as well as emergency or out of hours support. It is noted within good practice that monitoring and evaluating of arrangements is identified through robust processes. This will be evidenced within the Provider’s Supervision, Support Plans, Provider’s Annual Reviews, Young People’s Risk Assessments and the Young Person’s Pathway Plan.

Staying Put programme will also:-

Assist in dealing with or gaining access to services applicable to care leavers.

Provide practical support in promoting health, employment, educational attainment, and leisure activities of the young person through information and training events.

Provide, or enable access to, equipment as may be necessary to meet the educational needs of the young person.

Encourage and support continuous development by providing training in key areas, relevant to the provider’s needs.

Convene peer support groups or forums to provide the opportunity to share experiences with other providers and to contribute to the development of the service along with information sharing from other services within the local authority.

Supervision will be provided by the Staying Put Co-Ordinator if the carers, prior to the Staying Put arrangement, are not a Wigan carer or are a Wigan carer but have no other children in placement. This will be discussed at the initial Staying Put meeting and the Staying Put Co-ordinator will establish a plan of supervision with the Staying Put provider.

If the carers are Wigan carers and have other young people in place, then the agreement is that Wigan’s fostering service will continue to support and supervise to minimise the amount of disruption and professionals visiting the home, including the annual review. The Staying Put Co-Ordinator will maintain 12 weekly visits to the provider in this instance.

## The Living Together Agreement and Support Plans

The decision for a young person to stay put prior to their eighteenth birthday needs to be implemented into the young person’s Pathway Plan at the age of sixteen and three months. These decisions must involve the young person in order to minimise the young person’s anxiety regarding their future accommodation and support plans.

A meeting (or meetings) will be held in advance of the young person’s 18th birthday and will preferably be completed alongside the young person’s Pathway Plan review.

This will be attended by:-

* + Young person.
  + Social Worker or Personal Advisor from the Transition and Leaving Care Team.
  + Supervising Social Worker from the fostering team.
  + Independent Reviewing Officer.
  + Staying Put Co-Ordinator.
  + Other relevant professionals.

A Living Together Agreement will be completed by the Staying Put Co-Ordinator, Young Person and the Staying Put Provider.

The young person will already have an ongoing Pathway Plan. This is then reviewed regularly, and support plans will be updated as the young person’s support needs evolve. In relation to the Staying Put arrangement, the pathway plan will need to detail:

* + the young person’s support needs including transition from having their basic care needs met by the provider, to doing so as far as possible.
  + any risks.
  + agree support actions showing what is to be done, by whom and by when.
  + agree actions to reduce any identified risks.

The Pathway Plan is agreed by all parties and gives an opportunity to monitor an arrangement and plan a structure for the continued support that will be provided to the young person in adulthood.

A Pathway Plan review meeting will take place approximately every six months (more frequently if needed). The review will look at whether any new support needs or risks have arisen; actions of the meeting will be recorded and completed in appropriate timescales along with new actions and goals for the future.

Both the Living Together Agreement and Pathway Plan are documents setting out how the young person and provider will live together. This document will contain confidential information and must be stored securely by the provider and not shared with third parties.

Guests/friends

Guests are encouraged to visit the home to ensure the young person is not socially isolated.

Remuneration received by the provider will comprise of:-

* + A ‘Core’ rent – the young person can claim Universal Credit Housing for this element if they are eligible. In circumstances where providers are living within local area housing and claim benefits, the Local Authority will make discretionary housing payments to the Staying Put provider in this instance. Where a young person is not eligible for Universal Credit Housing Element this will be the responsibility of the young person. The young person will usually pay this to the provider.
  + Support – from the provider to the young person to develop independent living skills.
  + A contribution by the young person towards utilities and food; The current breakdown of these elements is shown in Appendix A.

If the young person is eligible for Universal Credit Housing Element, they will be expected to establish a claim upon commencement of the Staying Put arrangement. The Staying Put Co-Ordinator will support the young person to do this.

The appropriate documentation will be sent by the young person with help from their Personal Advisor and Staying Put Co-Ordinator to the Universal Credit Team. This will include the Living Together agreement.

Additional allowances provided when the young person was fostered to ensure they were embedded in the family will no longer continue.

## DWP Sanctions

Where a young person may be sanctioned from Department of Work and Pensions for finances which include the housing element, it is the responsibility of the young person to ensure they pay the rent element and young

persons contribution to the staying put provider, in this situation we would recommend that the young person or the Staying Put provider contacts the Staying Put Co-Ordinator.

## Annual Review of Staying Put Providers

An annual review will be undertaken. This provides an opportunity for Staying Put providers to share their experiences of supporting the young person and any difficulties that have arisen, as well as to discuss the service offered. This will be in line with the young person’s Pathway Plan review; either taking place immediately prior or within a fortnight prior to the Pathway Plan review. This will allow any significant challenges or changes to

be considered at the Pathway Plan review to ensure this is a purposeful and accurate reflection of where the placement is up to.

Staying Put providers’ statutory checks (including DBS checks) will be renewed every 3 years, Household Risk Assessments will be undertaken annually.

## Allegations against a Staying Put Provider

In the course of supporting young people, allegations may be made against the Staying Put provider by a young person, parent or any other person.

The Local Authority has a responsibility to investigate any such allegation. This investigation will be undertaken by the Transition and Leaving Care Team. The young person’s rights have to be protected, but account will be taken of the sensitivities and rights of Staying Put providers and consideration will be given to the need for additional support.

If the allegation is deemed to meet LADO threshold/s, and where the provider is still registered as a foster carer and/or works with children, the LADO (Local Authority Designated Officer) will need to be involved. Local LADO information can be found on Wigan council’s website:

[https://www](http://www.wigan.gov.uk/WSCB/Parents-and-Carers/Information-for-parents-and-carers).wigan.g[ov.uk/WSCB/Parents-and-Carers/Information-for-parents-and-carers](http://www.wigan.gov.uk/WSCB/Parents-and-Carers/Information-for-parents-and-carers)

Where the provider is de-registered as a foster carer and not working with children, the allegation will be referred to adult safeguarding within adult services.

The Transition and Leaving Care Team will prioritise resolving allegations quickly to maintain placement stability.

## Complaints and Representations

Staying Put providers may wish to make complaints or representations about aspects of the programme, decisions made about them or about the young person.

If the matter cannot be resolved by the Transition and Leaving Care Team, the following link should be used to complete our online complaints, compliments and comments form. Alternatively, a complaint can be put in writing to Children and Families Social Care Complaints Team, PO Box 100 WN1 3DS or call us on 01942 489 808.

[https://www](http://www.wigan.gov.uk/Council/Contact-us/Childrens-Social-Care.aspx).wigan.g[ov.uk/Council/Contact-us/Childrens-Social-Care.aspx](http://www.wigan.gov.uk/Council/Contact-us/Childrens-Social-Care.aspx)

## Terminating an arrangement

Staying Put arrangements are made through agreement of the Young Person and their Provider, either of the Parties to this Agreement may bring the arrangement to an end prior to the Young Person reaching 21.

In order to ascertain and transition a Young Person onto an alternative suitable living arrangement in a planned way, it is noted that it is good practice for either party to issue a notice period to terminate the Agreement by giving twenty-eight days written notice to each of the other Parties.

### Staying Close

Staying Put aims to facilitate lasting familial relationships for the young person and provider to provide stability and continuity in support. As placements are planned to end the Staying Put Co-Ordinator will initiate discussions regarding how the provider and young person can stay in touch. This is a informal

arrangement and would serve to maintain the continuity of an important relationship for the young person. This will be discussed in supervision and in review meetings to ensure any plans are in place prior to the placement ending.

### Transition onto independence living

An appropriate plan needs to be in place prior to the Staying Put placement ending. This will be facilitated by the young person’s allocated worker via the pathway planning process. The Staying Put Co-Ordinator will need to have final discussions with the provider and ultimately end the placement.

If it is deemed that the young person needs continued support, if not already done so a referral should be made to adult services.

## Core Cost Specification

Wigan Council’s Staying Put Policy 2023

A

### Core rent

* 1. room rent
  2. cleaning of communal areas
  3. access to laundry facilities
  4. communal heating and lighting
  5. furniture
  6. gas safety certificate
  7. insurance

|  |  |  |
| --- | --- | --- |
| Total | core rent to Provider | £59.20 |
| **2.**  a) | **Support**  maintain safety of dwelling |  |
| b) | compliance with tenancy |  |
| c) | teaching independent life skills |  |
| d) | resettlement activities |  |
| e) | organising access to professional help |  |
| Total | general counselling and support costs to Provider | £150 |
| **3.**  a) | **Young Persons contribution**  Two meals per day |  |
| b) | Heating, lighting and hot water |  |
| c) | Water charges |  |
| Total | Young Person payment to provider | £15.00 |
| Total | payments to provider | £224.20 per week |

Living Together Agreement Date [… ]

(“The Agreement”)

### Parties

1. [Name of the Provider] [Providers address] (“the Provider”) and
2. [Name of the Young Person] (“the young person”)
3. Wigan Borough Council; Town Hall, Library Street, Wigan, WN1 1YN (“the Council”)

### Background

* 1. The Council, in furtherance of its statutory obligations pursuant to the children (Leaving Care) Act 2000, has set up a Staying Put scheme for the young people leaving the care system in Wigan.
  2. The Council intends that each placement will fall in the bracket that each placement is the most suitable placement for that Young Person at that particular time in their life.
  3. The aim of Staying Put is to ensure continuation of a familial relationship with the provider in which they have lived for many years
  4. This agreement formally sets out the arrangements for the placement of a Young Person with an authorised provider.
  5. The agreement is primarily between the Provider and the Young Person; the Council is joined as a party for reasons of scheme oversight.

DEFINITIONS

‘Staying Put’ Contact [INSERT NAME(S) AND POSITION(S) IN EACH CASE] Property [INSERT ADDRESS DETAILS IN EACH CASE]

Common Areas [INSERT IN EACH CASE]

Confidential Information The existence and terms of this Agreement, any information communicated by or to the parties in the course of arranging a placement under the ‘Staying Put’ Scheme and any other information which would be treated as confidential by a reasonable person and which relates to this Agreement.

The Room [INSERT DEFINITION IN EACH CASE, i.e. the single bedroom to the rear of the Property]

The Room Contents The items listed in schedule 2

# THE LICENCE

* 1. The Provider grants the Young Person personal occupation of the Room in the Property and shared occupation of the Common Areas of the Property from [INSERT DATE] “the Start Date” until [INSERT LAST POSSIBLE DATE THAT THE AGREEMENT COULD RUN TO] (“the End Date”).
  2. The Young Person agrees that: -
     1. the Provider shall be entitled at any time on giving not less than seven days’ notice to require the Young Person to transfer to an alternative room within the Property and the Young Person shall comply with such requirement.
     2. the Young Person shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Provider and the Young Person by this Agreement.
     3. the Provider retains control, possession and management of the Property and the Young Person has no right to exclude the Provider from any part of the Property.

# PROVIDER’S OBLIGATIONS

For the duration of this Agreement, the Provider shall:-

* 1. grant the Young Person personal occupation of the Room in accordance with clause 1 of this Agreement.
  2. Always provide a safe and secure living environment for the Young Person.
  3. ensure that the Young Person always has unimpeded access to the Room and to the Common Areas.
  4. provide between 7 and 10 hours per week worth of support and practical assistance to the Young Person, the nature of such support and practical assistance to be as detailed in schedule 3 and to be subject to regular reviews by the ‘Staying Put’ Contact in consultation with both the Provider and the Young Person.
  5. provide breakfast and evening meals to the Young Person or food so that the Young Person can make his or her own breakfast and evening meals.
  6. provide lighting, heating, and laundry facilities to the Young Person.
  7. not receive any payment in addition to the Fee in respect of this Agreement.
  8. Always ensure that all furniture and furnishings in the Property comply with the Furniture and Furnishings (Fire Safety) Regulations 1988.
  9. divulge to the ‘Staying Put’ Contact, any information the Provider learns about the Young Person which might have a significant impact on the well-being of the Young Person and/or on this Agreement, within a reasonable period of time.
  10. make him or herself regularly available on reasonable notice to meet with the ‘Staying Put’ Contact to discuss and review the Young Person’s support plan and the arrangements comprising the Agreement generally.
  11. ensure at all times that the Provider complies with all relevant laws, enactments, deeds, agreements or any other obligations by which s/he is bound and that any necessary consents have been obtained in order that this Agreement should not be adversely affected.
  12. retain full responsibility for notification of any income received pursuant to this Agreement to the relevant bodies, including but not limited to Her Majesty’s Revenue and Customs (HMRC).
  13. Ensure that they have an annual gas safety check and can produce a gas safety certificate for their annual review.

# YOUNG PERSON’S OBLIGATIONS

The Young Person agrees:-

### Financial matters

* + 1. to comply with his or her obligations as set out in Appendix A of this Agreement.

### Household Expectations

* + 1. to comply with the Household Expectations detailed in Schedule 1 of this Agreement.
    2. to treat all residents of the Property with respect and consideration at all times;
    3. not to use other residents’ belongings without their prior consent;
    4. not to use the address of the Property for mail order purchases or credit agreements;
    5. to be responsible for the conduct of his or her visitors to the Property and to ensure that any visitors comply with the Household Expectations detailed in Schedule 1 of this Agreement;
    6. not to commit or allow visitors to commit any act which causes disruption or distress to other residents of the Property or to neighbours of the Property;
    7. not to use or keep any illegal substances at the Property and not to allow any visitors to use or keep any illegal substances at the Property;
    8. not to abuse any substances (including but not limited to alcohol) for the duration of this Agreement;
    9. to inform the Provider and the ‘Staying Put’ Contact within 24 hours of being prescribed any medication;
    10. not to commit any criminal offences for the duration of this Agreement;

### Changes in Circumstance

* + 1. to inform the ‘Staying Put’ Contact immediately of any change in circumstance which might affect this Agreement including but not limited to any change in the Young Person’s employment or educational status, a change to the Young Person’s health or any issues arising with the Provider;

### The Property

* + 1. to use the Property as the Young Person’s only residence;
    2. to use the Property for no other reason than as a private dwelling;
    3. to keep the Room reasonably clean and tidy;
    4. to allow the Provider reasonable access to the Room for the purpose of carrying out maintenance checks and repairs;
    5. to immediately report any damage to furniture or contents of the Property including the Room Contents to the Provider;
    6. not to make any alteration to the Room or to any other part of the Property without first obtaining the consent of the Provider;
    7. not to keep any pets at the Property without first obtaining the consent of the Provider;
    8. not remove any furniture from the Property;

### General

* + 1. where the Young Person is not employed or in full time education, to make reasonable endeavours to secure full time or part time employment or enrol on full time or part time educational or training courses.
    2. to attend any planned review meetings and to keep in regular contact with the ‘Staying Put’ Contact for the duration of this Agreement.

# LICENSE FEE

* 1. The Provider shall be paid a fee of £224.20 per week for the duration of the Agreement (“the Fee”) as detailed in sub-clauses 4.2 to 4.4 inclusive, below.
  2. Where the Young Person is aged 18 or over at the Start Date, the Fee shall be paid as follows:-
     1. the Young Person shall pay to the Provider £15 per week for the duration of the Agreement as the Young Person’s contribution; and
     2. the Council shall pay to the Provider the sum of £150 per week for support costs for the duration of the Agreement.
  3. Where the Young Person is entitled to Universal Credit Housing Element, the Fee shall be paid as follows:-
     1. the Young Person shall pay to the Provider the sum of £59.20 per week for core rent for the duration of the Agreement; and
  4. Where the Young Person is earning sufficiently so as to not be entitled to Universal Credit Housing Element, the Fee shall be paid as follows:-
     1. the Young Person shall pay to the Provider the sum of £59.20 per week for core rent for the duration of this Agreement; and
  5. Where the Young Person is not earning sufficiently and is not eligible to claim Universal Credit , the Fee shall be paid as follows:-
     1. the Council shall pay to the Provider the sum of £59.20 per week for core rent for the duration of this Agreement.

# EMERGENCY ISSUES

* 1. The following shall constitute Emergency Issues:-
     1. where the Young Person has used illegal or other substances at the Property;
     2. where the Young Person has committed an indictable offence;
     3. where the Young Person has behaved abusively towards the Provider, the ‘Staying Put’ Contact or any other resident of the Property;
     4. where the Provider has behaved inappropriately towards the Young Person or the ‘Staying Put’ Contact;
     5. where either the Provider or the Young Person has concerns for his or her own safety and/or wellbeing

caused by the living arrangements provided for in this Agreement;

* + 1. where any other significant event occurs which, in the Council’s opinion, constitutes an emergency situation;
  1. In the event of an Emergency Issue arising either of the Parties can terminate the arrangement immediately. The Council shall be entitled to withdraw our support for the arrangement following guidance and as outlined in section 22 of the Staying Put Programme Policy.

# TERMINATION

* 1. Staying Put arrangements are made through agreement of the Young Person and their Provider, either of the Parties to this Agreement may bring the arrangement to an end prior to the Young Person reaching 21. In order to ascertain and transition a Young Person onto an alternative suitable living arrangement in a planned way, it is noted that it is good practice for either parties to issue a notice period to terminate the Agreement by giving thirty days written notice to each of the other Parties.

# ASSIGNMENT

This Agreement is personal to the Provider and the Young Person and both the Provider and the Young Person agree that this Agreement shall not be assignable.

# DATA PROTECTION

* 1. Both the Provider and the Young Person confirm that they have read and understood the Council’s data protection policy, a copy of which has been made available to the Provider and the Young Person, see Schedule 4.
  2. Both the Provider and the Young Person consent to the Council processing data relating to the Provider and the Young Person for legal, personnel, administrative and management purposes and in particular to the processing of any special category personal data (as defined in the General Data Protection Regulation) relating to the Provider and the Young Person.

# CONFIDENTIALITY

* 1. Each party undertakes that it shall not at any time before, during or after this Agreement disclose to any person any Confidential Information concerning the other parties, except as permitted by clause 9.2.
  2. The Council may disclose the Confidential Information relating to the Young Person and the Provider:

1. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Council’s obligations under this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9; and
2. as may be required by law, court order or any governmental or regulatory authority.
   1. No party shall use any other party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

# GOVERNING LAW AND JURISDICTION

* 1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
  2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## Schedule 1 Household Expectations

[TO BE FILLED IN ON A CASE BY CASE BASIS.]

Fire Plan required: YES / NO Attached: YES / NO Catering

* Meal Arrangements
* Preparation – who cooks?
* Use of Kitchen, times etc.
* Menu: Any Dietary requirements?
* Shopping for food.
* Visitors and food.
* Food and storage: health and safety?
* Equipment: health and safety.

Cleaning

* Room checks: health and safety/frequency.
* Communal areas: responsibility?
* Laundry: responsibility, use of equipment, times etc.

Smoking

* Permitted?
* Allocated areas?

Visitors

* Introduction of visitors.
* Visiting times/frequency of visits.
* Visitors when provider is absent.
* Number of visitors at any one time.
* Responsibility for the behaviour of visitors.
* Age of visitors.

Telephones

* Whether incoming/outgoing calls are allowed.
* Times of calls.
* Premium cost of calls, mobiles, chat lines etc.
* Phone barring.
* Persons allowed access to Providers phone number.

Arrangements for Staying out

* Agreed times, meal times, evenings out etc.
* Private space/time arrangements.
* Use of facilities TV/SKY/Computers etc.
* Noise: TV, late returns etc.
* Young person/providers mail.

Rules of the House: (Not included in the previous expectations) 1.

Staying Put Expectations

* No Lending or Borrowing of money to take place between the young person and the provider without consultation with the Staying Put Coordinator or your personal advisor.
* No Credit agreements to be entered into by the young person i.e. catalogues, mobile phones, music/book clubs which cite the providers address.
* Young Person not to act as an agent for any company whilst living at the providers
* No young person should be considered as resident babysitters or child minders.
* Providers are to be reminded that it is illegal to buy alcohol for under-18’s on licensed premises.
* No illegal drugs/goods should be kept/brought into the provider’s premises by anyone.
* No pets allowed without provider’s permission.
* No visitors without the provider’s permission.

|  |  |  |  |
| --- | --- | --- | --- |
| **Schedule 2 Room Contents** |  | | |
| [TO BE FILLED IN ON A CASE BY CASE BASIS] |  |  |  |
| Bed | YES | / | NO |
| Wardrobe | YES | / | NO |
| Set of Drawers | YES | / | NO |
| Bedside Table | YES | / | NO |
| Computer table/Desk | YES | / | NO |
| Lamp | YES | / | NO |
| Any other contents provided: |  |  |  |

## Schedule 3 Agreed Support Plan

Full Support assessment can be requested from Leaving Care Advisor. Request: Pathway plan [TO BE FILLED IN ON A CASE BY CASE BASIS]

General

Health

Education, Training and Employment

Identity

Family and Social Relationships

Emotional and Behavioural Development

Self-Care Skills and Social Presentation

Finance

## Schedule 4 DATA PROTECTION POLICY

I confirm that I have received a copy of Wigan Council’s Data Protection Policy and have had the opportunity to discuss this policy with the ‘Staying Put’ Co-ordinator

Signed (Provider)

Signed (Young Person)

Date..................................................................................................................................................................................

AS WITNESS the hands of the Parties

Provider’s Name & Signature(s)......................................................................................................................................

Young Person’s Name and Signature .............................................................................................................................

Signed for and on behalf of the Council Name:...............................................................................................................................................................................

Position:...........................................................................................................................................................................

Signature: ........................................................................................................................................................................

Discuss implications for fostering approval with Fostering Service

**NO NO**

arrangement ?

Continue to be managed under fostering regulations by the Fostering Service

Are they offering a Staying Put

Approved Foster Carers

**YES**

**NO**

Staying Put arrangement has ended ?

Foster Carers to resign

Will they return to fostering once the

Are they becoming a Staying Put provider in addition to fostering ?

**YES YES**

Consideration of the impact of the new staying put arrangement.

Young adult will no longer count as a foster placement once turned 18.

Foster carer’s terms of approval to be reviewed dependent on accommodation, demands of the staying put arrangement, or other factors.

Review of foster carer’s approval: discuss implications for suitability to foster

support/training needs change of role

impact on other placements review terms of approval.

Sometimes staying put carers:

are unable to take another placement while the young person remains living with them

may want to remain approved as a foster carer to later resume fostering, in which case

fostering service must agree whether appropriate and if so continue to fulﬁl all statutory requirements.

Review of foster carer’s approval (at least annually):

recognition that placements may not currently be made

consider appropriate terms of approval

statutory requirements re visits and support/training needs etc

expectations of foster carer to maintain approval.

Annual Panel Review report and recommendation

Annual Panel Fostering service decision maker

Wigan Council’s Staying Put Policy 2021

13