

WELLBEING PROCEDURE NO: **ASC/FC1**

Adult Social Care Contributions Policy

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CATEGORY:	General Community Care
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PROCEDURES CANCELLED OR AMENDED:	Contributions Policy (Non-residential Care / Personal Budgets) ASC/FC1
REMARKS:	This policy should be read in conjunction with all existing SBC and LOCAL policies and procedures.
SIGNED:	Alan Sinclair
DESIGNATION:	Acting Director Adult Social Services

- AS A MANAGER YOU SHOULD ENSURE THAT:-**
- You read, understand and, where appropriate, act in accordance with the policy and procedures
 - All people in your workplace who need to know see this procedure, are aware of its content and you ensure that all staff act in accordance with the policy
 - This document is available in a place to which all staff members in your workplace have access
- AS AN SBC OFFICER/ MEMBER OF STAFF YOU SHOULD ENSURE THAT:-**
- You read, understand and, where appropriate, act on this information
 - Discuss any issues with your manager or supervisor which you do not understand

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1. Introduction

- 1.1. The Care Act 2014 provides the legal framework for charging for adult social care and support. Where a local authority arranges care and support to meet someone's needs, it may charge for that care and support, except where it is required to arrange care and support free of charge.
- 1.2. This policy sets out how Slough Borough Council will assess the contribution someone must pay towards the cost of providing services to meet their care and support needs. The overarching principle is that they will only be required to pay what they can afford. This means that, in most cases, an assessment of their financial circumstances (Financial Assessment) will be made to determine the appropriate level of contribution.
- 1.3. The policy will be reviewed annually.

2. Legal Context

- 2.1. The Care Act 2014 provides the legal framework for charging for adult social care and support. Section 14 of the Act enables local authorities to charge someone receiving care and support where it is permitted to charge. Section 17 requires local authorities to carry out a Financial Assessment where they have chosen to charge for a particular service under the power in section 14. Sections 69-70 allow local authorities to recover debt incurred in providing care and support.
- 2.2. The Care and Support (Charging and Assessment of Resources) Regulations 2014, and the Care and Support Statutory Guidance (October 2014) issued by the Department of Health provide detailed guidance on charging for adult social care and support¹. The relevant parts of the Statutory Guidance are:
 - Chapter 8: Charging and financial assessment
 - Annex A: Choice of accommodation and additional payments
 - Annex B: Treatment of capital
 - Annex C: Treatment of income
 - Annex D: Recovery of debts
 - Annex E: Deprivation of assets
 - Annex F: Temporary and short-term residents in care homes
- 2.3. The Act, Regulations, and Statutory Guidance set out a framework for charging people whose eligible needs are met in a care home, and require local authorities to develop and maintain a policy setting out how they will charge people in settings other than care homes. Slough Borough Council's contributions policy should be read in conjunction with the Act, Regulations and Statutory Guidance. The Council will also take account of best practice guidance produced by the National Association of Financial Assessment Officers in its Financial Assessments.

3. Services Provided Free of Charge

- 3.1. No contribution will be required towards the cost of:
 - Community equipment to assist with daily living or nursing at home
 - Minor adaptations costing £1,000 or less, including the cost of buying and fitting the adaptation
 - Intermediate care and reablement for up to 6 weeks
 - Care and support provided under Section 117 of the Mental Health Act 1983

¹ The Care and Support Statutory Guidance replaces all previous Department of Health fairer charging, fairer contributions, and charging for residential accommodation guidance.

- Services that the NHS has a duty to provide, including Continuing Healthcare and the NHS contribution to Registered Nursing Care
- 3.2. No contribution will be required from:
- People suffering from any form of variant Creutzfeldt Jacob Disease
 - Children and young people under 18 years of age
 - Carers (subject to review in autumn 2016)
- 3.3. No charge will be made for the assessment of someone's care and support needs or for their Financial Assessment.
- 3.4. All other services will be subject to an assessed (or in certain cases flat rate) contribution. This applies equally whether someone chooses to ask the Council to arrange their care and support, or to arrange their own care and support through a Direct Payment.

4. Services for Which a Charge is Made

4.1. Flat Rate Non-Assessed Contributions:

- Telecare and assistive technology (where this is the only service received)

4.2. Examples of Services Requiring an Assessed Contribution:

An assessed contribution is calculated through the Financial Assessment for all other services, examples of which include but are not restricted to:

- Residential and nursing home fees
- Personal budgets and direct payments
- Home care and support at home
- Replacement care
- Day care
- Adaptations costing more than £1,000
- Telecare and assistive technology (where received in addition to other services)
- Reablement (after the first 6 weeks)
- Support brokerage for self-funders (from April 2016)

5. Financial Assessment

5.1. Overview

- 5.1.1. People will only be required to contribute what they can afford towards the cost of their care and support. This will normally be calculated, with their input, through a Financial Assessment. In some circumstances it may be more appropriate to make a 'light touch' Financial Assessment.
- 5.1.2. The Financial Assessment will consider the individual's:
- Income
 - Savings and other capital
 - Appropriate expenses (such as housing costs for people receiving care and support at home) and
 - Additional expenses they may have because of a disability or other condition
- 5.1.3. In making the Financial Assessment, Council staff and those acting on the Council's behalf will have regard to the detailed guidance set out in the Care and Support Statutory Guidance including the Upper and Lower Capital Limits set by the Department of Health.

- 5.1.4. People whose assessed savings and other capital are more than the Upper Capital Limit set by the Department of Health will be required to pay the full cost of their care and support until their savings and other capital fall below the Upper Capital Limit.
- 5.1.5. People whose savings are at or below the Upper Capital Limit will pay an assessed contribution based on their income and savings and other capital. This will be based on their income and savings and other capital, and will be calculated in accordance with the detailed guidance in the Care and Support Statutory Guidance Annexes B and C. Certain types of income and capital (Disregards) will be excluded from the Financial Assessment as detailed in the Care and Support Statutory Guidance. Appropriate expenses will also be taken into account.
- 5.1.6. There are some differences in how the Financial Assessment is made depending on whether a person is receiving care and support in a care home or at home. These are considered in Section 6: Specific Rules on Charging for Care and Support in a Care Home and Section 7: Specific Rules on Charging for Care and Support at Home.

5.2. **'Light Touch' Financial Assessment**

- 5.2.1. In some circumstances it may be more appropriate to treat someone, with their consent, as if a Financial Assessment had already been made. This is known as a 'light touch' Financial Assessment.
- 5.2.2. If a person receiving care and support has significant financial resources, and does not wish to undergo a full Financial Assessment, but still wants the Council to arrange their care and support, the Council may be able to accept other evidence in place of making a full Financial Assessment. The Council must be satisfied that the individual can afford, and will continue to be able to afford, any contribution due. The individual must sign an agreement confirming that they are willing, and will continue to be willing, to pay the full cost of their care and support.
- 5.2.3. A Financial Assessment will not be made where someone is receiving only services that are subject to a flat rate non-assessed contribution.
- 5.2.4. Where there has been a 'light touch' Financial Assessment the individual has the right to request a full Financial Assessment.

5.3. **Treatment of Income**

- 5.3.1. In making the Financial Assessment, Council staff and those acting on the Council's behalf will have regard to Annex C of the Care and Support Statutory Guidance.
- 5.3.2. To encourage people to remain in or take up employment, with the benefits this has for a person's well-being, earnings from current employment will be disregarded when working out how much they can contribute.
- 5.3.3. Certain other sources of income will be fully or partially disregarded as set out in Schedule 1 to the Care and Support (Charging and Assessment of Resources) Regulations and described in Annex B of the Care and Support Statutory Guidance.
- 5.3.4. There are some differences to how income is treated depending on whether a person is receiving care and support in a care home or at home. These are considered in Section 6: Specific Rules on Charging for Care and Support in a Care Home and Section 7: Specific Rules on Charging for Care and Support at Home.
- 5.3.5. Amounts received under an Equity Release Scheme may be treated as income or as capital depending on the terms of the scheme. The most common form of Equity Release Scheme is a Home Reversion Scheme (HRS), where a home owner will transfer the ownership of all or part of their home to a commercial or 'not for profit'

organisation. Depending on the terms of the HRS, the funds released may be paid to the home owner in full on the date of the transfer, or may be translated into an annuity, or a combination of these. Appendix 5 provides further details on Home Revision Schemes.

- 5.3.6. Other forms of equity release will be considered on an individual basis and income from the equity release may be considered in the financial assessment.

5.4. Treatment of Savings and Other Capital

- 5.4.1. In making the Financial Assessment, Council staff and those acting on the Council's behalf will have regard to Annex B of the Care and Support Statutory Guidance.
- 5.4.2. Savings and other capital will be taken into account unless they are subject to one of the Disregards set out in Schedule 2 to the Care and Support (Charging and Assessment of Resources) Regulations and described in Annex B described in Annex B of the Care and Support Statutory Guidance.
- 5.4.3. Where the person receiving care and support has savings and other capital at or below the Upper Capital Limit, but more than the Lower Capital Limit, they may be charged £1 per week for every £250 in capital between the two amounts. This is known as Tariff Income.

5.5. Treatment of Couples

- 5.5.1. Where an individual is co-habiting as part of a couple, the Financial Assessment process is summarised below. For these purposes a couple is defined as follows:
- A legally married husband and wife
 - Two individuals who have lived together as a married husband and wife for at least twelve months but who are not legally married
 - Two individuals of the same sex who under the Civil Partnership Act 2004 have formed a civil partnership
 - Two individuals of the same sex who have lived together as a couple for at least twelve months but who have not formed a formal civil partnership under the Civil Partnership Act 2004
- 5.5.2. Normally, the Financial Assessment will consider only the income, savings and other capital of the individual, including their share of joint income, savings and other capital. However, in some circumstances it may be financially advantageous to an individual to be assessed jointly as a couple.
- 5.5.3. The person's spouse or partner does not have to disclose their personal financial information (although they will be required to identify any income or savings and other capital that both members of the couple are entitled to jointly). If they do agree to participate in the Financial Assessment, a joint Financial Assessment can be made. The individual can then choose which assessment outcome they prefer: single or joint.
- 5.5.4. If a couple is receiving a joint service from which they both benefit, they will only be assessed as a couple.
- 5.5.5. When assessing one member of a couple as a single person:
- 100% of solely owned and 50% of all jointly owned capital and savings will be taken into account (excluding the value of the main home)
 - All assessable income appropriate to the individual will be considered
 - An allowance will be made for 50% of the couple's total joint basic household expenditure

- Basic living cost allowance will be calculated using 50% of the couples' rate of Income Support or Pension Guarantee Credit plus 25%
- An allowance will be made for the individual's Disability Related Expenditure where they receive a Disability Related Benefit

5.5.6. When assessing as a couple jointly:

- The income and savings and other capital for the couple will be considered;
- An allowance will be made for 100% of the couple's basic household expenditure
- The basic living allowance will be calculated using the level of Income Support or Pension Credit Guarantee of a couple
- The couple's assessed disposable income will be halved prior to considering any individual Attendance Allowance or Disability Living Allowance awarded
- An allowance will be made for the individual's Disability Related Expenditure where they receive a Disability Related Benefit
- Where both partners receive support which is chargeable, the standard capital limits will be doubled

5.6. **Mental Capacity**

5.6.1. Where a person receiving care and support lacks mental capacity to make decisions about the management of their financial affairs, they may still be assessed as being able to contribute towards the cost of their care and support.

5.6.2. The Council will always seek to work with someone who has legal authority to make financial decisions on behalf of the person who lacks mental capacity. Evidence of this will be required as part of the Financial Assessment. If there is no such person, an application must be made to the Court of Protection:

- A family member willing to take up the role may make a Deputyship
- In the absence of such a candidate an application may be made for a Panel Deputy to be appointed
- Slough may take the view that it will apply for Deputyship, depending on the Council's resources and the composition and value of the person's assets.

5.6.3. While an application is being considered by the Court of Protection, Department for Work and Pensions Appointeeship can be arranged to enable access to information about a person's state benefits.

5.7. **Declining to Provide Financial Details**

5.7.1. People have the right to choose not to disclose their financial details. If a person exercises this right, the Council is unable to make a Financial Assessment and the person will be required to pay the full contribution applicable at the time the service was provided or the Personal Budget was received.

5.8. **Delays in Making a Financial Assessment**

5.8.1. If a person unreasonably delays completing the Financial Assessment they will be required to pay the full cost of their care and support (or Personal Budget) until a Financial Assessment has been completed. If the Financial Assessment results in a lower contribution, the Council will consider refunding the difference depending on the circumstances of the case. Discretion in this matter will rest with the Assistant Director of Adult Social Care Services.

5.8.2. 'Unreasonable delay' will be determined on a case by case basis. However, as a general rule the Council expects the individual (or their representative) to provide the information required for the Financial Assessment within 2 weeks of request. (If

further information is required it is also expected that the individual will also provide this within 2 weeks of the date it was requested.)

5.9. Deprivation of Assets

- 5.9.1. If a person receiving care and support has deprived themselves of income, or of savings or other capital, in order to reduce their contribution (Deprivation of Assets), their contribution may be calculated as if they still possessed the assets disposed of.
- 5.9.2. Council staff and those acting on the Council's behalf will have regard to the detailed guidance on Deprivation of Assets set out in the Care and Support Statutory Guidance Annex E.

5.10. Welfare Benefits

- 5.10.1. Benefits advice will be offered as part of the Financial Assessment to ensure that people receiving care and support can claim all benefits they are entitled to.
- 5.10.2. Where help is given in applying for a benefit, the individual will be notified of the effect of the new benefit on their assessed contribution, which will be backdated to the date of award.

5.11. Independent Financial Advice

- 5.11.1. Advice will be given on the availability of independent financial information and advice to help people make financial choices appropriate to their own circumstances.

5.12. Payment of Contributions

- 5.13. Any contribution a person receiving care and support is required to pay will apply from the Saturday after their care and support (or Personal Budget) started. The Council will provide a written record of the Financial Assessment and any contribution payable before sending a first invoice.
 - 5.13.1. The Council offers a range of methods to pay their contribution. Details of these methods are stated on the back of the bill sent to people receiving care and support each month, and include payment by:
 - Debit and Credit Card Payments
 - Telephone / Online banking
 - Visiting the individual's bank
 - Post
 - Standing order
 - Visiting My Council
 - Pay Zone

5.14. Debt Recovery

- 5.14.1. Care and support will not be refused or withdrawn if someone does not pay their assessed contribution, or lodges an appeal against the assessed contribution. However, if someone does not pay their contribution either in full or in part and the invoice remains unpaid the Council's debt recovery procedures will be instigated. This may result in legal action and extra costs to the individual.

5.15. Reviewing a Financial Assessment

- 5.15.1. Because a person's financial circumstances can change, it will be necessary from time to time to re-assess their ability to contribute towards the cost of their care and support.
- 5.15.2. This will be done automatically on an annual basis, to take account of the annual increases in benefits and other incomes which take place each April.
- 5.15.3. However, a review may also be required if a person's financial circumstances have changed. The individual must inform the Council as soon as their financial circumstances change, as this may affect their assessed contribution.
- 5.15.4. The person receiving care and support may also request a review of their contribution at any time.
- 5.15.5. If a review of a person's Financial Assessment results in a change to the contribution they are required to pay, the revised contribution will apply from the Saturday after the change in circumstances that led to the review.

5.16. Treatment of Fractions in Financial Assessments

- 5.16.1. Any assessed contribution below £1.00 will not be charged. Fractions of a penny resulting from a Financial Assessment calculation will rounded up to be treated as a penny if that would be to someone's advantage, otherwise they will be disregarded.

6. Specific Rules on Charging for Care and Support in a Care Home

6.1. Financial Assessment Calculation

- 6.1.1. People whose assessed savings and other capital are more than the Upper Capital Limit set by the Department of Health will be required to pay the full cost of their care and support in a care home until their savings and other capital fall below the Upper Capital Limit.
- 6.1.2. People whose assessed savings and other capital are at or below the Upper Capital Limit will be required to pay an assessed contribution towards their care and support. This will be based on their income and savings and other capital, and will be calculated in accordance with the detailed guidance in the Care and Support Statutory Guidance Annexes B and C. Certain types of income and capital (Disregards) will be excluded from the Financial Assessment as detailed in the Care and Support Statutory Guidance. Appropriate expenses will also be taken into account, for example where the person needs to contribute towards the cost of maintaining their former home.
- 6.1.3. Special rules apply if a person's capital includes property they formerly occupied as their home (see section 6.3 on Property Disregards).

6.2. Personal Expenses Allowance

- 6.2.1. A person in a care home will generally contribute most of their income towards the cost of their care and support, although certain sources of income will be fully or partially disregarded as set out in Schedule 1 to the Care and Support (Charging and Assessment of Resources) Regulations and described in Annex B of the Care and Support Statutory Guidance.
- 6.2.2. The Department of Health specifies a level of assessed income an individual must be able to retain to spend on personal items and things that are not part of the care and support arrangements. This is known as the Personal Expenses Allowance. The Personal Expenses Allowance is defined in The Care and Support (Charging and Assessment of Resources) Regulations 2014.

6.2.3. Where a person in a care home has entered into a Deferred Payment Agreement, the Disposable Income Allowance will apply instead of the Personal Expenses Allowance (see section 6.4 on Deferred Payment Agreements).

6.3. **Property Disregards**

6.3.1. The value of any property owned by a person receiving care and support in a care home will normally be included in the Financial Assessment. However, in some circumstances set out in Schedule 2 to the Care and Support (Charging and Assessment of Resources) Regulations and described in Annex B described in Annex B of the Care and Support Statutory Guidance, the value of a property they formerly occupied as their home will be disregarded.

6.3.2. If the admission to the care home is on a short term basis, the value of a property they occupy as their home will be disregarded.

6.3.3. If the admission to the care home is on a permanent basis, the value of a property they formerly occupied as their home will normally be disregarded for the first 12 weeks after they entered the care home as a permanent resident. (If the property is sold during the 12-week period the disregard will end on the date of the sale.)

6.3.4. If the admission to the care home is on a permanent basis and someone else lives in the property they formerly occupied as their home, its value will be disregarded if that person is:

- Their spouse or partner, unless they are estranged or divorced (but if they are estranged or divorced, and the spouse or partner is a lone parent, the disregard will still apply)
- A relative who is:
 - Aged 60 or over
 - Aged 16 or under and is a child for whom they are responsible
 - Incapacitated (ie disabled), in which case there are no age limits

6.3.5. The Council has some limited discretion in special circumstances to disregard the value of a person's home when it considers it reasonable to do so, including where there is a sudden and unexpected change in their financial circumstances. This power will be balanced with the need to ensure that people with assets are not maintained at public expense.

6.4. **Deferred Payment Agreements**

6.4.1. Deferred Payment Agreements are available to help people who would otherwise have to sell their home to pay for their care and support in a care home.

6.4.2. Subject to adequate security and acceptance of the terms and conditions, the Council will offer a Deferred Payment Agreement if a person receiving care and support in a care home meets all three of the following conditions:

1. They are assessed as needing permanent residential / nursing home care
2. The value of their savings and other capital (excluding their home) is below the Upper Capital Limit set by the Department of Health
3. Their home is not disregarded in the Financial Assessment, eg because someone else lives there

6.4.3. The Council may also be able to offer a Deferred Payment Agreement if the person wishes to use the equity in their home to pay for a more expensive care home place.

6.4.4. If the individual qualifies for a Deferred Payment Agreement they must agree to a legal charge being placed on the property. This will be cleared once the amount owed to the Council is paid, usually when the property is sold.

6.4.5. Where a person in a care home has entered into a Deferred Payment Agreement, they will be entitled to retain income up to the Disposable Income Allowance set by the Department of Health in order to meet the additional costs related to insuring and maintaining the property. They may, however, choose to keep a lower amount.

6.4.6. The Council's policy on Deferred Payment Agreements is set out in Appendix 2.

6.5. Top-ups to Care Home Fees

6.5.1. When a person whose needs have been assessed as being best met in a care home is choosing a care home, the Council will ensure that they have at least one option that is affordable within their Personal Budget. However, they may choose an alternative home, including a more expensive setting, usually where a third party such as a relative or friend is willing and able to pay a Top-up for the additional cost. The person paying the Top-up must enter into a legally-binding agreement to pay the Top-up to the Council.

6.5.2. The Council may also be able to offer a Deferred Payment Agreement if the individual wishes to use the equity in their home to pay for a more expensive care home place.

6.5.3. The Council's policy on Top-ups to Care Home Fees is set out in Appendix 3.

6.6. Short Term Residential Stays

6.6.1. Where a person is receiving short term care and support in a care home, their Financial Assessment will be made on the same basis as if they were receiving permanent care and support in a care home. However, certain welfare benefits may be disregarded as income. The value of a property they occupy as their home will be disregarded, and allowance will be made for reasonable costs associated with ongoing upkeep and maintenance of the property.

7. Specific Rules on Charging for Care and Support at Home

7.1. Financial Assessment Calculation

7.1.1. People whose assessed savings and other capital are more than the Upper Capital Limit set by the Department of Health will be required to pay the full cost of their care and support at home until their savings and other capital fall below the Upper Capital Limit. 'At home' includes Extra Care Housing, Supported Living, Shared Lives and settings that are not residential or nursing care homes.

7.1.2. People whose assessed savings and other capital are at or below the Upper Capital Limit will be required to pay an assessed contribution towards their care and support. This will be based on their income and savings and other capital, and will be calculated in accordance with the detailed guidance in the Care and Support Statutory Guidance Annexes B and C. Certain types of income and capital (Disregards) will be excluded from the Financial Assessment as detailed in the Care and Support Statutory Guidance. Appropriate expenses will also be taken into account, including housing expenses and, where applicable, Disability Related Expenditure, the costs of special equipment and educational expenses.

7.2. Minimum Income Guarantee

7.2.1. Certain sources of income will be fully or partially disregarded as set out in Schedule 1 to the Care and Support (Charging and Assessment of Resources) Regulations and described in Annex B of the Care and Support Statutory Guidance. For people

receiving care and support at home these disregards specifically include Working Tax Credit (or the element of Universal Credit that relates to Working Tax Credit).

- 7.2.2. The Department of Health specifies an amount of assessed income that a person receiving care and support at home must be able to retain, after contributing to the cost of their care and support, in order to meet their daily living costs. This is known as the Minimum Income Guarantee. The Minimum Income Guarantee is defined in The Care and Support (Charging and Assessment of Resources) Regulations 2014, and is equal to the basic level of Income Support or Pension Guarantee Credit plus an additional 25% of that amount.

7.3. **Housing Expenses and Property**

- 7.3.1. The Financial Assessment will make allowance for the cost of household expenses, to ensure that the individual is able to cover housing costs before they are required to contribute towards the cost of their care and support. Allowances will depend on depending on housing tenure and circumstances, including:

- Rent net of housing benefits
- Mortgage net of income support or pension credit assistance, and life insurance payments made in respect of the mortgage amount
- Board and lodgings
- Council Tax net of Council Tax Benefit
- Building insurance (not including contents)
- Essential service charges and ground rent net of assistance funding
- Essential home maintenance (where this is not provided by a third party, eg landlord or Council). This may include maintenance required for the health and safety of the service user (eg electrical or heating system repairs).
- Payments under court order and other verifiable debts (eg child maintenance)

- 7.3.2. When an individual moves out of a property that they own and becomes an ordinary resident in alternative accommodation, the owned property will no longer be deemed their main home. The property will be regarded as capital for the purposes of the Financial Assessment:

- Permanent move:
The property will be treated as capital unless the individual is taking steps to sell. If the property is up for sale it will be disregarded for 6 months, or longer if good reason is given. The individual will be required to sign a legally binding agreement to pay the assessed contributions to the cost of their care and support once the property is sold or once their care ceases.
- Temporary move
The situation will be reviewed on a 6 monthly basis and after 52 weeks the property will be treated as a capital asset. However, this will be considered on a case by case basis.

7.4. **Disability Related Expenditure**

- 7.4.1. Where an individual's assessed income includes disability-related benefits, the Financial Assessment will allow them to keep enough benefit to pay for necessary Disability Related Expenditure to meet needs that are not being met as part of their care and support.

- 7.4.2. Disability Related Expenditure will be considered when:

- The additional cost is required to meet the person's specific need due to a condition or disability as identified in the assessment of their care and support needs

- The cost is reasonable and can be verified - receipts may be requested
 - It is not reasonable for a lower cost alternative item or service to be used
- 7.4.3. Appendix 4 contains a list of recognised Disability Related Expenditure items, and associated costs as a guide to calculating Disability Related Expenditure allowances in the Financial Assessment. These costs will be reviewed each year.
- 7.4.4. Disability Related Expenditure will not be allowed for:
- Any item or service met by a payment from a Budgeting Loan or where another funding source has been provided
 - The difference between the actual cost and the lower cost alternative where it is reasonable for the individual to use a lower cost alternative
 - General items or services required for daily living that would be used by people without disability
 - Structural or landscaping work (eg tree surgery, path laying or re-laying) in gardens or to buildings unless:
 - Disabled Facilities Grant contributions apply in respect of the works carried out
 - The individual uses a scooter or wheelchair and the modifications to the garden or building are essential to enable use of the scooter or wheelchair, or to provide secure storage for the scooter and the facility is used as such - in this case the amount will be calculated as if the modifications were equipment with a suitable life span applied
 - Exterior window cleaning
 - Care provided by a family member
- 7.4.5. Where an item of expenditure combines more than one element, those elements that meet the individual's specific need due to their disability or condition will be allowed. For example, hair washing would be allowed if the individual could not do this task themselves, but hair cutting would not be allowed as this is a service used by the general population.
- 7.4.6. If more than one person lives in the individual's home the additional costs relating to a disability or condition will be shared between the occupants whose needs contribute to the additional costs. For example, if the cost of providing domestic assistance or gardening was assessed as an allowable Disability Related Expenditure, this cost may be attributed to all of the adult occupants of the individual's home.

7.5. **Special Equipment**

- 7.5.1. The cost of special equipment (eg stair lifts) will be allowed if they meet the individual's specific need due to a disability or condition.
- 7.5.2. The amount allowed will be based on the life span of the equipment and the purchase price paid, where this is reasonable. This will not be allowed if the purchase is funded by a Disabled Facilities Grant or where another funding source has been provided.
- 7.5.3. Maintenance and repair costs for special equipment will also be allowed if the equipment meets the individual's specific need due to a disability or condition. The weekly amount allowed will be the annual cost divided by 52 weeks.

7.6. **Educational Expenses**

- 7.6.1. Where the individual has extra expenses associated with their education, the Council will make an allowance for this in the Financial Assessment. The allowance is

related to costs associated with a registered education or training course at a University or College. It is calculated in a similar way to DRE, where expenses are apportioned across the year, and a weekly allowance is calculated. Allowable expenses include tuition and study materials (e.g. text books) and may include tools required for an apprentice, where the service user has to pay for them. This means that if a student spent £20 per week towards their education or training, the Council would make an allowance in the Financial Assessment for this cost. Individuals should retain receipts of educational expenses as proof.

7.7. Verification of Expenses

- 7.7.1. The individual may be asked to provide receipts for expenses claimed. If receipts have not been kept, they will be asked to provide receipts of future expenses.
- 7.7.2. If the individual does not provide receipts, despite requests to do so, the Council may decide that the expense should not be allowed.

8. Appeals

8.1. Overview

- 8.1.1. The Council aims to ensure all contributions towards the cost of care and support are fair and equitable.
- 8.1.2. The Council acknowledges that at times, some people receiving care and support may experience difficulties or exceptional circumstances, which should be considered on an individual basis, and treated with dignity and respect. To ensure individuals are provided with an opportunity to have their own circumstances considered, the Council offers two ways they can formally request that their assessed contribution is reconsidered, through:

- Appeals, or
- Waivers

8.2. Appeals

- 8.2.1. If a person receiving care and support believes they cannot reasonably afford to pay the full amount of their assessed contribution, they can use the Council's Adult Social Care Contributions Appeals Procedure to make an appeal.
- 8.2.2. Further information on appeals, and details of how to access the appeals process, are available on the Council's website: [Adult Social Care Feedback & Complaints \[Link to be added\]](#).

8.3. Waivers

- 8.3.1. Waivers should not be confused with Write Offs; they are quite a separate entity.
- 8.3.2. Requests for waivers can only be made following a contributions assessment. A waiver is a request to set aside the assessed contribution for a fixed period prior to any invoices being raised. A waiver will only be issued in exceptional circumstances, where to raise a contribution would have a detrimental impact on the individual or others. A waiver prevents the creation of Debtor Accounts that would otherwise arise and possibly lead to client debt.
- 8.3.3. Further details of the waivers procedure can be found in the Council's *[Fairer] Contributions Appeals Procedure*

8.4. Write Offs

- 8.4.1. Requests for writing off any individual debt need to follow the Slough Borough Council Financial Procedure Rules.

9. Complaints

- 9.1. If a person receiving care and support is dissatisfied with the way that they have been treated during the Financial Assessment process, or with the service that they receive, they have the right to make a complaint, evidencing why they are dissatisfied. Adult Social Care Services has a statutory complaints process to ensure that services users' views and concerns are considered and dealt with appropriately and that the Council holds itself accountable to the highest standards.
- 9.2. Details of how to access the complaints process are included in the information pack that is given to all individuals applying/receiving social care services, and available on the Council's website: [Adult Social Care Feedback & Complaints](#).

10. Privacy

- 10.1. Information will be collected to enable the calculation of contributions relating to services provided and assessment of welfare benefit entitlement. In accordance with the Data Protection Act 1998, this information will only be shared with other relevant people and agencies in accordance with the data protection principles or with the written consent of the individual or their legally appointed representative.
- 10.2. An individual has the right to request to view their personal information held by the Council at any stage.

11. Equality Impact

- 11.1. An equality impact assessment has been undertaken for the Council's Contributions Policy to ensure that all individuals are considered equally and there is no adverse impact on any group of people within the community due to race, ethnicity, gender, disability, sexuality or age. This policy has specific measures in place to ensure that disabled people are treated equally to non-disabled people in relation to service charges and this policy has been assessed as compliant with Anti Discrimination regulations.

12. Reviewing the Contributions Policy

- 12.1. This policy will be reviewed annually prior to the commencement of each new financial year. The annual review will ensure all rates and amounts are consistent with inflation or other relevant changes, which may occur. The Council will consult the community on such changes through its annual budget consultation.
- 12.2. Authority to vary the policy is set out in Appendix 6.

Appendix 1: Slough Borough Council Charge Rates 2015-16

Hourly rate chargeable for home care:	£18.00 per hour
Maximum weekly charge:	Hours of support x charge rate of service
Minimum assessed contribution:	£1.00 per week
Daily rate for day care services:	£39.50 per day
Weekly rate chargeable for telecare:	£4.50 per week

Capital Limits (set by the Department of Health):

Lower Capital Limit:	£14,250
Upper Capital Limit	£23,250

Level of Savings and Other Capital	Financial Assessment Calculation
£0 - £14,249	Disregarded
£14,250 - £23,249	Tariff Income: £1 for every complete £250, or part £250
£23,250 +	Care and support fully chargeable

Appendix 2: Deferred Payment Agreements

1. The purpose of Deferred Payment Agreements

- 1.1. The universal Deferred Payment Agreements (DPA) scheme has been introduced with the aim that people should not be forced to sell their home in their lifetime to pay for their care. A DPA is a loan secured by a legal charge against the property, through which a person can defer paying the costs of their care until a later date. This can delay the need to sell their home as they make the transition into care.

2. Who is entitled to a DPA?

- 2.1. Subject to adequate security (see below) and acceptance of terms and conditions, Slough will offer a DPA where a person meets all three of the following criteria at the point of applying for a DPA:
- The care planning process has determined that they have eligible needs that are best met in a care home, or in supported living accommodation (including extra care housing)
 - The value of their assets, excluding their home, is below the Upper Capital Limit set in regulations by the Department of Health
 - Their home is not disregarded for purposes of Financial Assessment, eg because a spouse or dependent relative as defined in the regulations is living there.
- 2.2. Entitlement to a DPA applies equally to people whose care is wholly or partly council-funded and to people who fund the costs of their own care.
- 2.3. Slough may, at its discretion, offer a discretionary DPA, subject to adequate security (see below on security) and acceptance of terms and conditions, where:
- A person is marginally above the upper threshold, or
 - Paying for care would leave them with limited realisable assets, or
 - A person wishes to use the equity in their home to pay for Top-ups as set out in the Council's policy on choice of accommodation and additional payments, subject to evidence that the Top-up arrangement is sustainable (see below on sustainability).

3. What can the DPA be used to pay for?

- 3.1. DPAs are intended to pay for the costs of care and cannot be used for any other purpose. The costs of care include:
- Care home fees
 - Support and rental costs in supported living accommodation
 - Any administration fees and other disbursements Slough may add to the amount deferred (see below on interest and charges)
- 3.2. A DPA cannot be used to pay for additional services that a care home may offer residents. Nor can it be used to pay for mortgage payments in respect of supported living accommodation.

4. How much can be deferred?

- 4.1. The maximum amount that can be deferred is the Equity Limit. This will be calculated using the following formula:

Value of property
less 10%
less the Lower Capital Limit set in regulations by the Department of Health
less any other charges on the property

- 4.2. To determine the value of the property, Slough will obtain a valuation, the cost of which will be added to the deferred amount unless the person has agreed to pay this separately. The person who has applied for the DPA may, if they wish, obtain an independent valuation. If an independent assessment finds a value substantially different to the Council's valuation, an appropriate valuation will be agreed before proceeding with the DPA.
- 4.3. Normally, a person will be able to defer up to the full amount they are paying for their care. They are not obliged to defer the full amount, and may choose to defer less than this if they wish to pay some of the costs from their income or savings.
- 4.4. However, where a person intends to use a DPA to pay for a Top-up, Slough reserves the right to limit the amount that can be deferred, if it deems that is necessary to ensure that the DPA is sustainable (see below). In these circumstances, the amount a person can defer would not be less than the 'core' cost of care, ie without the Top-up.

5. Sustainability

- 5.1. In considering a request for a discretionary DPA, Slough will consider with the person the sustainability of the proposed arrangement. Among the factors that will be considered are:
- the likely period the person would want the DPA for
 - the equity available
 - the period of time they would be able to defer their care costs for - when they would reach the 'equity limit'
 - when they might reach the threshold for help with their care costs
 - the sustainability of their contributions from other sources
 - the flexibility to meet future care needs - how their needs and possibly the costs of care might change, and how increased costs would be funded.

6. Effect of DPA on Financial Assessment

- 6.1. While a DPA is in effect the maximum Disposable Income Allowance used in a person's Financial Assessment will be £144 per week. They may, however, choose to keep a lower amount.
- 6.2. Slough will have regard to reasonable costs such as insurance and property maintenance when carrying out a Financial Assessment.

7. Security

- 7.1. Slough will accept the following forms of security:
- A first legal charge on the property on the Land Register
- 7.2. Slough may at its discretion accept other forms of security, including:

- A third-party guarantor, subject to the guarantor providing an appropriate form of security
 - Assignment of life assurance policy
- 7.3. In considering other forms of security, Slough will consider each case on its merits.
- 7.4. Where an asset offered as security is jointly-owned, both owners' consent to the charge will be required. Both owners will be signatories to the charge agreement and must agree not to object to the sale of the property for the purpose of repaying the debt due to the Council. Where another party has a beneficial interest in the asset offered as security, similar consent will be required.
- 7.5. Slough will arrange for the security to be revalued when deferral reaches 50% of its most recent valuation, and the cost of this will be added to the deferred amount unless the person has agreed to pay this separately.

8. Interest and charges

- 8.1. Compound interest will be charged on the deferred amount including administration fees and other charges that have been added to the deferred amount until the debt is repaid. Interest will continue to accrue even when the 'equity limit' has been reached.
- 8.2. Interest will be charged at a variable rate in line with the National Maximum Interest, which is normally reviewed 6-monthly. Slough will set out in writing the initial rate of interest and will also inform the person in writing if the rate of interest changes.
- 8.3. If Slough pursues outstanding debts through the County Court, interest will accrue on debts at the County Court rate.
- 8.4. Slough will charge an administration fee for setting up the loan. This will be at a flat rate, which will be reviewed annually and published along with all other fees and charges. It will also charge other reasonable one-time fees during the course of the agreement, including but not limited to:
- Valuation and re-valuation fees
 - Land Registry charges and associated costs
 - Removal of charges
- 8.5. Slough also reserves the right to recover costs associated with pursuing debt through the Court.

9. Making the DPA

- 9.1. Once an agreement in principle has been reached, Slough will issue a hard copy of a contract. The person requesting the DPA will have 30 days to consider and raise any questions about the terms of the contract.

10. Mental Capacity

- 10.1. Slough will assure itself that the person requesting the DPA has the requisite mental capacity to enter into such an agreement.
- 10.2. Where a person who lacks capacity has either a Finance and Property Attorney or a Deputy, evidence of this will be required before the representative can sign the DPA on the person's behalf.
- 10.3. Where the person who lacks capacity is unrepresented, an application must be made to the Court of Protection:

- A family member willing to take up the role may make a Deputyship
- In the absence of such a candidate an application may be made for a Panel Deputy to be appointed
- Slough may take the view that it will apply for Deputyship, depending on the Council's resources and the composition and value of the person's assets

11. While the DPA is in place

11.1. Slough will:

- Provide statements 6-monthly or on 28 days' notice
- Include any interest or fees to be deferred when calculating progress towards the equity limit
- Reassess the value of security when 50% is reached
- Review the arrangement with the individual if the amount deferred reaches 70% of the value of the security.

11.2. The person who has agreed to the DPA must:

- If contributing to the costs of care, tell the Council of changes in income or savings
- Tell the Council about relevant changes in care and support needs
- If there is a disregard in their Financial Assessment, tell the Council of a change in circumstances that would affect this
- Ensure appropriate maintenance and insurance arrangements, and provide the Council with details of these
- Obtain the Council's consent for anyone to move into the property
- Tell the Council if they intend to sell the property and when it is sold
- Tell the Council if they, or someone acting on their behalf, intend to repay the full amount due.

12. Cessation of deferrals

12.1. In the event that:

- The person becomes eligible for council-funded care, either because of depletion of assets or because of a property disregard
- No longer needs to be in a care home or supported living
- They breach predefined terms and conditions

Slough reserves the right to stop deferring costs. Slough will give 30 days' notice of its intention to stop deferring costs, but will not demand repayment.

12.2. Slough will stop deferring costs, but interest and administration charges can still be deferred:

- When the person reaches the equity limit, or
- Is no longer in a care home or supported living.

13. Termination of the DPA

- 13.1. A DPA may be terminated in three ways:
- When the property (or form of security) is sold and the Council is repaid
 - At any time by the individual, or someone acting on their behalf, by repaying the full amount due (this can happen during a person's lifetime or when the agreement is terminated through the DPA holder's death)
 - When the person dies and the amount is repaid to the LA from their estate.
- 13.2. On termination, the full amount due (including care costs, any interest accrued and any administration fees and other disbursements) must be paid to the Council. Responsibility for arranging for repayment of the amount due (in the case of payment from the estate) falls to the executor of the will.
- 13.3. If the person decides to sell their home, they must tell the Council in writing of their intention, and when the property is sold. They will be required to pay the amount due to the Council from the proceeds of the sale, and Slough will relinquish the charge on their property.
- 13.4. If the person, or someone acting on their behalf, decides to repay the full amount due, they must tell the Council of their intention in writing. Slough will relinquish the charge on the property on receipt of the full amount due.
- 13.5. If the deferred payment is terminated due to the person's death, the amount due to the Council must be either paid out of the estate or paid by a third party. If the person's executor, family, or a third party wish to settle the debt by other means Slough will accept an alternative means of payment provided this payment covers the full amount due. Slough will wait 2 weeks from death before requesting repayment. After 90 days, when repayment falls due, Slough reserves the right to take active steps to recover.
- 13.6. Interest will continue to accrue on the amount owed to the local authority after the individual's death and until the amount due to the local authority is repaid in full.

Appendix 3: Top-ups to Care Home Fees

1. Introduction

- 1.1. Where the care planning process determines that a person's needs are best met in a care home, the Care and Support and After-care (Choice of Accommodation) Regulations 2014 require the Council to provide for the person's preferred choice of accommodation, subject to certain conditions.
- 1.2. Slough will ensure that a person has genuine choice and that at least one option is available and affordable within their personal budget. However, they must also be able to choose alternative options, including a more expensive setting, where a third party (or in certain limited circumstances the person themselves) is willing and able to pay a Top-up for the additional cost.

2. Additional Costs (Top-up Payments)

- 2.1. If an individual chooses a setting that is more expensive than the personal budget, a statement will be issued setting out how the difference between the personal budget and the actual cost will be met.
- 2.2. In most cases, a third party will need to agree to pay the additional cost (Top-up). A person may pay their own Top-up only in the following circumstances:
 - where their home is subject to a twelve-week property disregard
 - where they have entered into a Deferred Payment Agreement with Slough (NB: there is not a legal entitlement to a DPA for Top-up payments, but Slough will endeavour to agree such arrangements subject to adequate security)
 - where the accommodation being offered is funded under section 117 of the Mental Health Act 1983 but not to their liking and they can find accommodation they prefer and pay the difference in cost.
- 2.3. In these cases, having made sure that the individual understands the full implications of this choice, that the person paying the Top-up is willing and able to meet the additional cost for the likely duration of the arrangement, Slough will contract with the provider for the full cost of the arrangement.
- 2.4. Slough will require the person paying the Top-up to enter into a legally-binding agreement to pay the Top-up to the Council at the frequency set out in the agreement. The agreement will cover:
 - the additional amount to be paid
 - the amount specified for the accommodation in the personal budget
 - the frequency of the payments
 - the payments are to be made to Slough Borough Council
 - the provisions for reviewing the agreement
 - the consequences of ceasing to make payments
 - how any increases in the charges the provider may make will be dealt with
 - how any changes in the financial circumstances of the person paying the Top-up will be dealt with

3. The Amount to be Paid

- 3.1. The amount of the Top-up will be the difference between the actual costs of the chosen provision and the amount set in the personal budget (see above).

4. Frequency of Payment

- 4.1. Payments will normally need to be made on a monthly basis.

5. Reviewing the Agreement

- 5.1. Top-up agreements will normally be reviewed on an annual basis. However, other events may arise, eg as part of the care planning process, that would prompt a review of the Top-up arrangements.

6. Consequences of Ceasing to Make Payments

- 6.1. If the person who has agreed to pay the Top-up ceases to make payments, Slough will take appropriate steps to recover the payments due wherever possible. If agreement cannot be reached, Slough will pursue outstanding debts through the County Court, and reserves the right to recover costs associated with pursuing debt through the Court.
- 6.2. Interest will accrue on debts at the national maximum interest rate. If County Court proceedings ensue, interest will then accrue at the County Court rate.
- 6.3. If payments are not maintained, the individual for whose care the Top-up is due may be moved to an alternative accommodation that would be suitable to meet their needs and affordable within the personal limit.

7. Changes in Provider Charges

- 7.1. Slough will negotiate price changes with the provider as part of its normal contract management process, and will seek to keep any increase in charges to the lowest appropriate level.
- 7.2. However, there is no guarantee that cost increases will automatically be shared evenly should the provider's costs rise more quickly than the amount Slough would have increased the personal budget. Cases will be considered on an individual basis.

8. Changes in Financial Circumstances

- 8.1. Slough will consider sympathetically genuine unforeseen changes in financial circumstances. The person who has agreed to pay the Top-up must contact Slough in writing as soon as their circumstances change, or they become aware that their circumstances will change (eg by notice of redundancy).

Appendix 4: Disability Related Expenditure 2015-16

Additional Heating Allowances	
When assessing whether the user has higher than average heating costs the calculation should be based on the last 4 quarters actual usage either taken from their bills or from the utility supplier. Need to consider whether others in the household have disability and/or circumstances which contribute towards the higher than average costs. Establish the need for additional heating, the annual costs subtracted from the average	
	AVERAGE COSTS
<i>Refer to the usage table and allow difference divided by the number of people in the household.</i>	
Single people in flats and terraced housing.	£1,203.00
Couples in flats and terraced housing.	£1,587.00
Single people in semi-detached housing.	£1,278.00
Couples in semi-detached housing.	£1,684.00
Single people in detached housing.	£1,555.00
Couples in detached housing.	£2,049.00

Specialist washing powder or laundry for incontinent or bed bound clients	
Ascertain the number of weekly loads for the client and where it is undertaken.	Disregard the first 3 loads.
Allow £1 per load of incontinent laundry in excess of 3 loads. (For washing at home)	Maximum of £3 per week.
Washing at the launderette (incontinent laundry disregard the 1st load.)	Maximum of £5 per load up to £10 per week with receipts.
Commercial laundry service for incontinent laundry.	Allow in excess of £3 up to a maximum of £10 with receipts.
The Community laundry service provided by Home Care at a subsidised cost.	No allowance.

Additional Bedding costs due to incontinence or bed bound clients	
This includes sheeting, duvets, blankets and waterproof covers for the bed, Incontinence pads and Kylie sheets not included as supplied by Health, refer to GP for Incontinence Adviser.	
Ascertain the amount and type of usage that is over and above the norm.	Disregard the first set of bedding and ask for receipts.
Ask for receipts of purchase which demonstrate the amount of expenditure.	Allow a maximum of £75 per year.

Special clothing and footwear due to disability and/or due to abnormal wear and tear	
Special shoes and/ or slippers; must have a medical/ disability that require footwear to be built	Disregard the first 3 pairs or shoes and slippers and 1st £75
Not covered by Health which are more expensive than normal shoes or need to be replaced due to wear and tear more frequently.	Allow a maximum of £75 per year. Ask for receipts and confirm if necessary with GP.
Establish why there is a disability need for additional clothing over and above the norm	Ask for receipts, disregard the first £200, divide by 52 to find the weekly allowance and allow a maximum of £5 per week.

Special dietary costs	
Establish what the medical condition is that requires a special diet and that it has been recommended by	Allow the difference up to a maximum of £5 per week.

a dietician, seek agreement to get confirmation to establish the need.	
Establish that the diet is more expensive than a normal and what the difference is.	

Private cleaner or domestic help	
Not allowed as expenditure if already provided by SS.	
Establish that there is a need for cleaning as part of the care package and that there is no other person in the household who could reasonably carry this out. Example health reasons or stress on a carer who is providing a substantial amount of care.	Cost divided by number of adults unless service is solely provided to service user; example rooms only used by client.
Establish that it is a formal arrangement which is properly receipted and not provided by a relative or member of the same household.	Allow a maximum of £7 per week.

Gardening	
Allowance for basic tidying of garden over the year.	
Establish that there is a need for cleaning as part of the care package and that there is no other person in the household who could reasonably carry this out. Example health reasons or stress on a carer who is providing a substantial amount of care.	Cost divided by number of adults unless service is solely provided to service user; example rooms only used by client.
Establish that it is a formal arrangement which is properly receipted and not provided by a relative or member of the same household.	Allow a maximum of £7 per week.

Alarm scheme	
If in SBC property and in receipt of HB free. Allow SBC Careline scheme or other equivalent scheme.	Careline = £4.50 per week.

Purchase of disability related equipment	
Disability related equipment is that specifically bought due to the user's disability and that enables them to be more independent or assist the carer to manage their care.	See DoH Guidance for types of equipment and mobility aids.
If user in receipt of DLA Mobility Allowance	No allowance for mobility aids, cars, scooters, wheelchairs etc.
Ascertain equipment specifically bought for service user over preceding year. Ask for receipts. Examples of equipment are; Stair lifts, electric scooters/wheelchairs/hospital beds/ recliner chairs	Large items allow over the lifetime of the equipment and divide by the number of years then annualised.
Smaller infrequently bought items in the preceding year such as telephones with big buttons special feeding aids, Zimmer frames not provided by health.	Allow over one year; receipts are required after first assessment. Receipts should be provided as proof of purchase.
Equipment replacement is allowed due to disability and not furnishing replaced due to wear and tear	Credit agreement or hire of disability equipment allow payments.

Service agreement for equipment	
Check that contract is still valid and payments are being made for service user's equipment.	Allow the amount that the service user is paying divided by 52.

Privately arranged care

Allow for privately arranged care that is assessed as a need in the client's care plan and is a formal arrangement. Excludes payments to relatives and members of the same household.	Allow the amount for care that is invoiced and agrees with the care plan
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<i>Privately arranged respite or holidays that have additional disability costs</i>	
Respite schemes are designed to provide a short term break for dependent people with illnesses or disability and their carers.	
	No allowance is made respite provided by SBC as subsidised.
Care is provided for a specified period and can be in a residential home or the user's own home.	Ask for receipts. Maximum of 2 weeks per year up to £1000.
Allowance maybe made for the additional costs of a holiday due to the user's disability which may include costs of an attendant excluding food and/or the additional costs of the provision of disability facilities. In order to establish the higher costs receipts must be provided.	Establish the additional costs by breaking carer's costs and the cost of disability facilities. Max 2 weeks per year up to £1000.

<i>Transport costs</i>	
If user is in receipt of DLA mobility allowance	DLA mobility covers travel costs, no allowance to be made.
Establish travel costs and whether the user could use cheaper forms of transport such as Hospital transport, buses, Out and About or the Private car scheme.	Out and About £10 per year and £3 per round trip.
	Ask for receipts
Allow hospital transport if either unavailable or client is unable to use due to disability, dementia.	Taxi fares only allowed where no other transport is available and is receipted.

Appendix 5: Home Reversion Scheme

The most common form of Equity Release Scheme is a Home Reversion Scheme (HRS), where a home owner will transfer the ownership of all or part of their home to a commercial or 'not for profit' organisation. Depending on the terms of the HRS, the funds released may be paid to the home owner in full on the date of the transfer, or may be translated into an annuity, or a combination of these.

Where a HRS results in the home owner receiving an annuity or where payments are made by instalments be they for life or for a fixed period, then all such payments will be treated as income, unless any of the following provisions apply:

- Where certain detailed conditions set out in Annex C of Care and Support Statutory Guidance (October 2014) relating to annuities are met, then specified amounts comprised within the gross income from the annuity can be disregarded, namely, the component of the gross income which represents the weekly amount of interest on the loan (net or gross of income tax, where applicable);
- Where any part of the income or capital derived from a HRS is used to fund capital developments or disability related works to the property in question, the income so used may be disregarded from the charge calculation. The service user must produce evidence to this effect in order to claim such a disregard;
- Where the released funds are paid in instalments the total value of all the instalments outstanding will be added to the total value of all other savings held by the service user. If this total exceeds the current upper capital limit, the instalments will be treated as income and taken into account over a period equivalent to that which it represents, e.g. a payment due to be made calendar monthly is taken into account for a calendar month; and
- If this total is less than the current upper capital limit, each instalment will be treated as capital.

Appendix 6: Roles and Responsibilities

1. Roles

1.1. Financial Assessment and Benefits Officers

- undertake Financial Assessment and benefits check to calculate level of contribution towards services provided by Adult Social Care Services.

1.2. Quality and Controls Manager, Benefits Service

- review assessments undertaken by officers, including all appeals against assessed contributions

1.3. Social Workers

- work with customers to develop support plans, taking account of the personal budget allocation and the contributions payable by customers towards meeting their support needs

1.4. Assistant Operations Manager

- consider risk assessment where customers lodge an appeal for their assessed contributions to be reviewed. Will request contribution waiver where appropriate.

1.5. Head of Service

- review request for contribution waiver and take decision. Report contribution waivers on a monthly basis.

1.6. Acting Director Adult Social Services

- monitor contribution waivers by department

2. Authority to Vary the Contributions Policy

2.1. Approval of Slough Borough Council's Cabinet is required to any extension or restriction of the scope of the Contributions Policy.

2.2. Changes to charge rates will be consulted on as part of the annual budget consultation process, and reported to Cabinet and Council as part of the annual budget approval process.

2.3. Wellbeing Senior Management Team have delegated authority to otherwise vary the Contributions Policy.