



## Financial Support Policy for Permanent Care Arrangements

### Adoption and Special Guardianship Allowances

1. The scheme is designed to enable Birmingham Children's Trust to pay financial support to the carers of children who are the subjects of permanence arrangements such as Adoption Orders (AO) or Special Guardianship Orders [SGO], as it is necessary to ensure that the Adopter or Special Guardian can look after the child/ren who are the subjects of the order. This financial support will be assessed as required, and is not an automatic payment. This policy sets out the criteria for eligibility and the circumstances which may justify financial support. Such support may be in addition to other services which may be available.
2. This policy is based on the principle that the criteria for and level of allowance should be the same whether a child is subject to an Adoption Order, or a Special Guardianship Order.
3. This policy is also based on the principle that where a permanency order is agreed as being in the child's best interest there should be no financial disincentive for the Foster Carer to become the permanency carer.
4. This policy sets out the criteria for eligibility and the circumstances which may justify financial support. This will be assessed, as required, and is not an automatic payment.
5. This guidance should be read in conjunction with the regulations in respect of each order as detailed in the appendix.
6. Birmingham Children's Trust will consider providing financial support for a AO/SGO in circumstances where a child is subject of a Court Order placing him/her in the care of someone other than his/her parents, and the effect of this order was that the child would not become long term looked after by Birmingham Children's Trust. The following criteria **must** be met:

- a. The child must have been looked after by Birmingham Children's Trust at some time in the 12 months before the order was made and must be ordinarily resident in Birmingham at the time the order was made or when the financial support is first agreed.

**or**

**b.** The permanency order was made in public Court proceedings instigated by Birmingham Children's Trust.

**and**

**c.** The Permanence Resource Panel decides that an allowance is required to support an order and prevent a child becoming long term looked after by Birmingham Children's Trust.

7. The payment of the financial support is subject to an [assessment](#). State benefits and tax credits are available to the holders of such orders in the same way as they are for any parent and there is an expectation that carers will apply. Any financial support paid by the Trust must not duplicate any benefit payments and any such payments will be taken into account in the assessment.
8. The payment of financial support by the Trust is governed by the Regulations in respect of these orders. The Trust shall normally make payments only for:
  - a) **Children who are looked after**  
To enable a child who is being looked after by the Trust to be securely placed so as to enable the child to leave the care of the Trust and where financial support is assessed as appropriate to achieve this;
  - b) **Children for whom the arrangement is a direct alternative to care**  
Children where the arrangement is considered a direct alternative to care and the permanency order was made in public Court proceedings instigated by Birmingham Children's Trust.
8. The need for financial support will be determined using the Birmingham Children's Trust's financial assessment.
9. There may be circumstances that warrant a single payment to support a placement and agreement to such a payment when it exceeds £1000 needs to be made at the [Permanence Resource Panel](#). The support plan would need to include this payment and the reason for its provision. This excludes the purchase of property, vehicles and financing extensions.
10. The support plan needs to detail the basis upon which financial support is determined; whether the financial support will be paid in the form of a regular allowance or one/off payment; how much the financial support will be; what period it covers and the mechanism for reviewing the timescale.
11. The financial support payable by the Trust will not include any element of remuneration (fee) for the care of the child unless:
  - The applicant is a registered Foster Carer in respect of the child.

12. Different arrangements and criteria apply to present Foster Carers who obtain one of the above permanency orders for a child in their care.
13. The next section of the guidance is therefore split between applicants who are not Foster Carers of the child and those that are.

### **Applicants Who Are Not Presently the Foster Carer of the Child**

14. Applicants who are not presently the Foster Carer of the child must meet the criteria as outlined in paragraph 6 or the child must be placed with the applicants as a result of a direct alternative to care e.g. Birmingham Children's Trust must have been involved in determining that the child should be matched with that specific carer.
15. The approval of the allowance is determined by the needs of the child and the financial circumstances, including the benefits being paid to the applicants.
16. It is recommended that for AO/SGO Order applications the assessment of financial eligibility commences when a child is identified as a possible match for the applicants or prior to placement where possible.
17. The child's circumstances where an allowance may be paid are:
  - a. The child needs special care as a result of illness, disability, emotional or behavioural difficulties or the consequences of abuse or neglect.
  - b. Where it is necessary to make special arrangements to facilitate the arrangement by reason of age, ethnic origin or the desirability of being placed with siblings.
  - c. Where Birmingham Children's Trust considers it necessary to ensure that the carer can look after the child.
18. The financial circumstances of the applicant are assessed using the Birmingham Children's Trust financial assessment. Supporting documentation must be provided by the applicant to evidence the financial information provided. If the applicant is in receipt of income related benefits a financial assessment is not required although documentary proof of the benefit is still required.
19. The allowance if approved is payable at the rate of Birmingham Children's Trust's fostering maintenance payment for a child of the same age minus any benefit payments received in relation to that child i.e. the allowance paid will be adjusted in respect of the income of the applicants and minus any benefit payments received.
20. For those carers in receipt of income related benefit, child benefit will not be deducted from the allowance paid.

21. Approval for the payment of one of these allowances is made by the Permanence Resource Panel. Permanence Resource Panel will consider reports which evidence the child's care history and family circumstances, the child's needs and the financial circumstances of the applicant.
22. There will be an annual review of the allowance which will determine whether the child is still living with the carers and a financial re-assessment to determine whether the financial criteria are still met. The rate payable will also be reviewed and in particular amended if there has been a change to Birmingham Children's Trust's fostering maintenance level, the child has moved into a different age bracket or there is a change in financial circumstances. The payment of the allowance will cease if:
  - a. the child ceases to have a full-time home with the Adopter or Special Guardian.
  - b. the child ceases to be ordinarily resident in the UK
  - c. the child ceases full-time education or training and commences employment.
  - d. the child qualifies for income related benefit or Jobseeker's Allowance in their own right, or
  - e. 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 year he/she is then undertaking.

### **Applicants Who are Presently the Child's Foster Carer**

- 23 Foster Carers include Children's Trust, Independent and Connected Persons who have been formally approved as Foster Carers.
24. An AO/SGO offers a positive permanence and family option for many children/young people and their carers. Where an AO/SGO for a child/young person is made, the child/young person ceases to be looked after and the Adopter/Special Guardian is granted Parental Responsibility. This can have a number of beneficial aspects for children/young people and Adopters/Special Guardians.
25. To enable the Foster Carer to decide whether to apply for a permanency order the assessment of the child's and birth family's circumstances to determine whether an application to Court should be considered and whether the criteria for exceptional or transitional payments should apply (the above criteria will be met). This assessment should be undertaken as soon as it has been agreed an AO/SGO is being considered or at the time the Foster Carer requests to be considered as the permanent carer for the child/ren.

26. Where an AO/SGO is deemed to be in the best interest of the child and the Foster Carers, the child's Social Worker or supervising Social Worker assisting with the setting up of the AO/SGO and arranging the AO/SGO Support Plan will ensure specific needs are addressed.

### **Exceptional Payments**

27. Foster Carers will already be receiving fostering payments for the child and a principle is established that where a permanency plan has been agreed as being in the child's best interest consideration can be given prior to the Adoption Matching Panel or Court application for SGO by the Permanence Resource Panel to agree payments for that child up until the age of 18.
28. The Permanence Resource Panel will consider reports which evidence that the child is presently cared for by the Foster Carers, the amount of fostering payments presently paid and evidence of the decision that it is in the best interest of the child to remain permanently in the Foster Carer's care.
29. The maintenance rate payable will be reviewed annually and in particular amended if there has been a change to Birmingham Children's Trust fostering maintenance level, or the child has moved into a different age bracket.
30. In addition where the child is aged 11 years at the time of taking out an SGO, the young person would be able to access leaving care financial support at a rate commensurate with that which a young person remaining in looked after care would receive (at age 18) follow the same principles as the post 18 fostering policy i.e. Staying Put (see appendix 1).
31. AO/SGO holders will receive in writing confirmation of agreement to the exception payments up until that child has reached 18 years of age.

### **Transitional Payments**

32. Financial support cannot normally include the payment of remuneration to the AO/SGO for the care of the child. However, where the AO/SGO holder previously fostered the child, and they received an element of remuneration in the financial support paid to them as the child's foster parent, the Children's Trust may continue to pay that element of remuneration for 2 years from the date of the AO/SGO. These payments can continue for longer than 2 years if the Trust considers it appropriate.
33. The purpose of the 2 year transitional provision is to enable the Trust to maintain payments to Foster Carers who become AO/SGO holders, at the same rate as they received when they were fostering. This should give the family the time to adjust to their new circumstances.

- 34.** Where the protected allowance has been agreed, prior to the adoption match/SGO Court, for a period of 2 years this can in exceptional circumstances, continue beyond the 2 years if this is justified by the needs of the child. Any such request will be considered by the Permanence Resource Panel. The child's circumstances where the protected allowance can continue are:
- a)** The child needs special care as a result of illness, disability, emotional or behavioural difficulties or the effects of abuse or neglect.
  - b)** Where it is necessary to make special arrangements to facilitate the arrangement by reason of age, ethnic origin or the desirability of being placed with siblings he/she has lived with.
  - c)** Where Birmingham Children's Trust considers it necessary to ensure that the carer can look after the child.
- 35.** There will be an annual financial review undertaken which will determine whether the child is still living with the applicant.
- 36.** There will be a financial re-assessment to determine whether the child is still living with the carers.
- 37.** The rate payable will also be reviewed and in particular amended if there has been a change to Birmingham Children's Trust's fostering maintenance payments or the child has moved into a different age bracket.
- 38.** The allowance payable is equivalent to the weekly age related fostering maintenance allowance and remuneration previously received (excluding, Christmas gift and allowance payments, birthday gift payments, annual equipment and holiday allowance payments) by the Foster Carer minus any benefits received for the child i.e. child benefit.
- 39.** The same principle will apply to Independent Foster Carers up to a maximum amount equivalent to the age related and remuneration payment that could be paid to a Birmingham Children's Trust Foster Carer.
- 40.** For those carers in receipt of income related benefits child benefit will not be deducted from the allowance paid.

### **All Applicants**

- 41.** The payment of the allowances for the orders will cease if:
- a)** the child ceases to have a full time home with the holder of the order.
  - b)** The child ceases to be ordinarily resident in the UK.

- c) the child ceases full-time education or training and commences employment.
  - d) the child qualifies for Income Support or Jobseeker's Allowance in his own right,  
or
  - e) the child attains the age of 18 unless they continue in full-time education or training, when it may continue until the end of the course year he/she is then undertaking.
42. It is the **responsibility** of the holder of the order to notify the Trust 3 months before the child's 18th birthday that they intend to remain in education so that a request can be considered by the Permanence Resource Panel. Without such a notification the payments will cease when the young person becomes 18 and cannot recommence.

### Conditions of Financial Support Paid Periodically in Respect of Adoption and SGO

43. Financial support that is to be paid periodically is not payable until the Adopter or Special Guardian agrees to the following conditions:
- a) that he/she will inform the Children's Trust immediately if:
    - i. he/she changes their address
    - ii. the child dies
    - iii. the child leaves the UK for a period longer than a month
    - iv. any of the changes mentioned in section 34 relating to the cessation of financial support, occur; or
    - v. there is a change in his/her financial circumstances or the financial needs or resources of the child which may affect the amount of financial support payable to him/her and,
    - vi. where the information is given orally, that he/she will confirm it in writing within 7 days.
  - b) that he/she will complete and supply the Children's Trust with an annual statement as to the following matters:
    - i. his/her financial circumstances
    - ii. the financial needs and resources of the child
    - ii. his/her address and whether the child still has a home with him/her.

43. The Children's Trust should be prepared to provide advice and assistance on completing the forms, on request where necessary.
44. Where any condition imposed is not complied with, the Children's Trust may suspend or terminate payment of financial support and seek to recover all or part of the financial support they have paid.
45. However, where the condition not complied with is a failure to provide an annual statement, the Children's Trust may not take any steps to suspend, terminate or seek to recover financial support until they have sent to the person who entered into the agreement a written reminder of the need to provide an annual statement; and 28 days have expired since the date on which the notice was sent.

## Appendices

Appendix 1: [Adoption Statutory Regulations](#)

Appendix 2: [SGO Regulations](#)

Appendix 3: [Staying Put Policy](#)