



Adult Social Care Charging Policy

Directorate:	Social Care, Health, and Housing (SCHH)		
Division & Service:	Adult Social Care / Housing / Customer Finance		
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Approved By:	Executive	Approved Date:	28/07/2020
Effective From:	01/09/2020	Version No.	1.4
Next Review:	April 2025		

Version no.	Date issued	Author	Change Reference	Issued to
1.0		LW		ASC
1.1	March 2021	LW	Updated rates	ASC
1.2	March 2022	LW	Updated rates	ASC
1.3	March 2023	LW	Updated rates	ASC
1.4	March 2024	LW	Updated rates	ASC

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1. Introduction

- 1.1. Central Bedfordshire Council's charging and financial assessment framework for Adult Care and Support Services has been designed to comply with the Care Act 2014. Its aim is to produce a consistent and fair framework for charging and financial assessment for all people that receive care and support services following an assessment of their individual needs and their individual financial circumstances.
- 1.2. For the purposes of this policy, an adult is defined as a person aged 18 and over.

2. Legislation and Regulatory Framework

- 2.1. The Care Act 2014 provides a single legal framework for charging and enables councils to charge a person when it is arranging to meet a person's care and support needs. This is set out in Sections 14 and 17 of the Care Act 2014.
- 2.2. Section 14 of the Care Act 2014 provides councils the power to charge people for care and support services. This applies where a person is being provided with care and support services to meet eligible needs identified under Section 18, Section 19 or Section 20 of the Care Act 2014.
- 2.3. Section 14 of the Care Act 2014 provides councils the power to charge for services meeting carer's needs by providing services directly to the carer.
- 2.4. Section 17 of the Care Act 2014 permits councils to undertake an assessment of financial resources. The financial assessment will determine the level of a person's financial resources and the amount which the adult is required to pay towards the cost of providing services to meet their care and support needs.
- 2.5. Council's must follow the regulations and guidance issued under the Care Act 2014:
 - 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
 - Care and Support Statutory Guidance
- 2.6. The Care Act 2014 replaced many previous Acts, regulations and guidance for adult social services, including those that related to charging and financial assessment for care and support.

3. Principles of the Policy

- 3.1. This charging and financial assessment framework has been developed to meet national principles to:
 - Ensure that people are not charged more than is reasonably practicable for them to pay for care and support.
 - 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 their 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 for the future costs of meeting their needs to do so.
- Be sustainable for the Council in the long-term.

4. Care and Support Services provided free of charge

4.1. The following will be exempt from any charges under this framework:

- Intermediate care including reablement for up to the first six weeks of a specified period of a programme of care and support to assist a person to maintain or regain the ability needed to live independently in their own home.
- Community equipment (which includes aids and minor adaptations to property, for the purposes of assisting with nursing at home or aiding daily living). Aids must be provided free of charge whether provided to meet or prevent/delay needs. A minor adaptation is one costing £1,000 or less.
- Care and support provided to people with Creutzfeldt-Jacob Disease.
- After-care services and support provided under Section 117 of the Mental Health Act 1983.
- Any other service or part of service that the NHS is under a duty to provide. This includes Continuing Health Care and the NHS contribution to Registered Nursing Care.
- Services provided directly to a carer to meet that carer's identified needs.
- Services which Councils have a duty to provide through other legislation.

5. Chargeable Care and Support Services

5.1. The Council must undertake a financial assessment where a person has been assessed to have eligible support needs and is receiving care in any of the following settings:

- Permanent care home accommodation
- Short Term/respite stay(s) in care home accommodation
- Temporary stay(s) in care home accommodation
- Non-residential care and support services. This includes the following services: domiciliary care, supported living services, day centre attendance and day

opportunities, direct payments, services provided to the adult within their own home or where they are supported to access services outside of their home.

6. The Financial Assessment Process

- 6.1. A financial assessment will be requested for all individuals who have been assessed as having eligible care and support needs.
- 6.2. The Customer Finance team will receive notification from a person's Care Management team that a financial assessment is required.
- 6.3. An officer from the Customer Finance team will contact the person or their representative to arrange completion of the financial assessment form.
- 6.4. The completion of the financial assessment form will be undertaken by the person, or their representative or with the assistance of a Community Finance Adviser (CFA) from the Customer Finance Team.
- 6.5. All people who are subject to a financial assessment will be offered a welfare benefits check. The CFA will identify any benefits to which the person appears to be entitled and will signpost them to the relevant agency to claim.
- 6.6. Upon receipt of the completed form, the Assessing Officer will complete the financial assessment process to calculate the charge due from the person, taking into consideration their income, capital and assets and permissible allowances.
- 6.7. The result of the financial assessment will be confirmed in writing as soon as possible, usually within 14 working days following the completion of the financial assessment and any checks that may be required.
- 6.8. The person will be invoiced by the council on a 4-weekly basis in arrears for their care costs.

Information on the financial assessment process

- 6.9. An information leaflet will be provided to all individuals required to pay charges explaining this charging policy and associated fees.
- 6.10. Similar information will be provided on the Council's website
- 6.11. Information will be provided in accessible formats when requested.

Non-Disclosure of information

- 6.12. The person has the right to choose not to disclose their financial details. Any person who chooses not to disclose their finances or declines a financial assessment will be assumed to be able to meet the full costs of their service from the date the services commenced and will be invoiced accordingly.
- 6.13. If the person is receiving their support via a direct payment, the person will be required to pay 100% of their assessed contribution towards their direct payment.

Failure to Disclose information or co-operate with the financial assessment process

- 6.14. If a person, their appointed or legal representative or anyone acting in their best interests fails to cooperate with a financial assessment it will be assumed that the person has the means to pay for their services out of their capital or income. The person will be assessed as being able to pay for the full cost of their care and support from the date that services commenced and will be invoiced accordingly.
- 6.15. If the person is in receipt of a direct payment, this will cease, and the council will take steps to recover some or all the payments already made.
- 6.16. A person will be deemed as having failed to cooperate with a financial assessment if without good cause, they do not adhere to the following timescales:
- Two attempts at telephone contact to arrange a visit will be made by the council
 - If no contact is made a financial assessment form will be sent to the person/representative with an explanatory letter
 - The person/representative must contact the Council within 14 days of the issue of the financial assessment form
 - If the person has contacted the Council or returned the completed financial assessment form within 14 days of issue, but further information or documentation is required (such as proof of income and expenditure), this must be provided within 28 days of the original issue of the financial assessment form.
- 6.17. Where a person is receiving a reablement service then the financial assessment process may commence at any time during the reablement period.
- 6.18. A financial assessment will not be delayed if adequate information has been provided.
- 6.19. For the purposes of this policy 'contact' will mean the return of the financial assessment form, or a telephone call, letter, email to either ask for assistance, to request and/or arrange a visit for the purposes of information gathering and completion of the financial assessment form.
- 6.20. If the person later chooses to cooperate, any reduction in charge will be from the Monday of the week that the details are fully disclosed.
- 6.21. The Assessing Officer may contact the Department for Works and Pensions to enquire what benefits the person is receiving and may contact other departments within the Council to ascertain or validate information received.
- 6.22. If the person is receiving non-residential care services and is in receipt of means tested benefits, the Assessing Officer will undertake an assessment based on this information. No disability related expenditure will be allowed in these assessments. If the person is not in receipt of any means tested benefits, a full cost assessment will be undertaken, and the full costs of the services will be charged to the person from the date the services commenced.

Financial Reassessments & Changes to circumstances

- 6.23. The person or their representatives are responsible for notifying the Council of any changes in circumstances that may affect their financial assessment and associated charges. The person may request a financial reassessment if their circumstances have changed.
- 6.24. Any changes to contributions identified in a reassessment of charges will be backdated to the date of the change in financial circumstances.
- 6.25. A reassessment will be carried out each year to re-calculate charges. A percentage increase will be applied in line with the Department of Work and Pensions percentage increase if actual amounts are unknown. If this is incorrect an adjustment will be made once evidence is produced.
- 6.26. A reassessment will also be carried out if the care package has been significantly increased or decreased.
- 6.27. The person will be provided in writing with a copy of any reassessment conducted and will be required to either confirm that their circumstances have been correctly estimated or provide information and evidence about any changes to their circumstances.
- 6.28. Should a reassessment reveal that a person's circumstances have changed significantly since the previous assessment or reassessment then their charge will be recalculated based on the date(s) that the change occurred up to a limit of one year, and the person charged or credited as appropriate.

7. Permanent Care Home Accommodation

- 7.1. Charges for care will apply from the date the person moves into the care home. If the financial assessment has not been completed prior to this date, a standard minimum charge will apply. If the delay is due to the person not providing the requested information, the person will be charged for the full cost of the service they are receiving. Once the financial assessment has been completed, any overpayment or deficit of contribution will be adjusted in subsequent invoices.
- 7.2. A person who has non-housing assets below the upper capital limit, but owns property, is entitled to a 12-week property disregard for their main or only home when they first enter a care home as a permanent resident or when another property disregard has ended.
- 7.3. If the person first enters a care home as a private funder with non-housing assets over the capital limit as well as property assets, they are not entitled to a 12-week disregard of their property assets should their non-housing assets drop below the upper capital limit and they have been resident in a care home for more than 12 weeks.
- 7.4. If the person owns property or other asset with significant value over which security can be taken, they may be eligible to defer care costs against the value of the property/asset. This is known as a Deferred Payment Agreement.

- 7.5. The Council operates a Deferred Payment Scheme to allow people to defer the sale of their home where it is needed to fund care home fees for as long as they use the service. (see 13. The Deferred Payments Scheme)
- 7.6. The financial assessment will consider income, capital and the value of any assets. The charging methodology will take into consideration any mandatory disregards of income, capital and property as defined in the Charging for Care and Support statutory guidance and regulations.
- 7.7. The financial assessment will consider statutory amounts required to be retained by the person from their income. These are known as the Personal Expenditure Allowance (PEA) and Disposable Income Allowance (DIA). These amounts are dependent upon the person's financial circumstances and are reviewed annually by the Department of Health and Social Care. Where the person has no income, the Council is not responsible for providing one.

8. Temporary short-term/respite stay(s) in care home accommodation

- 8.1. Charges for care will apply from the date the person moves into a care home on a temporary basis for short-term or respite care. If the financial assessment has not been completed prior to this date, the person will be charged the full cost of the stay. If the delay is due to the person not providing the requested information, the person will be charged for the full cost of the service they are receiving. Once the financial assessment has been completed, any overpayment or deficit of contribution will be adjusted in subsequent invoices.
- 8.2. A stay in a care home is deemed 'temporary' if the person intends to return to their home after the stay in the care home and the person's needs assessment indicates that their care and support needs could be met in the community.
- 8.3. A short-term resident is someone provided with care home accommodation for a period of up to 8 weeks. A temporary resident is where the person's stay is unlikely to exceed 52 weeks or in exceptional circumstances unlikely to substantially exceed 52 weeks.
- 8.4. Where a person's stay is intended to be permanent, but circumstances change, and the stay becomes temporary, they will be financially assessed and charged as a temporary resident.
- 8.5. Where a short-term or temporary stay becomes permanent, the person will be assessed and charged as a permanent resident from the date the stay becomes permanent.
- 8.6. The financial assessment for temporary stays will be completed using the Charging for Care and Support statutory guidance for care and support in a care home. If the person has savings and investments are above the upper capital limit, they will need to pay the full cost of the care home fees.
- 8.7. The financial assessment under the temporary stay rules for care in a care home are like those who move into a care home permanently, except that:
- If a person owns their own home, the value of their main or only home will be disregarded from the assessment for temporary stays.

- If a person is in receipt of Attendance Allowance or Disability Living Allowance, these are disregarded in full from the financial assessment for temporary care in a care home
- If a person needs to pay bills on their home to maintain their property (for example: standard charges for utility bills), there will be an expense allowance given in the financial assessment towards this.

8.8. There is a minimum weekly charge for temporary care within a care home.

9. Non-residential Care and Support

- 9.1. A person who has care and support needs while living at home or living in supported accommodation in the community, will be financially assessed to determine the contribution they are required to make towards the costs of their care.
- 9.2. The financial assessment will be based on the person's income, capital, housing costs and disability related expenditure (DRE). Any income, savings or capital held in joint names, will assumed to be owned in equal proportion unless there is evidence to prove otherwise. We do not ordinarily assess couples or civil partners jointly. However, we will give regard to any partner or spouse living in the same household to ensure they have enough money to live on.
- 9.3. If the person has capital above the Upper Capital Limit, we will assess that the person is able to pay the full cost of the care and support services they receive. Where this occurs, the person is still entitled to request that the Council arranges the services. The Council will charge an administration fee for arranging and administering personal accounts for all people that are able to pay the cost of their care and support. If the person wishes the Council to continue to manage the contract and payments to the provide, the person will be charged an annual fee for this service. They will be required to sign a full cost agreement to confirm that they agree to pay all charges due. This will be deemed a light touch assessment.
- 9.4. The financial assessment will ensure that the person retains at least the Minimum Income Guarantee. This retained income level is intended to cover basic needs such as purchasing food and clothing. Direct housing costs will only be considered where the person is liable for such costs i.e. holds the tenancy agreement or is party to the mortgage.
- 9.5. The financial assessment will refer to the Care and Support Statutory Guidance for all disregards in respect of income and capital when making a determination of the person's financial resources.
- 9.6. Following completion of the financial assessment, the person will be informed of the weekly amount they are required to contribute towards their care and support costs. People will not be charged more than the amount determined by their financial assessment.
- 9.7. Contributions are due from the date care commences. Reassessments to charges will be applied from the Monday following the reassessment, unless a change happened that the person should have notified the Council about. In cases where the person has not notified

the Council of changes that would affect their financial assessment, the charges will be backdated to the point of change.

9.8. Where the person receives a direct payment to manage their care, the amount of their contribution will be deducted from the payment before it is issued to the person. The person will be expected to make their contribution into their direct payment account to ensure there is sufficient money to cover the cost of the services required to meet their assessed needs.

9.9. The charge for care delivered in the person's home will take into consideration the number of carers required to provide the service at any one time and the charge will be based on the total number of carer hours delivered.

Telecare

9.10. There will be a fixed rate charged for the installation and maintenance of telecare equipment

Meals on Wheels

9.11. There will be a fixed rate charged for each meal delivered for either lunch and/or dinner which will include delivery

One-off payments

9.12. People who receive a one-off payment for services that are eligible for financial assessment will be financially assessed under the same criteria. The cost of the one-off payment will be divided across the time period for which the one-off payment applies, and the person will be assessed and charged accordingly.

9.13. Where the one-off payment has no time frame, the person will be charged for the expected lifetime of the purchase with a maximum charge period of 12 months from the date of assessment.

9.14. One-off payments costing less than £200 will not be financially assessed except if the person is provided with 2 or more one off payments within the same 12-month period or the one-off payment is made in addition to other services covered by this policy.

Notice Periods for cancelling non-residential services

9.15. Where a person cancels their care with less than 24 hours' notice, the person will be charged for the missed calls.

10. Maximum Charges

10.1. There is no ceiling on charges. The maximum payable is the full cost of services received.

11. Deprivation of Assets

11.1. Where the Council believes that a person has deliberately reduced their capital in an attempt to reduce their assessed charge this will be classed as deprivation of capital.

This can relate to income, capital or property. There are no specific time limits on this if it can be shown the action was to avoid paying for care. The person will be treated as still owning that capital which has been disposed of within the financial assessment.

- 11.2. In such cases, the Council may either charge the person as if they still possessed the asset or, if the asset has been transferred to someone else, seek to recover the lost income from charges from that person.

12. Protection of property

- 12.1. The Council must take reasonable steps to protect the moveable property of a person with care and support needs who is away from home in hospital or a care home and cannot arrange to protect their property themselves. The Council must act where there is a risk that the property will be lost or damaged. This may include a person's private possessions including looking after pets.
- 12.2. Where the Council incurs costs associated with protecting a person's property, the authority will charge the person for the cost of arranging these services and any costs associated with protecting the property concerned.

13. The Deferred Payment Scheme

- 13.1. The Council operates a deferred payment scheme. Deferred Payments are designed to prevent people from being forced to sell their home in their lifetime to meet the cost of their care and to give a person more flexibility about their care funding options.
- 13.2. A Deferred Payment Agreement (DPA) is an agreement between the person and the Council where the full payment of their care fees is deferred and paid in the meantime by the Council, provided that the person can offer the Council a form of financial security. The money is repaid once the house is sold or from the person's estate or a third party at the end of the agreement.
- 13.3. Where a person has been assessed to make a contribution from their income and other capital assets, they must pay this contribution during the course of the DPA. This will lower the level of deferred fees to be repaid at the end of the DPA.
- 13.4. The Council will charge administration fees towards the costs of setting up and monitoring the DPA. The person will also be charged interest on the deferred fees from the start of the agreement.

Eligibility Criteria

- The person's care assessment shows that their identified needs are best met in a care home on a permanent basis
- The person has less than (or equal to) £23,250 in assets excluding the value of their home
- The person's home is not disregarded for another reason e.g. it is not occupied by a spouse or dependent relative as defined in the charging regulations
- The person must have a beneficial interest in property

- There is no outstanding mortgage on the property or if accepting a mortgaged property, the outstanding amount must leave sufficient value to meet the criteria for self-funding
- The Council can secure the deferred payment through a first legal charge against the person's property
- The person agrees to the terms and conditions of the Deferred Payment Agreement, such as to insure and maintain the property
- The person has capacity to enter into a Deferred Payment Agreement or has a legally appointed representative that can enter into a Deferred Payment Agreement on their behalf.

13.5. The Council may exercise its discretion to take other forms of security other than the person's property. The Council will only consider other forms of security in exceptional circumstances where there is not property but another asset of suitable value, after giving due regard to the associated risks of other forms of security.

13.6. The Council has discretion to refuse a Deferred Payment Agreement if it is not satisfied that its interest is secure and that it is able to recover care costs incurred on the individual's behalf.

13.7. If a spouse or dependent relative moves into the property following entry into a Deferred Payment Agreement, the Council will review the person's eligibility for the scheme. If the property is disregarded as a consequence and the person qualifies for council support, the Deferred Payment Agreement will be frozen, and interest will continue to accrue.

13.8. Individuals will be required to complete an application form to be considered for the DPA.

Refusal of a Deferred Payment Agreement

13.9. The Council may refuse a Deferred Payment Agreement despite the person meeting the eligibility criteria where:

- It is unable to obtain a first charge on the property
- The person lacks capacity and there is no appointed deputy or lasting power of attorney to make such a decision
- Where someone is seeking a top-up
- Where a person does not agree to the terms and conditions of the agreement, for example a requirement to insure and maintain the property.

13.10. If the person does not want to sell their property and chooses not to take advantage of the scheme, they will be deemed to be able to pay the full costs of their care and will be invoiced accordingly.

13.11. If they fail to pay their invoices, this will be dealt with via the Council's debt recovery process.

Property Issues

Jointly Owned Property

- 13.12. If the DPA is to be secured by way of a legal charge and the property is jointly owned, then all registered owners must confirm in writing their agreement to registration of the legal charge against the property and that they will not object to the sale of the property when the time comes to settle the debt.
- 13.13. The written agreement from the joint owners must be obtained prior to the council considering the DPA application all joint owners will be required to enter into the legal charge document.

Shared Ownership and tenants in common

- 13.14. A DPA can only be approved if all co-owners and or landlord agree to the legal charge. Proof of the percentage owned by the person and its potential value will also be needed. The maximum legal charge amount would be their share in the total value.

Equity release

- 13.15. Where part of the value of the property has been realised by way of equity release, proof of the person's residual equity in the property will be needed together with written consent of any third party where applicable

Leasehold property

- 13.16. If the property is leasehold, the person can apply for a DPA however sometimes restrictions are placed on the title and the agreement of the head landlord/ultimate freehold owner is needed to arrange the placing of the legal charge. In these cases, it is the person's responsibility to arrange for any consent needed and to meet any costs involved. If consent is not forthcoming, the Council cannot accept the property as security.

Land Registry and unregistered properties

- 13.17. A DPA can only be secured by way of a legal charge against a property if the property is registered with the land registry.
- 13.18. A DPA cannot be offered if:
- The property is unregistered
 - The property is registered but one or more registered party is unable to give legal agreement because they have died intestate
 - The property is registered but one or more registered party is unable to give legal agreement because they no longer have mental capacity
 - The property is a mobile home where it is the land that is registered and not the mobile home
 - The property is leasehold and restrictions in the lease prevent the council from registering a legal charge with the land registry
 - The owner has no capacity and no legal representative

- 13.19. If a person wishes to use their property as security for a DPA they must arrange for the property to be registered with the Land Registry and to meet the costs of registration.
- 13.20. The Council will provide general details of the DPA scheme with details of the associated costs. The Council recommends that the person seeks independent legal and financial information and advice before entering into the DPA.

Valuation of Property

- 13.21. The person is required to provide a valuation for their property as part of the DPA application process to establish whether the available equity is greater than the upper capital limit.
- 13.22. The Equity is calculated as follows:
- 13.23. Value of the person's share in the property – 10% (for sale costs) - £14,250 (the current lower capital limit)
- 13.24. If there is disagreement with the valuation provided, the Council may seek an alternative valuation from another provider. The cost of gaining this valuation will be added to the DPA.
- 13.25. A further valuation will be required when the deferral reaches 50% of the available security.

Legal Charge

- 13.26. The Council will secure the DPA by placing a first legal charge on the person's property. If the property already has a mortgage secured against it as a first charge, a legal charge registered by the Council would be a second charge.
- 13.27. A legal charge can only be registered with the land registry if:
- all property owners' consent to the charge,
 - the property is registered with the land registry,
 - there are no leasehold restrictions or if there are, the head landlord/ultimate freehold owner agrees to the legal charge and all third parties (such as mortgagees have given consent to the charge.

Solicitor's Undertaking

- 13.28. A solicitor's 'undertaking' is a legally binding agreement. The Council may accept a solicitors 'undertaking' letter as security against a deferred payments agreement where a solicitor undertake (commits) to pay the council the full amount of the person's deferred payments agreement usually from the proceeds of the sale of the property. This may be relevant if the person has already instructed a solicitor in the sale of the property at the time they apply to the council for a DPA

Letting the property

- 13.29. If the person decides to rent out their property during the course of their DPA, the Council will treat this as income to be taken into consideration in the financial

assessment. Considerations will be given to reasonable expenses incurred by the client such as agency fees.

- 13.30. The person should notify the Council before any person occupies the property and should provide a copy of the tenancy agreement to the Council.
- 13.31. The person should agree with the Council how much of the rental income should be included within the financial assessment.

Interest Charges and fees

- 13.32. The Council will charge an initial administration fee for arranging the Deferred Payment Agreement. This fee covers, the cost of land registry fees, legal costs, land search fees and staffing costs.
- 13.33. The Council will charge an annual administration fee to cover the ongoing costs of the administration of the Deferred Payment Agreement.
- 13.34. The Council will charge the maximum interest rate permitted under the regulations. The maximum rate is fixed for periods of six months and changes each 1 January and 1 July.
- 13.35. The Council will charge daily compound interest on the fees that are deferred under the agreement.
- 13.36. The Council will provide the person with a statement of fees and charges every 6 months.
- 13.37. The Council may also pass on costs incurred during and at the end of the agreement, including any costs associated with revaluing the property, the cost of providing statements and any charges incurred in removing a legal charge from a property.

Deferred Payments & the 12-week Disregard

- 13.38. Where a person's resources are below the upper capital limit, the 12-week disregard will be applied, and the Deferred Payment Scheme will be available subject to the appropriate eligibility criteria.
- 13.39. If there are sufficient resources in excess of the upper capital limit to fund care for any period, no matter how short, access to the Deferred Payment Scheme will be given at the time the capital reduces to the upper capital limit and it would be necessary to sell the property.
- 13.40. Where a person is already in residential care and may need access to Council funding, they are not entitled to the 12-week property disregard.
- 13.41. If the request to access Council support is made due to a sudden or unexpected change the Council has the discretion to allow a 12-week disregard. For example, the person's partner suddenly dying

Increased Personal Expenses Allowance for Property Maintenance/Insurance

- 13.42. The general personal expenses allowance (PEA) received by the person may not be sufficient to cover the maintenance of the property.
- 13.43. The costs involved in maintaining the property e.g. insurance and repairs must be met by the person. A Disposable Income Allowance as stated in the regulations should be

allowed to be retained by the person towards the upkeep of their property, if that is what the person requires. A person may choose to keep less than this amount per week. By retaining less, there will be less deferring against the property value.

13.44. On leaving the deferred payment scheme or if the DPA is frozen, the PEA reverts to the normal figure.

Conditions of the DPA

- The property is maintained in a reasonable standard and condition. The property should be maintained to retain its value
- All outgoings associated with the property are paid
- Any net rental income derived from letting the property during the period of the scheme will be assessed in accordance with the charging regulations
- The person acknowledges that they have received the Council's advice and that they should seek independent financial advice before committing themselves to the agreement
- The person completes the application for the Council's assistance and provides any evidence required in support of their application
- Co-owners as well as the applicant must agree to the Council's charge
- The applicant notifies the Council of any change in circumstances which would affect the value of the property or the sustainability of the DPA.

Notification on reaching the maximum deferred amount

13.45. 30 days' notice must be given to the person as to when the maximum amount of Deferred payment is likely to be reached. The Council will identify this during the 6 monthly statement and advise accordingly.

13.46. Within 6 months prior to the person reaching the maximum deferred amount, officers should discuss with the person the cost of care and what may happen to any top ups or the need to consider movement to another care home or room if they are unable to make other arrangements.

Terminating the Deferred Payment Agreement

Sale of property before death

13.47. If the person sells the property whilst the DPA is active, the accrued debt must be repaid upon the sale in order to remove the charge.

13.48. The person must give 30 days' notice in writing in advance of terminating the agreement on account of a sale of the property.

13.49. The actual sale price should be used in the final calculation of the debt

Sale of property after death

13.50. The DPA debt should be added to any other debt which is attributable to the placement

- 13.51. An executor of the estate should be notified of the actual or provisional debt 14 days after death. At this stage the approximate value of the estate should be requested to confirm previous financial assessment declarations officers should explain in writing that the debt is due from 90 days after death.
- 13.52. Where not already notified the final debt should be confirmed in writing no later than 4 weeks after death.
- 13.53. If the debt had not been cleared within 4 weeks of the expiry of the 90-day period, a reminder should be sent confirming the rate of the growth of the debt and querying when payment can be expected. If no response is received the Council's debt recovery policy will be instigated.
- 13.54. The interest rate charged will be that detailed within the care and support regulations 2014

Removing the charge

- 13.55. The Customer Finance team will instruct legal to remove the charge following the settlement of debt and will notify the person/legal rep to this effect.

Continuing Health Care (CHC)

- 13.56. Where a person is awarded CHC funding. The debt will be frozen from the date of the award and interest will continue to accrue until discharge of the debt
- 13.57. The person may choose to continue to make payments towards the outstanding debt

14. Interim Funding Arrangement

- 14.1. An interim funding arrangement is where the Council agrees to pay the cost of care home accommodation on a person's behalf for a short period of time until a longer-term funding arrangement is in place.
- 14.2. There will be occasions where a person entering a care home, who would normally be assessed to meet the full care home fees is unable to pay those full costs immediately and is not eligible for a Deferred Payment Agreement (for example, because they lack the mental capacity to enter into a legal agreement and they do not have a financial representative who can access their assets).
- 14.3. This is designed to be a short-term substitute for other funding arrangements. It is not intended to take the place of a longer-term funding arrangement.
- 14.4. Interim funding primarily relates to adults who lack mental capacity to manage their finances and who:
 - Do not have a legally appointed representative to deal with their financial affairs and
 - Have capital assets above the upper capital limit (which may or may not include a property) and
 - Have needs identified as being best met in a care home on a permanent basis and

- Do not have access to any other short-term arrangements to cover their care home fees.
- 14.5. There may be occasions where the Council will consider offering interim funding arrangements for other short-term situations where it has not been possible to enter into a Deferred Payment Agreement due to factors that are in the process of being resolved. For example, the person is seeking a Deferred Payment Agreement but is unable to due to issues with the registration of their property which they are actively seeking to resolve.
- 14.6. The Council can only agree to a DPA if a person has capacity to enter into the DPA or if they lack capacity has someone who has the legal authority to enter into a DAP on their behalf.
- 14.7. Where a person is taking steps to become legally appointed to act on behalf of a person who lacks capacity, this process can take several months. During this time, while a person lacking capacity needs a placement in a care home but the person applying to act for them doesn't have legal authority to enter into long term arrangements, the person applying to become deputy can apply to the Council for an Interim Funding Arrangement.
- 14.8. There are many scenarios where the Council will consider Interim Funding and cannot set these out in a comprehensive list. Examples of the type of situation where Interim Funding can be considers are:
- Sudden loss of mental capacity and an application to the Court of Protection is being made to appoint a deputy
 - The holder of a Lasting Power of Attorney or Enduring Power of Attorney is not able to act for the person. This could be because that person has died, or they have lost mental capacity themselves, and someone else is applying to become a court appointed deputy.
 - A property is jointly owned but the other owner is unable to agree to a legal charge because for example they have lost mental capacity, and someone is applying to become a court appointed deputy for this person
 - The property is unregistered, but steps are being taken to arrange registration.

Eligibility Criteria

- 14.9. The Council may consider Interim Funding where:
- The person's care assessment shows that their identified needs are best met in a care home on a permanent basis and
 - The person's financial circumstances indicate that they are responsible for the full cost of their care home accommodation under the Council's charging policy and
 - The person lacks mental capacity to manage their finances and
 - The person's representative is not yet legally appointed to manage their financial affairs and

- The representative has not been able to make an arrangement with the care home to defer the care fees until they become appointed and
- The representative has no other interim funding alternatives available to them whilst they wait for the court to appoint them as deputy and
- The representative is willing to provide a written undertaking that they are applying to the Court of Protection to become deputy and that once they are appointed deputy by the Court they will either discharge the deferred care fees or (where eligible) enter into a Deferred Payment Agreement with the Council

14.10. The Council may consider other situations to offer an Interim Funding Arrangement if a Deferred Payment Agreement is temporarily not available due to factors that the person or their representative is actively seeking to resolve. These will be considered on a case by case basis.

Conditions Placed on Interim Funding

14.11. Interim funding is provided subject to the following conditions:

- The person acting for the person will take all reasonable steps to acquire the legal authority to act. This includes applying to the Department for Work and Pensions to become appointee to manage the person's state benefits
- The portion of the charge relating to the person's state benefits will be paid promptly by the representative once they have been appointed to deal with the person's state benefits
- Once legal power to act is granted, the Interim Funding Agreement will either be converted to a Deferred Payment Agreement or the balance of accrued charges including interest and administration charges are paid in full.

Interest and Administration Charges

14.12. The interest and administration charges will be the same as for Deferred Payment Agreements.

15. Debt

- 15.1. Failure to pay the assessed charge will result in the Council's debt recovery procedures being instigated.
- 15.2. The Council will approach the recovery of debt reasonably and sensitively and will take court action as a last resort.
- 15.3. The initial stage of debt recovery will involve discussing the debt with the person or their representative. Care Managers will be advised of the debt and will become involved as appropriate. In all cases the desired outcome is to prevent debt escalating and for the person to enter into an affordable repayment of the debt as well as meeting their ongoing charges.
- 15.4. The Council will give regard to the level of debt and the cost of recovery and will not proceed where the cost of recovery would be disproportionate.

- 15.5. The Council will proceed with court action where all alternatives have been exhausted.
- 15.6. Where a person has a debt and meets the eligibility criteria for the Deferred Payment Scheme, they will be offered this as an option. The Council may agree to enter into an agreement just for the amount outstanding and not for the continuing amount depending upon the individual circumstances.

16. Cases of Hardship: Waiving Charges and Write off

- 16.1. If a person falls behind with payments the Council's debt recovery procedures will be instigated.
- 16.2. The person should contact the Customer Finance team if they are having financial difficulties or if their financial circumstances have changed. The financial assessment should be reviewed to ascertain if the change of circumstances will affect the charge.
- 16.3. The Customer Finance Team will notify the appropriate care management team if the person states that they are considering cancelling their care due to the charges.
- 16.4. The care management team will contact the person to ascertain the details of the financial difficulties.
- 16.5. Decisions to waive fees wholly or in part for a period of time must be made by a Head of Service, Assistant Director or Director.
- 16.6. The charging policy is a framework for making decisions and the Council has discretionary powers to review the charges made where a person has difficulty in meeting their charges, this must be discussed with a member of the senior management team to determine whether to waive charges or recommend the write-off of the debt in line with the current Council procedure and scheme of delegation. Each case will be treated individually.
- 16.7. All or part of the charge can be waived for up to a period of six months and will be reviewed regularly.
- 16.8. All normal council debt recovery procedures will be followed before considering write off.

17. Exclusions from Charging

- 17.1. The Council exercises its discretion not to levy charges in respect of some services but may revise this decision as resources require.
- 17.2. The following services are excluded from charging:
 - Services provided directly to carers

18. Appeals and Complaints

- 18.1. The person has the right to ask for a review of their financial assessment and the charges that have been determined as part of the financial assessment process.
- 18.2. When advised of their charge the person will be provided with the details of the person conducting the financial assessment. If the person is not satisfied with the outcome of

the financial assessment, they should discuss their concerns with this person in the first instance. The calculation will then be reviewed, and a revised assessment issued if necessary.

- 18.3. If the person remains dissatisfied with the charge, then they are able to request a review of charges by the Assessing Officers line manager. The line manager will review the information used by the Assessing Officer and scrutinise the application of the criteria and ensure that the Officer has correctly applied the charging policy. Following this review the manager will write to the person with their decision.
- 18.4. If the person still remains dissatisfied with the assessed charge, then they are able to complain using the Council's complaints procedure.
- 18.5. During the investigation of the complaint, the assessed charge will remain payable and can be pursued according to the Council's debt recovery processes. If the outcome of a complaint is that a person has overpaid, then the overpayment will be refunded.
- 18.6. In considering a complaint about charges then the following issues may be considered:
 - Whether this policy has been applied correctly
 - Whether the person will suffer exceptional hardship as a result of having to pay charges for services
 - Whether the policy has impacted unfairly on the person
- 18.7. The outcome of a complaint may be that none, some or all of the charge is waived.
- 18.8. The decision to waive charges will be made by the officer who has an appropriate level of authority under the Council's scheme of delegation. This may not be the officer who investigates the complaint.

19. Data Protection & Fraud Prevention

- 19.1. All data gathered as part of the financial assessment process will be kept in accordance with the Council's data protection policy. The Council is also under a duty to protect the public funds that it administers and to this end may use the information that a person has provided within the Council:
 - For the prevention and detection of fraud
 - To support the national fraud initiatives; this may include person's information being used in data matching exercises
- 19.2. The Council may also share this information with other bodies administering or in receipt of public funds solely for this purpose.

20. Equality and Diversity

- 20.1. All SCHH policies are accompanied by an EIA (where applicable) and an implementation plan that sets out monitoring and reporting arrangements available in relation to this policy.

21. Appendices

- [Appendix A – Fees & Charges 2024/25](#)
- [Appendix B – Allowances and Disregards \(2024/25 to updated in line with Department of Health rates and guidance where applicable\)](#)
- [Appendix C – Assessment of Income and Capital](#)
- [Appendix D – Household Expenses](#)
- [Appendix E – Disability Related Expenditure](#)

Appendix A – Fees & Charges 2024/25

Fees will change in line with the Council's Fees and Charges and with Department of Health and Social Care/Department of Health guidance

Capital Limits (as Defined by the Care Act Statutory Guidance)

Lower Limit	£14,250
Upper Limit	£23,250
Level of Capital or Savings	How considered in the financial assessment
£0 - £14,250	Disregarded
£14,251 - £23,250	Tariff income is calculated at the rate of £1 for every complete £250 or part £250
£23,250 +	Full cost of care and support applies at or above this level of capital or savings

Charges for Deferred Payment Agreements (DPAs) and Interim Funding Arrangements

DPA - Set up costs	£775.20
DPA – Annual Admin Fee	£127.70

Annual interest rates for DPAs and Interim Funding Arrangements

1 July 2023 – 31 December 2023	3.43% (yearly rate) charged daily
1 January 2024 – 30 June 2024	4.65% (yearly rate) charged daily

Please note:

- We charge the maximum interest rate as defined in the Care and Support Regulations
- Interest is charged daily on the deferred balance (including any deferred administration costs) and is compounded
- Interest charges are added to the deferred payment debt

Non-residential care and support: fees for arranging care and support on behalf of self-funders:

Set-up Fee for Care and Support arrangements	£141.40
Annual fee for Care and Support arrangements (where the package of care continues to be managed and charged to the person by the Council)	£210.10 (to be charged pro-rata on a four-weekly basis, one month after care has started)

Service Costs charged to individuals in receipt of services

Homecare (per Hour, per carer)	£27.60
Care provided in Supported Living Units (per hour)	£27.60
Linsell House (per week)	£2602.90
Day Centres for adults with learning disabilities (per day)	£72.10
Day opportunities and social centres for older people (per day)	£43.90
Day opportunities – travel to day centre (per Journey)	£2.50
Telecare Service provided to meet eligible social care needs	£6.30
Telecare Service provided outside social care eligibility criteria where customer has VAT exemption	£6.30
Meals – Meals at day centres (per meal)	£7.00
Weekly price per bed – Abbotsbury, Allison House, Ferndale, Westlands	£882

Appendix B - Allowances and Disregards (2024/25 to updated in line with Department of Health rates and guidance where applicable)

Minimum Income Guarantee (MIG)

The following MIGs apply to assessments for support in a setting other than a residential or nursing home.

Single People		
Age of person	Disability Benefits or other benefit components he/she receives, or would be considered to receive, if entitled to Income Support or Pension Credit	Minimum Income Guarantee
Under 25	None	£87.65
	Disability Premium	£136.45
	Disability & Enhanced disability premiums	£160.30
	Carer's Premium	£140.00
	Disability Premium & Carer's Premium	£188.80
	Disability, Enhanced disability & carer's premiums	£212.60
25 or over, under State Retirement Age*	None	£110.60
	Disability Premium	£159.40
	Disability & Enhanced disability premiums	£183.25
	Carer's Premium	£162.95
	Disability Premium & Carer's Premium	£211.75
	Disability, Enhanced disability & carer's premiums	£235.60
State Retirement Pension Age*	None	£228.70
	Carer's Premium	£281.05
One of a couple		
Under State retirement age	None	£86.85
	Disability Premium	£121.65
	Disability & Enhanced disability premiums	£138.80
	Carer's Premium	£139.20
	Disability Premium & Carer's Premium	£174.00
	Disability, Enhanced disability & carer's premiums	£191.15
State Retirement Pension Age*	None	£17460
	Carer's Premium	£226.95

* This is the age at which a person becomes eligible for Pension Credit. It is subject to amendment from central government and is based on a person's date of birth rather than their age. The Government's State Pension age can be checked [here](#).

*Where one partner is over state pension credit age, the Pension Age MIG applies whether the person being assessed is under or over that age.

All figures are derived from Local Authority Circular LAC(DHSC) (2024)2

Children

For each child the adult is responsible for that is a member of the same household, an additional allowance of £101.25 will be made.

It is expected that the Minimum Income Guarantee will cover costs such as:

- Food
- Clothes
- Insurance, including buildings and contents, mortgage protection, life insurance
- Utility bills such as gas, electricity and telephone (mobile and landline)
- Water rates
- Transport, including bus fares and transport to and from day services
- TV license and subscriptions to satellite or digital TV companies
- Internet Services
- Repair and replacement of household items
- Repair and maintenance of buildings
- Gardening – other than basic gardening costs allowable under disability related expenditure
- Other expenditures such as personal debt (including court judgements) and arrears
- Social and leisure activities

This list is neither exhaustive nor exclusive.

Income disregards

The following income should be fully disregarded, please refer to Annex C of the Care and Support Statutory Guidance for the full list:

- War Widows and War widowers Pension
- Armed Forces Independence Payments & Mobility Supplement
- Survivors Guaranteed Income Payments from the Armed Forces compensation scheme
- Civilian War Injury pension
- War Disablement pension and payments to victims of National Socialist persecution (paid under German or Austrian Law)
- Armed Forces Independence Payments & Mobility Supplement
- Child Support Maintenance Payments, Child Benefit and Child Tax Credit
- Savings Credit Disregard
- War widows and war widowers' special payments
- Guaranteed Income Payments made to veterans under the Armed Forces Compensation Scheme
- War Pension Scheme payments made to veterans except for Constant Attendance Allowance payments
- The mobility component of Disability Living Allowance and mobility supplement
- The mobility component of Personal Independence Payments and mobility supplement

Earnings

Any income earned by the person will be disregarded from the financial assessment. For the purposes of self-employed people, this is based on the gross earnings

Property Disregards

The value of the person's main or only home must be excluded from the financial assessment:

- If they occupy their own home and is receiving care in their own home.
- The persons stay in a care home is temporary and they intend to return to their property, or they are taking reasonable steps to dispose of the property in order to acquire another more suitable property to return to.

Where the person no longer occupies the property, but it is occupied in part or whole by the following:

- The person's partner, former partner or civil partner except where they are estranged
- A lone parent who is the person's estranged or divorced partner
- A relative as defined in Annex B of the care and Support Statutory Guidance who it:
 - Aged 60 or over
 - Is a child of the person aged 18 or under
 - Is incapacitated (the relative is receiving disability benefits or has the equivalent level of incapacity to qualify for disability benefits, evidence of incapacity will be required)

The mandatory disregard only applies where the property has been continuously occupied since before the person when into a care home.

Appendix C - Assessment of Income and Capital

For Full details please refer to [Annex B](#) & [Annex C](#) of the Care and Support Statutory Guidance. Only the income and capital of the cared for person can be used in the financial assessment for care and support. Where the person receives income as part of a couple, the Council will assume that the person is entitled to an equal share of the income.

Income for the purposes of the financial assessment includes, retirement pension, income from insurance and annuities and benefits.

Benefits

The Council will take most of the benefits people receive into account. Any income from the following benefits will be taken into account when considering what a person can afford to pay towards their care from their income:

- Attendance Allowance, including Constant Attendance Allowance and Exceptionally Severe Disablement Allowance
- Bereavement Allowance
- Carers Allowance
- Disability Living Allowance (care component)
- Employment and Support Allowance or the benefits this replaces such as Severe Disablement Allowance and Incapacity Benefit
- Income Support
- Industrial Injuries Disablement Benefit or equivalent benefits
- Jobseeker's Allowance
- Maternity allowance
- Pension Credit
- Personal Independence Payment (Daily Living Component)
- State Pension
- Universal credit

Where any social security benefit payment has been reduced (other than a reduction because of voluntary unemployment, for example because of an earlier overpayment, the amount taken into account will be the gross amount of the benefit before reduction.

Capital includes property, bank and building society accounts, national savings certificate, bonds and shares. Where capital is jointly owned, only the services users share is taken into account.

Capital Limits (as Defined by the Care Act Statutory Guidance)

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

Tariff Income

Tariff income is charged where a person has savings at or below the upper capital limit but above the lower capital limit.

Level of Capital or Savings	How considered in the financial assessment
£0 - £14,250	Disregarded
£14,251 - £23,250	Tariff income is calculated at the rate of £1 for every complete £250 or part £250
£23,250 +	Full cost of care and support applies at or above this level of capital or savings

Trusts

Where funds are held in trust, the financial assessment will seek to determine whether income received, or capital held in trust should be included or disregarded. Copies of trust documents (e.g. Trust Deed, Will settlement etc) are required to be produced as part of the financial assessment process.

Appendix D – Household Expenses

Allowable housing costs (e.g. rent/mortgage/council tax) will only be allowed in the financial assessment where the person is liable to pay these costs. Where the person is not liable for these costs but contributes towards these through a private agreement or similar, then the person will be expected to meet this expenditure from their guaranteed income.

Single person with legal liability to pay

Expense	Amount Considered in Assessment	Evidence Required
Mortgage payments/Rent	Allow full amount less any Housing Benefit or Mortgage Interest Payments made	Bills/Bank Statements
Council Tax	Allow full amount less any Council Tax Support paid	Bills/Bank statements
Water Rates	To be paid from buffer	
Insurance	To be paid from buffer	
TV License	To be paid from buffer	
Community Alarm Systems	Actual cost unless included in Housing Benefit	Bills/Bank Statements
Telephone Line Rental		Maximum of £6.54 per week in line with BT standard line rental cost (February 2024)
Loans including hire purchase and catalogues	To be paid from buffer	

Non-Dependents and Couples

For the purposes of assessment, a couple is either:

- A legally married couple;
- Two individuals who effectively live together as a couple but who are not legally married;
- Civil partnership

Mortgage payments	Where legal liability to pay. In excess of any Income Support/Pension Credit Mortgage interest payments.	Cost should be divided between the couple as defined above
	For Non-dependent living in property (person)	No allowance made
Rent	Where legal liability to pay. In excess of any Housing Benefit in payment Cost should be divided between a 'couple' as defined above	Cost should be divided between a 'couple' as defined above
	For Non-dependent living in property (person)	Where there is no legal liability to pay, an allowance of £19.30 per week (in line with housing

		benefit rules) can be made if client indicates requirement to contribute
Ground Rent	In excess of any income support/pension credit payments	Cost should be divided between a 'couple' as defined above
	For Non-dependent living in property (person)	No allowance made
Service Charges	Where legal liability to pay. In excess of any income support/pension credit payments	Cost should be divided between a 'couple' as defined above
	For Non-dependent living in property (person)	No allowance made
Council Tax	Where legal liability to pay. In excess of any Council tax support	Cost should be divided between a 'couple' as defined above
	For Non-dependent living in property (person)	Where there is no legal liability to pay, an allowance of £5 per week (in line with Council tax benefit rules) can be made if client indicates requirement to contribute
Water Rates	To be paid from buffer	
Insurance	To be paid from buffer	
TV License	To be paid from buffer	
Community Alarm Systems	Actual cost unless included in Housing Benefit	Bills/Bank Statements
Telephone Line Rental		Cost should be divided between a 'couple' as defined above. Maximum of £6.54 per week in line with BT standard line rental cost (February 2024)
Loans including hire purchase and catalogues	To be paid from buffer	

Heating

An allowance should be made for excessive fuel costs incurred by a person. The government has identified typical annual fuel figures for six scenarios. Any fuel costs above these amounts should be allowed as an expense.

Property Type	Annual Rate	Weekly Rate
Single person in flat or terraced property *	£1618.21	£31.03
Couple in flat or terraced property *	£2134.97	£40.94
Single person in semi-detached property	£1718.74	£32.96
Couple in semi-detached property	£2269.01	£43.52
Single person in detached property	£2091.07	£40.10
Couple in detached property	£2756.49	£52.86

Where property type is unknown use *

Appendix E - Disability Related Expenditure

Disability Related Expenditure (DRE) is reasonable additional expenses that a person incurs because of their illness or disability and where the person has little or no choice other than to incur the expenditure to maintain independent living. The person's support plan should identify disabilities or medical conditions that indicate additional allowances should be given.

Disability related expenditure will only be taken into consideration if disability related benefits are in payment and applies to non-residential financial assessments.

Central Bedfordshire Councils assessment of DRE is based on the good practice guidance developed by the National Association of Financial Assessment Officers (NAFAO)

Disability related benefit will be taken into consideration from the date of the award.

Allowable disability related expenditure (DRE) will be for services deemed necessary as a result of disability, ill health or for health and safety reasons.

- If the person has DRE of less than £19, the amount up to £19 will be allowed without receipts.
- If the person is in receipt of high-rate DLA/AA or enhanced rate of PIP, the amount up to £36 will be allowed with receipts .
- If the person can provide supporting evidence and it is considered reasonable allow actual amounts in line with the policy. If DRE exceeds £40 per week, refer to support plan/service manager to consider reasonableness.

Disability Related Expense item	Basis of Disregard	Evidence Required	Maximum or standard allowable weekly rate
Care Alarm	Necessary housing cost if living in supported/sheltered housing. Cost if not included in Housing Benefit	Last two payments or invoices	Actual Cost
Privately purchased personal care (includes bathing, washing, feeding, helping to get dressed)	Actual cost if care manager confirms this is a requirement to meet the person's eligible needs and council's support is reduced accordingly. No disregard for payments made to any carer who is a close relative and/or if the carer is in receipt of Carer's Allowance or Carer's premium	Receipts or invoices covering at least four weeks Provider must be registered with CQC	Actual Cost up to a maximum of £23.47 total
Privately purchased domestic services	Actual cost if care manager confirms as a reasonable additional to the care plan and no one else in the household can carry out	Signed receipts or invoices covering at least 4 weeks	Actual cost up to a maximum of £22.88

	<p>tasks such as shopping, cleaning and ironing</p> <p>Maximum allowance is based on 2 hours of support per week at the National Living Wage (£11.44 per hour April 2024)</p>		
Hair washing	Actual cost paid for hair - washing and drying service where person is unable to wash own hair and hair wash is not part of the care package or any other DRE allowance. Actual average weekly costs up to £5 per week	Signed receipts or invoices covering at least 4 weeks	Actual cost up to £5 per week (ONS family spending survey 2021/22 has hairdressing costs as £3.60 per week)
Additional laundry costs	<p>Evidence of excess washing – additional washing machines, known continence problems, obsessive compulsive disorders.</p> <p>The numbers of extra loads over 4 per week per person in household.</p>	Care and support plan may identify a need. Reasonableness to be checked with Care Manager	Maximum of £5 per week
Gardening	<p>Actual cost if person unable to care for garden due to disability and no one else in household able to do gardening. Essential work only.</p> <p><i>The expense is presumed to occur over the growing seasons of 39 weeks (9 months) only but is averaged over the year. It is based on 1 hour a week at the National Living Wage of £11.44 an hour</i></p>	Signed receipts or invoices covering at least 4 weeks	Actual cost up to a maximum of £8.56
Clothing and Footwear	Evidence required for additional spend – large items such as special shoes/boots will be averaged out over year. We do not allow for personal preferences for more expensive items.	2 months receipts. Last receipt for large items – may be annual. Reference within the Care Plan to abnormal wear and tear of clothing	Allow expenditure above £14.40 per week (clothing) and £3.20 per week (footwear) due to additional

	Guide amount for weekly spend on clothing (£14.40 per week) & footwear (£3.20 per week) (based on ONS family survey 2021/22)		wear and tear related to disability
Dietary requirements	Discretionary as special dietary needs may not be more expensive than normal. Identify average spend per week and any additional costs due to disability rather than personal preference. Guide amount for weekly food bill = £56.50 per week – ONS	4 weeks receipts. We may seek permission to approach GP. Details of special purchases	Actual cost up to maximum of £8.14 per week
Wheelchair	The cost of maintaining a privately-owned wheelchair, including insurance. No allowance is made if the equipment is provided free e.g. by NHS or charity	Evidence of purchase. No allowance if equipment provided free of charge	£4.94 per week manual £12.00 per week powered
Essential Equipment purchased due to disability/condition to support independent living at home (if not supplied free of charge, through Adult Care or Health, and not supplied through a Disabled Facilities Grant) For example: stair lift, powered bed, turning bed, wheelchair, riser chair, specialist utensils, mobility equipment	The Lifespan for most items is considerable. The Council will take into account annual maintenance costs. Purchases will be looked at on an individual basis. The Council will take into account any contributions to purchase, e.g. grants, charitable payments. Items provided free of charge will not be considered. Items over 5 years old will not be taken into account.	Evidence of purchase (receipt, invoice) Date of purchase Cost of item	The cost of the item of items divided by 260. This figure is based on the treatment of capital under Income Support Regulations
Essential equipment maintenance/repair (if not maintained by adult care) For example, stair lift maintenance		Receipts from provider or entries on bank statements, or maintenance contract showing cost	Actual cost of maintaining specialist equipment

Specialist Holidays	To cover the additional costs of going on holiday due to disability, such as cost of providing additional care once per year.	Evidence of actual cost for comparison purposes.	Allow expenditure above £10.50 per week (ONS family Spending survey 2021/22)
Prescription Charges	If not eligible for free prescriptions, then the weekly equivalent of the cost of annual prepayment certificate, currently £111.60 for 2023/24 and will update in line with NHS prescription charges Note patients over 60 are exempt from these charges	Latest prescription information/prepayment card	£2.14 (2023/24 rate)
Transport	Discretionary based on costs that are greater than those incurred by a person without a disability. If mobility component awarded only cost above the mobility component should be allowed. Allowable expense is net of the cost of the same journey by the cheapest available public transport Transport to and from day centre should be treated as DRE and allowed if DLA mobility not in payment	4 weeks receipts.	Up to £11.74 allowed without proof. Payments above £11.74 per week must be evidenced with receipt/proof of payment
Other disability related expenditure	There is discretion to allow other items of disability related expenditure Confirmation required by Social Work Team manager	Proof, including receipts or any other evidence reasonable required.	Compare with the most recent ONS Family Spending report to evaluate that the costs incurred are higher than average

[Latest ONS family survey of household expenditure](#)

Receipts

It would not be reasonable to expect a person new to receiving services to have kept every receipt for items purchased; however, certain receipts and supporting evidence may be required. Where receipts have not been kept, this should be done for future expenditure. Receipts will be required for services, for example, laundry services, gardening, cleaning and domestic services.

Any monies paid to family and friends for providing additional personal assistance will not be allowed in the financial assessment unless this forms part of the assessed needs in the support plan and is not funded via a direct payment and the carer is not in receipt of Carers Allowance. If there is a duplication of care being provided privately and by the Council, then no DRE will be given for that particular service item.