

Residential Charging Policy

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Creator	Author(s)	Martin Barker	
	Approved by	Janette Savage	
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	Head of Service	Janette Savage	
	Director	Debbie Middleton	
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Contact	Martin Barker – Strategic Business Manager		

Contents

1.	Introduction	4
2.	Overview	4
3.	Scope	4
4	Legislative and Regulatory Framework.....	4
5.	General Principles	6
6.	Temporary Care	7
7.	Respite Care	7
8.	Couples (as defined under the Care Act)	7
9	Financial Assessment	7
10.	Assessment of Capital	8
11.	Treatment of Income.....	9
12.	Disregarded income	9
13.	Notional Income	10
14.	Deprivation of Assets	10
15.	Treatment of Property	10
16.	Disregards and Allowances.....	11
17.	How the contribution is calculated	11
18.	Top ups	12
19.	Deferred Payment Scheme	12
20.	Security for the Deferred Payment agreement (DPA)	14
21.	Cessation of the DPA	14
22.	Refusal to offer a Deferred Payment.....	15
23.	Termination of the Agreement.....	15
24.	Fees and Charges	15
25.	Arrangements for People Who Lack Capacity	16
26.	Payment	16
27.	Self-Funding	16
28	Annual Reviews	17
29.	Benefits Advice	17
30.	Debt Recovery.....	18
31.	Review.....	18
32.	Appeals	18
33.	Fraud and Misrepresentation	19
34.	Roles and Responsibilities	19
35.	Communications.....	19
36.	Monitoring and Review.....	19
37.	Information Sharing.....	19
38.	Data Protection	20
39.	Delivering the Policy.....	20
40.	Evaluation	20

1. Introduction

1.1 Middlesbrough Council is committed to ensuring every resident in a care home setting receives all the financial support they are entitled to, in accordance with the Council's financial regulations and the Care Act 2014.

1.2 This policy sets out the legal and regulatory context, the financial assessment process and the review and appeals process for residential charging. It provides a fair and transparent framework consistent with the Council's wider fees and charges and debt management protocols.

Any conflict between the policy and legislation will be resolved by reference to the legislation.

2. Overview

2.1 The Care Act 2014 provides a single legal framework for charging for care and support under Sections 14 and 17. It enables a local authority to decide whether to charge a person when it is arranging to meet a person's care and support needs. The framework is intended to make charging fairer and more clearly understood by everyone.

2.2 The Statutory government guidance is in place to ensure that all charges are fair and service users' incomes are not reduced below defined limits resulting in service users unable to pay. This policy has been produced in accordance with that guidance.

3. Scope

3.1 The policy provides clear guidance for all Council officers, partners and Middlesbrough residents on the Council's approach to ensure consistency of assessment, fairness and clear and transparent charging for residential care.

3.2 It also promotes wellbeing, social inclusion, and supports the Council's vision for social care of personalisation, independence, choice and control having regard to the principles provided in the statutory guidance.

4 Legislative and Regulatory Framework

Legislative and regulatory framework

The key elements of the legislative and regulatory framework are set out below:

The Care and Support (Charging and Assessment of Resources) Regulations 2014	Provides the local authority with the legal authority to set local social care charges.
Care and Support Statutory Guidance, Department of Health, 2014	Provides Local Authorities with a framework to ensure that care charging policies are fair, reasonable, transparent and consistent.
The Care Act 2014	Provides a single legal framework for charging for care. Where a local authority arranges care and support to meet a person's needs, it may charge the adult, except where the

	<p>local authority is required to arrange care and support free of charge (for example Section 117 or CHC funded cases)</p> <p>This framework is intended to make charging fairer and more clearly understood by everyone.</p>
Equality Act 2010.	The 2010 Act is an amalgamation of previous anti-discrimination laws. It is a law which protects from discrimination of unfair treatment on the basis of certain personal characteristics such as age.
General Data Protection Regulation 2016 (GDPR) and Data Protection Act 2018 (DPA2018)	<p>The GDPR / DPA2018 place a duty on local authorities to comply with the data protection principles relating to processing of personal data:</p> <p>(1)(a) Lawfulness, fairness, and transparency;</p> <p>(1)(b) Purpose limitation;</p> <p>(1)(c) Data minimisation;</p> <p>(1)(d) Accuracy;</p> <p>(1)(e) Storage limitation;</p> <p>(1)(f) Integrity and confidentiality (security);</p> <p>(2) Accountability (including the rights of data subjects).</p>
Freedom of Information Act (FOIA) 2000	Under the FOIA, a local authority has a duty to make information available to the public upon request, unless specific exemptions apply. It is also obliged to proactively and routinely publish information that has been frequently requested in the past in its Publication Scheme.
Local Government Acts 1972, 1985, 1988 and 1992, Lord Chancellor's Code of Practice on Records Management (S46 Freedom of Information Act)	The Acts establish requirements for the management of records and information and gives implied authority to share certain kinds of information with partners.
Care Act 2014 and Statutory Guidance Annex D	The Act by which the local authority is authorised to charge for social care support; and the rules imposed on the local authority regarding recovery of such debt.
Family Law Act 1996	An Act of Parliament governing divorce and marriage.
Tribunal Courts and Enforcement Act 2007	An act which makes provision for tribunals and inquiries, particularly relating to the enforcement of judgments and debts.
Regulation of Investigatory Powers Act 2000 (RIPA)	RIPA governs the use of covert surveillance by public bodies.

This policy will provide assurances to residents that the Council is complying with all elements of the Care Act 2014 and provide a formal document for reference should the need for residential care occur in the future.

The policy will be formally be reviewed every three years, or sooner if revised legislation is laid down by Central Government.

Other Council Policies, Procedures and Standards.

This policy should be read in conjunction with other policies and is not intended to replace any. Should any conflict arise, those existing policies will be given priority where appropriate to do so noting item 6 above.

Data Protection Policy	This summarises the Data Protection Policy position of Middlesbrough Council and how it will comply with legislation, and associated codes of practice and official guidance in relation to the processing of personal data.
Records Retention Schedule	This defines how long different records should be retained to comply with legal, regulatory or other requirements and the proper arrangements for archiving and destruction.
Records Management Policy and supporting procedures	This provides a framework for ensuring that the Council's records are well kept and that the systems used to hold them are fit-for-purpose.
Information Security and Infrastructure Security Technical Policies	These set out policies and standards for the management and maintenance of the security of Council infrastructure and applications.
Vital Records Standards	This sets out how vital records will be identified and the steps to be taken to ensure their protection and preservation.

5. General Principles

5.1 For Council-arranged residential and nursing care home placements that have to be assessed to meet a person's needs, charges will apply, except where the Council is required to arrange care and support free of charge. For example Section 117 or CHC funded cases. These charges will commence from the date when the fund has been agreed following a care needs assessment.

5.2 The following types of care and support must be arranged free of charge by the Council, as per the statutory guidance:

- Intermediate care, including reablement, which will be provided free of charge for up to six weeks.
- Care and support provided to people with Creutzfeldt-Jacob Disease.
- After-care services/support provided under section 117 of the Mental Health Act 1983.
- Any service or part of service which the NHS is under a duty to provide. This includes:
 - Continuing Healthcare and the NHS contribution to Registered Nursing Care.
 - More broadly, any services which the Council is under a duty to provide through other legislation may not be charged for under the Care Act 2014.
 - Assessment of needs and care planning may also not be charged for, since these processes do not constitute "meeting needs".

- Joint funded services – service users will be required to contribute towards the total cost of the services funded by the Council.

6. Temporary Care

6.1 A full financial assessment will be carried out for temporary care services. There may be additional sums allowed as part of the financial assessment for ongoing home expenses.

When one partner of a couple enters temporary care, the Council will try to ensure that the spouse remaining at home will be left with sufficient funds to enable them to meet their day to day living expenses.

7. Respite Care

7.1 For periods of respite care, a standard charge per night is applied where the Council has funded a placement. A financial assessment can be requested should a service user be unable to afford the charge.

8. Couples (as defined under the Care Act)

8.1 Where only one of a couple is a service user and the couple elects to be assessed individually, then the Council will only have regard to the resources of the service user, unless there are reasonable grounds to suggest that a partner has a resource to which the service user has a legal entitlement e.g. the service user lacks capacity, and their income is being paid directly to the partner. In these circumstances this resource may be taken into consideration.

8.2 Where the stay in a care home is on a temporary basis, and it would be financially beneficial for the service user and their partner to be treated as a couple then the service user can request a “better off” financial assessment to be undertaken.

9 Financial Assessment

9.1 A means-tested financial assessment will be undertaken for all service users who receive residential services to establish their ability to contribute towards the services they receive.

9.2 The financial assessment will be carried out by an appropriate officer within 28 days providing all the supporting evidence is available.

9.3 If a service user declines a financial assessment or refuses to disclose full financial information, they will be required to pay the full cost of their residential care services. Any requests for a backdated assessment will only be considered from when the care needs assessment was requested and payments would be made to the provider.

9.4 The basis of the financial assessment is to ensure that service users have sufficient money to meet their residential care costs.

9.5 The financial assessment will consist of:

- a. An assessment of capital and income
- b. An assessment of disregards and personal allowances
- c. A comprehensive benefit check

9.6 The application form can be completed online at: <https://www.middlesbrough.gov.uk/asc-financial-assessment> or in some circumstances, a visit can be arranged for the those residents who are considered vulnerable, as outlined in the Council's Vulnerability Policy <att1018260.pdf> ([middlesbrough.gov.uk](https://www.middlesbrough.gov.uk)).

9.7 Confirmation of charges will be sent in writing or by electronic means following the completion of the financial assessment and any additional checks that may be necessary. Care charges will apply from the date of when the care needs assessment has been completed and funding has been agreed.

9.8 Service users will be informed as to the calculations on which the assessment was based. Any changes to income or circumstances that may impact upon any contribution must be reported within 14 days of the change. Service users can request a financial assessment review at any time if they believe their circumstances have changed.

9.9 Failure to report a relevant change of circumstances will result in the service user being invoiced for the increased contribution from the date that the change occurred once this has been identified by the local authority.

9.10 Whilst the Council will undertake an annual review of all assessments, residents should report all changes in their family unit or financial circumstances straight away to prevent any overpayments occurring. Should any changes result in an overpayment due to an undeclared change in circumstances, the Council reserves the right to recover such funding from a resident.

10. Assessment of Capital

10.1 The majority of capital is considered in the financial assessment. The following list contains the main capital types that are included; however, this list is not exhaustive:

- Bank / Building Society balances
- Stocks and Shares
- Premium Bonds
- National Savings Certificates
- Income from any Trust Funds (except for any personal injury funds administered by the High Court, the County Court or the Court of Protection, which income is disregarded)
- The value of the service user's interest in a property that is not their main or only home (the circumstances surrounding this would be considered and legal advice sought on a case-by-case basis if required).
- The service users own property depending on their circumstances (see paragraph 15 below regarding deferred payments)

10.2 Capital limits are set as :

- The lower limit £14,250 (£28,500 for a couple) below which capital is disregarded in full.
- The upper limit £23,250 (£46,500 for couples) from which point the full cost for services provided will apply, and this may also include an arrangement fee.
- Services users with capital between the upper and lower capital limits will be treated as having a "tariff" income of £1 for every £250 or part thereof.

10.3 The value of investment bonds will generally be included in the financial assessment as a capital asset. The main exception to this will be where the bond includes one or more elements of life insurance policies that contain cashing-in rights for total or partial surrender, in which case the value of these rights will generally be disregarded.

The Council recognises that investment bonds can be complex, and it retains the discretion to consider the treatment of these on a case-by-case basis.

11. Treatment of Income

11.1 The majority of income (which also includes most benefits) will be taken in account and are shown below. It should be noted that this list is not exhaustive.

- Attendance Allowance
- DLA Care Component
- PIP Daily Living Component
- Carers Allowance
- Employment and Support Allowance
- Incapacity Benefit
- Severe Disablement Allowance
- Income Support
- Job Seekers Allowance
- Pension Credit
- State Retirement Pension
- Industrial Injuries Disablement Benefit
- Occupational (work) Pensions *
- Universal Credit (less Payments made for housing costs)
- Income generated from a Personal Injury Award will be included in full whether paid as a lump sum capital payment, monthly income or interest payments.

11.2 Occupational pensions are fully taken into account in the financial assessment unless an individual is paying half of their occupational pension, personal pension or retirement annuity to their spouse or civil partner in which case the Council will disregard 50% of its value.

11.3 For those who have purchased an annuity with a loan secured on their main or only home, this is known as a 'home income plan'. Under these schemes, a person has purchased the annuity against the value of their home – similarly to a Deferred Payment Agreement.

11.3 In order to qualify for the disregard, one of the annuitants must still be occupying the property as their main or only home. This may happen where a couple has jointly purchased an annuity and only one of them has moved into a care home. If this is not the case, the disregard will not be applied.

12. Disregarded income

12.1 There are some income types that are fully disregarded – these include:

- All income from earnings or self-employed income
- Child Tax Credit
- Child Benefit (except in circumstances where the adult is accompanied by the child for whom Child Benefit is paid, and accommodation is provided for that child under the Care Act)
- DLA Mobility Component
- PIP Mobility Component

- War Disablement Pension
- War Pensioners Mobility Supplement
- War Widows Payments
- Guaranteed Income Payments made under the Armed Forces Compensation Scheme to disabled ex-service personnel.
- Charitable or Voluntary Payments
- Fostering Allowance
- New Deal payments linked to work-based activity.

13. Notional Income

13.1 There are instances where a person(s) may be treated as having income even if they do not. This is known as notional income. This might include:

- Income that would be available on application, however, has not yet been applied for
- Income that is due but not yet received
- Income that the service user has deliberately deprived themselves of for the purpose of reducing the amount they are liable to pay for their care
- Where a service user who has reached retirement age and has a personal pension plan but has not purchased an annuity or arranged to draw down the equivalent maximum annuity income that would be available from the plan

14. Deprivation of Assets

14.1 Following investigation by the relevant officer is found that there is evidence that would suggest a service user has deliberately given away or disposed of assets (capital or income) in order to avoid care charges, then the Council will treat that person as still having those assets.

15. Treatment of Property

15.1 The value of a person's or only home (property) must be disregarded where:

- They are in a care home but the stay is temporary and either they intend to return to their home or they are selling it in order to buy a more suitable home
- They are in a care home but their home is occupied wholly or in part by a 'qualifying relative' (defined below), as their main or only home provided they have been occupying it continuously since before the person went into the care home
 - A 'qualifying relative' is:
 - The person's partner, former partner or civil partner, spouse, except where they are estranged
 - A lone parent who is the person's estranged or divorced partner
 - A relative defined who is either aged 60 or over, or is a child or is incapacitated
 - A relative is a:
 - Parent
 - Son
 - Daughter
 - Grandparent
 - Grandchild
 - Uncle
 - Aunt

- Nephew
- Niece

15.2 In certain circumstances, the council can exercise discretion in allowing a disregard of the property, although there will need to be a balance when using this discretion with ensuring a persons assets are not maintained at public expense. A property may be disregarded if it can be proven that it is:

- The sole residence of someone who has given up their own home in order for the person who is now in a care home or
- The sole residence of an elderly companion of that person.

15.3 Should the property not be fully disregarded, the value of a person's interest in their main or only home must be disregarded for 12 weeks, starting from the date the service user enters residential care permanently. During these 12 weeks the person will pay what the financial assessment determines that they can afford from their income and savings unless the property is sold within this period and then the capital will be taken into account immediately and a new financial assessment completed.

15.4 If a service user does not have liquid assets in excess of £23,250 but has a property with equity in excess of this amount, they will be offered the opportunity to apply for a Deferred Payment Arrangement. This allows them to defer or delay their care costs and repay them when the property sells or upon their death.

16. Disregards and Allowances

16.1 Where applicable the following items of expenditure will be disregarded.

(The Council may ask for evidence that demonstrates that payments are being made and/or received):

- Rent after benefit payments.
- Mortgage Payment
- Council Tax after discount and/or reduction
- Court Agreed Maintenance Payments
- Standard non-dependent deductions where the service user is a non-dependent and the tenant/homeowner has housing costs (a standard amount will be disregarded).

17. How the Contribution is Calculated

17.1 Once the financial assessment has been completed, the Council will make a decision about how much the person must contribute towards their care and support.

17.2 Where a person has capital above the upper limit (see 10.2), they must pay in full for their care and support.

17.3 Where a person has capital below the upper limit (see 10.2), the Council will carry out this calculation:

- Total of all income, including 'tariff income'
- Less any disregarded income
- Less their personal expenses allowance – this will ensure that in addition to a person's minimum income guarantee, a person is allowed to retain enough of their benefits to pay for things to meet those essential needs not being met by the local authority.

17.4 Any remaining amount after the disregards have been deducted will be the maximum

assessed contribution a service user will be required to make, dependent on the actual cost of the service.

18. Top ups

18.1 In some circumstances residential care costs may be more than the contracted rate between the council and the respective care home. There are many reasons why residential care may cost more. As an example, superior standard care may be required, a larger room is needed or other additional services being essential. The Council must ensure that there is a choice of residential care, but a person can choose to live where they choose, as long as this is within the contracted rate.

18.2 If a resident does decide to move into a residential placement which is above the council's contracted rate, they are able to do so on the understanding that a third party such as family member, a friend or a charity must be prepared to pay the difference between the care provider fees and the contracted rate for the likely duration of their stay. This is called a 'third party top-up'.

18.3 The Council must never force a person to pay a top-up fee and must always ensure that a choice is available.

- The person cannot pay the third-party top-up themselves, as all of their income and savings are taken into account in their financial assessment to establish their weekly contribution towards the cost of their residential care.
- The third-party top-up will always be the difference between the care provider fees and the councils contracted rate.

18.4 The third party will need to sign a written agreement stating that they are willing and able to meet the difference in cost and will continue to do so throughout the person's stay. If this is not provided the Council will not permit the placement.

18.5 The third party will be made aware that the top-up amount may vary as providers review their fee levels.

18.6 The person whose needs are to be met by the accommodation may themselves choose to make a 'top-up' payment only in the following circumstances:

- Where they are subject to a 12-week property disregard
- Where they have a Deferred Payment Agreement in place with the Council.
- Where they are receiving accommodation provided under Section 117 of the Care Act for mental health aftercare
- Where they are a private self-funder

18.7 The Council will recommend that the third party obtains independent financial information and advice when considering a third-party top-up.

If the third party is unable to continue to pay the difference the person may have to move to another room within the residential care home or to a different residential care home where fees are within the contracted rate.

19. Deferred Payment Scheme

19.1 The Care Act 2014 establishes a universal scheme for deferred payments which is aimed to ensure that anyone who receives residential care should not be forced to sell their home in their lifetime to pay for that care. A qualifying service user may delay the sale of their home during their transition into care. It is important to note that such an agreement does not 'write off' the debt, rather it defers the liability to pay to a later date.

19.2 A service user may enter into a legal contract with the Council which will enable the Council to reclaim the outstanding fees at a later date, either when the house is sold by the resident (or his/her estate), or where the agreement is otherwise ended. The deferral may last until death or take the form of a 'bridging loan' while the individual takes the time to decide whether they wish to sell their home. Subject to the limits as described below in para 19.5 below, it is up to the individual to decide when to sell their home.

19.3 Subject to the terms of this process, a Deferred Payment Agreement will be agreed to assist the resident with the payment of fees.

19.4 Where a person becomes a permanent resident in a care home and the value of their non-housing assets is below the upper limit (currently £23,250) the value of any home he/she would normally occupy as his only or main residence will be disregarded for the first 12 weeks of a permanent stay where arrangements are made by the Council.

19.5 Where an application for a Deferred Payment Agreement is successful, this would usually commence after the initial 12 week disregard period subject to adequate security being in place.

19.6 The option of a deferred payment agreement will be offered to anyone who meets all of the following criteria:

- Anyone who has been assessed as requiring residential or nursing care;
- Who owns a legal or beneficial interest in a property which is their main or only home and which is registered with the Land Registry;
- Who has less than £23,250 in assets (excluding the value of their home);
- Whose home is taken into account in their financial assessment;
- Who can provide adequate security for the debt (usually by way of a land registry charge over their property);
- Who agrees with the terms and conditions set out in the Deferred Payment Agreement.

19.7 If the person lacks mental capacity to enter into a deferred payment agreement, a Deputy for Property and Affairs, or Lasting Power of Attorney for Property and Affairs may enter into the agreement on their behalf.

19.8 The amount of the deferral will be agreed between the council and the service user (or their representative) and set out in the agreement. This will be reviewed every 6 months or where there has been a change of financial circumstances.

19.9 When a service user requests a deferred payment arrangement, a financial assessment will be carried out, or reviewed, to determine the amount of contribution they are liable to pay towards their care costs. Where a person wishes to enter into a deferred payment agreement, they (or their representative) must complete an application form.

19.10 The property must have a recent independent valuation, which is carried out at the expense of the service user. Based on this valuation, the council will offer a deferred payment agreement in accordance with the 'equity limit' (The equity limit is the equivalent of the value of the property, less the total amount of any debt secured on the asset, minus 10%, minus £14,250)

19.11 In the first instance, the Council will offer a deferred payment of 90% of the equity limit of the property.

19.12 The council will review the deferred payment agreement when the service user approaches 75% of the equity limit of the property or other security to identify whether the deferred payment agreement remains the best way to meet the costs.

19.13 The Council will expect the property to be adequately maintained and insured during the period of the DPA.

19.14 The Council will require a nominated person to deal with the termination of the agreement and to assist to reclaim the costs on the death of the service user.

19.15 If a relative moves into the property during the lifetime of the agreement, the council will require written agreement that the debt owed to the Council will take precedence over any beneficial interest they may accrue in the property.

19.16 The Council will charge interest at the current bank gilt rate and will levy a charge for administrative costs. The council will provide bi-annual written statements of the amount of fees deferred, interest and administrative charges accrued to date, the total amount due and the equity remaining in the property.

19.17 Any person wishing to enter into a deferred payment agreement is strongly advised to seek independent financial and legal advice. The person will need to acknowledge that the Council has advised them to do so.

19.18 The service users must notify the Council of any changes to their circumstances which would affect the agreement or the value of the property.

20. Security for the Deferred Payment agreement (DPA)

20.1 The Council must ensure that there is adequate security in place before it will enter into a DPA. This will generally be by way of a legal charge over the property.

20.2 Where a property is jointly owned, a DPA can only be offered with the agreement and written consent of all joint owners.

20.3 Where the above options are not available, the Council will consider alternative forms of security, such as a third party guarantor (if they can personally provide adequate security); or an undertaking from a solicitor; or valuable assets. These cases will be considered on an individual basis having regard to the circumstances and agreed only where the Council is satisfied that there is sufficient security to protect the Council's interests.

20.4 Security will be reviewed periodically to ensure that it remains adequate. If the value has significantly changed, the amount deferred will be reviewed.

21. Cessation of the DPA

21.1 The Council **may** refuse to defer any further charges under the following circumstances:

- Where a service user has reached the upper limit they are allowed to defer;
- Where the value of the security has decreased so the upper limit has been reached;
- Where a person becomes eligible for local authority support in paying for their care;

- Where the property becomes disregarded for any reason;
- Where a person no longer has a need for residential care;
- Where a person has breached the terms of the agreement;

The Council **must** cease any further payment:

- When a person has reached the equity limit they are allowed to defer as agreed;
- Where a person is no longer receiving care and support in a residential setting.

21.2 The Council will give not less than 30 days' notice of the date when further deferred payments will cease and will provide an indication of how care costs will be met in the future. The service user may be required to meet the future costs from their income or assets.

22. Refusal to offer a Deferred Payment

22.1 The Council may refuse to offer a deferred payment agreement where;

- It is unable to secure a charge on the property or secure other suitable security;
- The person wishes to defer a larger amount than they are able to provide security for;
- In certain circumstances, if the person is seeking a top up (see 18 above);
- The person's property is uninsured or uninsurable;
- The person does not agree to the terms and conditions of the agreement.

23. Termination of the Agreement

23.1 The deferred payment agreement may be terminated in any of the following:

- Voluntarily, by the individual (or their representative) repaying the amount due in full;
- On the sale of the property;
- When the service user dies;
- If the service user receives a capital sum that takes them over the funding thresholds;
- If a service user decides to sell their property they must notify the Council at an early stage (as per the terms of the agreement);
- Payment of the deferred amount becomes due at either the date of sale, or disposal of the property, or 9 days following the death of the service user, whichever is the earlier;
- The Council will discharge any legal charge over the property upon receipt of the full amount due.

24. Fees and Charges

24.1 The Council will charge an administration fee for arranging the deferred payment, which will include Land Registry fees for registering a charge and any other costs incurred by the Council, such as staff, management and legal costs, and ongoing costs to the Council.

24.2 Administration charges will only reflect the set-up and ongoing costs incurred in arranging the deferred payment and will be set out within the agreement.

24.3 Administration charged and interest accrued will be added to the amount deferred to be repaid at the end of the agreement. A service user can request to pay these amounts separately.

24.4 The Council will charge interest on the amount deferred. Interest will be charged at a rate set by government and will continue until the deferred amount is repaid in full. Full details of interest charges will be set out in the agreement.

25. Arrangements for People Who Lack Capacity

25.1 Section 18 of the Care Act 2014 places a duty on the Council to make arrangements for people assessed as having an eligible need for residential care who lack the mental capacity to make arrangements for themselves, if there is no other person authorised to do so under the Mental Capacity Act 2005 (for example, through Deputyship or a relevant Lasting Power of Attorney). This applies regardless of a person's financial circumstances.

25.2 Where there is a family member or a close friend who is able to act as a financial deputy, they will be advised that they should apply to the Court of Protection to take on this role. If they are unwilling to take on this role, they will be advised to contact a private solicitor. The Deputy and Appointee Team are able to provide advice and guidance to family members on applying for deputyship.

25.3 The Council will not normally provide care management or care co-ordination for any person with a property and Financial Affairs Deputy (except for a Public Authority Property and Financial Affairs Deputy) unless there are exceptional circumstances such as (this list is not exhaustive):

- A person who is subject to safeguarding enquiry in respect of financial abuse;
- A person who has no relatives able to assist or support with welfare matters;
- A person who has a degenerative condition which, without support, will impact on their health and wellbeing;
- A person who is subject to undue influence or coercion or control by another.

25.4 When there is no one else available to take on the role of Property and Financial Affairs Deputy the Council may apply to take on this role. Where the Council takes on this role it will continue to care manage and review the case in order to comply with the Office of the Public Guardian Deputy Standards.

26. Payment

26.1 Temporary or respite stay or for care homes outside of Middlesbrough. In such circumstances, a clients contribution will need to be paid directly to the care home and the net payments will be paid by Middlesbrough Council.

Long stay Payments

An invoice will be sent every four weeks, which can be paid in any of the following ways:

- Direct Debit;
- At the Post Office/Pay Point using the bar code on the invoice;
- By debit or credit card (details will be provided on the invoice);
- Via the Council's website (details will be provided on the invoice);
- By telephone or online banking (details will be provided on the invoice);
- By PayPal.

26.2 The Council's preferred method of payment is by Direct Debit.

27. Self-Funders

27.1 A self-funder is someone who is responsible for paying the full cost of their care. The following applies to self-funders:

- Have enough income to pay for care home fees yourself and/or have capital, savings, or assets above the capital limit (£23,250) - the capital limit is reviewed in April each year by the Department of Health
- As a self-funder care can be purchased without any involvement from the Council. The Council can still provide advice and support to find a suitable care home which provides the right level of care for a person's circumstances. When deciding on a care home a person will need to consider:
 - the weekly fees for the care home
 - whether the fees are payable weekly or monthly
 - whether the fees are payable in advance or in arrears
 - any extras you may have to pay for (eg, your choice of room)
 - the likely frequency of any increases in fees.

27.2 If the Council has arranged a person's care, your case worker will provide advice when a needs assessment is carried out. This may include advice on whether private arrangements are needed with a care provider, without the need to complete a financial assessment.

27.3 If a person does not want a financial assessment or does not wish to give the Council their full financial information, the Council will not be able to help with the cost of care and private arrangements will need to be made directly with the care home.

27.4 It could be beneficial to request a financial assessment to see if you are a self-funder as some types of savings or assets (including property) may not be taken into account.

27.5 If the Council has arranged care, and it is determined that a person is a self-funder then it is the responsibility of the individual to arrange care with the care home. Full charge will be made for the service received and 21 days' notice of the start date of the private arrangement will be given to the home and the self-funder.

27.6 The care home self-funder rates may be higher than the Council's contracted rate.

27.7 Self funders will be provided with a contract to their stay at their chosen care home. The Citizens Advice Service can provide help with understanding the wording of a contract and the terms of the contract including:

- what to pay
- care homes legal responsibilities
- any unfair penalties, restrictions or responsibilities

27.8 Self-funders are eligible to make a claim for Attendance Allowance/Disability Living Allowance/Personal Independence Payment (PIP), all at the higher rate, if not already claimed. The Department for Works and Pensions (DWP) should be notified of the date the full cost of residential care is requested. Some types of savings or assets (including property) may not be taken into account.

27.7 Self funders will be provided with a contract to their stay at their chosen care home. The Citizens Advice Service can provide help with understanding the wording of a contract and the terms of the contract including:

28 Annual Reviews

28.1 Assessments will be reviewed annually to capture changes in circumstances which may affect care contributions.

29. Benefits Advice

29.1 All service users who are subject to a financial assessment will be offered a welfare benefits-check and where appropriate help and advice to complete any claims for benefits to which they may be entitled.

29.2 Should the service user require assistance to appeal against rejection of a claim for welfare benefits, they will be signposted to the Council's relevant supporting team if required. A financial re-assessment will be undertaken following the award of benefits to recalculate the charges payable under this policy.

30. Debt Recovery

30.1 The Council takes a firm and fair approach to managing debt. Large amounts of debt can build up very quickly in respect of social care contributions. Not only does this make the debt very difficult to recover, it can also have a detrimental effect on the individual's wellbeing. If debt starts to accrue, it is important that the Council acts as quickly as possible to ensure that the debt does not become unmanageable.

30.2 The Council will actively pursue the recovery of debt outstanding as a result of non-payment of accounts or invoices. Debt will be pursued in accordance with the Council's Debt Management Policy.

31. Review

31.1 The service user may make a request for a review where they believe the decision to be incorrect. A request for review must be received in writing within 21 working days of the original decision. Following the request being submitted, a further decision will be issued within 21 working days, subject to all supporting evidence being provided.

32. Appeals

32.1 The service user has the right to appeal against the outcome of their review decision in accordance with the Council's Finance Appeals Process:

Any appeals should be submitted in writing to:

Appeals
Adult Social Care Finance
Middlesbrough Council
PO Box 500
TS1 9FT

The appeal process consists of two stages:

32.2 Stage 1 - Appeals - should be submitted within 21 working days of the date the financial assessment is issued in writing, providing any additional information which may affect the decision.

Where an appeal is not upheld the service user will be informed of their right to progress the case to a stage 2 appeal by responding in writing within 10 working days of receipt of the outcome letter.

32.3 Stage 2: Appeal Panel - appeals should be submitted within 21 working days of the date the outcome letter is issued.

The appeal panel will be arranged within 10 working days of the request for a stage 2 appeal. The panel meeting will aim to be held within 21 working days of the Stage 2 appeal being received following which a decision will be provided within 7 working days.

32.3 Stage 3: Complaint - Where an appeal is not upheld, and the service user is dissatisfied they will be informed of their right to make a complaint through the Council's formal complaint process. Email complaints@middlesbrough.gov.uk,

telephone 01642 729814, or write to Complaints Team, PO Box 500, Middlesbrough, TS1 9FT. Any complaint can only be made about the process followed and not the actual panel outcome.

32.4 The final decision rests with the Council. Any challenge relating to a decision would be by way of the Local Government and Social Care Ombudsman.

33. Fraud and Misrepresentation

33.1 Middlesbrough Council reserves the right to verify any application or associated evidence. Where fraud is alleged, or the authority suspects that such a fraud may have been committed, the matter will be investigated in accordance with the Fraud Act 2006.

33.2 If fraud is found to have occurred, action will be taken including the recovery of overpaid monies and, if appropriate, criminal proceedings.

34. Roles and Responsibilities

Head of Service – Resident and Business Support.	Overall responsibility for the delivery of Adult Social Care finance and the Policy Owner.
Records Manager	Responsible for the development and implementation of the corporate Records Management Policy and Retention Schedule, and for this email policy, which underpins them. Will liaise with the Data Protection Officer.
Service Delivery Manager/All Managers	Responsible for overseeing day-to-day compliance with this policy and the standards set out within it by their staff and other personnel they manage or commission.
All staff, contractors, consultants, interns and any other interim or third parties	Responsible for compliance with this policy.

35. Communications

35.1 All staff within finance will receive communications in respect of the revised Adult Social Care Residential charging policy and how to ensure the most in need are identified.

35.4 In addition, partner organisations, such as those participating in the council’s Financial Inclusion Group, will be updated of the corporate approach once this has been fully endorsed.

36. Monitoring and Review

36.1 Any alterations to the policy will be subject to approval by Executive. This policy will be reviewed every three years, unless there is a significant development that would require a more urgent review, such as a change in legislation.

36.2 For the first 12 months the policy will be subject to quarterly review, followed by a full review every 3 years, to ensure processes remain fair and in line with legislation and best practice.

37. Information Sharing

37.1 The Welfare Reform Act 2012 and the Social Security Regulations 2012 (information sharing in relation to welfare services, etc.) enable the Council to access Department for Work and Pensions (DWP) data directly.

37.2 The purpose of this access is to support the financial assessment process and to assist in identifying unclaimed benefits to which the service user may be entitled.

38. Data Protection

38.1 The collation and use of personal data will be managed in accordance with the Council's Data Protection policy and the Adult Social Care Privacy Notice [Privacy notice - Adult Social Care | Middlesbrough Council](#)

39. Delivering the Policy

39.1 This Policy will be incorporated into Middlesbrough Council's working practices to ensure every client is treated fairly, with transparency and consistency throughout.

40. Evaluation

40.1 The Policy will be evaluated annually by the Strategic Business Managers within Resident and Business Support. A detailed analysis will be provided to the Head of Resident and Business Support and should the findings indicate that revisions to the Policy are required, the necessary proposals will be fully documented and passed through to Executive for consideration.

40.2 The policy provides clear guidance for all Council officers, partners and Middlesbrough residents on the Council's approach to ensure consistency of assessment, fairness and clear and transparent charging for residential care.

40.3 It also promotes wellbeing, social inclusion, and supports the Council's vision for social care of personalisation, independence, choice and control having regard to the principles provided in the statutory guidance.