

## Adult Care Charging Policy

<b>Policy reference number</b>	
<b>Version</b>	<b>Version 2.11</b>
<b>Issue date</b>	May 2019
<b>Review date</b>	May 2020
<b>Staff Affected</b>	
<b>Lead Officer</b>	Damian Crowther, Acting Business and Partnership Development Manager
<b>Approved by</b>	Adults and Public Health Portfolio Holder 13 May 2019

### **UNCONTROLLED VERSION IF PRINTED OR E-MAILED**

If you are viewing this document from your personal drive or as a hard copy, it may not be the latest version.

The current version of the document can be found on the Intranet.

**Always refer to documents stored on the intranet when applying policy and procedure.**

## Revision History

Version	Details of Changes	Sections	Date Signed off
<b>2.9</b>	<p><b>New charges added for several administration fees</b></p> <p><b>Change to the way in which we refund for missed care</b></p> <p><b>Removal of discount rate for Respite care</b></p> <p><b>General updates to reflect current legislation and procedures</b></p>	<p><b>14</b></p> <p><b>20</b></p> <p><b>18</b></p> <p><b>Various</b></p>	<p><b>14 January 2017</b></p>
<b>2.10</b>	<p><b>Clarified language covering charges/refunds/ for missed care</b></p> <p><b>Allowed for some circumstances when admin fee for self-funders will not be enforced</b></p> <p><b>Additional section explaining how Disability Related Expenses are assessed and calculated</b></p> <p><b>General wording changes for claiming, change of circumstances, backdating, appeals and help and independent advice</b></p> <p><b>Changes to add in Appointeeship Process and Court Of Protection process and charging rules</b></p>	<p><b>26</b></p> <p><b>19</b></p> <p><b>8 and new appendix</b></p> <p><b>11, 12, 13 and 29 to 32</b></p> <p><b>20</b></p>	<p><b>May 2019</b></p>

## 1. Contents

2.	Introduction.....	4
3.	Policy Statement.....	4
4.	The Legal and regulatory Context Basis for Charging.....	5
5.	Chargeable and Non Chargeable Services.....	6
6.	Means Tested Financial Assessment.....	7
7.	Duty to notify changes of circumstances.....	9
8.	Disability Related Expenses (DREs).....	9
9.	Light Touch Financial Assessments.....	10
10.	Online Financial Assessment and online review process.....	10
11.	Date of Application for a financial assessment.....	11
12.	Amendment and withdrawal of application.....	11
13.	Back - dating of applications.....	11
14.	Self-Funders - (full cost charging).....	11
15.	Support Services in the Community.....	12
16.	Carephone Home Safety Service.....	13
17.	Shared Lives.....	14
18.	Residential/Nursing Care.....	14
19.	Administration fees.....	15
20.	Appointeeship and Court Of Protection.....	15
21.	Property and Deferred Payment Agreements (DPA).....	17
22.	Treatment of third party “Top Ups” in Residential Care.....	18
23.	Deprivation of Assets and or Income (including trusts).....	19
24.	Charging for short term or temporary residence (e.g. respite care).....	19
25.	Charging for Support to Carers.....	20
26.	Charges for services not received and refunds.....	20
27.	Collection Debt Recovery.....	21
28.	Increases to rates.....	21
29.	Direct Payments.....	22
30.	Review and Appeals Process.....	22
31.	Stage 1 – Review.....	22
32.	Stage 2 – Appeal.....	23
33.	About the review and appeal process.....	23
34.	Related Documents and Help and Advice.....	23

Appendix 1 – Assessing Disability Related Expenditure (DRE)

Appendix 2 – Cleaning, Shopping and Laundry

Appendix 3 – Deferred Payment Agreement

## **2. Introduction**

- 2.1. Adult Social Care (unlike some health care) is not free. You are liable to pay all of your care costs yourself, unless you qualify for financial assistance.
- 2.2. To work out whether you qualify for any financial assistance and to give you an idea of how much you will have to pay, you need to complete an application for financial assistance. Failure to complete a valid application will mean that you have to pay the full cost of your care.
- 2.3. This policy explains how the Council will charge adults for care and support in order to sustain the delivery of care services to some of the most vulnerable members of society.
- 2.4. If you are eligible for some support from the Council to meet your social care needs, you will be given a Personal Budget to arrange your support. You can take your Personal Budget as a Direct Payment i.e. money payable into an account or have your support arranged on your behalf by the Council or take your Personal Budget as a mix of both (money and arranged support).
- 2.5. This policy covers care and support in community settings and in a residential home setting which includes nursing. Community based support includes services such as homecare, Shared Lives, day services and activities, short breaks, respite care and assistive technology.

## **3. Policy Statement**

- 3.1. This policy responds to the requirements of the Care Act 2014 and all regulations issued under the Care Act 2014, which provide a single legal framework for charging for care and support.
- 3.2. This charging policy applies to all adult social care services and support provided by the Council.
- 3.3. The policy applies from **1 June 2019** and supersedes all previous adult social care charging policies and practice before this date and for the purpose of this policy; an adult is a person aged 18 and above who is eligible for a Personal Budget from the Council.
- 3.4. In determining a charging policy that complies with the Care Act 2014 the Council must also have due regard to the Care and Support Statutory Guidance and Annexes issued under the Care Act 2014.
- 3.5. The policy provides details about:
  - I. The legal and regulatory context for charging.
  - II. The key aim of the policy is to ensure that where an adult is charged for care and support (including making a contribution to a personal budget), that they are not charged more than is reasonably practicable for them to afford and pay.

- III. To be as clear, transparent and comprehensive as possible so people know what they need to pay towards the costs of their care and support and understand (with support if necessary) any charges or contributions they are asked to make;
- IV. How different types of services and support are charged and how these may be paid for or recovered.
- V. To promote cost effective collection methods i.e. Direct Debit, recurring card payments
- VI. Prepayment cards for direct payment of services
- VII. The financial assessment process, including the review and appeals process;
- VIII. To apply charging rules so those with similar needs or services are treated the same way and minimise anomalies between different care settings and payment options.
- IX. For the administration of the charging policy to be cost effective and sustainable for the Council so that it can continue to provide services for those needing care and support in the future.
- X. To promote wellbeing, social inclusion, and support the vision on personalisation, independence, choice and control.
- XI. To encourage and enable those who wish to stay in or take up paid employment to do so;
- XII. To support carers to look after their own health and wellbeing effectively and safely, and recognising their valuable contribution to society;
- XIII. To be person-focussed, reflecting the variety of care journeys and the variety of options available to meet people's needs.

#### **4. The Legal and regulatory Context Basis for Charging**

- 4.1. Sections 14 and 17 of the Care Act 2014 (as amended) ("the Act") provide a single legal framework for charging for adult social care and support.
- 4.2. Section 14 of the Act provides a local authority with the power to charge for meeting needs under sections 18 to 20 of the Act.
- 4.3. Section 17 of the Act creates a duty for a local authority to carry out a financial assessment which would arise where the local authority thinks that if it were to meet an adult's needs for care and support, or a carer's needs for support, it would charge the adult or carer under section 14(1) of the Act.
- 4.4. The Care and Support *Charging and Assessment of Resources Regulations 2014* describe the limitations on local authority powers to make a charge for meeting needs under section 14 of the Act; and provide details about the requirements for carrying out financial assessments for the purposes of section 17 of the Act.
- 4.5. Section 2(1) of the Act requires a local authority to provide or arrange for the provision of services, facilities or resources (or take other steps) which it considers will contribute towards preventing, delaying or reducing the needs for care and support of adults or for support in relation to carers.

- 4.6. The Care and Support *Preventing Needs for Care and Support Regulations 2014* describe the rules permitting and prohibiting a local authority for making a charge for the provision of services, facilities and resources under section 2 of the Act.
- 4.7. The 'Care and Support Statutory Guidance' (CSSG), issued by the Department of Health in October 2014 and updated in March 2016 sets out how a local authority should go about performing its care and support responsibilities. This includes details about interpreting and applying the rules relating to charging and financial assessments as defined in both the Act and regulations.
- 4.8. This policy has been written in accordance with the CSSG and related primary and secondary legislation.
- 4.9. The policy will need to be revised from time to time to take into account either (i) any provisions of the Care Act 2014 that are brought into force (e.g. Cap on Costs) or new statutory instruments (e.g. the proposed increase in the capital threshold or any amending or repealing legislation).

## 5. Chargeable and Non Chargeable Services

- 5.1. A schedule of Kirklees adult social care fees and charges is published annually, which is approved by either Cabinet, or Council or the Director of Resources.
- 5.2. The Council operates five charging categories:-
  - I. Exempt services or care and support provided free of charge
  - II. Mean tested charging and full cost service following a financial assessment
  - III. Flat rate charges, i.e. Carephones
  - IV. Full cost charge for customers who do not wish to disclose their finances
  - V. Pass on reasonable costs involved in miscellaneous services, for example providing pet care
- 5.3. **Exempt Services** - The Council is not allowed to charge for some types of care and support. The list below sets out what these currently are:
- 5.4. Community equipment (aids and minor adaptations): this is where a person is supplied with equipment or a minor adaptation to their property, in order to support daily living so a person can stay in their home.
  - i. An adaptation is minor if the cost of making the adaptation is £1,000 or less;
- 5.5. Reablement service can be provided to support service users to become as independent as possible in their homes; this can be from 1 day up to a maximum period of six weeks. This could be after a stay in hospital, an illness or to prevent a hospital admission. For support services following the Reablement period, charges will be applied based on a financial assessment.
- 5.6. Services provided to people suffering from Creutzfeldt Jakob Disease

- 5.7. Any service or part of service which the NHS is under duty to provide. This includes Intermediate Care, Continuing Healthcare and the NHS contribution to Registered Nursing Care;
- 5.8. Services which local authorities have a duty to provide through other legislation, including any specific services provided as After Care Services under Section 117 of the Mental Health Act 1983. There will be occasions when chargeable services are also provided to service users who are subject to Section 117 of the Mental Health Act 1983. This is usually when a service is in place that is not specifically related to their Section 117 status. If this is the case the service user will be advised of this in writing and a financial assessment will need to be undertaken in relation to such services.

## **6. Means Tested Financial Assessment**

- 6.1. A financial assessment will be carried out for all care and support provided; or arranged by Kirklees Council.
- 6.2. The purpose of the financial assessment is to assess if a person can afford to pay towards the cost of their care or support service(s); it is means tested.
- 6.3. The financial assessment (means test) will look at a person's financial situation to work out how much they will need to contribute to the cost of their support. It will take into account all:- income, benefits, property, savings, pensions, stocks, shares, bonds and any other income.
- 6.4. The financial assessment will calculate how much, if anything, a person can afford to pay towards the cost of their care (or contribute towards their personal budget) on a weekly basis. This amount is referred to as the "maximum weekly assessed charge".
- 6.5. Charges for support will be payable from the date services or packages start; **not** the date the financial assessment is completed.
- 6.6. The Council will not charge more than the cost incurred in providing or arranging any care and support which is subject to means tested charging.
- 6.7. In the event of the person's death before a financial assessment has been completed and the person has been in receipt of services, the Council will seek full recovery of costs from the deceased's estate.
- 6.8. The technical rules for the financial assessment differ between care and support provided in a residential care setting ('care home') and care and support provided in all other settings ('non-residential'). Assessment will be carried out in accordance with the Care and Support Statutory Guidance

Chapter 8: <https://www.gov.uk/guidance/care-and-support-statutory-guidance/charging-and-financial-assessment>

- 6.9. All documentary evidence requested by the Council to complete the financial assessment **must** be provided within 1 month of the request. The Council will only ask for documentary evidence that is necessary to complete the financial

assessment accurately and comprehensively. **Where evidence is requested but not provided the Council will pass on the full cost of the service(s), an assessment may also be based on notional income.**

- 6.10. The Council will publish a list of the different types of care and support services subject to means tested charging on the annual schedule of adult social care fees and charges.
- 6.11. Communications are sent to clients informing them of the new approved fees and charges and how it affects their assessed weekly contribution. This communication gives details on how charges have changed as a result of inflationary increases, changes to services and/or how changes in benefit rules and amounts issued by the Department of Work and Pensions (DWP) affect their assessed weekly contribution.
- 6.12. Financial assessments will be completed for people as individuals and not as couples. Where capital is held and income is received on a joint basis, then it will be assumed that each party is entitled to 50% of that capital/income. The same is assumed for assets such as second properties.
- 6.13. The Council will review on a case by case basis where an individual states they can demonstrate their share is more or less of the asset and amend the assessment appropriately
- 6.14. The financial assessment will make sure a person (or both people, in the case of a couple) has money left after charges are applied for themselves in line with statutory amounts, these are known as 'Personal Expenditure Allowance' (PEA) for care in a care home and 'Minimum Income Guarantee' (MIG) for care at home. These amounts are set and reviewed annually by the Department of Health. See link for PEA can be found [here](#).
- 6.15. The financial assessment process will normally include a welfare benefits check to ensure the person is claiming all the benefits they are entitlement to claim; or customers may be signposted to "BetterOff" Kirklees or "Advice Kirklees".
- 6.16. The amount a person pays towards their care will be reviewed on an annual basis. This will be in line with the increase in state pensions/benefits at the beginning of April each year, or as soon as practicable. An assessment may also be based on notional income.
- 6.17. Reviews for older cases will be dealt with as new cases under the Care Act, this will mean that charges may change in some cases as income will be individual rather than couple based.
- 6.18. A review, or financial assessment may be requested by the client at any time. This may be where their circumstances have changed, or for people who are self-funding, if their total savings/capital has fallen to, or below the upper capital threshold, or where they have not previously had an assessment.

## 7. Duty to notify changes of circumstances

7.1. An applicant (or any person acting on his/her behalf) must comply with the following if there is a relevant change of circumstances at anytime-

- (a) between the making of an application and a decision being made on it, or
- (b) after the decision is made (where the decision is that the applicant is entitled to any reduction in their financial contribution) including at any time while the applicant is in receipt of such a reduction.

The applicant (or any person acting on their behalf) must notify the Council of any change of circumstances, which the applicant (or that person) might reasonably be expected to know, might affect the financial assessment, or the amount of the care cost contribution i.e. a “relevant change of circumstances” by giving notice to the authority:-

- a. in writing; or
- b. by telephone
  - i. where the authority has published a telephone number for that purpose or for the purposes, unless the authority determines that in any particular case or class of cases notification may not be given by telephone; or
- c. by any other means which the authority agrees to accept in any particular case,

***Notice in all cases must be given within a period of 21 days beginning with the day on which the change occurs, or as soon as reasonably practicable after the change occurs, whichever is later.***

## 8. Disability Related Expenses (DREs)

8.1. The care act statutory guidance says that the council must leave a person with enough money to pay for necessary disability-related expenditure to meet any needs which are not being met by the Council.

8.2. Included in the non-residential financial assessment is a consideration of any Disability Related Expenses (DREs) a person may have and what the amount of money this would equate to per week. This amount is then deducted as an allowable expenditure from the disposable income.

8.3. The nature of the DREs and whether they are considered to be essential costs as a result of a disability will need to be agreed by the care assessor and documented during the social care assessment.

8.4. The finance officer will look into the details of your expenses taking into account any bills (e.g. heating bills) or receipts (e.g. for specific items related to a disability). Once the details have been evidenced and agreed the appropriate amount of money will be included in the financial assessment.

8.5. The value of any allowable expenditures is included in the confirmation letter following completion of the financial assessment.

- 8.6. For further information on the types of expenses that can be considered and how an amount will be calculated, please see the **Appendix 1, Disability Related Expenditure guidance.**
- 8.7. The Cleaning, Shopping and Laundry Guidance is attached at **Appendix 2**

## **9. Light Touch Financial Assessments**

- 9.1. In some circumstances, the Council may decide that a full financial assessment is not necessary or appropriate. This type of financial assessment is defined as a “light touch financial assessment.”
- 9.2. The light touch financial assessment will apply:
- I. If a person does not wish, or refuses, to disclose their financial information.
  - II. If a person says they have significant financial resources and or savings above the limit of £23,250, and does not wish to go through a full financial assessment for personal reasons.
  - III. Where the charges for the service are small and a person is able to pay and would clearly have the relevant minimum income left. Carrying out a financial assessment would be disproportionate.
  - IV. Where a person is in receipt of benefits, which show they would not be able to pay towards their care and support costs.
- 9.3. In circumstances where the person has refused a financial assessment but is eligible for care services the Council will assume the person can meet the full cost of the support needed and will pass on the full charge accordingly. The Council will inform the person to help them to understand that they will have to pay the full cost of any support service and what that cost will be; the Council will remind them of their right to request a full financial assessment.
- 9.4. In circumstances where the person states they have sufficient financial resources to meet the cost of their support, the Council will advise the person to take independent financial advice regarding their options for meeting the cost of their care and support. The Council may offer support to enable the person to identify what support they need and how to arrange support services.
- 9.5. The Council will inform a person when a light-touch assessment has taken place and will make it clear that the person has the right to request a full financial assessment.

## **10. Online Financial Assessment and online review process**

- 10.1. The Council has an electronic form (financial assessment mini/light touch application and a full financial assessment application form) accessible from the Councils website to enable anyone (client/representative) to process their own financial assessment.
- 10.2. This platform will be the same as that used by the teams to make the calculation and will enable customers to enter their relevant financial information to find out the maximum they will be expected to pay for social care.

- 10.3. Where the client/representative requires assistance to complete the online form, (due to vulnerability, lack of access to go online and connect to the internet confidence, trust or other reason; support is available through, webchat, phone, and face to face. The Council's main customer service centres in Huddersfield and Dewsbury and "Advice Kirklees" Voluntary sector are also available for help and advice.
- 10.4. The Council will assist service users and their representatives/families to make informed decisions about arranging social care services at an early point and provide a transparent process regarding paying for services.

## **11. Date of Application for a financial assessment**

- 11.1 The Date of application will be the date upon which the application form is completed in full and submitted online. Only applications submitted in a manner agreed by the authority will be accepted.

## **12. Amendment and withdrawal of application**

- 12.1 A person who has made an application for a financial assessment may amend it at any time before a decision has been made on it, by a notice in writing delivered, or sent to the designated office or address, or by telephone at the designated number.

## **13. Back - dating of applications**

- 13.1 The time for the making of an application under the Councils Adult Social Care Charging policy is as outlined under "**Date of Application for a financial assessment**" above.
- 13.2 Backdating of a financial assessment application, can be considered upto a period of three months immediately prior to the date of application, where a person can demonstrate that they had good cause for not having made an application on an earlier date. (to be based on the customers financial assessment).

## **14. Self-Funders - (full cost charging)**

- 14.1. A "Self-Funder" financial assessment means that the person is required to pay the full amount of all qualifying charges for any means tested care and support they receive.
- 14.2. The Council will treat a person as being a "Self-funder - full cost" financial assessment where they:
- I. Have savings and other financial resources above the national upper limit, currently £23,250, it is likely they will need to pay for the full cost of support. The Council calls this "self-funding".
  - II. choose not to disclose their financial information to enable a full financial assessment;
  - III. fail to co-operate and/or do not provide a completed financial assessment form, within 1 month (30 days) (14 days for Carephones) of agreeing a

- support plan or the commencement of chargeable services (whichever is sooner);
- IV. Where possible to Council will use other information sources available to complete the financial assessment, however, where this is not possible and the customer (or their representative) fails to provide all of the information requested within 1 calendar month; the Council will be deemed to have undertaken a financial assessment in accordance with regulation 10 of the "The Care and Support (Charging and Assessment of Resources) Regulations 2014 (as amended), and the client/representative will be charges the full cost of the care and support service(s)
  - V. Receive a declaration (including electronic declaration) that they are happy to pay the full cost of services received;
  - VI. Receive a full financial assessment that deems they are assessed to contribute the full cost for their care and support.
- 14.3. Where a person is self-funding their support they are still entitled to ask that the Council help them arrange their services. There are a number of people who have either been assessed as being able to afford the full weekly cost of social care or have not disclosed their financial information to the Council and as such are required to pay the full charge.
- 14.4. These people have the choice to have the Council arrange a suitable social care package for them. There is a regular administration charge in operation to help fund the cost of arranging these optional services.
- 14.5. This administration charge will not be applied if the service user has no option other than using a specialist Council run service (e.g. Dementia Day Care).
- 14.6. The administration charge will cover a 12 month period and will renewed annually. There will only be a refund if the service user passes away within 6 months of the arrangement first being made.
- 14.7. Self-funders who own their own home may want to consider arranging a Deferred Payment Agreement in order to put towards the cost of their care. For more information on Deferred Payment Agreements, **see section 21 below.**

## **15. Support Services in the Community**

- 15.1. The Council will charge for support delivered in community settings including a person's home or a community facility such as a day centre. The person's home includes tenancies within Extra Care, Supported Living and Shared Lives accommodation.
- 15.2. All non-residential community based support services fall within the scope of this policy and include:
- I. Personal Care Support delivered to the person in their home
  - II. Sitting Services
  - III. Day Services and activities, both building based and in the community
  - IV. Respite breaks that are not in a residential care home

- V. Daily living support such as shopping, laundry, cleaning delivered to the person living at home
- VI. Joint funded services – service users will be required to contribute towards the cost of the services provided by the Council but not those provided by the NHS as part of a joint package of support.
- VII. Other

15.3. Services not included within charging for care services in the community.

- I. Meals in Day Centres
- II. Cost of their transport to Day Centres

15.4. A charge will be made for meals and transport on a 'Pay as you use' basis as meals and transport are not included in the unit cost of a day centre session unless otherwise stated. This ensures people only pay for the activity and support provided at the centre.

15.5. Should the person receive more than one service per week, charges will be calculated up to the disposable income threshold. Where possible charges for services will be listed on the same invoice for customer ease and efficiency.

**16. Carephone Home Safety Service**

16.1. The Council provides a home safety service through the provision of a personal alarm system linked to a carephone. The personal alarm can be worn as a pendant or clip on. The basic carephone can be enhanced to meet a range of potential risks to the person within the home such as escaping gas, flooding caused by taps being left on, falls. There are no charges for the provision, installation and maintenance of the equipment. Charges for this service are purely for the monitoring support. Calls are monitored and responded to by a team of officers who in turn can alert carers, the Mobile Response Team or the ambulance service. They make regular calls to users to ensure the carephone is working and to check that the person is safe and well.

16.2. Carephone charges will normally be recovered by regular direct debit; this information should be collected from the customer at the earliest opportunity i.e. First point of contact.

16.3. Individuals can apply for the service without the necessity of meeting the national eligibility criteria and having an assessment but they are offered a financial assessment.

16.4. For those who receive the service following an assessment and as part of their support plan a full financial assessment is undertaken unless the person chooses not to have a financial assessment.

16.5. There are two levels of charges depending on the type of package a person receives; this reflects the additional monitoring required for multiple applications.

16.6. The Council currently invoice for Carephone services on a quarterly basis whether or not on a Direct Debit. The period for invoicing will be reviewed in the future and may result in less frequent invoices. i.e. moved to yearly and payment by direct debit will be promoted.

## **17. Shared Lives**

17.1. This is a scheme (similar to Fostering) whereby adults with support needs are able to live with a family who provide board, lodgings and support. The Shared Lives person is responsible for making payments in respect of board and lodgings directly to the accommodation provider. They may be able to get some help with the lodgings element through the Housing Benefit system but will need to make payments in respect of food and utilities from their income.

17.2. The Shared Lives person will be financially assessed for the cost of the placement. If the person uses other support services such as day care, home care or respite then there will be no additional charge for this. However, in all instances the person will only pay the maximum they are financially assessed as able to contribute, even if they receive more than one service.

## **18. Residential/Nursing Care**

18.1. Where the Council carries out a financial assessment for care and support provided in a care home, information and advice will be provided to enable the person to identify options of how best to pay a charge. This may include offering the person a deferred payment agreement. (See Section 21 below).

18.2. As with support delivered within the community the Council will charge for support provided in a residential/nursing home. The financial assessment will take account of the person's property, income and savings. In these circumstances as the residential home will become their main place of residence providing board and lodgings in addition to care and support.

18.3. If a person receives community support services in addition to their placement at a residential home such as attending a day service with another provider the person will be financially assessed for charges towards the cost of the placement but will only pay the overall maximum they are able to afford.

18.4. The Council can only pay towards the cost of residential/nursing care once a person has been assessed as having needs that mean moving into residential /nursing care is the best option for them. If the person needs nursing care as part of their support within a residential home this will be delivered and/or paid for by the NHS and is excluded from the Council's charges.

18.5. If a person arranges to move into a residential home without having an assessment by the Council, and later asks for financial help with charges, the Council will determine whether the person meets the national eligibility for social care support. If the person does meet the criteria it will carry out assessments, both financial and personal, to establish if financial support can be provided. If financially eligible for financial support in residential care, the Council will contribute towards the cost of care from the date of the referral (application date) to the Council and not from the date the person moved themselves into the residential home.

- 18.6. For people who have funded their own care and support within a residential home and their financial resources have reached the financial threshold for support, the Council will consider payments from the date a referral is made to the Council subject to a completed financial assessment being received within the relevant timescales for applications and evidence.
- 18.7. The Council will not backdate contributions to a person's care costs to the date they entered the residential home or the date their capital dropped below the capital threshold.
- 18.8. If a person cannot afford their chosen residential home and do not qualify for help from the Council, or for a deferred payment agreement then the person will need to seek alternative arrangements such as moving to a residential home that is affordable.
- 18.9. If customers are paying for their own care, the Council strongly advises seeking independent financial advice to ensure that customers will be able to afford the care they choose for the foreseeable future. **(see section 21 and 32 below)**
- 18.10. For more information about arranging residential care see:  
<https://www.kirklees.gov.uk/beta/care-homes-and-housing/kirklees-care-homes.aspx>

## **19. Administration fees**

- 19.1. The Council will charge administration fees for work which it undertakes on behalf of people who are either funding their own care and have asked the Council to make arrangements on their behalf or when the Council is administering a person's finances.
- 19.2. Where the Council becomes the legal appointee for managing a person's finances (as there is no other person or legal representative to do so) the Council will use its power to charge an administration fee for the set up and annual running costs. This will be paid for from the person's financial account. This is in line with recommendation by audit and national practice by other Councils.

## **19.3. Rate Setting**

- 19.4. The rates for the above charges can be viewed in the schedule of Kirklees adult social care fees and charges.

## **20. Appointeeship and Court Of Protection**

- 20.1. **An Appointee** is a person who has been appointed by the Department of Work & Pensions (DWP) to receive welfare benefits on behalf of someone who is unable to manage their affairs such as household bills, food, personal items and residential accommodation charges generally because of mental incapacity. An appointee can only be granted with the consent of the service user, so they must still have the ability to make their own decisions.

- 20.2. Where an Appointeeship is already in place the appointee will be responsible for contracting direct with the residential care home and making the necessary payments.
- 20.3. Where the appointeeship is not in place at the time the customer enters the residential care home the Council will look to pay the care home direct on a temporary basis for approx. 6 weeks to allow the appointeeship to be granted. The payments will be accrued for the appointee to repay back to the Council in full within 28 days of the appointeeship being granted (this process should take no more than 6 weeks to complete). The Council will Invoice the customer every 4 weeks for the accrued debt, the Council preferred payment method is direct debit.
- 20.4. **Court of Protection** - If a person has capacity, they can appoint an attorney to deal with their affairs via a Lasting Powers of Attorney ('LPAs') for both Property & Financial matters and Health & Welfare matters. However, where a customer lacks capacity and does not have a LPA in place already (or their LPA has become invalid) then the only legal way in which another person can make decisions on their behalf is through an application to the Court of Protection for Deputyship.
- 20.5. Where a deputyship is granted the deputy (representative) is responsible for contracting direct with the care home for all future charges.
- 20.6. Where the Court Of Protection deputyship is not in place at the time the customer enters the residential care home the Council will look to pay the care home direct on a temporary basis for approx. 6 months to allow the deputyship to be granted. The payments will be accrued for the deputy to repay back to the Council in full within 28 days of the deputyship being granted (this process should take no more than 6 months to complete). The Council will Invoice the customer (deputy) every 4 weeks for the accrued debt, the Council preferred payment method is direct debit.
- 20.7. The Council reserves the right to take legal action where the Court Of Protection deputyship has not been granted in a reasonable period of time and it appears unreasonable delay is the cause. (i.e. the legal authority to administer the customer affairs; where a deputyship has not been granted within six months of the admission date due to non-compliance by the person/representative not applying for the order), in these circumstances the Council will cease funding the care and refer the matter to the Court Of Protection to appoint an alternative deputy to manage the customer's property and financial affairs.
- 20.8. The Council will need to see documentary evidence of these Appointeeship and Court of Protection applications within the timescale outlined below in order to set up and maintain arrangements for payment of care fees.
  - I. For Court of protection evidence must be provided within 3 months (three months) after the financial assessment.
  - II. For appointeeships evidence must be provided within 6 weeks (six weeks) after the financial assessment
  - III. Or within 1 month (30 days) following any written request by the Council

- 20.9 Failure to comply with any of the requests in 20.8 above may result in the Council withdrawing the funding and seeking to recover the full amount outstanding through its debt recovery policy.
- 20.10 Where the Council is satisfied that an Appointeeship or Court Of Protection application is in progress, the Council will on a temporary basis, start paying the care fees to the care provider and will accrue these charges (*for the representative/appointed person to pay at a later point*) whilst the application is being progressed. Once the legal authority has been granted, the appointed person(s) will be responsible for repaying (in full) the accrued care fees, within the first 28 days following the date of appointment, i.e. all of the accrued debt must be paid back to the Council from the Customer's bank, building society or other nominated account within 28 days.
- 20.11 The Council reserves the right to take legal proceedings to recovery any accrued debt that remains unpaid and representatives are not complying with the requirements as set out in the charging policy.

## **21. Property and Deferred Payment Agreements (DPA)**

- 21.1. A deferred payment agreement is in essence an interest bearing secured loan that self- funding eligible persons can apply for from the council for the purposes of paying residential care costs. An example of a DPA can be found in Appendix 3.
- 21.2. The loan is secured on the self-funder's house and the Council releases the loan by instalments on a periodic basis each instalment being the same sum as the residential care fees that are due and payable by the person (less any personal contribution that the council shall require to be made by the person).
- 21.3. The Council will charge the person for the costs of setting and running the deferred payment agreement. The adult can either pay for the administration costs separately when the costs are incurred on an "as and when basis" or the adult can ask for the costs to be added to the loan and the Council's costs along with the loan will be then recouped upon completion of the sale of the home. Interest will though be charged on the costs during the term of the deferred payment agreement if the costs are added to the loan. Follow this link for more information - <http://www.kirklees.gov.uk/beta/care-homes-and-housing/pdf/Deferred-payment-scheme.pdf>
- 21.4. Property owned by a person is included in the financial assessment. It will not be taken into account (disregarded) when a spouse or partner continues to live there after a person moves permanently into residential care.
- 21.5. Where the property is to be included in the financial assessment, the Council will exclude from the assessed charge, its value for the first twelve weeks of a person's stay. *This period is called the twelve week property disregard period and gives people time to seek in dependant financial advice and consider the options available to them to fund their support costs.*
- 21.6. Providing a person and their property meet eligibility criteria, the person may be entitled to enter into a Deferred Payment Agreement with the Council. As required

under the Care Act 2014 the Council can offer a Deferred Payment Agreement (DPA), which is in essence an interest bearing secured loan to enable people to pay their residential care charges without the need to sell their home. The intention of a DPA is to enable a person to get the support they need without them having to sell their home within their lifetime.

A DPA is a loan provided by the Council and is not a free service. The Council will charge set up costs, interest on the loan, an annual monitoring and administration fee, termination costs on all DPA's that are set up from and including the date this policy comes into effect. The loan monies, any interest (not paid by the person as it accrues) and any administration costs (that are not discharged on an as and when basis) that are at any time secured under the deferred payment agreement is known as the "Deferred Amount".

For more information go to:

<https://www.kirklees.gov.uk/beta/care-homes-and-housing/deferred-payments-scheme.aspx>

## **22. Treatment of third party "Top Ups" in Residential Care**

- 22.1. In some cases, a person may choose a home that is more expensive than the residential or nursing fees the Council has set for residential or nursing care arranged on behalf of the person who is eligible for support from the Council.
- 22.2. Where they have chosen a setting that costs more than this, an arrangement will need to be made as to how the difference will be met. This is known as an additional cost or 'top-up' payment. If the person is part or fully funded by the Council, **the 'top up' must be paid for by a third party i.e. not the person or the Council.**
- 22.3. Where no choice of alternative accommodation exist for the customer at the time of the needs assessment the Council may be required (short term) to pay the top up costs, where a choice does exist the 3<sup>rd</sup> party will be responsible for "top up" payments" and must sign a top up agreement. (i.e. in the placement agreement). The Council reserves the right to transfer the client to suitable alternative accommodation at a reduced rate/cost, the 3<sup>rd</sup> party would then have a choice whether they agree to pay for the client to stay , (i.e. 3<sup>rd</sup> party to pay "top up" rate); or move to the alternative accommodation.
- 22.4. The Council must ensure that the third party is willing and able to meet the cost for the person's care and support. This includes ensuring the person has sufficient information and advice to understand the terms and conditions of the 'top up' agreement. Should the fees in the top up agreement change, the person will need to pay to the new fees direct to the home. *The Council should advocate and encourage the third party payee to get independent financial advice. (see point 32 below for some external contacts)*
- 22.5. In the event the 'top up' arrangements fail the Council must either pay the top up, re-negotiate the fees with the home or make alternative arrangements for the person's care and support needs including moving the person to an alternative home that can meet the person's needs and is within the fees the Council has set.

22.6. All parties including the Provider will need to agree on the “top-up” prior to the person moving into the care home and sign the Placement Agreement. Failure to do so can lead to top-ups being imposed later by the home and the Council not having a signed Placement Agreement by all parties leaves the Service User in a vulnerable position.

### **23. Deprivation of Assets and or Income (including trusts)**

23.1. Deprivation of income and/or assets means a person reduces or tries to hide how much capital they have in order to avoid paying towards the cost of their care. Examples of this are signing property, investments, or assets over to relatives or giving large monetary gifts.

23.2. **Placing a property in Trust** - Trusts are legal devices designed to hold assets on behalf of named beneficiaries. The law states that you must not place a property in trust in order to secure more financial assistance for adult social care.

23.3. If the Council establish this is the case then the client/repetitive will not qualify for financial assistance and will have to pay all of the care home fees.

23.4. If the client or representative have been advised to place their savings or property in trust to protect their investments from being used to pay care home fees, they have been given the wrong advice. The law states that ownership of assets like a home or savings must not transferred into a trust to avoid or reduce care costs.

23.5. The Council will decide whether to conduct an investigation to ascertain if deprivation of income or assets has occurred where there are indicators as noted above are present. Where the Council determines that someone has deliberately deprived themselves of an asset or income in order to reduce or avoid a charge for care and support, the Council will charge services as though they still owned the asset or income. ***The Council may also take legal action for fraud.***

23.6. The Council will take legal action against the customer/client, representative or the third party where appropriate to recover monies owed for charges. This is in line with national guidance.

23.7. **Financial assistance is strictly means-tested** so, if the Council believe you have placed your house (or any of your assets) in trust in the avoidance of paying care fees, we will decide that you have deprived yourself of your own assets to take advantage of state financial assistance and you will not qualify.

### **24. Charging for short term or temporary residence (e.g. respite care)**

24.1. Short term care, such as respite care will be charged at the standard residential care rate. During periods of respite, the financial assessment will take into account costs from the service user's home, such as household bills.

24.2. As with all social care costs, the charges will be based on the amount a person has been assessed as being able to pay. If a person refused or opted out of a financial assessment they will need to pay the full cost of their stay.

24.3. Charges for respite care will be based on a full financial assessment.

## **25. Charging for Support to Carers**

- 25.1. Where a carer has eligible support needs of their own that are not met through support arrangements for the cared for person, the Council is required to undertake a financial assessment in order to provide a Personal Budget to the Carer. Under the Care Act the Council has the power to charge carers for support provided via a Personal Budget direct to the carer.
- 25.2. Informal or family carers are an invaluable source of support for many people. Through their support carers indirectly save the Council significant money as without their care and support the Council would need to provide the support at a cost.

The Council therefore does not currently charge carers but may need to consider introducing charges in future years. This policy will be amended to reflect any necessary changes to charging for support to carers.

## **26. Charges for services not received and refunds**

- 26.1. A key principle of the Council's charging policy is that having carried out its duties to ensure charges for support are affordable and fair that payment should be made accordingly.
- 26.2. Where planned care services are not used, or, in the case of Home Care, not cancelled in advance, the services will be deemed to be delivered in accordance with the person's support plan, and therefore subject to normal charging rules.
- 26.3. The Council also has a duty to ensure that consistent, high quality services are maintained and in order to do this, we operate certain guarantees to providers so they can effectively maintain the service for all. This may mean that people are charged for services they did not receive, even if the absence is planned or unavoidable (such as a medical appointment).
- 26.4. Consideration to providing refunds depends on whether a service user pays the full cost of their care, or if the Council subsidises the cost.
- 26.5. Customers paying the full cost of their care charges will only be considered for a refund, if either of the points below are met.
  - 25.4.1 The Service provider has failed to deliver the service. Examples of this are the closure of a Day Centre (e.g. bank holidays, summer leave or emergency) or when a Home Care provider does not attend for planned support calls.
  - 25.4.2 The service user is unable to receive or attend the service (e.g. due to admission to hospital). Any service after a period of 24 hours of continual admission will not be charged.
- 26.6. Anyone who receives financial assistance from the Council (i.e. the service is fully funded, or is part funded by the Council) gets a service greater than their contribution. As such in general any service that is not received will not be refunded. The exceptions to this are:

- i. The person does not receive any service in their support package for a sustained period of time (28 days) due to holiday/hospital admission etc. In this case, the person's benefits will change and will affect what the person could afford to pay. At this point we will look to review the case to determine whether it is appropriate for the service to continue, or if the person's needs should be reviewed.
- ii. The person has purchased alternative care when their scheduled care has not been delivered.

## **27. Collection Debt Recovery**

- 27.1 To ensure our income stream is protected and to enable us to meet our legal and financial obligations to our customers, we maintain a robust debt recovery process. This means that if necessary, we will use all measures available to recoup the charges as explained in this document.
- 27.2 Our preferred payment method is by Direct Debit (DD) and you may be asked at the initial meeting to complete a DD form, this will be used to clear all the debts you owe the council.
- 27.3 Invoices can be paid by debit card by the following methods:
- a. On the internet at [www.kirklees.gov.uk/payments](http://www.kirklees.gov.uk/payments)
  - b. Automated Telephone 01484 414818
  - c. Post Office (there may be a charge);
- 27.4 If payment is not made for an invoice a reminder process is initiated. If payment is still not forthcoming then this can result in legal action to recover the debt outstanding, using all of the recovery powers available under regulations and common law.  
<http://www.kirklees.gov.uk/involve/publisheddoc.aspx?ref=kmdpsspga&e=853>
- 27.5 We will work with all of our customers to help them to understand the charges and to be able to make regular payments in line with their own financial circumstances. However, if payments for care are not forthcoming through the use of these steps, legal proceedings will begin and all legal costs incurred by the Council will also be claimed from the service user /representative.

## **28. Increases to rates**

- 28.1 In line with the Council's Corporate Charging Policy –Fees and Charges, all charges and the scope for charging will be reviewed at least annually within the service area. The review will include those services which could be charged for but which are currently provided free of charge.
- 28.2 Amendments are delegated to appropriate officers and should be approved following the completion of an appropriate business case. Where new fees or charges are to be introduced they are to be approved by Cabinet. As explained above, all changes in fees or charges are subject to individual financial assessments and all service users will only be charged what they have assessed as being able to afford.

## **29. Direct Payments**

- 29.1. When an individual chooses to take their personal budget as a form of direct payment, assessed contributions are deducted from the personal budget amount and a net payment is made by the Council for contribution to the personal budget.
- 29.2. There are regular reviews of direct payments to ensure money is spent appropriately.
- 29.3. Where direct payments are being made and the service user is not spending the direct payment for the appropriate purpose, the council will take steps to recover or clawback any payments that have been inappropriately used. In these cases a review of the care assessment and the financial assessment will also be undertaken.
- 29.4. When an individual chooses for the Council to provide or arrange services using their personal budget, either a regular (e.g. monthly, 4-weekly or quarterly) invoice is sent to clients requesting the payment of their personal contribution or in some cases, providers may be paid net of the clients contribution. This will include any charges associated with any other financially assessed services and/or any flat-rate charges where applicable.
- 29.5. Where a client has entered a Deferred Payment Agreement the agreed level of weekly contribution will be paid by the client directly to the care provider, unless otherwise agreed. The agreed level of deferred fees will be secured and collected in accordance with Council's deferred payment agreement.

## **30. Review and Appeals Process**

- 30.1. If an individual is unhappy about the outcome of their financial assessment, they must start the review and appeals process within one calendar month of the decision letter. Cases outside of this appeal window will be considered as out of time for appeal.
- 30.2. All appeals must be received in writing and must contain details of the grounds for the appeal, along with any relevant additional supporting evidence i.e. income or capital or expenditure etc.
- 30.3. Following receipt of an appeal request the Council will write out and confirm the position with the request, next steps and if any further information is required.
- 30.4. All requests for further information from the customer will be required back within 14 days of the request letter. The appeals process is described below.

## **31. Stage 1 – Review**

At the review stage a different Financial Assessment Officer will review the issue(s) raised by the individual and consider any new financial information provided. The Officer will also check to ensure the Charging Policy has been applied correctly.

The outcome of the review should be confirmed in 14 days or as soon as reasonably practicable

### **32. Stage 2 – Appeal**

If the individual is still unhappy with their reviewed charge or personal contribution, an appeal can be requested within 1 month of the decision letter.

At the appeal stage the case will be reviewed by an Appeals Officer in Welfare and Exchequer Services in conjunction with a CFA manger.

The appeal process can take up to 28 days from the time the completed appeals form is received, to the time the individual is informed of the outcome.

### **33. About the review and appeal process**

Confirmation of the outcome at each stage of this process is communicated with the individual.

The individual will continue to be charged the original assessed contribution during the review and appeal process.

If after the review and appeal the Council asks the person to pay a different weekly charge or personal contribution, the difference will be backdated. Any overpaid charges or contributions will be refunded.

If an independent adjudicator makes a recommendation to waiver the assessed charge, this will need to be ratified by Senior Manager in Client Financial Affairs

### **34. Related Documents and Help and Advice**

- The Care Act 2014
- Equality Act 2010
- Disability Discrimination Act 2005
- Data Protection Act 1998
- Human Rights Act 1998
- Mental Capacity Act 2005
- Kirklees website Adult social care and support

#### **Where can I get financial advice?**

The Council is not allowed to give financial advice directly, but there are independent organisations and services you can go to for financial advice. Some organisations are national and some more local to Kirklees.

#### **Do I have to pay for financial advice?**

It depends. Some organisations offer free advice and others may charge

#### **Useful Contacts:-**

**Society of Later Life Advisors (SOLLA)** which aims to meet the needs of people seeking advice about the financial issues in later life by ensuring they can find an accredited adviser local to them.

Any financial advice given is chargeable. [www.societyoflaterlifeadvisers.co.uk](http://www.societyoflaterlifeadvisers.co.uk)  
Tel: 0333 2020 454

**Money Advice Service** which offers free impartial advice to help you manage your money. [www.moneyadviceservice.org.uk](http://www.moneyadviceservice.org.uk)  
Tel: 0300 500 5000

**Age UK Calderdale and Kirklees** which provides services to inspire, enable and support older people. [enquiries@ageukck.org.uk](mailto:enquiries@ageukck.org.uk)  
Tel: 01422 252 040

**Kirklees Citizens Advice and Law Centre** which provides free, confidential and impartial advice  
Tel: 0344 848 7970

## Appendix 1 - Assessing Disability Related Expenditure (DRE)

Dated 24<sup>th</sup> Jan 2018

### Introduction

Section 17 of The Care Act 2014 permits local authorities to undertake a financial assessment which will determine the level of a service user's financial resources, and the amount (if any) which the service user is assessed as able to pay towards the cost of meeting their care and support needs.

A financial assessment is undertaken to work out how much the service user can afford to contribute towards the cost of care and support. The amount to be paid will depend on the service user's financial situation and is called a "financially assessed contribution". Service users are never asked to pay any more money than the financial assessment shows they can afford.

One of the things considered as part of this assessment is any Disability Related Expenditure.

This document should also be read in conjunction with the Councils Adult Social Care Charging Policy.

### Disability Related Expenditure

When considering Disability Related Expenditure, allowance is made for reasonable spending directly related to a disability to help service users to stay independent and to ensure they are able to maintain a basic healthy, hygienic and safe standard of living.

### Care and Support Statutory Guidance

**The following extracts from the guidance show what should be considered in relation to Disability Related Expenditure**

(See link for Annex C: <https://www.gov.uk/government/publications/care-act-statutory-guidance/care-and-support-statutory-guidance#AnnexC>)

**Annex C 39)** Where disability-related benefits are taken into account, the local authority should make an assessment and allow the person to keep enough benefit to pay for necessary disability-related expenditure to meet any needs which are not being met by the local authority.

**Annex C 40)** In assessing disability-related expenditure, local authorities should include the following. However, it should also be noted that this list is not intended to be exhaustive and any reasonable additional costs directly related to a person's disability should be included:

1. (a) payment for any community alarm system
2. (b) costs of any privately arranged care services required, including respite care
3. (c) costs of any specialist items needed to meet the person's disability needs, for example:
  1. (i) Day or night care which is not being arranged by the local authority
  2. (ii) specialist washing powders or laundry
  3. (iii) additional costs of special dietary needs due to illness or disability (the person may be asked for permission to approach their GP in cases of doubt)

4. (iv) special clothing or footwear, for example, where this needs to be specially made; or additional wear and tear to clothing and footwear caused by disability
5. (v) additional costs of bedding, for example, because of incontinence
6. (vi) any heating costs, or metered costs of water, above the average levels for the area and housing type
7. (vii) occasioned by age, medical condition or disability
8. (viii) reasonable costs of basic garden maintenance, cleaning, or domestic help, if necessitated by the individual's disability and not met by social services
9. (ix) purchase, maintenance, and repair of disability-related equipment, including equipment or transport needed to enter or remain in work; this may include IT costs, where necessitated by the disability; reasonable hire costs of equipment may be included, if due to waiting for supply of equipment from the local council
10. (x) personal assistance costs, including any household or other necessary costs arising for the person
11. (xi) internet access for example for blind and partially sighted people
12. (xii) other transport costs necessitated by illness or disability, including costs of transport to day centres, over and above the mobility component of DLA or PIP, if in payment and available for these costs. In some cases, it may be reasonable for a council not to take account of claimed transport costs – if, for example, a suitable, cheaper form of transport, for example, council-provided transport to day centres is available, but has not been used.
13. (xiii) in other cases, it may be reasonable for a council not to allow for items where a reasonable alternative is available at lesser cost. For example, a council might adopt a policy not to allow for the private purchase cost of continence pads, where these are available from the NHS

**Annex C 41)** The care plan may be a good starting point for considering what is necessary disability-related expenditure. However, flexibility is needed. What is disability-related expenditure should not be limited to what is necessary for care and support. For example, above average heating costs should be considered

### **Assessing Disability Related Expenditure**

To qualify for Disability Related Expenditure the service user must be in receipt of the care component of Disability Living Allowance, Personal Independence Payment (Care) or Attendance Allowance.

The Assessment of Care and Support Plan should also identify and consider disabilities or medical conditions which demonstrate the need for Disability Related Expenditure.

Adults not receiving disability benefits should visit the “BetterOff” Kirklees website, or can contact the Kirklees Citizen Advice and Law Centre for help and advice.

The disability benefits awarded by the DWP or other Gov't department to the individual or household are designed to cover daily living expenditure so the award of a DRE will only be made where costs are met entirely by the adult, exceed 'normal' cost of living expenses and are specifically resulting from the person's disability.

The social worker will identify, assess and record all Disability Related Expenditure as part of the care needs assessment, evidence should be collected at the initial meeting if available. Evidence of this spend will be required such as receipts and invoices. If the service user is not able to provide this evidence during the financial assessment, they will have 28 days to provide it. On receipt of the evidence being provided within the 28 days, any award or reduction in charge due to the DRE will be backdated to the date of the assessment. If evidence is provided after 28 days, any reduction will be made from the date of receipt of the last supporting evidence. Where evidence requested by the Council is not provided by the service user the application will be treated as withdrawn.

### **Calculating Disability Related Expenditure**

Disability Related Expenditure is calculated based on evidence of relevant spending, and local information, for example typical heating costs for different types of housing in Kirklees or regional area costs, and local costs of domestic help. If the Disability Related Expenditure is higher than usual or is of a more unusual nature this will be discussed with the service user during the financial assessment. Expenditure will not be considered as disability related where free alternatives are available through the NHS, for example for incontinence products or chiropody etc.

Also everyday living expenses will not be considered when awarding DRE. Additional costs for day care activities that are not already covered as part of a support plan and will not be allowed. **The following items are considered to be everyday living expenses or a lifestyle choice (this list is not exhaustive):**

- Food & Beverages
- Clothing/Shoes
- Accommodation Costs e.g. Rent/Mortgage/Repairs & Maintenance
- Accommodation Related Costs e.g. house/contents insurance
- Fuel type e.g. gas/electricity/oil/coal
- Water
- Furniture & Flooring (including carpets), and Household Appliances
- Household textiles, cutlery, crockery and cooking utensils
- Personal transportation costs e.g. fuel/tax/insurance/servicing
- Entertainment & Media (TV including digital TV reception/Telephone (including Mobile phones)/Internet & Broadband), Computing and Gaming Hardware and Software
- Domestic pet expenses
- Short Breaks and Holidays

### **Help for Local Welfare provision /Discretionary Housing Payment team for electric - hardship relief**

Some help and support for housing costs may also be available through the LWP/DHP team; please advise the service user to contact (01484 414782 10am to 5pm Monday – Friday) for further advice and an assessment.

### **Discretionary DRE**

In extreme circumstances, DRE exceptions could be made to avoid severe financial hardship or to prevent (or minimise the risk of) harm to the adult or their carer.

### **Appeal Process - Questioning the Disability Related Expenditure amount**

If a service user does not agree with the DRE amount calculated then an appeal can be made.

The service user can write to :- (Kirklees Council, Welfare and Exchequer Service, PO Box 1720, Huddersfield HD1 9EL)

Tel 01484 416795) to ask them to look at the DRE, explaining why the amount is incorrect and by providing additional income or expenditure related information.

# Guidance for staff; Provision of Services outside the Kirklees Care Offer.

## Cleaning, Shopping and Laundry

### **We are changing and looking at different ways of supporting people / you**

Like all Council's, Kirklees is revising its care and support offer in line with the principles of the Care Act.

We want to support people to live independently, to maintain their ability to manage their own lives and enjoy well-being. We want to make sure that we support people when they really need it. Our approach is to work with people to understand what is important to them and their needs, to properly understand what they can manage within their own resources and other help available to them and to focus our limited public resources where they are most required.

### **Working to the Care Act – An Asset or Strength Based Approach**

We work to Care Act principles, we know that people prefer to get on with their lives and we know that people enjoy maintaining their ability to manage themselves for as long as possible. This way of working is called a Strengths Based Approach and the starting

position for any assessment is to look at the existing or available support from family, friends and the local community and to determine the types of outcomes that can be met without reliance on the Council to meet needs.

Kirklees Council has a good record of supporting a range of community groups to provide advice and support. These are often more local and reflect the priorities and local knowledge of those who provide them.

In practice this means allocating skilled resources, such as home support, to those who require those specialist skills to support them return.

### **Keeping our services going!**

It is important to do this to ensure services are sustainable into the future and to help us allocate limited public funds appropriately and, of course, where support is most needed. We believe home care support is better employed to support carers, individuals who require intermediate care and reablement services and people with more long term, complex needs.

We look to support lower level needs through a range of independent services that provide support with household related tasks such as shopping, cleaning and laundry. Support in arranging this is available through our Care Navigation service. We believe that we can help people meet these needs without reliance on Council resources.

In instances where these assessed needs are being met through the use of an individual's resources these will be identified on the assessment for consideration as a Disability Related Expenditure for the purpose of financial assessments.

Where there is a compelling reason to provide cleaning it would be in exceptional circumstances. For instance people who struggle with Self Neglect for whom cleaning is important to prevent further deterioration. It is acknowledged that support services for those on the Self Neglect Pathway may differ to those provided as part of the Kirklees Care Offer.

### **It is recommended that staff refer to the Safeguarding Adults West and North Yorkshire and York Multi-Agency Policy and Procedures to support their decision making.**

Unless there are seriously compelling reasons why this support cannot be provided by utilising an individual's 'assets', we would aim to support individuals to meet these needs via alternative options. This could include:

- ✚ Facilitating a benefits check to ensure resources are available to make private arrangements.
- ✚ Via 'online shopping' (with support from their current care providers and/or family),
- ✚ Support from Family, Carers, neighbours and the local community,
- ✚ And of course Care Navigation can support to source alternative support,

### **Supporting Carers – (Prevent, Reduce, Delay of carer breakdown)**

Carers are one of Kirklees Council's most valuable assets and in line with the Care Act we must support them to continue in their caring role.

If the reduction of services impacts on the carer's ability to provide necessary care, a Carer's assessment must be considered. The Care Navigation Team can identify ways to support a carer, which may include the use of a Carers Personal Budget. This may include support with cleaning, shopping and laundry.

### **Exceptional Circumstances**

*The following case examples are intended to provide guidance to staff of what may be deemed as an exceptional circumstance for providing shopping, cleaning and laundry services via our domiciliary home care and Direct Payments service. This is not an exhaustive list and we need to take into account the relevant circumstances on each individual case.*

**If there are exceptional circumstances, then the additional times need to be incorporated into the existing package of care and not recorded as a standalone call.**

### **Hospital Discharge**

To prevent admission and/or reduce the length of a hospital stay, cleaning, shopping and laundry services **may** be commissioned for a period of up to 2 weeks, to aid efficient and safe discharge. Alternative ways to provide this support should **always** be explored and a review **must** be completed to ensure that alternative options have been arranged.

### **Cleaning support via domiciliary home care support and/or a Direct Payment**

Joanne has a Learning disability and has recently moved from her parent's home into a supported living placement. In order to promote her independence support with domestic tasks has been included within her Support Plan for six months to enable the care provider to enhance her skills in this area with a view to her being independent.

Reasons why this is regarded as an exceptional circumstance:

-  Enables the Service User to acquire the skills and confidence to meet her own needs in the long term

### **Laundry support via domiciliary home care support and/or a Direct Payment**

Mrs Ali lives alone in a bungalow. She receives Home Care support from Kirklees council 6 times a day to assist with activities of daily living. Mrs Ali has a bladder condition causing severe incontinence throughout the day and night. She has been assessed by the Continence Service and has been provided with continence products. However, due to the excessive amount of urine being passed, her bed linen and furniture protectors are soaked.

In this instance it would be deemed appropriate to provide laundry support as part of the service provision.

Reasons why this is perceived as an Exceptional Circumstance

- ✚ Immediate hazard to Mrs Ali's living environment,
- ✚ Immediate Hazard to Mrs Ali's health – skin integrity could be compromised and there is potential for an increased susceptibility to Urinary Tract Infections,
- ✚ Dignity for Mrs Ali,
- ✚ Falls outside of general laundry remit due to the intensity and frequency of the task,

### **How to Record an Exceptional Circumstance**

When undertaking an assessment Staff should ask the following questions to determine whether there are exceptional circumstances:

- ✚ Have you identified exceptional circumstances that inform the need to provide one or more of these services?
- ✚ Are you able to clearly identify the risks of not providing the support as part of a wider care plan, and the impact on the individual's wellbeing?
- ✚ What are the consequences of not providing one or more of these services?

There must be a clear rationale as to why you think there are exceptional circumstances and your rationale should be explicitly written within your assessment of need.

**Team Managers will consider exceptional circumstance rationale as part of the assessment sign off to ensure the consistent application of this guidance.**

Appendix 3 – Deferred Payment Agreement

*CARE ACT 2014  
DEFERRED PAYMENT AGREEMENT*

THE COUNCIL OF THE BOROUGH OF KIRKLEES

AND

**NAME OF THE RESIDENT**

PROPERTY:

CRG.SRB.Reference

This Agreement is made between The Council for the Borough of Kirklees (“the LOCAL AUTHORITY”), of Welfare & Exchequer Services, P O Box 1720, Huddersfield, HD1 9EL and Resident (“you”, “the borrower”), of Address.

## **Interpretation**

1.1 In this agreement, the following words have the following meanings:

**Accommodation:** the care home identified in Schedule 1, as it may be amended in accordance with term 2.7 below;

**Agreement:** the terms set out in this document and numbered 1 to 15, Schedule 1 and, where you are agreeing to make periodical interest payments, Schedule 2;

**Care Charges:** those charges for care and/or support which are specified by description and weekly amount in Schedule 1, as they may be amended in accordance with any of terms 2.7, 2.8 and 2.9 below;

**Costs:** the reasonable administrative costs reasonably incurred in respect of this Agreement, which are payable under term 4 below, estimates for some of which are given in Schedule 1;

**Debt:** the balance from time to time of the Loan which has not yet been repaid, together with any interest and Costs already charged and not yet paid;

**Loan:** the total amount of Care Charges which have been deferred, and the words “lend”, “lending” and “lent” are used in this Agreement to describe the act of deferring a Care Charge or Care Charges payable to the LOCAL AUTHORITY.

**Lending Limit:** the limit on lending as set out in Schedule 1 (see also term 1.2);

**Property:** the property and any other assets (by discretion only) identified on page 33 of this Agreement;

**Rate of Interest:** the rate of interest stated in Schedule 1, as it may be varied under term 3.4.

- 1.2 Where a reference is made in this Agreement to any legislation or legislative provision, it includes reference to that statute or statutory provision as it may from time to time be amended, extended or re-enacted.
- 1.3 Where the context allows or requires, words in the singular include the plural and words in the plural include the singular.
- 1.4 Where a reference is made in this Agreement to your income, it means your income as calculated in accordance with regulations made under section 17 of the Care Act 2014.

## **2. How the Loan will be made**

- 2.1 The LOCAL AUTHORITY agrees, subject to the Lending Limit [*and to the limits related to income, as set out in 2.6 to 2.9 below*], to lend amounts to you, the borrower. Each amount will be subject to a maximum of the weekly Care Charge specified in Schedule 1 or, if less, the weekly care charge which is actually payable, and which meets the Description of Care Charges in Schedule 1. The Loan will be made by deferring your obligation to pay Care Charges which are payable to the LOCAL AUTHORITY. The details of the Accommodation and the Care Charges are set out in Schedule 1 at the end of this Agreement, together with the Lending Limit.
- 2.2 If the Loan would exceed the Lending Limit as a result of the LOCAL AUTHORITY lending an amount that it would otherwise be due to lend for Care Charges, the LOCAL AUTHORITY will not lend that amount. This means, for example, that if 90% of the value of the Property, less the amount of any indebtedness secured over the Property by a charge with priority over the LOCAL AUTHORITY'S security and less £14,250, is £70,000, and you have already been lent a total of £70,000, you will not be lent any more unless or until the value of the Property increases. However, where, due to a fall in the value of the Property, the Loan comes to exceed the Lending Limit on a date which falls after the date on which the LOCAL AUTHORITY last lent an amount in respect of Care Charges and on or before the date on which it is next due to lend an amount in respect of Care Charges, the LOCAL AUTHORITY

will lend on that next occasion even though lending on that occasion will result in the Loan further exceeding the Lending Limit. After that, the LOCAL AUTHORITY will not lend any further amount unless or until the value of the Property increases. This does not preclude the LOCAL AUTHORITY from adding interest and administrative costs to the loan after the lending limit has been reached.

- 2.3 You may, at any time, pay the Care Charges, or part of the Care Charges, yourself, when they become payable, in which case you must give advance notice to the LOCAL AUTHORITY of the amount you are going to pay separately (“your contribution”) specifying whether your contribution is to be made on only one occasion or on a specified number of occasions or on each occasion when a Care Charge becomes payable until further notice.
- 2.4 If there is any change in the frequency of the Care Charges or any change in the amount of the charges which the care provider is charging you for care, you must inform the LOCAL AUTHORITY as soon as reasonably practicable, giving advance notice of any such change to the LOCAL AUTHORITY whenever you have advance notice of the change.
- 2.5 The LOCAL AUTHORITY will not be required to change the frequency with which, or the amounts in which, it lends under this Agreement any sooner than the fourteenth day after the LOCAL AUTHORITY receives notice of any change in the frequency with which or the amounts which, as applicable, you are charged, or which you require the LOCAL AUTHORITY to lend under this Agreement.
- 2.6 If you move from the Accommodation into another care home that new accommodation will be substituted as the Accommodation, and the care charges payable in respect of the new Accommodation (or if less that part of those new care charges which are equal to the existing Care Charges) will be substituted as the Care Charges if they meet the description which is given of the Care Charges in the Schedule or, where they do not meet that description, if the LOCAL AUTHORITY is either required under the Care Act 2014 to agree to lend in respect of those care charges or permitted to do so under the Care Act 2014 and willing to do so. The times for payment of the Care Charges will be substituted for the times shown in the Schedule once at least fourteen days’ notice of those times has been given to the LOCAL AUTHORITY.

- 2.7 The amount of the weekly Care Charge for which the LOCAL AUTHORITY is to lend, as set out in Schedule 1, takes into account the fact that your income may exceed £144 per week and the fact that the LOCAL AUTHORITY requires you to contribute to the payment of each weekly care charge, as it falls due, the amount by which your income may exceed £144 in that week. The weekly Care Charge for which the LOCAL AUTHORITY will lend will be increased by an amount which is equivalent to any reduction in your income up to the maximum of the weekly care charge which is actually payable, and which meets the Description of Care Charges in Schedule 1, and subject to the Lending Limit.
- 2.8 The LOCAL AUTHORITY may, upon giving you at least 30 days' written notice within 30 days after:
- (a) it comes to the attention of the LOCAL AUTHORITY that your income has exceeded £144 in any week while this Agreement is subsisting, or
  - (b) where, at or since the date of this Agreement, your income has already exceeded £144 per week, it comes to the attention of the LOCAL AUTHORITY that your income has further exceeded £144 in any week while this Agreement is subsisting, require you to repay the amount, if any, by which that part of the Loan already provided under this Agreement for Care Charges in respect of that week exceeded the difference between the care charges actually payable and the amount by which your income exceeded £144 in that week.
- 2.9 The LOCAL AUTHORITY may, upon giving you at least 30 days' written notice within 30 days after it comes to the attention of the LOCAL AUTHORITY that your income is to exceed, or further exceed, £144 in any week while this Agreement is subsisting, reduce the amount that it will lend in respect of the care charges for each subsequent week that your income is so to exceed £144 by the amount by which your income is so to exceed £144 in that week and the amount of the Care Charge specified in Schedule 1 will be amended accordingly.
- 2.10 The LOCAL AUTHORITY will not lend any further amount under this Agreement, even where the total amount of the Loan already provided is less than the Lending Limit, at any time when:

2.10.1 you are no longer receiving care and support in a care home or in supported living accommodation;

2.10.2 in the reasonable view of the LOCAL AUTHORITY your needs should no longer be met by the provision of care and support in a care home or in supported living accommodation;

2.10.3 the Property can no longer be insured against all usual risks, unless there are reasonable grounds for concluding that the site value of the Property, disregarding any building on the property, is adequate security for the Debt, together with such further lending as is to be provided.

2.10.4 If your financial resources in terms of capital and as calculated for the purposes of the financial assessment carried out under section 17 of the Care Act 2014 are not more than the sum specified in regulation 12 of the Care and Support (Charging and Assessment of Resources) Regulations 2014 (£14,250 at the date of this agreement) and since the date of this Agreement the Property has become occupied by your partner or by your child who is under 18, or by another member of your family who is aged over 60 or who is incapacitated or by a relative of yours who is aged over 60 or who is incapacitated and for the purposes of assessing your financial resources in terms of capital the LOCAL AUTHORITY has decided to disregard the value of the Property.

2.11 The LOCAL AUTHORITY will give you at least 30 days' written notice of the date on which the Lending Limit will be reached unless it is not reasonably practicable to do so because, for example, the Lending Limit is reached by reason of a fall in the value of the Property.

### **3. Interest**

3.1 Interest will be charged as follows: -

The amount for any given week (full or partial) is added to the deferred payment agreement, at the end of the week the service was delivered (effectively this means it applies from first day of the next week).

Interest is then applied using the following formula:

For an amount £M and an annual interest rate of R%, the interest charged for a period of d days will be:  $£M \times [(1 + R / 100)(d / 365) - 1]$

- 3.2 Interest is payable on the Loan and will compound so that the Debt is repaid in accordance with term 5 below. Alternatively, you may pay the interest periodically in order to prevent interest being added to the Debt by giving the LOCAL AUTHORITY at least 14 days written notice that you wish to do so.
- 3.3 Interest will be added to the Debt in accordance with paragraph 3.4 below, and a statement of account including interest will be sent to you twice yearly.
- 3.4 The LOCAL AUTHORITY may vary the Rate of Interest so as to reflect, in a proportionate and reasonable way any change in the cost of funding the Loan (or so much of such a change as the LOCAL AUTHORITY may choose should be reflected in a variation to the Rate of Interest), upon giving you at least 14 days written notice if the Rate of Interest is to be increased or without notice if the Rate of Interest is to be reduced, provided that:-
  - 3.4.1 the Rate of Interest may never exceed the maximum rate which the local authority is permitted to charge by regulations made under the Care Act 2014. This rate will change every 6 months to track the market gilts rate specified in the most recently published report by the Office of Budget Responsibility (published in the Economic and Fiscal Outlook); and
  - 3.4.2 if the LOCAL AUTHORITY exercises its power to increase the Rate of Interest, it will also subsequently exercise its power so as to reduce the Rate of Interest so as to reflect, in a proportionate and reasonable way, any reduction in the cost of funding the loan which occurs after such increase or increases in the rate of interest.

#### **4. Costs and Interest on Costs**

- 4.1 You must pay the Costs, estimates for some of which are set out in Schedule 1.
- 4.2 The Costs you have to pay in relation to ascertaining the value of the Property, registration of the legal charge, perfection of the security, discharging the security and for the purpose of ensuring compliance with the Agreement will be the actual reasonable costs incurred, and any other Costs you have to pay will be the average

cost, or average costs, to the LOCAL AUTHORITY incurred in relation to deferred payment agreements generally.

- 4.3 A copy of the LOCAL AUTHORITY's current tariff of charges has been provided to you prior to this Agreement and is set out in Schedule 1. The LOCAL AUTHORITY will give you notice of any changes to the tariff of charges by sending you a copy of the tariff whenever it is changed, and you may obtain a copy of the current tariff of charges on request at any time.
- 4.4 The LOCAL AUTHORITY will give you notice of any Costs incurred by the LOCAL AUTHORITY and if you do not reimburse the amount of those costs to the LOCAL AUTHORITY within 28 days after such notice is given, the amount of those costs will be added to the Debt and interest will be charged on the amount of those costs in accordance with term 3 above in respect of the period starting on the 29th day after notice of the costs was given to you until payment to the LOCAL AUTHORITY.

## **5. Repayment**

- 5.1 The Debt is to be repaid to the LOCAL AUTHORITY on the earliest of the following dates:
- 5.1.1 the date of any sale or other disposal of the Property;
  - 5.1.2 90 days after your date of death.
- 5.2 If the LOCAL AUTHORITY provides any part of the Loan under this Agreement upon the mistaken assumption that it is required to provide that part of the Loan when in fact it is not and when you ought reasonably to realise that the LOCAL AUTHORITY is not required to provide that part of the Loan (because, for example, you are no longer living in the Accommodation) that part of the Loan will be immediately repayable to the LOCAL AUTHORITY, together with interest calculated in accordance with term 3 above.
- 5.3 If the LOCAL AUTHORITY provides any part of the Loan under this Agreement upon the mistaken assumption that it is required to provide that part of the Loan when in fact it is not and when it is not the case that you ought reasonably to realise that the LOCAL AUTHORITY is not required to provide that part of the Loan, that part of the Loan will be repayable to the LOCAL AUTHORITY, together with interest calculated

in accordance with term 3 above, upon the LOCAL AUTHORITY giving you not less than three months' notice to repay it.

## **6. Security**

- 6.1 The LOCAL AUTHORITY's rights to repayment and to be paid interest and Costs under this Agreement are to be secured by a legal charge over the Property.
- 6.2 You agree that the LOCAL AUTHORITY can place a legal charge on the Property as security for the money that is owed to the LOCAL AUTHORITY in consideration of the provision of residential care for you ("the Deferred Payments") and which shall be in the form of the CH1 Land Registry form as annexed to this Agreement. You have made evidence of your ownership of the Property available to the LOCAL AUTHORITY (but at your expense) to register the Title at the Land Registry with Title Absolute.

## **7. Possession and use of the Property**

- 7.1 The Property must not be let or occupied by any person without the LOCAL AUTHORITY's prior written consent, which will not be unreasonably withheld provided that the property is to be occupied upon an assured shorthold tenancy which enables an order for possession to be obtained, after the expiry of an initial term of no more than 6 months, upon one month's written notice.

## **8. Insurance and maintenance of the Property**

- 8.1 If satisfactory evidence is not provided to the LOCAL AUTHORITY that the Property is adequately insured against all usual risks, the LOCAL AUTHORITY may itself insure the Property under an appropriate policy of insurance and against all usual risks unless there are reasonable grounds for concluding that the site value of the Property, disregarding any building on the property, is adequate security for the Debt, together with a reasonable amount by which it is anticipated that the Debt will increase in the foreseeable future.
- 8.2 The LOCAL AUTHORITY will give you notice of any Costs reasonably incurred by the LOCAL AUTHORITY in so insuring the Property and if the borrower does not

reimburse the amount of those Costs to the LOCAL AUTHORITY within 28 days after such notice is given, the amount of those Costs will be added to the Debt and interest will be charged on the amount of those Costs in accordance with term 3 above in respect of the period starting on the 29th day after notice of the Costs is given to you, or, if later than the 29th day after advance notice is given that such an item, or items, of Costs will be incurred, the date on which such item, or each such item of Costs is incurred .

- 8.3 The LOCAL AUTHORITY, or any appropriately qualified person acting on behalf of the LOCAL AUTHORITY, may, no more than once a year, and upon giving at least 14 days' notice to the borrower or other owner of the Property, inspect the Property for the purposes of ascertaining whether the Property is being maintained in reasonable condition and/or whether there are works of maintenance and/or repair which should be undertaken to the Property in order to preserve or restore its value.
- 8.4 The LOCAL AUTHORITY, or any appropriately qualified person acting on behalf of the LOCAL AUTHORITY, may, upon giving not less than 14 days' notice to you, carry out such works of maintenance and/or repair as the LOCAL AUTHORITY reasonably considers should be undertaken to the Property in order to preserve or restore its value at or to a value which is adequate security for the Debt, together with a reasonable amount by which it is anticipated that the Debt will increase in the foreseeable future; provided that no more than 56 days and not less than 28 days before, you were given notice by the LOCAL AUTHORITY (or any appropriately qualified person acting on behalf of the LOCAL AUTHORITY) requesting that you carry out or have those works carried out, and those works have not been carried out to the reasonable satisfaction of the LOCAL AUTHORITY or the appropriately qualified person.
- 8.5 In the event that the LOCAL AUTHORITY has reasonable grounds to believe that works of maintenance and/or repair are or may be required as a matter of urgency, the notice requirements under 8.3 and 8.4 above are to be replaced with a requirement to take reasonable steps to notify you as soon as reasonably practicable.
- 8.6 The LOCAL AUTHORITY will give you notice of any reasonable Costs reasonably incurred by the LOCAL AUTHORITY in relation to the maintenance and/or repair of the Property and if you do not reimburse the amount of those Costs to the LOCAL

AUTHORITY within 28 days after such notice is given, the amount of those Costs will be added to the Debt and interest will be charged on the amount of those Costs in accordance with term 3 above in respect of the period starting on the 29th day after notice of the Costs was given to you until payment to the LOCAL AUTHORITY.

## **9. Valuations**

- 9.1 If at any time the LOCAL AUTHORITY has reasonable grounds for concluding that the Debt exceeds [50%] of the value of the Property, the LOCAL AUTHORITY may take reasonable steps to ascertain the value of the property and in particular instruct a suitably qualified valuer to inspect the Property and to provide a report to the LOCAL AUTHORITY on the market value of the Property.
- 9.2 The LOCAL AUTHORITY will give you notice of any reasonable Costs reasonably incurred by the LOCAL AUTHORITY in obtaining a valuation report or otherwise ascertaining the value of the Property and if you do not reimburse the amount of those Costs to the LOCAL AUTHORITY within 28 days after such notice is given, the amount of those Costs will be added to the Debt and interest will be charged on the amount of those Costs in accordance with term 3 above in respect of the period starting on the 29th day after notice of the Costs was given to you until payment to the LOCAL AUTHORITY.

## **10. Keeping the LOCAL AUTHORITY informed**

- 10.1 You must inform the LOCAL AUTHORITY as soon as reasonably practicable if any of the following happens:
- 10.1.1 your income exceeds, or is expected to exceed, £144 in any week or, where your income has already exceeded £144 per week, it further exceeds, or is expected to further exceed, £144 in any week;
  - 10.1.2 there is any change to the amount or frequency of your Care Charges;
  - 10.1.3 you have not paid any Care Charge in full when it has become due (other than any which is payable to the LOCAL AUTHORITY or which the LOCAL AUTHORITY is to pay on your behalf under this Agreement);
  - 10.1.4 you cease to live in a care home;

10.1.5 there is a change to your needs for care and support the effect of which is that you may no longer require your needs to be met by the provision of the Accommodation;

10.1.6 a decision is taken to sell or otherwise dispose of the Property or any of it.

10.2 You must, whenever asked to do so by the LOCAL AUTHORITY, provide evidence to the LOCAL AUTHORITY, as soon as reasonably practicable, that the Property is adequately insured against all usual risks. The LOCAL AUTHORITY will not request the provision of such evidence during a period in respect of which evidence has already been provided to the LOCAL AUTHORITY that the Property is adequately covered by an insurance policy, provided that evidence has also been provided to the LOCAL AUTHORITY that the premium and insurance premium tax payable for that policy have been paid.

## **11. Ending this Agreement**

11.1 This Agreement has no fixed duration.

11.2 You may bring the Agreement to an end at any time by giving reasonable written notice to the LOCAL AUTHORITY and paying the whole of the Debt.

11.3 If you do not bring the Agreement to an end early under 11.2 above, the Agreement will come to an end when the Debt is paid in accordance with term 5 above.

## **12. Statements**

12.1 The LOCAL AUTHORITY will provide you with a written statement, informing you of the amount which you would have to pay to the LOCAL AUTHORITY if you were to bring the Agreement to an end on the date on which the statement is sent or such later date as has been requested by you, and the amount of interest and Costs which have accrued since the Agreement was made:

12.1.1 at the end of the period, no longer than six months beginning with the date of this Agreement;

12.1.2 every six months after the date of the first statement; and

12.1.3 within 28 days of a request to the LOCAL AUTHORITY for such a statement made by you or on your behalf.

### **13. How notices or statements are to be given**

- 13.1 Any notice or statement which the LOCAL AUTHORITY is to give, or may give, to you under this Agreement is to be given by sending the notice by second class prepaid post to you at the Accommodation or to such other person and at such address as has been agreed between the LOCAL AUTHORITY and you from time to time.
- 13.2 Any notice which you give to the LOCAL AUTHORITY under this Agreement is to be given by contacting community care finance by telephone on 01484 221000 or by sending the notice by second class prepaid post to The Council for the Borough of Kirklees, Welfare & Exchequer Services, P O Box 1720, Huddersfield, HD1 9EL.
- 13.3 Any notice or statement which is sent by second class prepaid post is to be treated as having been served on the second day after it is posted, excluding Sundays and public holidays.

### **14 Applicable law**

- 14.1 The interpretation, validity and performance of this Agreement shall be governed by the law of England and Wales.

### **15 Variation**

- 15.1 Any variation to this Agreement must be in writing and signed both by the borrower and on behalf of the LOCAL AUTHORITY.

### **Borrower's signature**

**Please read this Agreement carefully, including all the terms set out above, the information set out below and the terms and information set out in the Schedules at the end of the Agreement. Only sign below if you understand and accept those terms and information.**

Signed by the borrower or their authorised representative deputy):

---

**Resident by her Attorney,**

**Attorney name**

Date of signature by the borrower: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Signed on behalf of the LOCAL AUTHORITY: \_\_\_\_\_

Name of person signing: \_\_\_\_\_

Position of person signing: \_\_\_\_\_

Date of signature on behalf of the  
LOCAL AUTHORITY: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

### **Missing payments**

If you do not make payment when it falls due, legal proceedings may be issued against you for a judgment for the amount you owe and/or for possession of the Property. It could also make it more difficult or expensive for you to obtain credit in the future.

### **Complaints**

If you or any guarantor is dissatisfied with any action or omission on the part of the LOCAL AUTHORITY under or in connection with this Agreement, in the first instance please write to The Customer Care Team at The Council for the Borough of Kirklees, Welfare & Exchequer Services, P O Box 1720, Huddersfield, HD1 9EL or telephone 01484 221000. If your complaint is not resolved by the LOCAL AUTHORITY to your satisfaction, you may have a right of appeal to the Local Government Ombudsman.

## SCHEDULE 1

**Accommodation:** care home

**Description of Care Charges:** charges which the LOCAL AUTHORITY considers to be necessary to meet the borrower's needs while the borrower is living in the Accommodation.

**Weekly Care Charge:** £from instructions difference between each figure – lower amount

The Care Charges specified above are those Care Charges for which the Loan is to be provided by the LOCAL AUTHORITY under this Agreement. The total payable for your care and support while the borrower is living in the Accommodation may be more than the Care Charges shown above.

**Date when first Care Charge to which this agreement relates will be incurred:** +1 day.

### **Lending Limit:**

90% of the market or surrender value of the Property less:

(a) the total amount of any indebtedness secured on that asset, or those assets, by security which has priority over the LOCAL AUTHORITY's security, and

(b) £14,250

### **Rate of Interest**

Based on the latest market gilt rate from the OBR Economic & Fiscal Outlook report plus 0.15%. Subject to variation under term 3 on page 6.

### **Estimated Costs**

£1,319 for making the Agreement / Registering the legal Charge

## SCHEDULE 2

If you have agreed to make a periodical payment of interest, then payment of the interest should be made within 28 days of the date of the statement of interest provided by the LOCAL AUTHORITY.