

Walsall Council
Adult Social Care Charging Policy

DRAFT

Effective from: April 2022

Due for review: April 2023

Any changes in legislation or guidance will be considered by the Council for incorporation when the legislation is introduced.

How to read this document

Sections

This policy provides an overview of the charging and financial assessment process for adult care and support services within Walsall; however, you may not need to read it all as not every section may be relevant to you. You can use the section titles within the contents page to go directly to the sections that apply to you.

Understanding terms

If there is a term you do not understand, there is a glossary on page 44 which explains many common terms used throughout the policy and your financial assessment.

Factsheets

Your social care worker will provide you with factsheets which will be easier to read as they break the policy down by topic.

Additional help

Your social care worker should discuss the process with you and answer any general questions you have about paying for your care and support services. If you need additional help understanding the contents of this policy, please contact the Adult Social Care Team on:

Telephone: 0300 555 2922

Fax: 01543 372947

Textphone: 01922 654000

SMS text: 07894 114482

Address: Walsall MBC, Adult Social Care, 3rd Floor, Zone 3D, Civic Centre, Darwall Street, Walsall, WS1 1TP

Email: initialintake@walsall.gov.uk

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1. Overview of charging in Walsall

1.1 Introduction

Unlike services that may be provided to you by the National Health Service, social care, with some limited exceptions, is not a free service. This policy explains the financial assessment process and how any charges for care and support services in both residential and community settings are assessed and charged.

In assessing what you can afford to pay we must apply the nationally set "upper" and "lower" capital limits in force at the relevant time (see section 1.7). These figures can change from year to year and are published by the Department of Health and Social Care annually. The upper limit is currently £23,250 and the lower limit is £14,250.

If you have capital over £23,250 (or the figure in force at the time) you will be deemed as being able to afford the full cost of your care and be required to self-fund your care (see section 1.5). If you have eligible needs for care and support and less than £23,250, we will undertake a financial assessment to determine how much you are charged towards the cost of your care. You will not be charged more than you can afford to pay as determined by the detailed regulations. You will also not be asked to pay more than the cost of your care.

We are committed to ensuring that everyone is treated fairly. The overarching principle is that people should only pay what they can afford. To this end, we have, in formulating this policy, taken into account the following principles which are set out in [Care and Support Statutory guidance Chapter 8 paragraph 8.2](#):

- ensure that people are not charged more than it is reasonably practicable for them to pay
- be comprehensive, to reduce variation in the way people are assessed and charged
- be clear and transparent, so people know what they will be charged
- promote wellbeing, social inclusion and support the vision of personalisation, independence, choice, and control
- support carers to look after their own health and wellbeing and to care effectively and safely
- be person-focused, reflecting the variety of care and caring journeys and the variety of options available to meet people's needs
- apply the charging rules equally so those with similar needs or services are treated the same, and minimise anomalies between different care settings
- encourage and enable those who wish to stay in or take up employment, education or training or plan future costs of meeting their needs to do so
- be sustainable for us in the long-term

The Legal Framework

The main legislation, regulations and guidance that apply to this policy are

- The Care Act 2014 (the "Act")
- The Care and Support (Charging and Assessment of Resources) Regulations 2014
- The Care and Support and Aftercare (Choice of Accommodation) Regulations 2014
- The Care and Support (Deferred Payment) Regulations 2014
- The Care and Support (Preventing Needs of Care and Support) Regulations 2014
- The Care and Support Statutory Guidance (as in force at the relevant time) Chapters 8 and 9 and annexes A-F
- The Equality Act 2010

You can see these acts and guidance on the Government website, www.gov.uk. Your social care worker will be able to provide you with further information and ensure you are part of planning your care for your individual needs and requirements. Further sources of information and support can be found in section 4.8 of this policy.

Any aspect of charging for care which is not explicitly mentioned within this policy will be dealt with according to the Act and the Care and Support Statutory Guidance.

1.2 Types of Care

1.2.1 Reablement care

This is a service provided to people who need a short period of support to regain as much independence as possible following a period in hospital or after a physical illness. The Intermediate Care Service (ICS) provide this and consists of health and social care personnel who can work with you in order for you to improve in daily living tasks. If accepted for reablement you will not be charged for this care for up to six weeks, however once reablement is no longer considered beneficial, you may be charged for any ongoing support needed as per community charging below.

1.2.2 Community Care

Community care refers to care, and support received in your own home, and other adult social care services provided in the community, outside of a care home. There are many different types of services. Your social care worker will be able to discuss with you what services are available that will best meet your needs. Some people have a mixture of services, but some people may only have one. These services include, but are not limited to:

- home care (care in your own home)
- specialist autism services
- day opportunities
- community support
- transport to services
- supported living

- shared lives services
- mental health day services
- mental health housing support services
- other services you may purchase directly e.g., personal assistant

1.2.3 Residential Care

Residential care is where you live in a residential care home or a care home that provides nursing care, a nursing home, rather than in your own home. In this policy we will use the words care home to mean either a residential care home or a nursing home unless a distinction has to be made.

If you are unable to live independently, even with extra support, you may need to consider moving into a care home. Your care and support need at the time will be assessed and discussed with your social care worker and your family as part of your needs assessment. In certain circumstances, you may only need short term care. This may be appropriate for example if you are recovering from a hospital stay or illness, or to give the person who cares for you a break from their caring responsibilities. This is known as respite care. In other circumstances, you may need more permanent care and support within a care home. Agreement will be reached with you and your family on the type and the length of the care that you might need.

In most cases your needs assessment will clearly identify what type of placement is required to meet your needs e.g., one that provides personal care or one that provides both nursing and personal care. Care homes are independently run by a variety of private and not-for-profit organisations. All registered care homes are regulated by the Care Quality Commission. Their website (www.cqc.org.uk) provides general information and copies of inspection reports which have been undertaken by the Care Quality Commission to ensure they meet appropriate standards of care.

1.3 Who is charged?

If you are over 18 years of age, have been assessed as being eligible for care at home, in the community or in a care home, you will need a financial assessment to determine how much you will be charged towards your care costs. Some Adult Care services are free of charge and if these are the only services you receive you will not need a financial assessment.

These are:

- reablement services (up to 6 weeks maximum) - help with daily living activities and other practical tasks to enable you to maintain or regain the ability needed to live independently in your own home.
- community equipment (aids and minor adaptations to property) – this is for the purpose of assisting you at home or aiding your daily living. Aids are provided free of charge to meet, prevent, or delay needs. A minor adaptation is one which costs £1000 or less.
- any services required to meet an assessed need under section 117 Mental Health Act 1983 known as "after-care". This is a need which must relate to the reason you were detained. You are only eligible for section 117 after-care if you have ever been hospitalised under section 3, 37, 45A, 47 or 48 of the Mental Health Act 1983 and have since been discharged from hospital. It is possible to be in receipt of after-care services

under section 117 but have additional needs that are not related to keeping you mentally well; these needs would fall outside the scope of section 117, and they would be assessed in the usual way and may be charged for.

- care and support provided to people with variant Creutzfeldt Jakob Disease (CJD)
- NHS continuing healthcare – which is an ongoing package of health and social care and support that is arranged and fully funded by the NHS. If you become no longer eligible for NHS continuing health care and you are being provided services by us, you will be responsible for paying any charge you have been assessed as being able to afford from the date the health funding ceases.
- your care assessment and care planning
- carers' support services

1.4 Personal Budgets

If your care assessment identifies eligible needs, you will be allocated a Personal Budget. This is the amount your total care package should cost for the year, including planned respite. Your Personal Budget will be made up of money from the Council plus the charges you have been assessed to pay, if any. You can use this budget to buy the care and support you need by one of the following ways:

- by receiving services commissioned or arranged by us
- as a direct payment (see section 3.7) – this means that you will be able to purchase your care and support yourself within your allocated Personal Budget
- as a managed account held by a third party, called an individual service fund or ISF, with support provided in line with your wishes.

In some cases, you may wish to split your Personal Budget so that you pay for some services directly, for example day opportunities, and ask us to manage other services, such as your home care provider.

1.5 Self-funders

A self-funder is someone who has to pay for the full cost of their care and support. The most common situation is where you have relevant capital or other assets above the upper capital limit in force at the time, currently £23,250.

In some circumstances we will also be able to class you as a self-funder if you:

- choose not to disclose your financial information to enable a full financial assessment to be undertaken – in these circumstances you will be asked to sign a declaration that you are happy to pay the full cost of services received
- fail to co-operate and/or do not provide a completed data capture form and the correct evidence within 14 days of the start of care without good reason (see section 1.14)
- are not eligible for financial support as an outcome of a full financial assessment
- have been assessed for care and support needs but you are not eligible for adult social care services.

If this is the case, you will still be entitled to a free assessment of your care needs. If you then wish for us to arrange and manage a community care package (not residential care) to meet those needs, rather than making your own arrangements directly with your

chosen service provider(s), you will be charged a one-off, non-refundable arrangement fee. This fee will cover the costs we incur for arranging your care and negotiating and managing the contract with the care provider. If you are responsible for paying for your own care but do not have mental capacity to arrange it for yourself, and have no one to do this for you, the Council will arrange for your care.

Anyone may choose to enter private arrangements with care providers to arrange their care. If you are self-funding your care, you will have to contract with, and pay your chosen providers. Your social care worker can provide further advice and direct you to further sources of information. You may also be able to apply for a deferred payment loan agreement to finance your care in a care home (see section 2.5).

For residential care, we will arrange care home accommodation where you are assessed to need residential care if you do not have the capacity to make the arrangements yourself and there is no one willing or able to make the arrangements on your behalf. You will however still be required to meet the full cost of your care.

You may also use the services of outside organisations that are able to arrange and manage care packages on your behalf, for example, an independent social care worker or broker. In such circumstances, you and your representatives will be encouraged to fully consider both the benefits and the drawbacks this may offer in terms of additional choice, the potential charges of such organisations and the rates care providers would charge privately.

Once your assets start to fall towards the capital limit in force at the time or fall below £30,000, you should consider approaching us in good time to see whether we are required to meet your needs. You will be asked to provide at least 2 years' worth of financial evidence and may require a further care needs assessment. We reserve the right to ask for further details and evidence going back further in some complex cases. Please see section 4.8 for details on where to get independent financial and legal advice and when the time comes, contact customer services who can direct you.

1.6 Will I need a full financial assessment – 'light touch' assessments

There are some circumstances in which we are permitted, with your consent, to carry out what is called a "light touch" assessment. In order to do so we must be satisfied based on evidence that you will be able to afford and continue to afford any charges due. In considering this, we will consider not only any evidence that you are able to provide but also the level of the charge we propose to make. In these circumstances we will be able to treat you as if an assessment has been carried out.

The main circumstances in which a light touch assessment can be considered are as follows:

1. you have significant financial resources and you do not wish to have a financial assessment. In these circumstances we will want to be satisfied that you are able to afford the charges. This may be evidenced where you have property clearly worth more than the upper capital limit or you have clear savings or other capital assets above the limit of £23,250 (see section 1.7)
2. the charges for the services are small or nominal, and you can pay and would clearly have the relevant minimum income left, where carrying out a financial assessment would be disproportionate

3. you are in receipt of benefits which already show that you would not be able to pay towards your care and support costs. In this case we will ask for evidence of what benefits you receive

Before we undertake a light touch assessment, we will need your consent to do so and your confirmation that you are willing to pay the charges levied. Without this we will be required to undertake a full financial assessment. If you do consent to a light touch assessment you will still need to provide some details to us such as your date of birth, National Insurance number, any evidence referred to above and contact details. You will also be asked to sign a declaration. Once a light touch assessment has taken place, you will be advised of the outcome and of your right to request a full financial assessment should you wish to do so. Information about the financial assessment is contained in this policy and on our website for you to be able to decide whether a light touch assessment is right for you.

1.7 Capital

As part of your financial assessment, you will be asked about any savings, investments, or assets you own, or part own. In accordance with the regulations, some capital is taken into account in your assessment in full and some is disregarded (not included) indefinitely or for a fixed period. For example, capital under the lower capital limit, currently £14,250, will always be disregarded.

By providing details of all your capital assets we can make sure that you are being assessed correctly in accordance with the regulations. The following are some examples of capital that is taken into account; it is not an exhaustive list:

- any bank or savings accounts
- bonds or premium bonds
- stocks and shares – 10% of value is not included
- life assurance policies or trusts
- the value of any properties or land owned in this country or abroad, including your main residence - see further details below
- capital in business

We will need to know details of any capital assets for example: property, an entitlement under a trust fund or other investments etc. Sometimes you may be an owner of an asset (legal owner) and named as such. In other cases, you may have an established entitlement in an asset, but your name does not appear as a legal owner. In this case you are known as a "beneficial" owner. In some cases, you may be both. In each of these scenarios it will be important to provide full details so that we can ensure you are assessed correctly. If you are unsure just include the information.

Example of capital dispute 1

You have £ 15,000 in a building society account in your name. You say that £3,000 is set aside for your granddaughter's education. Unfortunately, there is no deed of trust or other legal arrangement which would prevent you using the whole amount yourself. You will therefore be treated as the beneficial owner of the whole amount and £15,000 will be counted as capital in your financial assessment. Tariff income would therefore be applicable (see section 1.7.2).

Example adapted from the Care Act 2014

Example of capital dispute 2

You have £10,000 in a bank account in your name and shares valued at £6,500. You provide evidence to show that the shares were purchased on behalf of your son who is abroad and that they will be transferred to him when he returns to the UK. Although you are the legal owner, you are holding the shares in trust for your son who is the beneficial owner. Only the £10,000 is therefore treated as capital.

Example adapted from the Care Act 2014

1.7.1 How will we value a capital asset?

The value and treatment of capital assets are set out in the regulations and in Annexe B of the Care and Support Statutory Guidance. With the exception of National Savings Certificates, the value of the asset is usually either the current market value of the asset (for example, property, stocks, and shares) or its surrender value (for example premium bonds etc.). Where capital is jointly owned, the beneficial owner is treated as owning an equal share of that capital asset unless there is evidence that you own more (or less) than an equal share. The current market value of an asset is assessed as being the price a "willing buyer would pay to a willing seller". If there will be any actual expenses in selling the asset the value of the asset will be reduced by 10%.

If you have property, the property will be valued in accordance with its current market value at the time of your assessment minus:

- a) 10% of the value to allow for expenses of sale. Any expenses must be connected with the actual sale, for example legal fees
- b) any outstanding debts on the property such as a mortgage

Where there is a dispute about the value of an asset, we will try to resolve this as quickly as possible by obtaining an independent valuation. If the asset is sold, the capital amount to be taken into account is the actual amount realised from the sale less any actual expenses incurred.

1.7.2 How will capital be financially assessed?

Certain capital assets can be disregarded but you should inform us of your total assets.

In some cases, you may be treated as having capital that you do not have. This is known as notional capital. See section 1.8 for further details.

Your capital comprises both actual and notional capital.

How your capital is treated during the calculation of your charges depends on the total amount you have:

Amount of capital/savings	Treatment in financial assessment
£0 – £14,250	You won't need to use your capital resources to pay towards care and support. Any assessed charges will be worked out from your income only
£14,251 – £23,250	Your financial assessment will include income added at a rate of £1 for every £250 or part £250. This is called tariff income – see example below
£23,250	You are assumed to be able to afford the full cost of your care and support. We will class you as a self-funder (see section 1.5)

Capital tariff income example:

You have	£15,000	worth of premium bonds
Minus	<u>£14,250</u>	savings not taken into account
	£ 750	divided by £250 = £3

This means an extra £3 will be added to your weekly income when calculating your charges, listed as your capital tariff income.

1.8 Income

You will also be asked about the money you have coming in regularly or are entitled to. This could be pensions, benefits, or earnings. The data capture form will prompt you for most common sources of income, however, you should provide information about all your income, as this will help us to advise you about any benefits you are entitled to and are not claiming (see section 4.1). Benefits that you have chosen not to claim may be included in your income. Just like capital assets it is important that you advise of all of your income. There are also some sources of income (just like capital) which will be disregarded in your financial assessment. Common sources of income and whether they are included or disregarded fully or partially when calculating your charges can be found in **Appendix 1**. Income is net of any tax or national insurance contributions.

In some circumstances you may be treated as having income that you do not actually have. This is known as notional income. This might include, for example:

- income that would be available on application but has not been applied for such as benefits you are eligible for but have not claimed or where you are eligible to receive a pension but have not arranged to draw down the maximum annuity income
- income that is due but has not been received
- income that you have deliberately deprived yourself of for the purpose of reducing the amount you are liable to pay for your care

Notional income should also be applied where a person who has reached retirement age and has a personal pension plan but has not purchased an annuity or arranged to draw down the equivalent **maximum** annuity income that would be available from the plan.

Notional income example:

You have a pension fund worth £30,000. The maximum annuity income would be £120 per week, but you choose to access this flexibly and as a result only draw down £5 a week as income when you begin to receive care and support. For the purposes of the financial assessment, we can assume an income of the maximum annuity income of £120 per week.

Example adapted from the Care Act 2014

1.9 Couples

Every person is treated individually for purposes of a financial assessment. This means that we will assess only the income and capital of the individual who is undergoing the financial assessment. This approach applies in all care settings. Jointly owned assets, income and expenses will be divided equally when assessing your finances; unless you inform us otherwise on the form or via email/letter and provide evidence proving your share.

1.10 Deprivation of income or assets

You are free to spend your income and assets as you see fit, including making gifts to friends and family. However, it is also important that if you have care and support needs you pay the charges for your care costs that you are responsible for. We can look at whether you have removed your assets from our reach to avoid paying towards your care. This is known as deprivation of assets. You can deprive yourself of both income and capital.

Deprivation of assets occurs where you must have known that you would need care and support and you have disposed or reduced your income and/or assets to reduce the amount you are charged towards your care.

Annexe E of the Care and Support Statutory guidance provides some examples of how you may deprive yourself of assets:

- a) a lump sum payment to someone else
- b) substantial expenditure has been incurred suddenly and is out of character with previous spending
- c) the title deeds of a property have been transferred to someone else
- d) assets have been put into a trust that cannot be revoked

- e) assets have been converted into another form that would be subject to a disregard under the financial assessment
- f) assets have been reduced by living extravagantly for example gambling
- g) assets have been used to purchase an investment bond with life insurance

Deprivation will not be automatically assumed, there may be valid reasons why you no longer have an asset. When deciding whether this is the case, we will look at different factors, including the reasons for transfer and whether, at the time of transfer, you knew that it was likely that you would need care in the future.

Deprivation of assets example 1:

You have £18,000 in a building society and use £10,500 to purchase a car. Two weeks later you enter a care home and give the car to your daughter. If you knew when you purchased the car that you could need care due to a deteriorating health condition, then deprivation of assets would be considered. However, all the circumstances must be considered, so if you were admitted as an emergency and had no reason to think you may need care and support when you purchased the car, this would not be considered deprivation.

Example adapted from the Care Act 2014

Cases where it is considered there may have been a deprivation of assets with a view to reducing or avoiding care fees are considered by our Discretionary Property Disregard and Adult Social Care Assessed Contributions Appeals Panel.

If our view is that there has been a deprivation of assets, we will either treat you as if you still have possession of those assets for the purpose of the financial assessment; this is called notional capital or notional income or where assets have been transferred to a third party to avoid the charge, we may take action against the third party. As with any debt, when other efforts to retrieve the debt have been exhausted, recovery proceedings can be instigated. When pursuing the recovery of charges, we will act in accordance with Annex D of the Care and Support Statutory Guidance.

Deprivation of assets example 2 – notional capital:

You had £21,000 in your savings account. This was the total of your assets.

One week before starting care you give your 3 children £7,000 each. As you knew you would be starting a care package, this was with the sole intention of avoiding care and support charges.

Had you not given the money away, the first £14,250 would have been disregarded and you would have been charged a tariff income (see section 1.7) of £1 for every £250 on your assets between £14,250 and £23,250.

This means you should have been assessed as being able to afford an extra £27 per week. The £21,000 you gave away will be treated as notional capital and £27 per week will be added to your assessment.

Example adapted from the Care Act 2014

1.11 Expenses

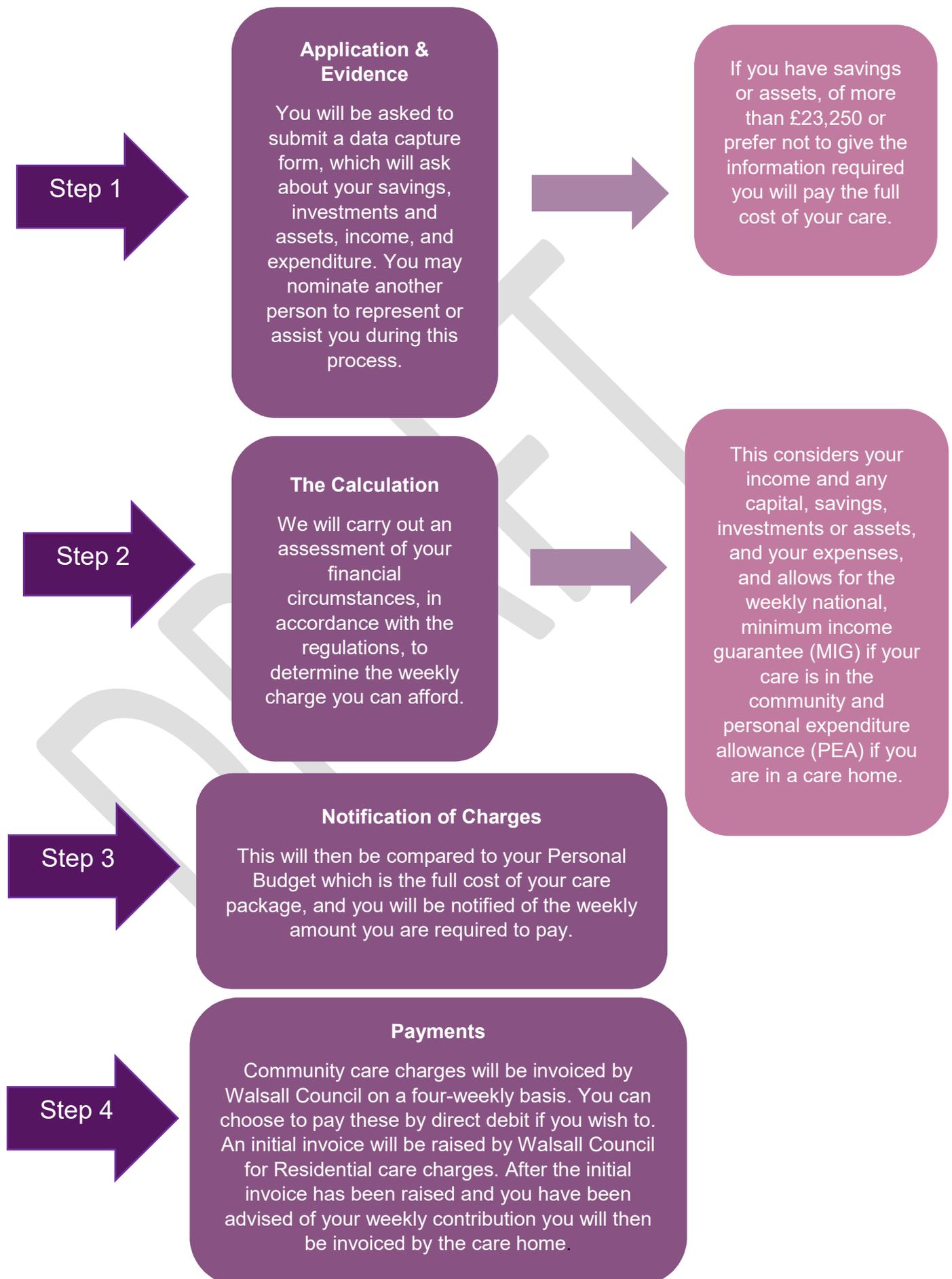
Your expenditure will be treated differently during the financial assessment depending on the type of care you are receiving:

- **Community care** - your household costs (see section 3.3) and disability related expenditure (see section 3.4) will be taken into account
- **Temporary residential care** - expenses will be taken into account to maintain your home throughout your stay in addition to a personal expenditure allowance (see section 2.4)
- **Permanent residential care** - you will be left with a minimum amount of income known as personal expenditure allowance (see section 2.4) An allowance of up to £5,000 is allowed for funeral expenses, if evidence of a purchased plan or bond, is provided.

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1.12 The financial assessment process

These steps are explained in more detail below:



1.12.1 Step 1: application and evidence

Once your care needs have been assessed, you will be asked to submit a data capture form. This will determine how much you will be charged towards your care costs.

Your social care worker will provide you with the form and guidance you require to complete the form. They will also be able to provide you with initial support and refer you to further support if required.

You will be asked about your savings, investments and assets, the money you have coming in, and your expenditure. Further details about what we need to know can be found in section 1.13 with a full list of evidence we may require in **Appendix 2**.

In order for us to process your financial assessment in a timely manner:

- you should submit your data capture form as soon as possible after the appointment for your care needs assessment. However, in all instances the financial assessment form, must be returned within 14 days of care commencing.
- you should submit the required evidence (**see Appendix 2**) as soon as possible
- you may be contacted by a Social Worker to ask if you need any help or to request any further information that is needed

Any delay in submitting the data capture form and/or any evidence required will result in the following circumstances:

- if you have not submitted your data capture form within 14 days of the start of care (at the latest) or you have not been in contact as the late return is due to waiting for help or evidence, you will be treated by us as someone who has to pay the full cost of your care. The full cost charge will be applicable from day 15 until the date, the data capture form is received.
- Upon receipt of the completed data capture form the contribution amount will be assessed and applicable from the date of receipt of that form. Please note, that in these circumstances you will not be entitled to any backdating of the new assessed charge, without good cause.
- if you have selected to have a Direct Payment, any delay in submitting your financial assessment and documentary evidence, may delay when payments to you can start.

If you need to amend any of the information on your financial assessment due to errors, you can notify us in writing and send in any evidence of the change. You need to do this as soon as you realise the error as your charges will start based on the initial assessment made and therefore may result in backdating of charges.

For further information on changes in circumstances and backdated charges please see section 1.16.

1.12.2 Step 2: the calculation

Your final charge will not be confirmed until your care package is confirmed.

You will never pay more than the total cost of your care package.

If you and your partner are both receiving care, you will be assessed individually and each of you will be given an individual weekly charge.

We will follow the steps below when assessing your financial circumstances:

The Calculation

Consider capital

Money coming in plus
capital tariff

Minus income not counted

Minus allowed expenses
you have

Minus MIG or PEA

Totals your maximum charge

1. Consideration of capital (see section 1.7)
2. Calculate your total income including an amount for savings known as Capital Tariff (see section 1.7). Some income and benefits are ignored for the purposes of calculating your charge and these are taken away (see section 1.8).
3. From the total income, deduct any allowable expenses including Disability Related Expenses (DRE – see section 3.4) only applicable if you have community care. Additional deductions, include house insurance and housing costs (after any HB/CTR is paid).
4. Also deduct Minimum Income Guarantee (MIG – see section 3.2) for community care or Personal Expense Allowance (PEA – see section 2.4) for care in a home and any other specific allowances.
5. The amount which remains is the maximum you can be asked to pay.
6. Work out the full cost of your care and support, your Personal Budget, and compare this cost to the maximum charge calculated. You will be charged the lower of these two amounts.

Please note, the rates used in the examples below were correct at the time of writing but will be reviewed annually by the government.

Residential services financial assessment calculation example 1

Your Personal Budget (see section 1.4) is £32,000 for the year – that is the cost of your care, which equates to **£600 per week**

Your weekly income is:		
State Pension	£177.10	
Lower rate Attendance Allowance	+£60.00	
Tariff income	£3.00	(See section 1.7)
	£240.10	
Deductible allowances:		
PEA	£24.90	(See section 2.4)
Savings Credit	+£ 5.75	
	£30.65	
Maximum charge:		
Weekly income	£240.10	
Allowances	- £ 30.65	
	£209.45	

Therefore, you are assessed as being able to afford **£209.45** a week towards your care costs.

Residential services financial assessment calculation example 2

Your income, allowances and cost of care are the same as example 1 but **you own a property valued at more than £23,250**.

Property value is usually disregarded for the first 12 weeks of permanent care. So, for this period you would be assessed, like example 1, to be able to afford **£209.45**.

During the 12-week property disregard period, if applicable, you will be given the option to enter into a deferred payment agreement (see section 2.5).

If you choose this option, you will continue to pay **£209.45** a week towards your care, with the **remaining amount deferred against the value of your property** which is secured by way of a legal charge on your property.

Cost of care	£600.00
Less: weekly charge paid towards care	- £209.45
Deferred amount	£390.55

If you choose not to join the deferred payment agreement, then you will be required to self-fund your care from the end of the 12-week property disregard and pay the full amount of £600 per week to the care home (see section 2.3.1).

Community services financial assessment calculation example 1

Your Personal Budget (see section 1.4) is £5,200 for the year – that is the cost of your care, which equates to **£100 per week**

Your weekly income is:		
State Pension	£177.10	
Lower rate Attendance Allowance	+£60.00	
Tariff income	£ 3.00	(See section 1.7)
	£240.10	
Deductible allowances:		
DRE band 2	£6.00	(See section 3.4)
Pensioner MIG	+£221.38	(See section 3.2)
Housing/CTR	£15.00	
	£242.38	
Maximum charge:		
Weekly income	£240.10	
Allowances	- £242.38	
	£ -2.28	

Your weekly income is less than the allowable expenses so you will not be charged.

Community services financial assessment calculation example 2

Your Personal Budget (see section 1.4) is £5,200 for the year – that is the cost of your care which equates to **£100 per week**

Your weekly income is:		
State Pension	£177.10	
Private Pension	+£100.00	
Lower rate Attendance Allowance	£60.00	
	£337.10	
Deductible allowances:		
DRE band 2	£6.00	(See section 3.4)
MIG	+£221.38	(See section 3.2)
Housing/CTR	£20.00	
	£247.38	
Maximum charge:		
Weekly income	£337.10	
Allowances	- £247.38	
	£ 89.72	

Therefore, you are assessed as being able to afford **£89.72** a week towards your care costs.

1.12.3 Step 3: notification of charges

We will write to you to inform you what your weekly charge is, even if it is zero. You will be sent the result of your financial assessment, showing how this has been calculated from the information you have given us. We may need to ask you for any clarification or additional information, when completing the assessment or if you dispute the assessed contribution towards your care.

1.12.4 Step 4: payments

For Residential Based Care, Walsall Council will raise an invoice to cover the period from the start of the placement, until the date the assessed charge is calculated. From the period after the invoice has been issued the assessed contribution will be invoiced directly by the care home provider and must be paid directly to them.

You may choose to take out a deferred payment agreement to help pay your contribution towards care home fees (see section 2.5).

For Community Based Care, Walsall Council will raise invoices on a 4-weekly basis. Assessed charges will be applicable from day 15 of care commencing. Please see section 1.12.1 regarding delays in receipt of the data capture form.

There are a number of ways to pay Walsall Council for your community care (see section 3.6).

Charges will be due to the last full day in which you receive care, subject to the provider's notice periods.

1.13 Providing information to us

You may need to provide proof of the following within 14 days of the data capture form being issued:

- all income (e.g., wages, pensions, benefit awards)
- all current accounts, savings, and investments
- any property owned in the last 2 years
- legal status of your representative(s)
- housing costs (e.g., rent or mortgage statement, Council tax, utility bills, insurance)

For a full list of the type of evidence we will require, please see **Appendix 2**.

How to supply this information

Post	<ul style="list-style-type: none">• you will receive a paper form from your social care worker• you will need to return this by post along with copies of all the evidence you are required to provide. Please do not send originals as we are unable to return them
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You have the right not to provide details about your financial circumstances; in this case you will be deemed able to pay for your care costs in full as it your responsibility to satisfy us that your means are insufficient to be able to pay the full cost.

1.14 Failure to provide information or providing false information

Please be aware that if you are submitting information as part of your financial assessment, the law requires you to declare your true financial circumstances and all your assets and savings. Failure to do so or the giving of false details could result in you or your representative being liable to legal proceedings. Our audit procedures allow us to check all your evidence and ask for further evidence if required. If you misrepresent or fail to disclose any material fact, the Care Act 2014 gives us the power to recover as a debt, expenditure incurred as a result of the misrepresentation or failure and any sum it would have recovered but for the misrepresentation or failure.

You (or your representative) will be considered to have refused to cooperate with a financial assessment if, without good cause, you fail to participate in the assessment process within the stated time scale. This includes:

- not returning the form and required evidence within 14 days of care commencing, unless you have contacted us to explain why you will not be able to meet this deadline and an extension has been agreed
- not providing satisfactory proof of income, capital, expenditure, or other information following requests from us
- If a data capture form is received after the 14 days, the full cost contribution will be applicable from day 15, until the completed data capture form is received

In any of these circumstances you will be treated as a self-funder (see section 1.5) and be required to pay the full cost of your care.

1.15 Financial representatives and mental capacity

You may have assistance completing the data capture form. If you wish to nominate a person to represent, or assist you during the financial assessment process, this can be done by completing the relevant section on the data capture form. Where you do not have the capacity to deal with your financial assessment, we will deal with any of the following persons:

- a holder of an Enduring Power of Attorney
- a holder of a Lasting Power of Attorney for property and financial affairs - you can arrange this yourself whilst you still have capacity by visiting: <https://www.gov.uk/power-of-attorney> or you can arrange this through a solicitor

- a financial deputy - a court application can be made through a solicitor, or your proposed deputy can apply to the court themselves by visiting: www.gov.uk/becomedeputy/overview
- a Department for Work & Pensions (DWP) Appointee - as evidenced by an Appointeeship letter (BF57 form – for more information go to: www.gov.uk/become-appointee-for-someone-claiming-benefits)

Where an individual is seeking to deal with any of your assets or property (for example selling your house, putting a charge on your property, selling stocks and shares etc) they must have the legal authority to do so. This means that they must either have a valid Lasting Power of Attorney for Property and Affairs, an Enduring Power of Attorney or have been appointed a financial deputy. An appointee can only deal with benefit claims and benefit monies.

1.16 Changes of circumstances

You must report any changes in your financial circumstances straightaway as it might affect the amount you are charged. This may be due to:

- changes in income
- changes to your capital
- changes in membership of your household
- moving to other accommodation

Any backdating of charges (both increases and decreases) will be from clear evidence of the start of the change or when we are notified of the change if evidence isn't available.

A re-assessment may be necessary for any one of the following reasons:

- you have notified us of a change to your circumstances
- you request a re-assessment
- the annual financial assessment review which is carried out automatically every April
- an error or omission in the financial assessment
- an appeal to the Discretionary Property Disregard and Adult Social Care Assessed Contributions Appeal Panel (see section 4.3)
- a decision made Discretionary Property Disregard and Adult Social Care Assessed Contributions Appeal Panel

You should thoroughly check your April review statement every year to ensure that we have all the correct information and notify us of any changes.

If you need to amend any of the information on your financial assessment due to changes in circumstances, you can notify us in writing, and send in any evidence of the change.

1.17 Failure to pay and recovery of debts

The Care Act 2014 provides a statutory framework for the recovery of any debts that may have accrued as a result of us meeting your needs for care and support. Sections 69 and 70 of the Act allow us to recover monies not only from yourself but also from a third party where you may have transferred assets to them in order to avoid paying your assessed charges.

We are aware that there could be a number of different reasons why you may not have paid your assessed charges. We therefore bear in mind the principles that underpin debt recovery as set out in Annexe D of the statutory guidance as follows:

- possible debts must be discussed with the person or their representative
- we must act reasonably
- arrangements for debt repayments should be agreed between the relevant parties
- repayments must be affordable
- court action should only be considered after all other reasonable avenues have been exhausted

Your social care worker will discuss with you the reasons for the non-payment of your debt and, where it is appropriate to recover the debt, will discuss with you the options available to you to reach an agreement with you as how you may be able to discharge your debt. We will consider the whole range of options available with you and will also offer you the option of a deferred payment agreement, if you are eligible. Where you may have difficulties in understanding the options available to you, we may consider the use of an advocate to help you understand the options.

Where you lack capacity to make decisions, we will engage with any representative already appointed or look at whether someone, for instance a family member, or as a last resort the Council, should be appointed to manage your finances to ensure that debt will not continue to build up. Where all other options have been exhausted, we may wish to proceed to recover the debt through the court.

2 Charging for residential services

2.1 Residential charges

Under this policy, the cost of a care home includes the care and support provided and the accommodation and living costs in the care home.

For charging purposes, there are three types of care home stays:

- Short-stay/respice/replacement care – Where a person is a short-term resident (a person provided with accommodation in a care home for a period not exceeding 8 weeks), the person will be charged in accordance with the community-based charging policy.
- Temporary (not respice) – where you have been assessed as needing temporary residential care and support. The value of your main home or only home is disregarded in the financial assessment.
- Permanent

2.2 Choice of accommodation

We will discuss with you as part of your care planning, accommodation that will meet your assessed eligible need. You will be allocated a personal budget that sets out the cost to us of meeting your care needs. We will ensure that at least one option is available to you that is affordable within your personal budget.

Where you have been assessed as requiring a certain type of accommodation (care home, supported living and shared lives accommodation) you have the right to exercise choice between providers in certain circumstances. This includes anyone who is receiving after care services under the Mental Health Act 1983.

We will, however, only arrange care in your preferred accommodation if:

1. your support plan specifies that your needs are going to be met by the accommodation of a specified type and your accommodation is of that same type
2. your preferred accommodation is suitable to meet your needs
3. the preferred accommodation is available
4. where the accommodation is not provided by us, the provider of the accommodation agrees to provide the accommodation on our terms
5. meeting that choice would not cost us more than the amount specified in your personal budget

If the home you would prefer costs more than we would expect to pay, we may still provide your choice of accommodation if a "top-up" can be made by either a third party such as a family member or by yourself in limited circumstances (see section 2.2.1).

If you have not expressed any preference and there is no suitable accommodation within our expected costs (your personal budget), we will arrange accommodation in a more expensive home by increasing your personal budget. You will not be asked to pay more.

2.2.1 Top-ups

We set weekly fee levels for different types of care each year. If you choose to go into a home which charges more than these levels, the government's rules say that a third party will usually have to pay the difference, this could be a family member, a friend, or a charity - these are known as "third party" top-ups. If you have a deferred payment agreement however, you will be able to pay this amount yourself without depending on a third party, this is known as a "first party" top up, for example.

- If your property is subject to a 12-week disregard (see section 2.3.1)
- you have entered into a deferred payment agreement (see section 2.5)

We will consider any requests for a top up but will retain discretion over whether to agree to a given top-up. We will accept any top-up deemed to be reasonable given considerations of affordability, sustainability, and available equity.

We will need to be satisfied that the person paying the top-up is able and willing to pay it for the duration of time it is expected that you will be in the accommodation.

Homes are not allowed to charge more than the price stated in their Schedule of Charges which forms part of their contract with us. Your social care worker will explain the amount of any top-up to you (or your representative) or to your third party. You or your third party will be asked to enter into an agreement with us and the provider to pay the amount of the top-up prior to placement or within 5 working days of an emergency admission.

As the homes are not allowed to charge more than the price stated in their Schedule of Charges, you should not be asked to pay any more than has been agreed. If you are approached by your provider and asked to make increased payments, please contact your social care worker immediately. In certain circumstances, practitioners, customers, and their representatives may negotiate a lower third-party top-up or for the third-party top-up to be waived.

It is therefore important that the individual paying the top-up fully understands the implications of this choice and they are aware they will need to meet the additional cost of care for the full duration of your stay in the care home. Should this cost not be met, you may be moved to an alternative care home following a review of your needs. The individual paying the top-up may want to seek independent financial and/or legal advice before entering into the Agreement.

2.3 Property

If you are moving into a care home on a permanent basis, the value of your home will be taken into account, unless any of the following apply:

- your husband, wife, partner, or former partner continues to live there, except where they were estranged since before you went into a care home
- a relative aged 60 or over continues to live there
- a lone parent who is the person's estranged or divorced partner
- a relative under 60 who is incapacitated, receives certain disability allowances continues to live there
- a child under 18 for whom you are financially responsible continues to live there

In most cases it will be obvious whether or not the property is occupied by a qualifying relative as their main or only home. However, there will be some cases where this may not be clear, and we will therefore undertake relevant enquiries in order to reach a decision.

Circumstances where it may be unclear might include:

- where a relative must live elsewhere for purposes of their employment but the property remains their main or only home e.g., member of the armed forces or diplomatic service
- where a relative is serving a prison sentence but the property is their main or only home and they intend to return to it at the end of their sentence

Property example 1

Your son is over 60 and lives in Kent. You live in Walsall; in the house he grew up in. He occasionally comes to help you and stays with you during these periods. Although he is a qualifying relative, your home is not his main or only home.

Therefore, the value of your property **will** be included as part of your financial assessment for a care home.

Example adapted from the Care Act 2014

Property example 2

Your daughter is 60 and has been living overseas for the past 10 years due to her job in the diplomatic service. When she is in England, she lives with you in the family home she grew up in. Although your daughter is not physically present at the property, her alternative accommodation is only due to her employment, so the family home is her main home.

Therefore, the value of your property **is likely to** be disregarded during your financial assessment for a care home.

Example adapted from the Care Act 2014

2.3.1 12-week property disregard

If you currently own your own property and have less than £23,250 in savings, you may be eligible for a 12-week property disregard, which will be determined as part of the financial assessment. This means the value of your main or only property will not be included as an asset in the financial assessment for a maximum of 12 weeks. The 12-week period usually starts from the date you move into a permanent residential or nursing home. The purpose of the 12-week disregard is to allow you space to make decisions as to how to meet your charge towards the cost of any eligible care. This time can also be used to decide if you wish to apply for a deferred payment agreement (see section 2.5) or self-fund your care.

You may not be eligible for the 12-week disregard facility if you did not live in your property prior to going into long term care or are a previous self-funder.

You will also be entitled to a 12-week property disregard when a property disregard (other than the 12-week disregard) unexpectedly ends because, for example, a "qualifying relative" occupying the property has died or moved into a care home. These unexpected events would mean that the individual may need space to sort out their financial situation. We can also consider exercising discretion to apply a 12-week disregard where there is a sudden and unexpected change in your circumstances. We will want to discuss with you the individual circumstances of your case.

There are certain circumstances where other disregards may apply, please see Care and Support Statutory Guidance.

2.4 Personal Expense Allowance

Before any charges are made towards your care home, we need to ensure you are left with a minimum amount of income. This is known as the Personal Expense Allowance (PEA) and is set nationally each year by the Department of Health and Social Care. This is to ensure that you have money to spend as you wish on personal items such as clothes and other items that are not part of your care.

If your affairs are managed by an appointee, attorney, or deputy, it is their responsibility to ensure that you receive your PEA. If you have no income, we are not responsible for providing a PEA, however, we will support you to access any relevant state benefits or independent advocacy.

We have discretion to increase your personal allowance where it would not be appropriate for us to leave you with only the personal allowance after charges.

2.5 Deferred payments

The deferred payment agreement (DPA) is a scheme to ensure you do not have to sell your home during your lifetime, should you not wish to do so, in order to fund your placement in a care home. Subject to meeting the eligibility criteria, the agreement offers you a loan from us, using your home as security. It is a deferred payment because the monies you are required to pay in charges to us are deferred or the costs of full care and support where the individual is a self-funder and has requested a loan meaning that these amounts will have to be repaid by you at a later date for example when the house is sold, or by your estate upon you passing away. Your debt to us is simply deferred and is not "written off". Interest and administration charges will be applied to deferred payments (see section 2.5.4).

2.5.1 Types of deferred payment agreement

There are two types of deferred payment agreement:

1. **Traditional DPA** – this is used where we have arranged the care and pay the care home directly.
2. **Loan DPA** – this is used where you have made your own care arrangements and contract directly with the provider.

In both cases you must ensure that your home is insured and maintained.

2.5.2 Eligibility for a deferred payment agreement

For you to be able to apply for either type of deferred payment, you need to meet the following criteria and procedural requirements:

- you must be ordinarily resident in Walsall
- you must own your property and provide two formal valuations at the start of the agreement (in times of falling property values, you may be requested to arrange additional valuations of the property, and thereafter at annual intervals, until there is sufficient improvement in the property market); if valuations are not provided, we will undertake our own valuations and pass on the associated costs to you
- you must have been assessed by Adult Care as needing a permanent stay in a care home to meet your needs or where you are arranging your own care and we have not undertaken an assessment; this condition is satisfied when you would be assessed as having eligible needs had we carried out such an assessment
- you do not have any other assets or savings over £23,250, apart from the value of your main or only home – this figure may change annually each April
- your home is not disregarded for the purposes of the financial assessment for example it is not occupied by a spouse or dependent relative
- you must agree to us placing a legal charge on your property
- you must sign any associated deferred payment documentation
- all co-owners will be required to sign the deferred payment agreement and the necessary documentation to secure the charge with the Land Registry; the DPA will apply to your share of the property
- there can be no other beneficial interests on the property, for example outstanding mortgages, loans, or equity release schemes, unless this is approved by us prior to entering the agreement

There may be circumstances where we may use our discretion to offer a Deferred Payment where not all the criteria are met.

There may be circumstances where we refuse to offer a deferred payment even if you meet the eligibility criteria for example, if we cannot secure a charge on your property, where there is insufficient equity or where you do not agree to the terms and conditions of the agreement.

There may also be circumstances in which we can refuse to defer or loan any more charges for example, if you breach your agreement, your house subsequently becomes disregarded, or you have reached the equity limit we are allowed to defer.

The equity limit must be set at the value of the property minus 10%, minus £14,250 (the lower capital limit in force from time to time) and the amount of any charge or mortgage on the property.

You will be financially assessed to pay a contribution which will reduce the deferred amount.

A deferred payment can be terminated in 3 ways:

- by you repaying the full amount due
- when the property is sold, and we have been repaid
- on your death whereby the amount is repaid from your estate

2.5.3 Financial representatives and deferred payment agreements

If you are acting as a financial deputy, have an Enduring Power of Attorney or have a Lasting Power of Attorney for property and finances you can enter into the deferred payment agreement on behalf of the person receiving care. If you were granted a Lasting Power of Attorney (LPA) for finance or an Enduring Power of Attorney before the person receiving care lost capacity and this has been registered with the Office of the Public Guardian, you will be able to sign on their behalf. This will be the case provided the documents can be signed by at least one other person, either in their capacity as joint proprietor of the property or as a fellow attorney of the Lasting Power of Attorney who is able to act independently. Where this is not the case another individual may need to be appointed.

Where the individual has already lost capacity to manage their financial affairs and there is no one who has the legal authority to deal with their property and affairs, it is expected that a relative or solicitor will apply to the Court of Protection to become their financial deputy. This will give the applicant the power to deal with their property and affairs and to make decisions as to whether to enter into a deferred payment agreement on their behalf.

For a loan DPA to commence, legal authority must already be in place, whilst an attorney's application is with the court, they will not be granted a deferred payment agreement on behalf of the person receiving care. For a traditional DPA, we will fund care on behalf of the individual receiving it during this time.

Where it is considered that any deputy or attorney is not acting in the best interests of the individual receiving care, a referral will be made to our safeguarding team. This may result in an Office of the Public Guardian investigation and the removal of the deputy's or attorney's authority to act on their behalf.

2.5.4 Interest and administration charges on deferred payments

The Care Act 2014 permits us to charge interest on a compound basis for the duration of the deferred payment agreement. This applies to both types of deferred payment agreement.

The maximum rate will be subject to review and may change every year biannually on the 1st of January and the 1st of July in accordance with the rates set by the Office of Budget Responsibility.

We will charge an administration fee, along with legal disbursements, such as Land Registry fees. If you decide to go ahead with the deferred payment agreement, Legal Services Walsall will write to you separately to confirm the disbursement charges before you enter into the agreement.

Please see **Appendix 4** in regard to administration fees.

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3. Charging for community services

3.1 Property

Your own home, the primary home that you live in, is not taken into account during the financial assessment if you are receiving community services. However, any other land/property you own will be included as capital (see section 1.7).

3.2 Minimum Income Guarantee (MIG)

Before any charges are made for your care package, we need to ensure that your income is not reduced below a specified level, so you are able to keep enough of your income for your essential living costs such as food, utility costs and insurance. This amount is known as the Minimum Income Guarantee (MIG), and varies depending on your age, disability, relationship status and how many dependent children you have living with you.

In addition to the Minimum Income Guarantee, further allowance will be made for other expenses such as:

- rent not covered by housing benefit
- Council Tax not covered by Council Tax Reduction
- mortgages and endowments
- service charges not covered by housing benefit

3.3 Household costs/bills

You will be asked about where you live and your regular housing costs. These include:

- rent not covered by housing benefit
- Council Tax not covered by Council Tax Reduction
- mortgages and endowments
- service charges not covered by housing benefit

You should also tell us about any other regular expenses including compulsory payments for example court ordered payments.

3.4 Disability related expenditure

Allowances are made for extra disability related expenses that you may incur due to your disability which are not already being met by us for example within your care and support plan. These are known as Disability Related Expenses (DRE), and you are assessed by us allocating you to a band. DRE is only allowed if you have a qualifying benefit. The rate is set at 10% of the relevant benefit. For example, Attendance Allow (AA), as the banding below. If you believe your DRE is more than this, this must be evidenced, and proof required. Any monies paid to family, friends (or “cash in hand” to an unregistered companies/sole traders) for providing additional personal care/assistance will not be allowed in the financial assessment.

Some examples of the types of expenses you may be able to claim are set out in **Appendix 3** of the Care and Support Statutory Guidance. Your band will be determined by the benefits you can claim due to your disability, as shown in the table below:

	Benefits claimed
Band 1	Low-rate Disability Living Allowance (DLA) Care Component
Band 2	Middle rate DLA Care Component, Personal Independence Payment (PIP), Standard Rate Daily Living Component, low-rate Attendance Allowance (AA)
Band 3	High-rate DLA Care Component, PIP, Enhanced Rate Daily Living Component, High-rate AA

If you feel your expenses relating to your disability are higher than your banded allowance, your assessment can be reviewed by contacting the Initial Response Team.

3.5 Short term breaks or respite care

If you wish to take a short-term break from your usual care services, the charge you will have to pay for the respite services will depend on the type of care you will be receiving during this time.

If you take respite in a community setting your charge will be calculated using the charging rules which apply when accessing services in the community.

If you take respite in a residential setting, you will be charged as if you were a temporary resident (see Section 2.1).

3.6 Collection of Payment

Charges will be collected, or become payable, every four weeks, according to our 'regular billing schedule'. Therefore, your first payment will be collected at the next scheduled billing date and may be a part-month or more than four weeks payment. You will never be charged more than the actual care cost for a week. Details of how you can pay your charges are included on the reverse of your invoice.

3.7 Direct Payments

Direct Payments are payments made to people who request one to meet some or all their eligible care and support needs. Direct Payments give you more choice and control in choosing your care and support. You can use the money to employ somebody yourself (an individual personal assistant) or choose the services of an agency/business.

3.7.1 Who can receive Direct Payments?

This is a non-exhaustive list.

You may be able to receive Direct Payments if you:

- have a physical disability or sensory impairment
- have a learning disability
- have mental health problems
- have a long-term illness?
- need help because of the effects of growing older

3.7.2 What can Direct Payments be used for?

Direct Payments can be used for:

- employing your own staff/personal assistant
- buying a service from an organisation that provides a specialist service
- buying a service from a private care agency
- buying short term breaks or respite care, four consecutive weeks in any 12-month period (periods less than 4 weeks apart will be combined)
- small adaptations to your property (over £1000)
- all or a mixture of the above

Your Direct Payment must be used to pay for care and support as set out in your care/support plan.

Direct Payments cannot be used for:

- buying a social care service that is already managed by us on your behalf
- buying anything other than the agreed care you need
- support that presents an unacceptable risk to the person or others
- unlawful actions or activities
- purchase of services from a close relative living in the same household to provide care unless we "consider it necessary to do so"
- purchase of services from a close relative living in the same household to provide
- for administrative and management support unless we consider it "necessary"

3.7.3 How do Direct Payments work?

There are several ways that you can receive and manage your direct payment. It is your choice as to how you are supported with the payment:

- managed account – a third party who manages your personal budget on your behalf
- a bank account – you will need to open a bank account in your name and manage the direct payment yourself

Whichever method you choose, Direct Payments will usually be paid on a 4, 4, 5 weekly bases. Any charges for your care that you are responsible for, you will need to pay into your Direct Payment account. Having a separate account for Direct Payments means you can pay for all your support needs from one account without us having to see your own personal bank account statements.

DP Example 1:

Your Personal Budget is £5200 for the year - that is £100 per week. Your charge has been assessed as £40 per week.

Your Direct Payment from us will be:

£100 - £40 = £60 per week

£60 x 4 = £240 every 4 weeks

We will pay £240 into your account every 4 weeks. You then pay your charge of £40 a week (£160 every 4 weeks) into the account giving you the full **£100** per week (£400 every 4 weeks) to pay your provider directly

You can choose to manage all or just some of your care by direct payments with the remainder being provided through us. This means that you pay for some services directly, for example day care at a centre, and we manage the payments to other services, for example your home care provider. In this case, your Direct Payment part will be paid net of your full charges where possible.

DP Example 2:

Your Personal Budget is £5200 for the year - that is **£100 per week**. Your charge has been assessed as **£40 per week**.

You have chosen to split your Personal Budget in half, so you pay for day care directly using your direct payment account and have us manage your home care.

Your Direct Payment from us will be:

£50 - £40 = £10 per week

We will also pay your home care provider **£50** directly. This means we pay **£60** per week in total and you pay **£40** per week.

There can also be scenarios, where service users have a split service, for example day & commissioned care. This means their contribution is greater than their day care costs. These service users receive no DP payment but pay their contribution into the DP account and excess maximum contribution is invoiced against their commissioned service.

DP example 3:

Your personal budget is £5200 for that year – that is £100 per week. Your charge has been assessed as £50 per week.

The service is split, between day and commissioned care.

Day care = £40 per week (no payment from Walsall, service user pays £40 into DP account).

This leaves £10 assessed disposable income to be charged against commissioned care via invoice.

Commissioned care = £60 per week

Before Direct Payments can start you will need to sign the Direct Payment Agreement and return it to us with the relevant documents. You will also be required to retain all expenditure records with regards to your direct payments for the annual audit of the account (examples of records are timesheets, receipts, invoices, bank statement etc.) as this is a legal requirement.

3.8 Cancellation of services

If your care is arranged by us and you need to cancel one or more care visits, you should call our brokerage team giving 72 hours' (three days) notice where possible.

We appreciate this is not always possible but please give as much notice as you can in order that the carer can be notified. 72 hours' notice will not be necessary in an emergency.

If you can give 72 hours' notice, this will count as a cancelled visit for the purpose of calculating any refund due (see section 3.9).

If your care is not organised by us, you will need to contact the provider directly to cancel the services, but you will also need to contact the Finance Team once the cancellation has been confirmed so your charges can be amended.

3.9 Refunds

If you have cancelled any visits as above or your care provider has missed calls, you can ask for your charges to be reviewed to check if you are due a refund. If a review is asked for, it will take place at the end of your Personal Budget Year, so that the cost of your care for the whole year can be considered.

When this review takes place, the cost of your care for the whole year will be compared to the total annual amount that you have paid. A refund is only due if you have paid more than the total cost of the services you have received.

Refund example 1:

Your Personal Budget is £5200 for the year - that is £100 per week.

Your charge has been assessed as £40 per week.

You are going away for 2 weeks and give the required 72 hours' notice.

You ask for a review at the end of the year.

Total charge paid $£40 \times 52 =$ **£2080**

Full cost of care for the year $£5200 - £200 =$ **£5000**

You may expect to get a refund of $£40 \times 2 =$ £80, but no refund is due as the total cost of care for the year is more than you have paid for the year.

Refund example 2:

Your Personal Budget is £5200 for the year - that is £100 per week.

Your charge has been assessed as £90 per week.

There are 3 times in the year when you cancel your care for 2 weeks for various reasons and give the required 72 hours' notice.

You ask for a review at the end of the year.

Total charge paid $£90 \times 52 =$ **£4680**

Full cost of care for the year $£5200 - £600 =$ **£4600**

Refund due = **£80**

You may expect to get a refund of $£90 \times 6 =$ £540, but the refund due is £80, the amount you paid over and above the total cost of care for the year.

This is because you have been assessed as being able to afford £4680 a year, and we are obliged to pay the difference between what you can afford and the total cost of your care for the year.

4. Further Information

4.1 Advice about benefits

As part of the financial assessment process and where applicable, we may provide you with advice regarding benefit entitlement. This may include referrals or signposting to relevant agencies and services. You can also access advice from voluntary organisations, such as the Citizens Advice Bureau, if you would rather discuss benefit issues with someone independent of us.

It is your responsibility, not ours, to progress any claim and supply appropriate information to relevant agencies and services. If you choose not to claim any benefits for which you have been advised you are entitled, the amounts calculated may still be included in your financial assessment as though you were receiving them. This could increase the charge you are required to pay, so we strongly advise you to claim all benefits you are entitled to.

You can also use an independent benefit calculator, to check for potential benefit entitlements. Visit <https://www.gov.uk/benefits-calculators> for more information.

4.2 Financial and legal information and advice

We provide universal information and advice on our website, in the additional information in this policy and in our discussions with you relating to care and support and general advice about how care can be financed under our duty outlined in section 4 of the Care Act. Paying for care, and in particular, a care home can however be a complex matter, particularly if you are funding your own care. Whilst we cannot provide individual financial advice directly, we do recommend that you consider seeking independent financial advice as early as possible. We will assist you to understand how to access independent financial advice. We recommend that you check that any financial advisor you may choose to use is registered with the Financial Conduct Authority (FCA). You may also wish to take legal advice from a solicitor to assist you with any proposed arrangements. Should you wish to do so, the following link might be helpful:

<http://solicitors.lawsociety.org.uk/>

4.3 Appeals or complaints

If you disagree with the outcome of your financial assessment, you can ask for it to be looked at again. You can do this by telling us why you think the decision is wrong. If you think there is any additional information that should be considered, please let us know. In some circumstances this may mean completing a new data capture form to ensure all relevant details were considered in the initial assessment. Please contact [Complaints / compliments \(Tell Us\) \(walsall.gov.uk\)](https://www.walsall.gov.uk/complaints) Telephone 01922 650000, Textphone 01922 654000.

See **Appendix 6** for the appeal process.

4.4 How your personal data is used

We will use information about you to process your financial assessment. As well as the information provided by you, we may also collect relevant information from your local district Council, the Department for Work and Pensions and Her Majesty's Revenue and Customs.

Your information is only shared with third parties where necessary and where the law allows it, specifically your information may be shared with partners to provide public services. We are under a duty to protect public funds and may use any of the information provided for the prevention and detection of fraud. This may also include sharing information with other bodies that are responsible for auditing or administering public funds.

We will retain your information in line with our retention schedule and ensure that your information is kept only for as long as necessary. To find out more information on how your data is processed and your rights, please see our privacy notice which can be made available on request or viewed at [Privacy statement \(walsall.gov.uk\)](https://www.walsall.gov.uk/privacy-statement).

4.5 Further advice

Further information about charging and general information about all Adult Social Care services, in the form of factsheets, are available on the Councils website [Adult social care \(walsall.gov.uk\)](https://www.walsall.gov.uk/adult-social-care).

4.6 Our contact details

Team	Email address	Telephone
Initial Response Team (first point of contact)	initialintake@walsall.gov.uk	0300 555 2922
Finance Team (queries relating to the notification of charges)	Community Care - CBCServices@walsall.gov.uk Residential - ResidentialCareTeam@walsall.gov.uk	Community 01922652242 Residential 01922 655402

4.7 Useful Council pages

Organisation	Contact Details
Direct Payments information	Personal budgets and direct payments (walsall.gov.uk)
Walsall Carers Centre	01922 636663 (contact@walsallcarers.org)

4.8 Useful sources of information

Organisation	Contact details
Age UK	http://www.ageuk.org.uk/ Phone: 0800 678 1602
Care Quality Commission	www.cqc.org.uk Phone: 03000 616161
Carers Trust	www.carers.org Phone: 0300 772 9600
Carers UK	www.carersuk.org Phone: 0808 808 7777
Citizens Advice	https://www.citizensadvice.org.uk Phone: 03444 111 444
Disability Rights UK	www.disabilityrightsuk.org Phone: 020 7250 8181
Find a solicitor	http://solicitors.lawsociety.org.uk/ Phone: 020 7320 5650
GOV.UK: Support for New Employers	Employers: support for new employers - GOV.UK (www.gov.uk) Phone: 0300 200 3211
Mencap direct	www.mencap.org.uk Phone: 0808 808 1111 or 020 7608 3254
Money Advice Service	https://www.moneyadviceservice.org.uk Phone: 0800 138 7777
Money Saving Expert	https://www.moneysavingexpert.com/
Penderels Trust	http://www.penderelstrust.org.uk Phone: 01526 833803
Royal British Legion: for ex/serving Armed Forces personnel and their families	https://www.britishlegion.org.uk/ Phone: 0808 802 8080
Society of Later Life Advisers (SOLLA)	http://societyoflaterlifeadvisers.co.uk/ Phone: 0333 2020 454
Unbiased – for help finding a financial Advisor	https://www.unbiased.co.uk/ Phone: 0800 023 6868

Appendix 1 – Common sources of income

Sources of income which are included when calculating your charges include but are not limited to:

- State Retirement Pension
- Guarantee Credit element of Pension Credit
- Income Support
- Employment and Support Allowance
- Job Seekers Allowance
- Incapacity Benefit
- Severe Disablement Allowance (SDA)
- Universal Credit
- Attendance Allowance (AA) for community care only
- Personal Independence Payments (PIP) standard rate
- Disability Living Allowance (DLA) care component
- regular income from investments
- any other regular income e.g., rent from property or lodgers
- occupational pensions and Private Pension Annuities due, even if unclaimed
- insurance policies paying out
- annuity income (unless purchased with a loan secured on your home)

Sources of income and benefits which are not included as income when calculating your charges include but are not limited to:

- all income derived from paid employment, including self-employment
- Working Tax Credit
- Disabled Person's Tax Credit
- Child Tax Credit
- Child Benefit
- Housing Benefits
- Council Tax benefits
- Christmas bonus payments
- Social Fund payments
- Winter Fuel Payments
- Savings Credit element of Pension Credit (only partially disregarded for residential care, disregard amount set annually by Department of Health and Social Care)
- Personal Independence Payments (PIP) enhanced minus standard rate
- the mobility component of Disability Living Allowance
- the night care element of Attendance Allowance or Disability Living Allowance
- Independent Living Fund payments
- mortgage protection policies paying out
- War Pension
- ex gratia payments made to former Far East Prisoners of War
- payments made under the Vaccine Damage Payment scheme
- Guaranteed Income Payments (GIPs) made under the Armed Forces Compensation Scheme (AFCS)
- the first £10 of Survivors Guaranteed Income Payments (GIPs) made under the Armed Forces Compensation Scheme (AFCS)
- all charitable income

Appendix 2 – Evidence list

When you submit your data capture form, you will need to provide copies of evidence showing the following for you and your partner (if applicable). This list is not exhaustive and not all may be relevant to you.

- National insurance number
 - P45 or P60
 - Payslip or pension statement
 - Tax or Jobcentre letter
 - National insurance card (not handwritten)
- Property/tenancy
 - Proof of ownership and mortgage statement, if relevant
 - Full rent breakdown
 - Equity release or trust documents, if relevant
- Private/superannuation pension
 - For each pension, please provide one of the following:
 - The latest advice slips from the company that pays the pension showing the amount, tax deducted and the period the payment covers
 - The most recent P60 if your ongoing payments remain static
 - Bank statements detailing the current payments made from the pension provider
- Savings, investments, shares and bonds Proof of ownership and statements/transactions for the last 3 months for all:
 - Bank/current accounts
 - Shares
 - Savings
 - Investments
 - Bonds plus proof of life assurance if relevant
 - ISAs Please note: If you are a former self funder then we require statements for the last 2 years.
- Other property home or abroad
 - Proof of ownership for any additional property and evidence of the amount of equity held such as a mortgage statement and a full valuation
- Legal representatives
 - Full document or letter from the court showing: Power of Attorney, Lasting Power of Attorney (finances), Deputyship or DWP Appointeeship
- Council tax Annual bill and, if in payment, Council Tax Support statement and breakdown.
- End of year financial reports for the past two years for any companies in which you have an interest
- Benefits
- Award notification letter showing the breakdown of payments.
- Health insurance

Appendix 3 - Allowances and Disregards

All adults will retain income equivalent to their basic Income support or Pension Credit Guarantee level plus 25% as 'Protected Income', which is included in the assessment calculation.

The personal disregard will be calculated by adding together:

- Basic Income Support Allowance.
- Age related disability or other premiums.
- A buffer of 25%, based on the total amount of the basic income Support Allowance Employment and Support Allowance, Pension Credit including carer premium where applicable.
- An allowance in respect of Maintenance Orders determined by the Court or Child Support Agency;
- Where an adult lives with another carer other than his/her spouse or partner no Housing Related expenditure will be given as it is assumed that any contributions toward household spending will be made from the adult's personal allowance disregard;
- An allowance will be applied to cover house insurance costs.

It is expected that the basic 'income support' benefit allowance will cover costs such as:

- Food
- Drink
- Hairdressing
- Bedding
- Clothes
- Spectacles
- Dentistry
- Alternative Therapy/Treatment
- Physiotherapy and other treatments/services/products normally available on the NHS
- Items available on Prescription
- Utility bills such as gas, electricity (average use) and telephone (landline and mobile)
- Internet
- Water Rates
- Window Cleaners
- TV Licence and subscriptions to satellite or digital TV companies
- Repair and replacement of household items
- Repair and maintenance of Buildings
- Gardening – other than Basic Gardening costs allowable under Disability Related Expenditure
- Other expenditure such as personal debt (including County Court Judgements) and arrears

This list is neither exhaustive nor exclusive

Appendix 4: Fees/charges

Deferred Payments	Administration fees
	£
Setting up the Deferred Payment Agreement (DPA) - One off set up fee	400
Annual fees for the DPA	300
Closing of the DPA – one off charge	110

Proposed Fees and Charges for Self-Funders 2022/23

Type of Fee / Charge	Reviewed	Rate/Amount
Administration fee for setting up care arrangements	Annually	£300
Annual fee for ongoing management of care arrangements	Annually	£265

Appendix 5 – Glossary

	Annuity	A pension annuity is a financial product that you can buy when you retire, and it pays you a guaranteed income either for a fixed period or for the rest of your life.
AFCS	Armed Forces Compensation Scheme	A compensation scheme for individuals who were injured or became ill because of service in the Armed Forces after 6 April 2005. For more information, please visit https://www.gov.uk/government/publications/armed-forces-compensation/armed-forces-compensation-what-you-need-to-know
AFIP	Armed Forces Independence Payment	An additional benefit to provide financial support to service and ex-service personnel following a serious injury during service after 2005. Eligibility is dependent on other awards made under the AFCS.
	Asset	Something you own that has a monetary value; for example, a property, land, business, work of art, vehicles.
AA	Attendance Allowance	A benefit you can get to help with extra costs if you are over State Pension age and you have a mental or physical disability that is severe enough for you to need help caring for yourself. For further information, please visit https://www.gov.uk/attendance-allowance
	Capital	A financial resource such as money held in an account or invested in business, stocks, shares, bonds, trust funds or national savings certificates.
	Community care	Care received outside of a residential care home such as a carer supporting you in your own home and community day services.
DPA	Deferred Payment Agreement	A deferred payment agreement can be used when you enter residential care but don't have any savings to use towards the cost of your care, but you own an asset, such as a house, that means you are assessed as a self-funder. If you do not wish to sell the house straight away, we can lend you the cost of your care against your house. The money will need to be repaid to us in full when the house is sold or from your estate on your passing. For more information, please refer to section 2.5.
DWP	Department of Work and Pensions	The government department responsible for pensions, child maintenance policy and welfare benefits.
	Deputy	One or more individuals can apply to make personal welfare and/or property and financial decisions for someone who lacks the mental capacity to make the decisions themselves. For more information, please visit https://www.gov.uk/become-deputy

DP	Direct Payment	<p>You can choose to have some or all the money we contribute towards your care costs paid directly to you so you can choose your own care providers and pay them directly.</p> <p>For more information, please refer to section 3.7.</p>
DLA	Disability Living Allowance	<p>A benefit to help with either your personal care, this is known as DLA Care Component or to help you move around outdoors, this is known as the DLA Mobility Component.</p> <p>This benefit has been replaced by PIP and AA but if you were already on DLA, there are circumstances where you may continue to receive it instead of PIP or AA.</p> <p>For further information, please visit https://www.gov.uk/dla-disability-living-allowance-benefit</p>
DRE	Disability Related Expenses	<p>These are any extra costs you have to pay as a result of your disability or illness. They will be taken into account when assessing how much you can afford to pay towards the cost of your community care. We will estimate how much these are based on the benefits you receive, if you feel your expenses are significantly different to this amount, you can request a reassessment and provide receipts and invoices showing all your extra costs.</p> <p>For further information, please refer to section 3.4</p>
	Disregard	Means the amount is ignored and not used when calculating how much you can afford to pay towards your care costs.
	DWP Appointee	<p>One individual e.g., friend/relative or an organisation e.g., solicitor/local Council, can apply to deal with the benefits of someone who cannot manage their own due to being severely disabled or mentally incapable.</p> <p>For more information, please visit https://www.gov.uk/become-appointee-for-someone-claiming-benefits</p>
	Equity release	This is a way of taking money from the capital tied up in a house you own. It can be taken as a lump sum or as several smaller amounts.
	Expected costs	The amount we expect to pay for care placements.
FSA	Financial Conduct Authority	An organisation that regulates the financial services industry in the UK to protect customers and keep the industry stable. It keeps a list of approved individuals and businesses that provide financial services such as Financial Advisors and has advise on its website

		about a range of subjects such as making a complain about a financial service.
	Giftting	When you give away money or an asset to a relative, friend or charity. For your financial assessment, we will need to know about all gifts within the last 2 years, even if they are below the government's limit for tax purposes.
GIPs	Guaranteed Income Payments	A monthly benefit provided by the AFCS for ex-service personnel with the most serious injuries or illnesses. Eligibility and amount are based on the type and seriousness of the injury.
ISF	Individual Service Fund	This is when you choose a third-party provider to manage your personal budget for you and arrange services on your behalf. You get more choice of services with an ISF than if you had us to manage your personal budget.
ISA	Individual Savings Account	An account that allows you to hold cash, shares and unit trusts without having to pay tax on the interest, dividends or capital gains made on them. Any letter or statement you receive from your bank or building society will show the name of the account which will tell you if it is an ISA.
LPA	Lasting Power of Attorney	A legal document that allows you to appoint one or more people to help you make decisions or make decisions on your behalf about your health and welfare and/or your property and financial affairs. You must be over 18 with mental capacity to make an LPA. For more information, please visit: https://www.gov.uk/power-of-attorney
	Life assured	A type of cover that will pay out whenever the policyholder dies, it is often applied to bonds, and it is important you inform us if you have any life assured products as it can affect how we calculate your care charge.
MIG	Minimum Income Guarantee	This is the minimum amount of money you must be left with on a weekly basis, after you have paid your charge towards the cost of your community care. The amount is set annually by the government and is for you to spend on living costs such as clothing, utilities, and food
	National Savings Certificate	A method of saving money through the government owned savings company: NS&I. For more information please visit: https://www.nsandi.com/
	Personal budget	This is the total amount the care package decided on during your care needs assessment should cost for the year.

PEA	Personal Expense Allowance	This is the minimum amount of money you must be left with on a weekly basis, after you have paid your charge towards the cost of your residential care. The amount is set annually by the government and is for you to spend as you wish on items such as personal toiletries, treats and small gifts for friends or relatives.
PIP	Personal Independence Payments	A benefit to help with extra costs if you are aged 16 to State Pension age and have a disability or long-term ill-health. For further information, please visit https://www.gov.uk/pip
	Premium Bonds	An investment product through the government owned savings company: NS&I, where you are entered into monthly prize draws. For more information please visit: https://www.nsandi.com/
	Residential care	This is where you live in a residential care home rather than your own home. This could be on a: <ul style="list-style-type: none"> • short term basis: stay up to 8 weeks • temporary basis: stay up to 52 weeks (or not significantly longer than 52 weeks) • permanent basis: stay over 52 weeks or where you are not expected to return home
	Savings Bonds	A savings product available from banks and building societies where you put an amount of money away for a set period and earn interest.
	Section 117 aftercare	Free help and support provided in the community following a hospitalisation under section 3, 37, 45a, 47, or 48 of the Mental Health Act to meet a need that arises from your mental health problem and to reduce the risk of your mental condition getting worse. If you are unsure whether you are eligible for this, check the paperwork you receive from your doctor/hospital which should state which section you were hospitalised under. For more information visit https://www.mind.org.uk/information-support/legal-rights/leaving-hospital/section-117-aftercare/
	Shares	A way of investing money where you buy a small portion of a company. You can earn money if the company grows, and your shares become worth more or by receiving a share of their profits each year (known as a dividend) depending on the type of company and share. However, you can also lose money if the company isn't doing well.

	Sole owner	This means you are the only person named on the account or asset.
	Stocks	Stock is a generic term used to describe investment in multiple shares of one or more companies.
	Trusts/Trust fund	A legal arrangement where a third-party controls money, property, or other assets on behalf of named beneficiaries.
WPS	War Pension Scheme	A compensation scheme for individuals who were injured or became ill because of service in the Armed Forces before 6 April 2005. For more information, please visit https://www.gov.uk/government/publications/war-pension-scheme/war-pension-scheme-what-you-need-to-know
	We/us/our	Terms used to refer to Walsall Council
	You	Term used to refer to the person receiving care and support services through us.

Appendix 6 – Appeals Process

Where an adult believes that either their assessed contribution is incorrect, unreasonable, or that it would cause financial hardship, the adult has a right to appeal the Council's decision.

If you do not return your data capture form

Any customer who wishes to appeal against the full cost charge and has reasonable grounds for not providing the financial information and completing the data capture form within the established time period, will be asked to explain those circumstances and a reasonable extension may be granted by Discretionary Property Disregard and Adult Social Care Assessed Contributions Appeals Panel. Depending on the decision made by the panel, the full cost charge may still be applicable from day 15 of care commencing.

Temporary adjustments in delivery of care services

Where there are significant changes in the care you receive (say due to a longer-term Hospital admission) the Council will review any adjustment that may be required to your charge if you inform us and provide relevant evidence. Please note that adjustments in care services this may not necessarily mean a reduction in your care charge as this is based on the benefits which you will continue to receive and your ability to pay. We would not normally consider queries in relation to small adjustments (for example a carer being a few minutes late for an appointment) as most individuals will not be contributing the full costs of their care, and therefore in these instances small adjustments would not see a reduction in the actual amount of contribution that is required to be paid.

STAGE 1

Stage 1 of the appeals process will be undertaken through a review process. The adult has one calendar month from the date of their contribution notification letter to request a detailed review of their charge and circumstances.

The adult will have their charge and financial assessment reviewed by an Independent Officer, other than the one who completed the original assessment and charging calculations. The Officer will be a Senior Officer within the Welfare Rights section of Walsall Council. The adult will be notified of the outcome of their review within 15 working days of receipt of the original request. This could result in a changed / amended contribution, for example adjustment to elements of the contribution such as Disability Related Expenditure.

STAGE2

If the adult is not satisfied with the outcome of their review, they may within one calendar month of the outcome of the review, formally appeal against their contribution. The appeal will be heard at an appeals panel, constituting a Senior Welfare Rights Officer, an Officer from Financial Admin Charging Team, and a Team Manager and/or Service Manager from Social Care and Inclusion. The panel will meet within 15 working days of an adult's request for an appeal. The appeals panel will consider the appeal together with the assessment process and calculation of contribution due and will decide as to whether or not to uphold the appeal. The adult and/or their representative are entitled to attend the appeals hearing and will be notified in writing of the outcome of the appeal panel's decision within 15 working days of the appeal panel meeting.

The appeal panel has the authority for the adjustment of the contributions up to delegated levels within Adult Social Care