



**SPECIAL GUARDIANSHIP  
SUPPORT POLICY  
2022/2024**

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## **CONTENTS**

### **Page No**

1. Assessment/Plan for Support Services	3
2. Provision of Support	3
3. Support Plans	4
4. Provision of Financial Support	4
5. When can Financial Support be Considered	5
6. Criteria for Financial Support	5
7. Remuneration for former Foster Carers	6
8. Method of Payment	6
9. Financial Assessment	6
10. Terms & Conditions	7
11. Contact Details for Enquiries	8

## **1. Assessment/Plan for Support Services**

### **Pre Order**

In all circumstances where a Court assessment for a Special Guardianship Order is completed or an application for a Special Guardianship Order is made, Together for Children, predominantly a worker from the Connected Carers Team will assess the suitability of the prospective Special Guardian(s), particularly in terms of their motivation and ability to meet the needs of the child.

All children who are cared for at the time of the application/assessment for a Special Guardianship Order, will have an assessment of their support needs and a Special Guardianship Support Plan will be compiled. The support plan will cover the following areas- introductions/settling in, practical support, health and educational issues, emotional and behavioural issues, financial support, family time arrangements and any support needs of the Special Guardian(s) and their family. At this stage consultations will take place, if required, with other relevant agencies, including health and education to ensure that the prospective Special Guardian(s) have the detail they require regarding the support needs of the child and what is being cited in respect of this. The proposed support plan will be shared with the prospective Special Guardian(s) for their consideration and the option to seek advice and advocacy. There will be management oversight from the Team Manager and Service Manager for the social work team involved.

### **Post Order**

At the pre-Order stage, Special Guardians will be asked if they wish to be contacted by the Connected Carers Team Post Order with invitations to support groups, training and activities. Post Order, Special Guardians can contact the Connected Carers Team and request an assessment of support needs. The Team will offer an ongoing programme of training and support groups to both Special Guardians and prospective Special Guardians. The purpose of this support assessment is to identify what the child's support needs are, whilst promoting the relationship between the child and the Special Guardian. A support plan will be compiled following this support assessment, with recommendations regarding the child's needs- discussed further below.

If the carer does not live within the Local Authority area of Sunderland, three years after the making of the Order, Special Guardians can contact the local Authority/Agency where they are living.

## **2. Provision of Support**

The Agency must make provision for a range of Special Guardianship support services

Special Guardianship support services are defined within the Special Guardianship Regulations 2005 ("the Regulations") as:

- Financial support (Regulation 3(1)(a)); (6)

- Services to enable children, Special Guardians and parents to discuss matters relating to the Special Guardianship (Regulation 3(1)(b));
- Assistance including mediation in relation to contact between the child and their parents, relatives or significant others with whom the child has a relationship that the Agency considers to be beneficial to the welfare of the child (Regulation 3(1)(c));
- Therapeutic services for the child (Regulation 3(1)(d));
- Assistance to ensure continuance of the relationship between the child and the Special Guardian, including training to meet any special needs of the child, respite care, and mediation (Regulation 3(1)(e)); and
- Counselling, advice and information (Section 14F(1)(a) of the Children Act 1989).

Support services should not be seen in isolation from universal services, and it is important to ensure that families are assisted in accessing universal services and a wide range of other support/services. Support is also provided to ensure that Special Guardians are aware of their entitlements to child benefit, child/working tax credits, universal credit, guardian allowance and any other benefits and exemptions to which they are entitled.

### **3. Support Plans**

Where a support assessment Post Order identifies the need for 'on-going' support, a Post Order Special Guardianship Support Plan will be completed. The proposed Special Guardianship Support Plan will make clear the Agency's intentions to provide support and services and be discussed and agreed with the Special Guardian(s). Where appropriate, reference should also be made to the child's/young person's wishes. An opportunity to make representations about the proposed plan will be provided to the Special Guardian(s) and the option to seek advice and advocacy.

The support assessment and plan are agreed by the Adoption Support Service Advisor (ASSA) and this includes agreement regarding the provision of financial support/allowance.

### **4. Provision of Financial Support**

As part of the Special Guardianship Support Plan pre-Order, financial support arrangements are discussed and clarified. Post Order, Special Guardians can request an assessment for support, including financial support. The payment of financial support is at the discretion of the Agency. Special Guardianship Allowances are means tested. A financial review is completed on an annual basis of allowances. State benefits and tax credits/universal credit are available to Special Guardians in the same way as they are for any parent and the Agency has a key role in supporting Special Guardians to access all benefits and exemptions to which they may be entitled to.

The Agency must take account of any other grant, benefit, allowance or resource available to the person in respect of his/her needs as a result of

becoming the Special Guardian of a child. Any financial support paid by the Agency is not designed to replace benefits and tax credits.

## **5. When can Financial Support be Considered**

Regulation 6 of the Regulations states:

“Financial support may be paid to a Special Guardian or prospective Special Guardian:

- a. To facilitate arrangements for a person to become the Special Guardian of a child where the Local Authority considers such arrangements to be beneficial to the child’s welfare; or
- b. To support the continuation of such arrangements after a Special Guardianship Order is made.”

When the Regulations are quoted in this policy, they refer to the Local Authority, as cited in the Regulations. Together for Children Sunderland (the Agency) have responsibility for providing services on behalf of Sunderland City Council.

## **6. Criteria for Financial Support**

Together for Children has the authority to provide financial support to enable applicants to become Special Guardians, or after the Order is made, to enable the Special Guardianship to continue, where there are assessed needs. Regulation 6(2) allows financial support to be paid if one of the following circumstances in a. to d. applies:

- a. Where the Local Authority considers that it is necessary to ensure that the Special Guardian or prospective Special Guardian can look after the child;
- b. Where the Local Authority considers that the child needs special care, which requires a greater expenditure of resources than would otherwise be the case because of illness, disability, emotional or behavioural needs or the consequences of past abuse or neglect;
- c. Where the Local Authority considers that it is appropriate to contribute to any legal costs, including Court fees. This could include Court fees associated with the application for a Special Guardianship Order or any application to vary or discharge such an Order; an application for an Order under section 8 of the Children Act 1989; or an Order for financial provision to be made to or for the benefit of the child;
- d. Where the Local Authority considers it appropriate to make a contribution to the expenditure necessary for the purpose of accommodating and maintaining the child, including the provision of furniture and domestic equipment, alterations to and adaptations of the home (See Appendix A),

provision of means of transport and provision of clothing, toys and other items necessary for the purpose of looking after the child.

Payment of financial support under (b) is intended where the child's condition is serious and long-term. For example, where a child needs a special diet or where items such as shoes, clothing or bedding need to be replaced at a higher rate than would normally be the case for a child of a similar age who was unaffected by the particular condition.

In many Special Guardianship arrangements, family time between the child and their relatives or others with whom the Local Authority considers the child to have a beneficial relationship, is very important. Where assistance with travel costs is required, this may be provided as part of any financial support provided under Regulation 6(2)(b) to support the arrangements for ensuring the Special Guardian can look after the child.

#### **7. Remuneration for former Foster Carers (who received payment for skills)**

Regulation 7 states where the Special Guardian or prospective Special Guardian previously fostered the child and they received an element of remuneration, this being payment for skills, the Local Authority has the discretion to continue to pay that element of remuneration for two years from the date of the Special Guardianship Order. The decision to include an element of remuneration (payment for skills) must be taken before the Special Guardianship Order is made and the assessment/support plan must determine that such remuneration is necessary to facilitate arrangements for a person to become a Special Guardian.

The support plan will specify the arrangements for the payment of this remuneration. The Special Guardian will also be supported to access benefits, including child benefit.

#### **8. Consideration of financial support regarding accommodation**

Regulation 6(2)(d) allows:

Together for Children to consider support to enable carers to provide long-term care for a child in certain circumstances (see appendix A for details)

## 9. Method of Payment

Under Regulation 8, financial support may be paid either:

- i) **periodically**, if it is provided to meet a need which is likely to give rise to recurring expenditure; or
- ii) by a **single payment**; or
- iii) if the Local Authority and the Special Guardian or prospective Special Guardian agree, by **instalments**.

## 10. Financial Assessment and Review of Arrangements

As Special Guardianship allowances are means tested, a financial assessment is completed pre-Order by the Finance Team after they have been forwarded the relevant documents by the worker in the Connected Carer's Team, if this is identified within the support plan. Post Order.

The Agency will use its weekly in-house fostering allowance (based on the age-related fostering allowance) as its baseline for calculating the Special Guardianship allowance, using the Department of Education Means-Test Model which will take into consideration:

- a) the financial resources available to the Special Guardian(s) or prospective Special Guardian(s);
- b) the amount required by the Special Guardian(s) or prospective Special Guardian(s) in respect of his reasonable outgoings and commitments (excluding outgoings in respect of the child);
- c) the financial needs and resources of the relevant child.

The following support can be provided without the need for a means-test:

- The initial costs of accommodating a child who has been Looked After;
- Recurring travel costs in contact arrangements;
- Any special case requiring greater expenditure due to illness, disability, emotional or behavioural difficulties or the consequences of the past abuse or neglect of a child previously looked after;
- Where consideration is being given to including an element of remuneration in financial support payments to ex-foster carers – so that Local Authorities can maintain the amount paid to a foster carer who goes on to become a Special Guardian for the transitional period (two years).

The only circumstance in which the Local Authority must disregard means is when they are considering providing financial support in respect of legal costs, including fees payable to a court.

Together for Children also has a responsibility in the Regulations to review arrangements. The illustration of the process for this is as follows:

Year 1	Year 2	Year 3	Year 4	Year 5
Order Granted	Full Assessment and Financial Review	Financial Review Only	Full Assessment and Financial Review	Financial Review Only

Therefore, alternate years from year 2 onwards a full review will take place, which is a combination of a financial review and re-assessment of child and carer needs, to ensure that the level of need is met through the existing plan and also that eligibility criteria is met. In between these full reviews, there will be an annual financial review only. This pattern of review will continue until such time as:

- a) the child ceases to have a home with the carer;
- b) the child ceases full-time education or training and commences employment;
- c) the child qualifies for income support or jobseeker's allowance in his own right; or
- d) the child attains the age of 18 unless he continues in full-time education or training, when it may continue until the end of the course or training, he is then undertaking.

These reviews will be completed by the Finance Team and Connected Carers Team accordingly. This requires information being requested from the Special Guardians to allow for a financial calculation to be made and engagement with a review of their needs and that of the child(ren) they have the SGO for. If there is any significant change to the amount calculated or support provided the Special Guardians will be informed in writing and will have 28 days to make representation regarding this.

## **11. Terms & Conditions**

Regulation 10 provides that financial support that is to be paid periodically is not payable until the Special Guardian(s) or prospective Special Guardian(s) agree to the following conditions. As the Local Authority has the discretion to impose any appropriate condition this will apply for the purpose of any financial support provided.

As outlined within the Terms & Conditions, during the period in which financial support is provided, it will always cease to be payable to the Special Guardian or prospective Special Guardian if the child or young person:



- a) ceases to have a home with him; or
  - b) ceases full-time education or training and commences employment (including paid apprenticeships); or
  - c) qualifies for universal credit or job seeker's allowance in his own right:
- or
- d) reaches the age of 18 years, (unless he continues in full-time education or training, when it **may** continue until the end of the course or training, he is then undertaking)

The Special Guardian or prospective Special Guardian must agree to:

- a) inform Together for Children immediately if the Special Guardian changes his or her address, the child/young person dies, or there is a change in the financial circumstances of the Special Guardian or the needs or resources of the child, or if any other the events occur which would lead to the cessation of the support/allowance
- b) complete and supply Together for Children with appropriate annual financial documentation (which forms part of the Special Guardianship Order allowance annual review) of his financial circumstances, the financial needs and resources of the child or young person, and his address and whether the child/young person still has a home with him.
- c) engage in an assessment of their needs and that of the child(ren) to review the circumstances, to ensure that the Support Plan continues to meet identified needs

Together for Children may suspend or terminate the payment of financial support/allowance, and seek to recover all or part of the monies paid, if any of the above conditions are not complied with, but where the non-compliance is the failure to provide annual financial documentation, the Agency is under a duty to send the Special Guardian a written reminder of the need to provide this documentation and to give the person 28 days within which to comply or payments will cease.

## **12. Contact Details for Enquiries**

Enquiries about the support to Special Guardians and Prospective Special Guardians can be made to the Connected Carers Team on the Duty Number, 0191 5615667, during office hours.

### Policy for Funding Extensions & Adaptations to the Homes of Together for Children Carers

#### 1. Purpose of Policy

- 1.1 Together for Children Sunderland Limited is an arm's length company that carries out the statutory children's social care functions of the Local Authority, Sunderland City Council. As a result, this Policy refers to Together for Children rather than the Local Authority.
- 1.2 This Policy sets out the criteria adopted by Together for Children, acting on behalf of the Local Authority, which allows for funding support to be provided to enable carers to adapt their homes and is designed to increase the likelihood and capacity to accommodate cared for children locally and in particular to provide for additional capacity to secure permanence for sibling groups with carers. This is in line with The Special Guardianship Regulations 2005, Regulation 6(2)(d)
- 1.3 This Policy sets out the circumstances in which this type of funding support will be considered.

#### 2. Scope of Policy

- 2.1 This Policy covers all requests for home extensions and adaptations from Together for Children carers, where it is assessed as necessary to do so to meet the needs of the child.
- 2.2 This Policy also covers all such requests from carers registered with other local authorities, and independent or voluntary agencies where the carers are caring for or considering caring for Sunderland cared for children.

#### 3. Definitions

- 3.1 **Permanence** | this refers to the plan for a child to remain with a carer for the remainder of their childhood and into adulthood.
- 3.2 **Staying Put** | Staying Put refers to circumstances where a cared for child in a foster family who turns 18 remains living with the same foster carer, no longer as a cared for child, but as an adult, as occurs in many birth families.
- 3.3 **Cared for Review** | this refers to the independent review of cared for child's circumstances and care plan. There is legal requirement for these reviews to be held regularly and for the reviews to challenge and endorse plans being made for cared for children.
- 3.4 **Cared for Children** | cared for children are all those children who are cared for by Together for Children, either as a result of a Court Order authorising Together for Children to care for a child or by voluntary agreement of the child's birth parent

#### 4. Legal Framework

- 4.1 Together for Children has a duty to provide sufficient accommodation for cared for children as set out in the Children Act 1989. Section 22G of the

1989 Act requires local authorities to take strategic action in respect of those children they care for and for who it would be consistent with their welfare for them to be provided with accommodation within their local authority area. In those circumstances, section 22G requires local authorities, so far as is reasonably practicable, to ensure that there is sufficient accommodation for those children that meets their needs and is within their local authority area.

- 4.2 The power to provide funding for home adaptations in this case is to be found in The Regulatory Reform (Housing Assistance) (England and Wales) Order 2002 and The Special Guardianship Regulations 2005, Regulation 6(2)(d).

## **5. Eligibility Criteria for Provision of Funding for Home Adaptations**

- 5.1 Consideration of the provision of funding support for home extensions/adaptations for carers will be given in the following circumstances:

(a) Where siblings are living in a foster family and the best plan for them, as endorsed via a statutory cared for review, is to remain placed together in that family, and where such a permanence plan cannot be implemented without the provision of an extension or alternative home due to an inadequate number of bedrooms;

(b) Where the best plan for a child, as endorsed via a statutory cared for review, is to be fostered permanently by the foster carer of a sibling of his or hers, but where this plan cannot be implemented without the provision of an extension or alternative home due to inadequate number of bedrooms;

(c) Where the best plan for a child, as endorsed via a statutory cared for review, is to live with carers via an SGO or CAO but where this plan cannot be implemented without the provision of an extension or alternative home due to inadequate numbers of bedrooms; or

(d) Where a home extension or adaptation or alternative home is essential to provide a permanent home for a cared for child with disabilities, and where this plan has been endorsed via the statutory cared for review.

(e) No funding support will be provided if the property is rented/leased or in shared ownership (with exception of a Government Shared Ownership scheme with suitable permissions);

(f) Three quotes are required for work and Together for Children has ultimate choice of contractor;

(g) CDM<sup>1</sup> responsibility lies with Contractor and homeowner;

(h) Together for Children pays the Contractor not home-owner and reclaims any VAT, as appropriate in accordance with regulations; and

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<sup>1</sup> Construction (Design and Management)

(i) It will only be considered where legal lien/charge to be levied as part of agreeing the works can be undertaken.

## **6. Process for Approval**

6.1 All applications for funding via this scheme will require approval by the Director of Children's Social Care in consultation with the Director of Finance.

## **7. Legal Agreements**

7.1 Any projects agreed will be subject to legally binding contracts between the carers and Together for Children with a sliding scale of payback should the increased capacity not be delivered or in the event of the care ending unexpectedly, carers terminating their registration, or the carers selling the property at an enhanced value within a 5-year period.

▪ 7.2 If the property is sold within the 5-year period, the following payback thresholds will apply:

- 0-1 year 100%
- 1-2 years 80%
- 2-3 years 60%
- 3-4 years 40%
- 4-5 years 20%

## **8. Checklist for request to be made to the Director of Children's Social Care and Director of Finance**

- Approval agreed by SGO Panel to progress for Director Decision
- Three formal quotes received from local building companies
- VAT status of building companies, check completed
- Confirm if legal charge is in place against the property where appropriate
- Confirm that the legal agreement has been drafted, pending decision by Directors