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1. Introduction

- 1.1 Torbay Council (the Council) as the local authority through Torbay and South Devon NHS Foundation Trust (The Trust) as its agent currently delivers adult care and support services to the community in Torbay.
- 1.2 The Trust's 'Charging Policy' 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 clients that receive care and support services, following an assessment of their individual needs, and their individual financial circumstances.
- 1.3 For the purposes of this policy, an adult is a client aged 18 and above.
- 1.4 The policy will be continually reviewed and amended in line with the latest guidance and advice.

2. Legal basis for charging and financial assessment

- 2.1 The Care Act 2014 provides a single legal framework for charging for care and support. It enables local authorities to decide whether or not to charge a client when it is arranging to meet a client's care and support needs, or a carer's support needs.
- 2.2 Section 14 of The Care Act 2014 provides local authorities with the power to charge adults in receipt of care and support services, where the local authority is permitted to charge for the service being provided. Previously The Trust had a duty to charge for services provided in permanent care home setting whereas now it only has a Power (the guidance allows The Trust to charge) to charge. The Trust, however, will continue to charge for care and support services in both a care home setting and other settings.
- 2.3 Section 14 of The Care Act 2014 also provides local authorities with the power to charge for services meeting carer's needs
- 2.4 Section 14 of The Care Act 2014 instructs that local authorities are not permitted to charge for provision of the following types of care and support:
 - Community equipment (aids and minor adaptations): a service which consists of the provision of an aid, or minor adaptation to property, for the purposes of assisting with nursing at home or aiding daily living. An adaptation is minor if the cost of making the adaptation is £1,000 or less;
 - Intermediate care (including re-ablement support) services for **up to 6 weeks**;
 - Care and support provided to people with Creutzfeldt-Jacob Disease;
 - After-care services/support provided under section 117 of the Mental Health Act 1983;
 - Any service or part of service which the NHS is under duty to provide. This includes Continuing Healthcare and the NHS contribution to Registered Nursing Care;
 - Services with the local authorities have a duty to provide through other legislation;

- Assessment of needs and care planning, including the cost of the financial assessment, as these constitute 'meeting needs'.

2.5 Section 17 of The Care Act 2014 permits local authorities to undertake an assessment of financial resources. The financial assessment will determine the level of a client's financial resource, and the amount (if any) which the client may be required to pay towards the cost of meeting their needs through care and support services.

2.6 The Trust will refer to Care and Support Regulations (Statutory Instruments) and Care and Support Statutory Guidance and Annexes issued under The Care Act 2014, in all regards for specific guidance relating to charging and financial assessment, and as such, these statutory regulations form the basis of this policy, except where the Trust exercises its power of discretion as set out within the regulations.

3. Equality and Diversity

3.1 The Trust is committed to ensuring that no one is treated in any way less favourably on the grounds of personal differences such as age, race, ethnicity, mobility of lifestyle, religion, marital status, gender, sexual orientation, physical or mental impairment, caring responsibilities and political or other personal beliefs.

4. Policy objectives

4.1 The principles underpinning this policy are:

- Where the authority is required to arrange care and support for free, it does so;
- That financial support towards care costs will be determined through financial assessment;
- To provide clear and transparent information so clients know what they will be charged;
- To apply the rules consistently and to avoid variation in the way people are assessed and charged;
- To ensure that the charge to the client for services being provided is no greater than that for which the Trust is charged by the provider
- To encourage and enable those who wish to stay in or take up employment, education or training. The Trust will help plan for the future costs of helping the client to do so"
- To ensure that where a client lacks capacity to undertake a financial assessment the Trust will consult a suitable person defined as having Enduring Power of Attorney (EPA), Lasting Power of Attorney (LPA) for Property and Affairs, Lasting Power of Attorney (LPA) for Health and Welfare, Property and Affairs Deputyship under the Court of Protection. Evidence will need to be seen of such legal authority to act.

5. Principles

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- 5.1 Client's requiring care and support must initially satisfy an eligibility assessment and only where a client has an eligible need will a financial assessment be required.
 - 5.2 All clients requiring care and support must have a financial assessment. Clients' financial circumstances will determine whether the client is eligible for support towards care costs from the Trust.
 - 5.3 The purpose of the financial assessment is to ensure that the level of financial contribution calculated is within clients' means and leaves the client in receipt of the guaranteed minimum level of income set by the Government.
 - 5.4 The Trust will ensure clients are able to maximise their benefit entitlement and assist in the completion of benefit forms where necessary.

6. Financial Assessment

- 6.1 If the Trust has chosen to charge a client for a service it is arranging it will undertake a financial assessment in order to ensure that clients are not charged more than it is reasonably practicable for them to pay. Once complete, a written record will be provided
- 6.2 It is the responsibility of the client to advise the Trust of any changes to their financial position
- 6.3 In some circumstances the Trust may choose to treat a person as if a financial assessment had been carried out. In order to do so, the Trust must be satisfied on the basis of evidence provided by the person that they can afford, and will continue to be able to afford, any charges due. This is known as a "light-touch" financial assessment. The client has the right at any time to request a full financial assessment.
- 6.4 The Trust will consider a light touch assessment if;
 - The client has significant financial resources, and does not wish to undergo a full financial assessment for personal reasons, but wishes nonetheless to access local authority support in meeting their needs
 - The Trust charges a small or nominal amount for a particular service which the client is clearly able to meet
 - When a client is in receipt of benefits which demonstrate that they would not be able to contribute towards their care and support costs.
- 6.4 If there is difficulty in contacting the client or representative the Financial Assessment and Benefits team (FAB) will send a letter requesting contact within a two-week period. Should there be no response in this time or if the client refuses to engage in the assessment process The Trust will assess the client using a light touch assessment and as such the client will be liable for the full cost of the service. These charges will be applied from the start of the service.

7. Care and support in a person's own home (including supported living)

- 7.1 The Trust will charge for care and support delivered in a person's own home.
- 7.2 Where a client has an eligible care and support need, the Trust will calculate how much the personal budget might be, using its Resource Allocation System (RAS). Once the indicative budget is known, the care and support planning process, taking into account the clients desired outcomes, will determine the agreed budget.
- 7.3 Clients are likely to choose varied forms of care and support to meet their specific outcomes, as defined in their care and support plan. Where a client has capital in excess of the higher capital limit (or requests a light touch assessment) and is therefore required to pay the full cost of their care and support, they are still entitled to request services to be arranged by the Trust. The Trust will charge a fee for arranging and administering personal accounts for all clients that are able to pay the full cost of their care and support. The fee is set out in Appendix A.
- 7.4 Clients will have the option to take a personal budget as Trust commissioned services or as a direct payment or a combination of both. Clients that take their personal budget as a direct payment may purchase alternative types of care to meet their care and support needs as defined in Sections 31 to 33 of The Care Act 2014.
- 7.5 The Trust has a specific 'Direct Payments' policy that sets out the criteria for care and support being managed through Direct Payments.
- 7.6 The Trust will undertake a financial assessment to determine the amount a client can contribute towards their care and support costs. The Trust will undertake a financial assessment based, as a minimum, on income, capital, housing costs and disability related expenditure (DRE). Reasonable evidence will be required to substantiate fully a client's financial circumstances. See Appendix A for details
- 7.7 The Trust will ensure that clients retain at least the 'Minimum Income Guarantee'. This retained income level is designed to promote independence and social inclusion and is intended to cover basic needs such as purchasing food, after housing costs have been taken into consideration. Direct housing costs will only be considered where the client is liable for such costs, i.e. holds the tenancy agreement or is party to the mortgage. The 'Minimum Income Guarantee' is set out in the Care and Support (Charging and Assessment of Resources) Regulation 2014. . These rates are detailed by the Department of Health in their Local Authority Circulars which are usually published in April each year. These circulars can be found at <https://www.gov.uk/government/collections/local-authority-circulars> . The Trust reserves the right to have a more generous income guarantee. See Appendix A
- 7.8 The financial assessment will refer to Statutory Guidance for all disregards in respect of income and capital when making a determination of the client's financial resources.

- 7.9 Following conclusion of the financial assessment, the client will be informed of the amount they must contribute towards their care and support costs. Clients will not be charged more than the amount determined by the financial assessment or the cost of their eligible care needs whichever is the lower. Contributions are payable from the date care commences. Clients that require services to be arranged by the Trust will be invoiced on a four-weekly basis in arrears for their care costs. Clients receiving their care and support costs through direct payment will receive 'net' payments (direct payment less assessed contributions) in advance, to which they must then make arrangements pay their contribution. In certain circumstances the direct payment will be paid gross and this will be discussed with you by the finance team.
- 7.10 All financial assessments will be reviewed with the client or their financial representative on an annual basis, or if there has been a significant change in the client's financial situation (e.g. change of address) and changes applied from the date of the re-assessment. If the client has failed to advise the Trust of changes to their financial circumstances any increased charge may be applied from the date of the change. The review will be conducted either over the phone, by post or up rated in line with changes in benefit rates. The Trust will have discretion to visit clients where appropriate. The client may also request a review at any time should they feel there has been a change in circumstances.
- 7.11 It is the responsibility of the client or their representative to let the Trust know if the care does not take place for any reason and their account will then be adjusted where appropriate.

8. Care and support in care homes on a temporary basis

- 8.1 The Trust will charge for care and support delivered in a care home on a temporary basis, except in an emergency situation where the first 48 hours will not incur a charge
- 8.2 Following an assessment of a client's eligible care and support needs, a decision may be taken that the client would benefit from a temporary stay in a care home. A temporary resident is defined as a person whose need to stay in a care home is intended to last for a limited period of time and where there is a plan to return home. The person's stay should be unlikely to exceed 52 weeks, or in exceptional circumstances, unlikely to substantially exceed 52 weeks. This will also apply to short stays in settings where board and lodgings are paid for within the Trust contract.
- 8.3 Where a person's stay is intended to be permanent, but circumstances change, and the stay becomes temporary, then the Trust will assess and charge as a temporary stay.
- 8.4 Clients that have a temporary stay that becomes permanent will be assessed for a permanent stay at the date permanency is confirmed and the care plan is amended.
- 8.5 The financial assessment for temporary stays will completely disregard the client's main or only home where the client intends to return to that home.
- 8.6 The financial assessment will treat income and capital in the same way as if the client was entering a care home on a permanent basis with the following exceptions:

- Where the client is in receipt of Disability Living Allowance, Personal Independence Payment (PIP) and Attendance Allowance, these are completely disregarded from the financial assessment.
 - Where the client receives Severe Disability Premium or Enhanced Disability Premium, these benefits will cease when Disability Living Allowance, PIP or Attendance Allowance ceases. This is normally after a client has had a stay of 28 days or more. However, any hospital stays will be added to this 28-day period and the Disability Benefits Unit should be advised of any stay in a Care Home or hospital.
 - The financial assessment will be adjusted where the temporary stay extends into this period.
- 8.7 The Trust will ensure that where a spouse or partner resides in the same residence as the client, that the spouse/partner will have an income of at least the basic level of income support or pension credit, to which they would be entitled to in their own right over and above any benefits received and any other reasonable expenses
- 8.8 Payments the client will continue to pay to keep and maintain their home, such as rent, mortgage payments, water rates and insurance premiums will also be disregarded.
- 8.9 Following conclusion of the financial assessment, the client will be informed of the amount they must contribute towards their care and support costs (including any amount a 3rd party has agreed to pay towards the stay). Contributions are payable from the date care commences, i.e. date of admission. Clients that require services to be arranged by the Trust will be invoiced on a four-weekly basis in arrears for their care costs and this invoice will include the contribution required by the client plus any 3rd party payment.
- 8.10 Short stay placements will need to be reassessed each financial year.

9. Care and support in care homes on a permanent basis

- 9.1 The Trust will charge for care and support delivered in a care home on a permanent basis.
- 9.2 Clients will be made aware at the outset of the maximum amount of funding the Trust makes available towards care and support provided by private sector care homes. This is known as 'The Local Authority Rate'. This rate is inclusive of any assessed client contribution, and in the case of nursing care, includes the free nursing care element (FNC) paid by the NHS (Appendix A)
- 9.3 Clients that would like to live in accommodation that costs more than The Local Authority Rate can do so providing the client or a third party meets the additional cost. This additional cost (known as a 'top-up') must be sustainable and the Trust has the right to refuse a client or third party using their assets for this purpose, if the costs cannot be met over a sustained length of time. (See also Third-Party Policy)
- 9.4 Where a client is eligible to receive local authority funding support, but decides to reside in another local authority area, The Trust will match the local authority rate for the area where the client decides to live.
- 9.5 Clients that own a property, over which security can be taken, may be eligible to defer care costs against the value of the property. This is known as a Deferred Payment Agreement. The Trust will enter into deferred payment agreements providing eligibility

- criteria have been met. Interest will be compounded on a daily rate on the outstanding amount and administration charges will apply. Details of deferred payment agreements can be found within the Trust's Deferred Payment Policy.
- 9.6 The financial assessment will take into account statutory amounts required to be retained by the client from their income known as 'Personal Expenditure Allowance' (PEA) and for clients who have a deferred payment agreement 'Disposable Income Allowance' (DIA). These amounts are dependent upon the clients' financial circumstances, and are set by the Department of Health.
- 9.7 Following conclusion of the financial assessment, the client will be informed of the amount they must contribute towards their care and support costs (including any amount a 3rd party has agreed to pay towards the stay). Contributions are payable from the date care commences, i.e. date of admission. Clients will be invoiced on a four-weekly basis in arrears for their care costs, this invoice will include the contribution required by the client plus any 3rd party payment (for a deferred payment agreement this could be paid by the client).
For deferred payment clients the four weekly invoice will be in two parts; part one advising the current amount to be paid and part 2 confirming the fees, interest charges and the total amount currently deferred.
- 9.8 Charges will be reviewed each April in line with information provided annually by the department of Health.

10. Support for Carers

- 10.1 The Care Act 2014 provides councils with the power to charge for support for Carers, where they have an eligible support need in their own right, providing the adult they care for also meets the eligibility criteria for care and support.
- 10.2 Carers support is support provided directly to the Carer not support provided directly to the adult being cared for. For example, sitting services and short breaks are provided to the cared for person, and are chargeable as such, although their provision will benefit the Carer.
- 10.3 Currently the Trust has decided not to charge for support to carers, however if the Trust changes its policy the financial assessment will follow the same calculation methodology as those receiving care and support outside of a care home. This may be a light-touch financial assessment, however the carer can request a full financial assessment if they so wish.
- 10.4 The decision not charge to will be kept under review at all times and appropriate notice of a change in policy will be given

11. Financial Assessment Considerations

- 11.1 Deprivation of income and/or assets is the disposal of income and capital (property and investments) in order to avoid or reduce care charges. Disposal can take the form of transfer of ownership or conversion into a disregarded form. In all cases, it is up to the client to prove to the Trust that they no longer possess an income or an asset. The Trust will determine whether to conduct an investigation into whether deprivation of income or assets has occurred. Where such an investigation is conducted it will be conducted under guidance contained within the Regulation of Investigatory Powers Act 2000. Following the investigation, where the Trust decides that a client has deliberately deprived

- themselves of an asset or income in order to reduce a charge for care and support, the Trust will charge the client as though they still owned the asset or income. This is in accordance with Section 70 (transfer of assets to avoid charges) of the Care Act 2014.
- 11.2 There will be cases where the client's main or only home may be disregarded on a discretionary basis as per the Care Act guidelines. In order to exercise the Trust's discretion on a case by case basis a decision-making panel may be formed comprising representation from the Council, finance officer from the Trust, General Manager (or Deputy) from the Trust, the client's Keyworker, and representation from the Financial Assessments and Benefits Service.
 - 11.3 Property other than the client's main or only home will be included within the financial assessment as a capital asset. The only exception to this rule is where the client is taking steps to occupy premises as their home. In this case the asset value will be disregarded normally for a maximum of 26 weeks.
 - 11.4 The Care Act 2014 requires that financial assessments are completed for clients as individuals. Where capital is held, and income is received on a joint basis, then it is assumed that each person is entitled to 50% of that income. A couple is defined (for administration of their financial affairs) as two people living together as spouses or partners. Where appropriate the Trust will assess as a couple if the outcome of the financial assessment is more beneficial to the client.
 - 11.5 The Trust will not undertake a financial assessment for clients in Adult Placement Schemes, due to the nature of the scheme. Clients will be advised of the amount they will need to pay by the Adult Placement scheme provider.
 - 11.6 Allowable housing costs (e.g. rent/mortgage/council tax) will only be allowed in the financial assessment where the client is liable to pay these costs. Where the client is not liable for these costs but contributes towards these through a private board agreement or similar, then the client will be expected to meet this expenditure from their guaranteed income.
 - 11.7 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.
 - 11.8 Where the client receiving care and support has capital at or below the higher capital limit, but more than the lower capital limit, they will be charged £1 per week for every £250 in capital between the two amounts. This is called "tariff income". For example, if a person has £4,000 above the lower capital limit, they are charged a tariff income of £16 per week. (See Appendix A)
 - 11.9 Where a client is residing in a care home and the deferred payments policy does not apply, the Trust would not normally continue to contract if the client has assets in excess of £23,250 (in line with the Care Act Guidance). However, in order to exercise the Trust's discretion on a case by case basis a decision-making panel may be formed comprising representation from the Council, finance officer from the Trust, General Manager (or Deputy) from the Trust, the client's Keyworker, and representation from the Financial Assessments and Benefits Service. This panel will consider if it is reasonable to continue to contract.

12. Recovery of Debt

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- 12.1 The Care Act 2014 consolidates the Trust's powers to recover money owed for arranging care and support for a client. These powers can be exercised where a client refuses to pay the amount they have been assessed as being able to pay, or have been asked to pay (where the cost of care and support is less than their assessed contribution).
 - 12.2 The powers granted to the Trust for the recovery of debt also extends to the client or their representative, where they have misrepresented or have failed to disclose (whether fraudulently or otherwise), information relevant to the financial assessment of what they can afford to pay.
 - 12.3 The Trust will approach the recovery of debt reasonably and sensitively and will only take Court action as a last resort.
 - 12.4 The initial stage of debt recovery will involve discussing the debt with the client or their representative. Key Workers 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 client to enter into affordable repayments of the debt as well as being able to pay ongoing costs as they arise.
 - 12.5 The Trust will give regard to the level of debt and the cost of recovery and will not proceed with recovery action where the cost of recovery would be disproportionate.
 - 12.6 The Trust will only proceed with Court action where all alternatives have been exhausted. At this stage the Trust will proceed with action through the County Court.
 - 12.7 All debt recovery actions must have started within 6 years of the debt having been incurred

Schedule A – Summary of Publications

- i. The following publications have been referred to in the compilation of this policy
 - The Care Act 2014 Regulations Part 1 The Care Act 2014 Care and Support Statutory Guidance
 - Mental Health Act 1983
 - The Local Authority Social Services and NHS Complaints Regulations 2009

Appendix A

FEES, RATES and CHARGES

Clients who have capital in excess of the higher capital limit are required to pay the full cost of their care and support. However, for people who have non-residential services the client is still entitled to request services are arranged for them by the Trust. The Trust will charge a fee for arranging and administering these personal accounts.

Admin Charges

From 01 April 2020/31 March 2021	The Trust will not charge
01 April 2021	To be announced

INITIAL CARE HOME FEE STRUCTURE 2020/2021

Residential Care	Standard £617.00 per week	Standard Plus £650.00 per week
Nursing Care	Standard £604 + £183.92 RNCC = £787.92 per week	Standard Plus £639.00 + £183.92 RNCC = £822.92 per week
Continuing Care	Standard £816.79	Complex Needs £880.65

MINIMUM INCOME GUARANTEE (MIG), CAPITAL THRESHOLDS AND TARIFF INCOME

INCOME / DISREGARDS

Mandatory minimum income disregards for non -residential care and support are published in the Care and Support (Charging and Assessment of Resources) Regulations 2014.

These replace the Fairer Charging Allowance

Single Adults

Allowance	18 – 24	25 – Pension Age	Pension Age	Lone Parent
Not entitled to any premium	£72.40	£91.40	£189.00	£91.40
Entitled to CP	£115.65	£134.65	£232.25	£134.65
Entitled to DP	£112.75	£131.75	N/A	£131.75
Entitled to DP + CP	£156.00	£175.00	N/A	£175.00
Entitled to DP + EDP	£132.45	£151.45	N/A	£151.45
Entitled to DP + EDP + CP	£175.70	£194.70	N/A	£194.70

The Trust will be using the 25-Pension Age disregard

CP- Carers Premium, DP – Disability Premium, EDP – Enhanced

Couples

Allowance	Single Under Pension Age	Couple Under Pension Age	Single Over Pension Age	Couple Over Pension Age
Not entitled to any premium	£71.80	£143.60	£144.30	£288.60
Entitled to CP	£115.05	£186.85	£187.55	£331.85
Entitled to CP x 2	£158.30	£230.10	£189.50	£375.10
Entitled to DP	£100.55	£201.05	N/A	N/A
Entitled to DP + CP	£143.80	£244.30	N/A	N/A
Entitled to DP + EDP	£114.70	£229.30	N/A	N/A
Entitled to DP + EDP + CP	£157.95	£272.55	N/A	N/A

The Trust, where more beneficial to the client, will assess a client as part of a couple and use the couples benefits rates as the MIG

OTHER BENEFIT INFORMATION

Attendance Allowance	-	High £89.15	Lower £59.70	
DLA Care	-	High £89.15	Middle £59.70	Lower £23.60
PiP (Daily Living Costs)	-	Enhanced £89.15	Standard £59.70	

If on higher rate AA/DLA Care: disregard difference between higher and lower rate £29.45, unless in receipt of both day and night care. The high rate of PIP is included in full.

DLA or PiP Mobility Components - Disregard fully

War Disability - Disregard fully

War Widows Pension (WWP) - Disregard Supplementary Pension plus £10.00 per week

AA- Attendance Allowance, DLA – Disability Living Allowance, PIP – Personal Independence Allowance

For residential care the following amounts are disregarded

Personal Expenses Allowance (PEA) £24.90

Disposable Income Allowance (DIA) £144.00 Deferred Payment Agreements only

Savings Credit Disregards – maximum of £5.75 (single) £8.60 (Couple)

Capital/assets 2020/2021

Care and support in a permanent Care Home setting

£23,250 Upper threshold including capital and other assets including the value of any property (the clients main or only home is disregarded for the first 12 weeks of a permanent stay arranged by The Trust)

Care and support in all other settings

£23,250 Upper threshold including capital and other assets excluding the client's main or only home.

Capital below £14,250 is fully disregarded.

Tariff Income of: £1 per week for every £250 (or part of £250) above £14,250 and up to £23,250 (if the upper capital limit is applied). For example, capital of £18,000 will have a tariff income of £15.00 per week.

Housing Costs

Mortgage payments/Rent allow full amount less any Housing Benefit Paid. Direct Housing costs will only be considered where the client is liable for such costs i.e. holds the tenancy agreement or is party to the mortgage.

Council Tax - full amount less any Local Council Tax reduction applied.

Other expenses such as ground rent, service charges, water rates or insurance premiums and any other costs as detailed in the statutory guidance

Appendix B

DISABILITY RELATED EXPENDITURE

HEATING ALLOWANCES

Annual inflationary update based on the Retail Price Index (RPI) Fuel index at November 2019. At this date fuel prices had decreased by 2.2% in the last 12 months.

The figures are obtained from www.statistics.gov.uk from the download "consumer price inflation detailed reference tables. The figures are found in Table 41 detailed reference tables - % change over 12 months.

Figures for 2020/21	Standard	N East / E Midlands	N West / W Midlands
Single person - Flat/Terrace	£1,282.16	£1,389.85	£1,552.50
Couple – Flat/Terrace	£1,691.60	£1,831.81	£2,046.07
Single person – Semi Detached	£1,361.81	£1,476.22	£1,648.98
Couples – Semi Detached	£1,794.81	£1,943.99	£2,171.72
Single – Detached	£1,656.83	£1,794.81	£2,007.93
Couples – Detached	£2,184.05	£2,365.77	£2,643.97

Figures for 2019/20	Standard	N East / E Midlands	N West / W Midlands
Single person - Flat/Terrace	£1,311.00	£1,421.11	£1,587.42
Couple – Flat/Terrace	£1,729.65	£1,873.02	£2,092.10
Single person – Semi Detached	£1,392.44	£1,509.43	£1,686.07
Couples – Semi Detached	£1,835.18	£1,987.72	£2,220.57
Single – Detached	£1,694.10	£1,835.18	£2,053.10
Couples – Detached	£2,233.18	£2,418.99	£2,703.45

COSTS OF DISABILITY

Where the cost of purchasing services/goods is higher due to a disability the assessment can consider these increased costs and will ask for reasonable evidence to confirm the expenditure. This can be in the form of receipts or details from the care plans. The following guidelines are not an exclusive list.

Community Alarm System

Actual cost unless this is included within Housing Benefit or any supporting people grant. Receipts will be required.

Costs of privately arranged care or services

If there is a need of respite care services, but instead a private holiday with a carer is taken, the costs involved for the carer may be allowed and attributed over 52 weeks.

Laundry costs or specialist washing powders

Excess laundry costs may be incurred as a result of incontinence or a problem with personal hygiene. Alternatively there may be no washing machine in the household and using a launderette is impossible because of illness or disability, therefore causing high commercial laundry costs. Specialist washing powders may be more expensive than supermarket products.

Receipts should be kept for these laundry costs for consideration by the FAB officer

Please be aware of the reasonableness of laundry costs. Extra expenses will not be considered for the entire family washing; it is purely based on the needs of the individual with the illness or disability.

Locally we have averaged the charges involved and if applicable, a maximum allowance of £5.00 per week can be allowed we work this out at 50p per wash over and above 4 washes a week, providing supporting evidence of need is supplied.

Additional costs of special dietary needs

Specialist dietary needs should be allowed where they are likely to maintain or improve health e.g. diabetic products. Not all specialist dietary food would be more expensive than the average food shopping and many items may be provided free of charge by prescription. A lifestyle choice to buy more extravagant food will not be treated as an allowable disability related expense although flexibility is incorporated to allow for cultural differences.

Vitamin supplements taken for health reasons may be considered if receipts are seen and verified. These should cover health needs of the service user and not reflect the total

household requirements. Confirmation from a Health Care Practitioner will be required before consideration for the expenditure can be given.

Special clothing or footwear

This includes specialised clothing or footwear, which is often expensive if unavailable for purchase in local stores or excessive wear and tear due to physical disabilities or mental health problems, where clothing may be torn or ripped regularly. Receipts should be kept for the financial assessment. As with other expenditure allowance cannot be made for fashion requirements or lifestyle choices.

Additional costs of bedding

This will include the frequent replacement of bedding and to a lesser degree, beds. This could be due to incontinence or problems as detailed above (in special clothing and footwear). It would be reasonable to allow for actual expenditure but it must be evidenced. The cost of replacement bedding must be reasonable, bearing in mind most bedding will last several years, it is more likely to be an expense for a person who rips or tears their bedding. When considering the replacement of a bed, account is taken of the expectation that some form of protection would be used to prolong the life of the mattress in cases where incontinence is a problem.

Reasonable cost of basic garden maintenance

Reasonable cost has to take into account the capacity of the client, the circumstances and health of any other people in the household, the availability of voluntary help and the size and nature of the garden. Consideration needs to be given to the needs of carers or other household members in considering how reasonable it is to expect them to meet a greater demand than normal.

Locally we allow reasonable costs only at an average calculated at £5.00 per week maximum. This is to ensure those living in a modest home have equality with people living in larger accommodation.

Reasonable cost of cleaning or domestic help

Reasonable cost has to take into account the capacity of the service user, the circumstances and health of any other people in the household and the availability of voluntary help. The cost of private cleaning services is considered where they are not provided through the Trust and there is no-one else in the household who could reasonably be expected to cope or carry them out. Full details of the services provided and paid for, must be shown on the Private Care Schedule PC1 which the FAB visiting officer will help you complete at the visit.

Receipts will be requested for care that is purchased privately. Only the cost of reasonable services may be considered, even where a member of the family or a friend is employed.

Window cleaning

This may be considered if carried out every 4 to 6 weeks for the property in which the client lives and it is unlikely they could manage the cleaning themselves.

Purchase, maintenance or repair of disability related equipment

Costs incurred include the purchase of disability related equipment still being paid for (for example loan repayments). Other costs include maintenance agreements or insurance policies. All these charges should be attributed over a reasonable period and divided by the number of weeks within that period. Disability related equipment could include stair lifts, electric scooters or buggies, electric wheelchairs or even the purchase of adapted computers or specialised computer software for disabled clients.

Personal assistance costs

This could include having to pay for meals or transport costs for personal assistants or carers where they are not covered by Direct Payments or other means.

This may also cover expenses and costs for an enabler to accompany clients to social events, but it does not include the cost for the client who will be expected to budget from the personal allowance disregards.

Transport costs

Transport costs may be incurred as a consequence of a disability. Disability Living Allowance Mobility Component/PIP Mobility Component will be offset against costs, where it is in payment and there will be regard to cheaper alternatives alongside the ability to use them. For example taxi costs to go shopping where no cheaper alternative is available or transport costs to maintain social contact where they are greater than those incurred by an able-bodied person. Costs can also be averaged where the need is occasional (for example visits to GP's or the dentist).

FAB will consider the reasonableness of the expenses being claimed especially where someone is giving money to relatives or friends to run errands.

Chiropody

This would be allowable where the free chiropody clinic is inaccessible as the client is not eligible for free NHS care. This is usually a 6 weekly expense therefore cost should be attributed accordingly.

Alternative therapies

Where an alternative sources of relief or treatment is undertaken which is not funded by the NHS, reasonable costs may be considered and we will refer to the clients Keyworker for advice. Receipts for any of these treatments will be required during the financial assessment.

Hairdressing

This should be considered for washing only where it is a need due to illness or disability but is not a service provided by The Trust. This will not cover perms etc.

Incontinence aids

This will only include expenditure for aides purchased over and above those provided free of charge by the NHS. Any additional costs for pads and pants must be reasonable.

Telephone rental

Allowance for emergency use only. This relates to both landlines and mobiles each of which may be considered if it relates directly to health and safety.

The actual cost of the line rental only on landlines will be considered in accordance with the telephone bill.

Mobile phones allowed at £1.00 week only if used solely for emergency purposes. The Trust cannot cover the costs of calls other than in emergencies.

Any other reasonable costs

Any reasonable cost incurred that is not covered by the categories named above taking into account unforeseen individual circumstances.

Where there are exceptional circumstances for allowing additional expenditure on a short-term basis, this must be brought to the attention of the FAB managers for consideration. For example, short term pet care following an accident or emergency.

Expenditure which may be a lifestyle choice

The Trust operates under policies of equality and non-discrimination, which it also applies to its non-residential charging policy. It is important to distinguish between expenditure, which is essential to maintain health and safety and that which is based on lifestyle choices.

Some examples are:

Sky television packages, which may be desirable but they are not essential

Service Agreements on utilities. This could be budgeted for from the disregarded personal allowances.

Property maintenance and decorating costs: This would be considered as money to be set aside from the weekly personal disregard.

Changes to your weekly expenditure

Should you use any of your newly awarded Personal Budget for expenditure which has been classed as DRE your financial assessment will need to be amended to reflect this.

Appendix C

REVIEWS AND COMPLAINTS

- A client may wish to make a complaint about any aspect of the financial assessment or how a local authority has chosen to charge.
- i. The first stage is to ensure that the assessment has been conducted and calculated correctly. Requests for a financial reassessment should be direct to: the FAB Service Manager on 01803 219700.
 - ii. An officer, independent of the disputed assessment will reassess the information provided by the client at the time of assessment. Any information omitted from the initial assessment will be considered upon submission; however the council is under no obligation to backdate the outcome to the date of the original assessment. The only exception to this is where benefit income has stopped without the prior knowledge of the client.
 - iii. Where the assessment is correct, complaints about the level of charge are subject to the Care and Support Complaints Procedure as set out in The Local Authority Social Services and NHS Complaints Regulations 2009.

If you are not happy with any of the care services you get from Torbay and South Devon NHS Foundation Trust, a complaints procedure is available so that your worries can be talked through and worked out independently. Please contact our feedback and engagement team on 01803 217397 or write to them at:-

Feedback and Engagement Team
Torbay and South Devon NHS Foundation Trust
Bay House
Nicolson Road
Torquay
TQ2 7TD

Appendix D		Private Carers Proforma	
Client Name:		PARIS ID:	
Address:			
Carers Name:			
Carers Address:			
Carers telephone number:			
Does your carer receive Carers Allowance?	Yes/No		
Does your carer work elsewhere?	Yes/No		
What does your carer do for you?			
How many hours does your carer spend with you each week?			
How much do you pay your carer each week?			
What care and support does the Trust provide?			
Any other information you wish to tell us			

I understand I need to provide receipts for the care and support services I purchase privately. I also understand that the above expenses cannot be taken into consideration until I provide this supporting information. I also confirm I have informed my care and support service provider of the requirement to notify HMRC of the payment I make to them as this may be subject to income tax regulations.

Signed:	Date:
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Document Control Information

This is a controlled document and should not be altered in any way without the express permission of the author or their representative.

Please note this document is only valid from the date approved below, and checks should be made that it is the most up to date version available.

If printed, this document is only valid for the day of printing.

This guidance has been registered with the Trust. The interpretation and application of guidance will remain the responsibility of the individual clinician. If in doubt contact a senior colleague or expert. Caution is advised when using clinical guidance after the review date, or outside of the Trust.

Ref No:	2667		
Document title:	Charging Policy for Adult Care and Support Services		
Purpose of document:			
Date of issue:	26 March 2021	Next review date:	26 March 2024
Version:	1	Last review date:	
Author:	Community Services Manager		
Directorate:	Adult Social Care Professional Practice		
Equality Impact:	The guidance contained in this document is intended to be inclusive for all patients within the clinical group specified, regardless of age, disability, gender, gender identity, sexual orientation, race and ethnicity & religion or belief		
Committee(s) approving the document:	Care and Clinical Policies Group		
Date approved:	30 September 2020		
Links or overlaps with other policies:			

Have you identified any issues on the Rapid (E)quality Impact Assessment. If so please detail on Rapid (E)QIA form.	Yes <input type="checkbox"/>	
	Please select Yes No	
Does this document have implications regarding the Care Act? <i>If yes please state:</i>	<input type="checkbox"/>	<input type="checkbox"/>
Does this document have training implications? <i>If yes please state:</i>	<input type="checkbox"/>	<input type="checkbox"/>
Does this document have financial implications? <i>If yes please state:</i>	<input type="checkbox"/>	<input type="checkbox"/>
Is this document a direct replacement for another?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<i>If yes please state which documents are being replaced:</i>		

Document Amendment History

Date	Version no.	Amendment summary	Ratified by:
26 March 2021	1	New	Care and Clinical Policies Group

The Mental Capacity Act 2005

The Mental Capacity Act provides a statutory framework for people who lack capacity to make decisions for themselves, or who have capacity and want to make preparations for a time when they lack capacity in the future. It sets out who can take decisions, in which situations, and how they should go about this. It covers a wide range of decision making from health and welfare decisions to finance and property decisions

Enshrined in the Mental Capacity Act is the principle that people must be assumed to have capacity unless it is established that they do not. This is an important aspect of law that all health and social care practitioners must implement when proposing to undertake any act in connection with care and treatment that requires consent. In circumstances where there is an element of doubt about a person's ability to make a decision due to 'an impairment of or disturbance in the functioning of the mind or brain' the practitioner must implement the Mental Capacity Act.

The legal framework provided by the Mental Capacity Act 2005 is supported by a Code of Practice, which provides guidance and information about how the Act works in practice. The Code of Practice has statutory force which means that health and social care practitioners have a legal duty to have regard to it when working with or caring for adults who may lack capacity to make decisions for themselves.

“The Act is intended to assist and support people who may lack capacity and to discourage anyone who is involved in caring for someone who lacks capacity from being overly restrictive or controlling. It aims to balance an individual's right to make decisions for themselves with their right to be protected from harm if they lack the capacity to make decisions to protect themselves”. (3)

All Trust workers can access the Code of Practice, Mental Capacity Act 2005 Policy, Mental Capacity Act 2005 Practice Guidance, information booklets and all assessment, checklists and Independent Mental Capacity Advocate referral forms on ICON.

<https://icon.torbayandsouthdevon.nhs.uk/areas/mental-capacity-act/Pages/default.aspx>

Infection Control

All staff will have access to Infection Control Policies and comply with the standards within them in the work place. All staff will attend Infection Control Training annually as part of their mandatory training programme.

Rapid (E)quality Impact Assessment (EqIA) *(for use when writing policies)*

Policy Title (and number)		Version and Date	
Policy Author			
An (e)quality impact assessment is a process designed to ensure that policies do not discriminate or disadvantage people whilst advancing equality. Consider the nature and extent of the impact, not the number of people affected.			
Who may be affected by this document?			
Patients/ Service Users	<input type="checkbox"/>	Staff	<input type="checkbox"/>
Other, please state...		<input type="checkbox"/>	
Could the policy treat people from protected groups less favourably than the general population? PLEASE NOTE: Any 'Yes' answers may trigger a full EIA and must be referred to the equality leads below			
Age	Yes <input type="checkbox"/> No <input type="checkbox"/>	Gender Reassignment	Yes <input type="checkbox"/> No <input type="checkbox"/>
Race	Yes <input type="checkbox"/> No <input type="checkbox"/>	Disability	Yes <input type="checkbox"/> No <input type="checkbox"/>
Gender	Yes <input type="checkbox"/> No <input type="checkbox"/>	Pregnancy/Maternity	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sexual Orientation			Yes <input type="checkbox"/> No <input type="checkbox"/>
Religion/Belief (non)			Yes <input type="checkbox"/> No <input type="checkbox"/>
Marriage/ Civil Partnership			Yes <input type="checkbox"/> No <input type="checkbox"/>
Is it likely that the policy could affect particular 'Inclusion Health' groups less favourably than the general population? (substance misuse; teenage mums; carers ¹ ; travellers ² ; homeless ³ ; convictions; social isolation ⁴ ; refugees)			Yes <input type="checkbox"/> No <input type="checkbox"/>
Please provide details for each protected group where you have indicated 'Yes'.			
VISION AND VALUES: Policies must aim to remove unintentional barriers and promote inclusion			
Is inclusive language ⁵ used throughout?			Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
Are the services outlined in the policy fully accessible ⁶ ?			Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
Does the policy encourage individualised and person-centred care?			Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
Could there be an adverse impact on an individual's independence or autonomy ⁷ ?			Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
EXTERNAL FACTORS			
Is the policy a result of national legislation which cannot be modified in any way?			Yes <input type="checkbox"/> No <input type="checkbox"/>
What is the reason for writing this policy? (Is it a result in a change of legislation/ national research?)			
Who was consulted when drafting this policy?			
Patients/ Service Users	<input type="checkbox"/>	Trade Unions	<input type="checkbox"/>
Protected Groups (including Trust Equality Groups)		<input type="checkbox"/>	
Staff	<input type="checkbox"/>	General Public	<input type="checkbox"/>
Other, please state...		<input type="checkbox"/>	
What were the recommendations/suggestions?			
Does this document require a service redesign or substantial amendments to an existing process? PLEASE NOTE: 'Yes' may trigger a full EIA, please refer to the equality leads below			Yes <input type="checkbox"/> No <input type="checkbox"/>
ACTION PLAN: Please list all actions identified to address any impacts			
Action	Person responsible	Completion date	
AUTHORISATION:			
By signing below, I confirm that the named person responsible above is aware of the actions assigned to them			
Name of person completing the form		Signature	
Validated by (line manager)		Signature	

Please contact the Equalities team for guidance:

For Devon CCG, please email d-ccg.equalityanddiversity@nhs.net & d-ccg.QEIA@nhs.net

For Torbay and South Devon NHS Trusts, please call 01803 656676 or email pdf.sdhct@nhs.net

This form should be published with the policy and a signed copy sent to your relevant organisation

Consider any additional needs of carers/ parents/ advocates etc, in addition to the service user

² Travelers may not be registered with a GP - consider how they may access/ be aware of services available to them

³ Consider any provisions for those with no fixed abode, particularly relating to impact on discharge

⁴ Consider how someone will be aware of (or access) a service if socially or geographically isolated

⁵ Language must be relevant and appropriate, for example referring to partners, not husbands or wives

⁶ Consider both physical access to services and how information/ communication is available in an accessible format

⁷ Example: a telephone-based service may discriminate against people who are d/Deaf. Whilst someone may be able to act on their behalf, this does not promote independence or autonomy

Clinical and Non-Clinical Policies – Data Protection

Torbay and South Devon NHS Foundation Trust (TSDFT) has a commitment to ensure that all policies and procedures developed act in accordance with all relevant data protection regulations and guidance. This policy has been designed with the EU General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA 18) in mind, and therefore provides the reader with assurance of effective information governance practice.

The UK data protection regime intends to strengthen and unify data protection for all persons; consequently, the rights of individuals have changed. It is assured that these rights have been considered throughout the development of this policy. Furthermore, data protection legislation requires that the Trust is open and transparent with its personal identifiable processing activities and this has a considerable effect on the way TSDFT holds, uses, and shares personal identifiable data.

Does this policy impact on how personal data is used, stored, shared or processed in your department? Yes No

If yes has been ticked above it is assured that you must complete a data mapping exercise and possibly a Data Protection Impact Assessment (DPIA). You can find more information on our [GDPR](#) page on ICON (intranet)

For more information:

- Contact the Data Access and Disclosure Office on dataprotection.tsdf@nhs.net,
- See TSDFT's [Data Protection & Access Policy](#),
- Visit our [Data Protection](#) site on the public internet.