



monmouthshire  
sir fynwy

*Social Care and Health*

*Gofal Cymdeithasola Iechyd*

CHARGING POLICY FOR RESIDENTIAL AND NON-RESIDENTIAL  
SERVICES

2021-22

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## INTRODUCTION

The Care and Support (Charging) (Wales) Regulations 2015 set out the requirements which local authorities must follow when making a determination of the amount of the charges which apply in relation to care and support which they are providing or arranging or propose to provide or arrange in the course of carrying out their functions under Part 4 of the Social Services and Well-being (Wales) Act 2014.

The Social Services and Well-being (Wales) Act 2014 is available at:

<http://www.legislation.gov.uk/anaw/2014/4/enacted>

The Act provides for a single legal framework for charging for care and support, or in the case of a carer, charging for support. The charging and financial assessment framework introduced by the Act are intended to make charging consistent, fair and clearly understood.

Local Authorities must ensure people are not charged more than it is reasonably practicable for them to pay for their services and must not be charged more than the cost to the authority of providing or arranging the care and support they are receiving or which they are to obtain themselves through direct payments.

## RESIDENTIAL SERVICES

Monmouthshire County Council's charging policy has been designed to comply with the Social Services and Well-being (Wales) Act 2014 and aims to provide a fairer and more sustainable arrangement for paying for care in Wales. The income generated from the charges helps to maintain and develop services for vulnerable people.

The Charging Policy for Residential Social Services concerns the following:

- Residential Care Homes
- Nursing Homes
- Short term/Trial Periods leading to long term placement in a Care Home

Service Users will be required to undergo a means tested assessment of their financial ability to meet a reasonable charge calculated for these services.

All client and financial information (verbal and written) will be treated in confidence and due care will be given to disclosing information that is in the interests of the service user only. To this effect the service user will be asked to sign a consent form authorising the Council to exchange information with the Department of Works and Pensions and other departments within the Council (such as Housing Benefit and Council Tax Benefit Sections).

### Calculating the Assessed Charge

We will work out the service users assessed charge by looking at their income and capital. The assessed charge is then calculated by adding together the service users' total income minus the personal allowance set by the Welsh Assembly Government.

### Income

Where applicable, income should be assessed net of any income Tax and National Insurance contributions payable.

The following income will be fully disregarded:

- Earnings
- DLA Mobility
- Payments in kind from a charity
- The Independent Living Fund payments
- Any Social Fund Payment
- Working Tax Credit
- Disabled Persons Tax Credit
- Armed Forces Compensation Scheme payments
- War Disablement Pension
- War Widows Pension/Armed Forces Compensation Scheme: Survivors payment
- War Widows Supplementary Pension
- War pensioners Mobility Supplement
- Winter Fuel payments
- Savings Credit element of Pension Credit up to Savings Credit threshold amount
- Child Benefit
- Child Tax Credits
- Housing Benefit/Local Housing Allowance
- Payments made in respect of compensation specifically earmarked for care costs

All other income is taken into account.

### **Attendance Allowance**

Attendance Allowance is only paid for the 1<sup>st</sup> 4 weeks from the date of admission into a residential home/hospital admission. However, if you are the owner of a property included in the assessment, then you will be entitled to Attendance Allowance after 12 weeks in a care home, pending repayment of the full fees to the local authority. It is your responsibility to notify the Attendance Allowance unit of your change in circumstances.

### **Disability Living Allowance (Care Component) or Personal Independence Payment (Daily Living Component) or Severe Disability Premium**

These are only paid for the 1<sup>st</sup> 4 weeks from the date of admission into a residential home/hospital admission.

### **Occupational and Private Pensions**

Occupational or works pensions are taken fully into account. If you have a spouse remaining at home they can request to retain half of your occupational pension.

For the purposes of annual re-assessments, if the new amount for a private or occupational pension is not divulged by the service user upon request, we will attribute a percentage increase. The increase will be at the same level as the percentage increase for State Pensions in that financial year used by the Department of Works and Pensions.

### **Capital**

Service users with savings/capital in excess of the capital threshold limit will not be entitled to financial assistance with the residential care home fees.

A capital asset may have a current market value (e.g. stocks or shares) or a surrender value (e.g. premium bonds).

The value of this kind of capital will be considered at the current market value or surrender value, whichever is the higher, less 10% of that value to cover any expenses involved in selling that asset. (This does not apply once the asset has been sold, when the actual amount realised from the sale is taken into account).

Capital which is not immediately realisable should be taken into account in the normal way at its face value.

Any capital asset that produces annuity income should be treated as income.

The capital value of certain types of investment bonds with a life assurance element maybe disregarded. However, income from investment bonds with or without life assurance is taken fully into account.

Capital disposed of, or converted into a disregarded form, in order to reduce the charge will be treated as notional capital.

### **Joint Accounts**

For recognised couples, unless evidence can be produced to show the allocation of funds held in a joint account, 50% of the total balance will be treated as belonging to the service user.

For all other joint accounts the balance will be allocated to the service user unless documentary evidence can be provided to the contrary.

## **Property**

If you are the owner of a property, where this is your main and only dwelling, it will be included in assessment 'Full Charge 12 weeks after date of permanent admission pending the sale of the property.

If a property is jointly owned with a spouse, whilst the spouse remains at home the property is disregarded. If the spouse subsequently also goes into a home then the property is included from their date of admission as above.

If the property is to be included in the assessment, after 12 weeks there are 3 options available to the service user.

- The property will be available for immediate sale, in which case we will enter into an informal agreement regarding continuation of funding.
- The property will not be available for imminent sale and so Deferred Payment Agreement will need to be agreed.
- The property will not be sold and Deferred Payments are declined in which case the resident will become self-funding after the 12 weeks ends and we will cease to support the placement.

The service user will need to complete a contract to include the property as part of the assessment.

They will need to ensure that the property is registered with land register. Failure to register the property with land registry could delay your placement and agreement by MCC to fund your placement.

If you are the owner of a property included in the assessment, we will also allow reasonable outgoings for household bills, whilst awaiting the sale of the property.

Where a service user owns a property which is rented out to tenants, the rental income will be taken into account.

Income from sub-letting and boarders will also be taken into account.

## **Non-disclosure of Financial Details / Refusal to Co-operate with a Financial Assessment**

Service users have the right to choose not to disclose their financial details. If they choose to do so they will be deemed to be self-funding from the date of admission.

## **Notification of Charges**

Once the service user has been admitted into the residential home we will send written confirmation of the financial assessment.

## **Annual Reviews**

Reviews will be undertaken annually, usually when the Department of Works and Pensions increase benefit rates, or at the request of the service user following a change in their circumstances. All service users are required to inform the Income Assessors as soon as their financial circumstances change as this may affect their assessed charge.

Any revisions will be effective from the date of review or from an appropriately determined date such as the date when the DWP increase benefits (every April).

## RESPITE CARE

Monmouthshire County Council's charging policy has been designed to comply with the Social Services and Well-being (Wales) Act 2014 and aims to provide a fairer and more sustainable arrangement for paying for care in Wales. The income generated from the charges helps to maintain and develop services for vulnerable people.

The policy concerns the following:

- Respite Placement in a home owned by a local Authority
- Respite Placement in a residential home not owned by a local authority but registered with the Care Council for Wales
- The placement **will not** exceed 8 weeks in total over a 12 month period

Service Users will be formally invited to request a means tested assessment of their financial ability to meet a reasonable charge calculated for these services.

The financial assessment will ensure that service users' net incomes will not be reduced below the basic level of Welfare Benefits (excluding the Severe Disability Premium) plus a 45% buffer. Service users will have 15 days to provide the necessary documentation for the assessment to be carried out.

The amount that Monmouthshire County Council can charge a service user for their respite care (i.e. as stay not exceeding 8 weeks) will not exceed the maximum weekly charge set by the Welsh Assembly Government each year.

### Service Users exempt from assessed Charges

- Service Users aged under 18
- Any service user who has contracted any form of Creutzfeldt Jacob Disease
- Any service user whose services are provided under Section 117 of the Mental Health Act 1983 (Section 17 of the HASSASSA Act 1983)
- Any service users who receive funding from the Welsh Independent Living Grant as they already make a contribution towards that cost
- Carers who receive a needs assessment and are assessed as requiring a service specifically to help them with their duties as a Carer

All client and financial information (verbal and written) will be treated in confidence and due care will be given to disclosing information that is in the interests of the service user only. To this effect the service user will be asked to sign a consent form authorising the Council to exchange information with the Department for Work and Pensions and other departments within the Council (such as Housing Benefit and Council Tax Reduction Sections).

### Calculating the Assessed Charge

We will work out the service users assessed charge by looking at their income and capital. The assessed charge is then calculated by adding together the service users' total income. The service user must be left with an income amount equivalent to their basic entitlement plus a buffer of 35% of that amount. The service user must also be left with an additional 10% of their basic entitlement for any disability related expenditure.

## **Income**

Where applicable, income should be assessed net of any income Tax and National Insurance contributions payable.

The following income will be fully disregarded:

- Earnings
- DLA Mobility / PIP Mobility
- Payments in kind from a charity
- The Welsh Independent Living Grant payments
- Any Social Fund Payment
- Working Tax Credit
- Disabled Persons Tax Credit
- Armed Forces Compensation Scheme payments
- Armed Forces Compensation Scheme: Survivors payment
- War Widows Supplementary Pension
- War pensioners Mobility Supplement
- War Disablement Pension
- Winter Fuel payments
- Child Benefit
- Child Tax Credits
- Council Tax Benefit
- Housing Benefit/Local Housing Allowance
- Payments made in respect of compensation specifically earmarked for care costs

Partial disregards will be allowed for the following in line with the Social Services and Well Being Act:

- Savings Credit
- War Widows Pension

All other income is considered. If this amount is less than the amount the law says you need to live on plus a “buffer” of 45%, services will be provided free of charge. If the amount is higher than the amount that the law says you need to live on plus a “buffer” of 45%, the excess amount will form the basis for calculating the charge for services.

However, we cannot charge more than the maximum weekly amount as set by the Welsh Assembly Government each year.

## **Attendance Allowance / PIP (Daily Living Component / DLA (Care Component)**

These will be taken fully into account for the first four weeks of your short term care stay.

## **Rental Income**

Where a service user owns a property which is rented out to tenants, the rental income will be taken into account. Income from sub-letting and boarders is also taken into account.

## **Occupational and Private Pensions**

Occupational or works pensions are taken fully into account.

For the purposes of annual re-assessments, if the new amount for a private or occupational pension is not divulged by the service user upon request, we will attribute a percentage

increase. The increase will be at the same level as the percentage increase for State Pensions in that financial year used by the Department for Work and Pensions.

## **Capital**

Service users with savings/capital in excess of the capital threshold will be asked to pay the full charge for their services up to a maximum weekly amount as set by Welsh Assembly Government each year.

A capital asset may have a current market value (e.g. stocks or shares) or a surrender value (e.g. premium bonds).

The value of this kind of capital will be considered at the current market value or surrender value, whichever is the higher, less 10% of that value to cover any expenses involved in selling that asset. (This does not apply once the asset has been sold, when the actual amount realised from the sale is taken into account).

Capital which is not immediately realisable should be taken into account in the normal way at its face value.

Any capital asset that produces annuity income should be treated as income.

The capital value of certain types of investment bonds with a life assurance element is disregarded. However, income from investment bonds with or without life assurance is taken fully into account.

Capital disposed of, or converted into a disregarded form, in order to reduce the charge will be treated as notional capital.

## **Joint Accounts**

For recognised couples unless evidence can be produced to show the allocation of funds held in a joint account, the total balance will be divided between the joint account holders.

For all other joint accounts the balance will be allocated to the service user unless documentary evidence can be provided to the contrary.

## **Property**

A service user's main home will be disregarded. The value of any other property owned or part owned by the service user will be regarded as capital.

## **Couples**

The definition of a couple for the purposes of this policy is either:

- A legally married husband and wife: or
- Two individuals who effectively live together as a couple but who are not legally married: or
- Civil partnerships and couple living together as civil partners.

A "better-off" assessment will be carried out in these cases. The service user and their partners' income will be jointly financially assessed and also the service user's individual income will be financially assessed. The assessment which results in the lowest charge will be applied for the services provided. Where couples undergo a joint assessment and both are Service Users, then the charges levied can only be because of either the joint assessment or the single assessment, not a mixture.

**Non-disclosure of Financial Details**

Service users have the right to choose not to disclose their financial details, preferring to sign a declaration instead. If they choose to do this they will be required to pay the maximum charge for services applicable from the date the services commenced.

**Refusal to Co-operate with a Financial Assessment process**

Service users may refuse to co-operate with a financial assessment process. If they choose to do so they will be required to pay the maximum charge applicable from the date the services commenced.

**Notification of Charges**

Once all the financial information has been received, written confirmation of the charge will be sent to the service user which will detail the service user's income that has been considered and the calculation of the charge.

**Annual Reviews**

Annual reviews will be undertaken in line with the Department for Work and Pensions increase benefit rates. However, all service users are required to inform the Income Assessors as soon as their financial circumstances change as this may affect their assessed charge.

Any revisions will be effective from the date of review or from an appropriately determined date such as the date when the DWP increase benefits (every April).

## **NON-RESIDENTIAL SERVICES**

Monmouthshire County Council's charging policy has been designed to comply with the Social Services and Well-being (Wales) Act 2014 and aims to provide a fairer and more sustainable arrangement for paying for care in Wales. The income generated from the charges helps to maintain and develop services for vulnerable people.

The Charging Policy for non-residential Social Services concerns the following:

- Day centre attendances
- Personal home care
- Direct Payments
- Individual Support Services
- Supported Tenancy Placements
- Adult Placements
- Respite care (up to 8 weeks in a 12 month period).

Non-residential services which are not covered by this policy are:

- The provision of transport to attend a day service where transport is provided by, or arranged by, the local authority where attendance at the day service is included in the service user's assessment of need
- The provision of advice to service users
- Periods of active reablement / short term assessment defined as a person engaging in reablement activities that are supported by therapy staff and work towards outcomes that maximise independence and reduce the risk of admission to hospital
  
- Luncheon clubs or Mental Health "drop in" centres
- Community Meals
- Careline
- Preventative services

Service Users will be formally invited to request a means tested assessment of their financial ability to meet a reasonable charge calculated for these services.

The financial assessment will ensure that service users' net incomes will not be reduced below the basic level of Welfare benefits (excluding the Severe Disability Premium) plus a 45% buffer. Service users will be allowed 15 working days to provide the necessary documentation for the assessment to be carried out.

### **Service Users exempt from assessed Charges**

- Service Users aged under 18
- Any service user who has contracted any form of Creutzfeldt Jacob Disease
- Any service user whose services are provided under Section 117 of the Mental Health Act 1983 (Section 17 of the Social Services and Wellbeing Act 2014)
- Any service users who receive funding from the Welsh Independent Living Grant as they already make a contribution towards that cost

- Carers who receive a needs assessment and are assessed as requiring a service specifically to help them with their duties as a Carer

All client and financial information (verbal and written) will be treated in confidence and due care will be given to disclosing information that is in the interests of the service user only. To this effect the service user will be asked to sign a consent form authorising the Council to exchange information with the Department for Work and Pensions and other departments within the Council (such as Housing Benefit and Council Tax Benefit Sections).

### **Calculating the Assessed Charge**

We will work out the service users assessed charge by looking at the service users' income and capital. The assessed charge is then calculated by adding together the service users' total income. The service user must be left with an income amount equivalent to their basic entitlement plus a buffer of 35% of that amount. The service user must also be left with an additional 10% of their basic entitlement for disability related expenditure. A further amount will also be disregarded for any flat rate charges being applied for services deemed to be "preventative". The service user will not be charged more than the maximum weekly charge set by the Welsh Assembly Government each year. The weekly charge will be based on a standard week, Monday to Sunday, inclusive of Respite.

The unit of charge will be reviewed annually and based upon an hourly rate for home care, a sessional rate for day care and a nightly rate for respite.

### **Income**

Where applicable, income should be assessed net of any income Tax and National Insurance contributions payable.

Where deductions are being made from Welfare benefits e.g. for repayment of a Social Fund loan or recovery of an overpayment, we will use the gross income figure (i.e. before deductions) in our calculation.

The following income will be fully disregarded:

- Earnings
- DLA Mobility
- Personal Independence Payment Mobility
- Payments in kind from a charity
- The Welsh Independent Living Grant payments
- Any Social Fund Payment
- Working Tax Credit
- Disabled Persons Tax Credit
- Armed Forces Compensation Scheme: Survivors payment
- War Widows Supplementary Pension
- War Disablement Pension
- War Pensioners Mobility Supplement
- Winter Fuel payments
- Child Benefit
- Child Tax Credits
- Council Tax Benefit
- Housing Benefit/Local Housing Allowance
- Payments made in respect of compensation specifically earmarked for care costs

The following Income is subject to a partial disregard as stated in the Social Services and Well-being (Wales) Act 2014

- Savings credit
- War widows pension

All other income is considered. If this amount is less than the amount the law says you need to live on plus a “buffer” of 45%, services will be provided free of charge. If the amount is higher than the amount that the law says you need to live on plus a “buffer” of 45%, the excess amount will form the basis for calculating the charge for services.

However, there is a maximum amount that can be charged set by the Welsh Assembly each year.

### **Attendance Allowance**

There are two rates of Attendance Allowance, the higher rate, which is paid for both day and night care and the lower rate, which is paid for day care only. The higher rate should only be taken into account for assessment purposes where day and night care is being provided. In all other cases, the difference between the higher rate and the lower rate should be disregarded. (Disablement Adjustment)

### **Disability Living Allowance (Care Component)**

There are three rates of Disability Living Allowance (Care); the highest rate is paid for both day and night care. The highest rate should only be taken into account where day and night care is being provided. In all other cases, where the higher rate is in payment, the difference between the higher rate and the middle rate should be disregarded. (Disablement Adjustment)

### **Personal Independence Payment (Daily Living Component)**

There are two rates of Personal Independence Payment (daily living component). There is no longer an award for night time care. The actual rate in payment will therefore be taken into account in full in our assessment.

### **Rental Income**

Where a service user owns a property which is rented out to tenants, the rental income should be taken into account.

Income from sub-letting and boarders is also taken into account.

### **Occupational and Private Pensions**

Occupational or works pensions are taken fully into account.

For the purposes of annual re-assessments, if the new amount for a private or occupational pension is not divulged by the service user upon request, we will attribute a percentage increase. The increase will be at the same level as the percentage increase for State Pensions in that financial year used by the Department of Works and Pensions.

### **Capital**

Service users with savings/capital in excess of the capital threshold will be asked to pay the full charge for their services up to a maximum weekly amount as set by Welsh Assembly Government each year.

A capital asset may have a current market value (e.g. stocks or shares) or a surrender value (e.g. premium bonds).

The value of this kind of capital will be considered at the current market value or surrender value, whichever is the higher, less 10% of that value to cover any expenses involved in selling that asset. (This does not apply once the asset has been sold, when the actual amount realised from the sale is taken into account).

Capital which is not immediately realisable should be taken into account in the normal way at its face value.

Any capital asset that produces annuity income should be treated as income.

The capital value of certain types of investment bonds with a life assurance element is disregarded. However, income from investment bonds with or without life assurance is taken fully into account.

Capital disposed of, or converted into a disregarded form, in order to reduce the charge will be treated as notional capital.

### **Joint Accounts**

For recognised couples unless evidence can be produced to show the allocation of funds held in a joint account, the total balance will be divided between the joint account holders.

For all other joint accounts the balance will be allocated to the service user unless documentary evidence can be provided to the contrary.

### **Property**

A service user's main home will be disregarded. The value of any other property owned or part owned by the service user will be regarded as capital.

### **Couples where one or both receive non-residential services.**

The definition of a couple for the purposes of this policy is either:

- A legally married husband and wife: or
- Two individuals who effectively live together as a couple but who are not legally married: or
- Civil partnerships and couple living together as civil partners.

A "better-off" assessment will be carried out in these cases. This means that they will be financially assessed as a couple and also as an individual. The assessment which results in the lowest charge will be applied for the services provided. Where couples undergo a joint assessment and both are Service Users, then the charges levied can only be because of either the joint assessment or the single assessment, not a mixture.

### **Non-disclosure of Financial Details**

Service users have the right to choose not to disclose their financial details. If they choose to do so they will be required to pay the maximum charge for services applicable from the date the services commenced.

### **Refusal to Co-operate with a Financial Assessment**

Service users may refuse to co-operate with a financial assessment. If they choose to do so they will be required to pay the maximum charge applicable from the date the services commenced.

### **Notification of Charges**

Once all the financial information has been received, written confirmation of the charge will be sent to the service user which will detail the services to be charged for, the service user's income that has been considered and the calculation of the charge.

### **Annual Review**

An annual review will be undertaken in line with the Department for Work and Pensions increase in benefit rates. However, all service users are required to inform the Income Assessors of any changes in their financial circumstances, as this may affect their assessed charge.

Any revisions will be effective from the date of review or from an appropriately determined date such as the date when the Department for Work and Pensions increase benefits (every April).

## **Review of Decision**

Those receiving residential care and support are able to request a review of the amount of the contribution calculated towards the cost for these services.

The request for a review can be made verbally or in writing. A review can be requested by the service user or their representative. The request must state the reason for asking for a review.

We will acknowledge receipt of the request for a review, in writing, within 5 working days of receiving the request. We may also ask for additional information to be provided at this stage, in order to assist us to carry out a comprehensive review. The service user will then be expected to provide any necessary information or documentation within 15 working days. An extension of this period can be requested by the service user and/or their representative, if they are unable to provide the necessary information within this timescale. We will confirm the agreed time extension in writing.

The review will be carried out by a different Income Assessor to the one that carried out the initial assessment. We will notify the service user, in writing, of the outcome of the review within 10 working days of receiving sufficient information or documentation to enable us to determine the review.

It is hoped that the request for a review would be satisfactorily resolved through this review process. However, if the service user is still unhappy, they will be able to make a formal complaint through the authority's complaints procedure.

### **Benefits Advice**

Comprehensive benefits advice will be offered to all service users, through our financial inclusion team at the time of the charge assessment, with the aim being to maximise their incomes and to assist service users in contributing towards their care costs.

All financial assessments will be based upon the service user receiving their full benefit entitlement.

## **DEFERRED PAYMENTS**

A local authority must offer a deferred payment agreement with a person who is required (or is going to be required) to pay a charge for their long term residential or nursing care who meet the eligibility criteria. A deferred payment agreement is a legally binding agreement under which—

(a) the local authority agrees not to require payment of the person's required amount until the time specified in or determined in accordance with the regulations, and

(b) the person agrees to give the local authority a charge over the person's interest in his or her home to secure payment of the person's required amount.

The regulations permit the local authority to charge interest on the person's required amount.

Merits of each application will be considered on an individual basis.



## **DEFERRED PAYMENT CONTRACT**

This is an agreement made between:

\_\_\_\_\_ (“the resident”) and

**Monmouthshire County Council** (“the Council”)

For the purpose of deferring residential/nursing care payments owed by the resident to the Council.

The agreement will commence on \_\_\_\_\_.

The client has a beneficial interest in the following property known as:

House number/name \_\_\_\_\_

Street \_\_\_\_\_

County \_\_\_\_\_

Postcode \_\_\_\_\_ (“the property”)

Which is registered at the Land Registry with Title Absolute under title number \_\_\_\_\_.

**Current rates and fees** as at the contract commencement date

Administration fee £ \_\_\_\_\_

Interest rate \_\_\_\_\_% (Present market gilt rate of \_\_\_\_% plus 0.15%)

Weekly care home fees £ \_\_\_\_\_ (Paid by the Council as per Deferred Agreement)

Weekly assessed income contribution (assessed charge) £ \_\_\_\_\_ (Paid by Resident to Council)

Weekly care home fee being deferred (net of interest and administration fee) £ \_\_\_\_\_

Signed by: -

**On behalf of Monmouthshire County Council**

**The ~~Client~~ Resident (or representative)**

Name \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Client/Representative (delete as appropriate)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## Terms and Conditions

1. The Resident has agreed for the Council to undertake necessary arrangements for the resident's residential accommodation and to enter into a contractual arrangement with the care home on the resident's behalf.
2. The resident acknowledges their responsibility for the payment of the all care home fees. The resident is unable to currently for fill this responsibility completely and wishes to delay payment of a percentage of their costs until a later date. The resident understands that entering into this contract does not mean the unpaid care fees are negated but merely deferred for future repayment. The resident accepts liability for future repayments and debt arising.
3. The contract may be terminated by either party giving 30 days written notice and stating the reasons for termination. Termination of this contract will result in all amounts deferred being immediately due for repayment.
4. The resident agrees to a legal charge being placed on the property as security over the payments due to the council on the residents' behalf.
5. The resident confirms that there is no other beneficial interest, whether by way of mortgage or otherwise, affecting the property that would require the consent of any other third party in regards to the creation of the Legal Charge created by the agreement. (OPTIONAL – if this clause is not applicable completed Section B entitled Mortgage and Co-owners)
6. The resident agrees for the Council to obtain a professional valuation on the property for which the resident will be liable to reimburse the Council.
7. In referring to point 6, the Resident has the options to (i) reimburse the Council in full or (ii) add the valuation fee to the deferred total. If option (ii) is to be undertaken then the Resident-must request this in writing.
8. The Resident agrees to pay the weekly assessed income contribution to the Council, henceforth referred to as the "assessed charge", which cannot be deferred.
9. The Resident understands that this contract does not include any liability relating to the weekly cost of care over and above the Councils annually determined weekly cost of care, henceforth referred to as "third party contributions". Should the placement in question attract a third party fee this must be paid for separately under a private arrangement not involving the Council.
10. The Resident understands the deferment is the difference between the Councils annually determined weekly cost of care and the weekly assessed charge.
11. Throughout the life of this contract, the Resident agrees to ensure the property is maintained to a good and reasonable state of repair and fully insured.
12. The Resident agrees to inform the Council and obtain written consent prior to any change of use in the property i.e. rent or sale.
13. Interest will be charged on the balance deferred, from the start date of the contract until all amounts deferred and owing are repaid in full.
14. Interest will be charged at 0.15% above the prevailing market gilts rate, which is subject to change every 6 months as published by the Economic & Fiscal Outlook.
15. Interest will be charged on a compound basis, calculated on a 4 weekly cycle.
16. Interest will be added to the contract and deferred along with the fees owing and must be repaid when the contract terminates.
17. The Resident agrees to pay a one off administration fee to the Council towards the costs of preparing and maintaining the agreement. The Resident may opt to pay the administration fee immediately or it

may be deferred for payment upon termination of the contract. If the administration charge is to be deferred the Council must receive this request in writing.

18. This contract will terminate in the event of :-
  - (i) Written notification from the Resident or their appointed representative to the Council, as per clause 3,
  - (ii) Written notification from the Council to the Resident or their appointed representative, as per clause 3.
  - (iii) Property being sold and amount deferred and all interest incurred repaid in full.
  - (iv) On the death of the resident and amount deferred and all interest incurred repaid in full.
  - (v) The positive equity in the property has been extinguished.
19. Upon death, the total amount deferred that remains outstanding along with all interest incurred must be paid to the Council within 90 days. If this is not possible, the Council must be informed in writing by the executor within the 90 days.
20. Statement of account will be issued by the Council every 6 months while the contract remains in existence.
21. The 6 monthly statement of account will include an estimate of the remaining positive equity within the property. Once the positive equity has been fully utilised, the deferred contract will be terminated and the resident will be expected to release funds to repay the total amount deferred and owing to the Council.
22. Upon enactment of clause 21, the Council will conduct a new financial assessment to determine the Residents ability to pay.
23. The Resident understands and accepts that care home fees and the assessed charge are subject to change.
24. The Authority advises the Resident that independent financial and/or legal advice can be sought at their own expense prior to entering this contract.
25. Failure to comply with the terms and conditions will result in the contract becoming void and all amounts due will be repayable upon demand.

## Section B - Mortgage and Co-Owners

Delete as appropriate

### **MORTGAGEE'S AGREEMENT**

The Mortgagee acknowledges and consents to the Resident entering into the terms of this Agreement and consents to the registration [at the Land Registry] [of a Land Charge at the H.M. Land Charges Registry in respect] of the Legal Charge which will be created under the terms of this Agreement.

### **CO-OWNER'S AGREEMENT**

The Co-owner consents to the Resident entering into the terms of this Agreement. The Co-owner agrees to join as a party to the creation of the Legal Charge created under the terms of this Agreement. The Co-owner agrees to do all things necessary and sign all forms of consent appropriate to securing the registration of the Legal Charge in favour of the Council under the terms of this Agreement.

The Co-owner has been advised by the Council to seek independent legal and financial advice before signing this Agreement and in this context 'independent advice' means advice from an advisor who is neither related to nor acting on behalf of the Resident.

Signed: .....

Signed: .....

Name:.....  
Authorised Officer of the Council

Name: .....

The Resident or their authorised  
Representative (attorney/receiver)\*  
\*[Please state which].....

Signed: .....

Signed: .....

Name:.....  
Authorised Representative of the  
Mortgagee

Name: .....

The Co-owner

**HM LAND REGISTRY**

[Administration Area: ..... Title No: .....]

Property: .....

Date: .....

**IN CONSIDERATION** of the Deferred Contributions specified in the Deferred Payments Agreement made between the parties and dated ..... (“the Agreement”) receipt of which is acknowledged.

I ..... (“the Resident”)

Of .....

.....  
[Insert Current Address]  
and formerly of .....

.....  
[Insert Former Home Address]  
and  
I ..... (“the Co-Owner”)

Of .....

.....  
[Insert Current Address]

with full title guarantee CHARGE by way of legal mortgage the Property (as referred to in the Agreement) [being the land comprised in the title above referred to] with the payment to Monmouthshire County Council of the County Hall, Usk (“the Authority”) of the total amount of Deferred Contributions owing from time to time by the Resident to the Authority with interest at the rate and payable at the times specified in the Agreement.

Signed as a deed

By: .....

Witness: .....

Name: .....

Address: .....

## **Income Assessment Team Contact Details**

The Income Team are part of the Finance Team which is based in Innovation House in Magor.

The team comprises 2 Income Assessors who can be contacted as follows:

### **By Post**

Monmouthshire County Council,  
PO Box 106,  
Caldicot,  
NP26 9AN.

### **By Email**

[incomeassessors@monmouthshire.gov.uk](mailto:incomeassessors@monmouthshire.gov.uk)

### **By Telephone**

Jennie Janes - 01633 644451  
Lauren Davies – 01633 644772

## Social Care & Health Financial Assessment Form

Monmouthshire County Council will use the information you provide on this form, and any supporting evidence you send with it, to calculate your charge for the care or service you receive. The charge is based on your ability to pay.

The information provided should be for the service user, but by providing information for your partner as well we can check whether you are receiving the correct amount of benefits as a couple. If we think you are not receiving the correct amount of benefits we will arrange for a Benefits Adviser to contact you.

**DEPARTMENT CASE NO.**

**SOCIAL WORKER**

**PLEASE COMPLETE ALL PARTS OF THE FORM BEFORE RETURNING IT TO YOUR SOCIAL WORKER:**

YOU		YOUR PARTNER
	<b>N.I. NUMBER</b>	
Mr/Mrs/Ms/Other	<b>NAME</b>	Mr/Mrs/Ms/Other
	<b>ADDRESS</b>	
Post Code		Post Code
	<b>TELEPHONE NO</b>	
	<b>DATE OF BIRTH</b>	

**Please tick one of the following statements:**

- I do not wish to have a financial assessment and therefore agree to pay the standard charge for the care or services I receive.
- I wish to have a financial assessment to determine what I can afford to pay for the care or services I receive.

**You do not need to complete any more of the form. Please sign and date the back page before returning it to us.**

**Please complete the remainder of the form before signing, dating and returning it to us.**

**PART 1****PERSONAL DETAILS****SERVICES REQUIRED: (Please tick as appropriate)**Long Term Residential / Nursing Care Short Term Residential / Nursing Care Respite Care (8 weeks or less) Day Care / Home Care / Direct Payments / Individual Support Services **Date of Admission (if applicable) To:**Hospital Residential / Nursing Home **Please tell us about the people living at your address:**

NAME	DATE OF BIRTH	RELATIONSHIP TO YOU	BENEFITS			
			Pension Credit Guarantee Credit	Pension Credit Savings Credit	AA	DLA Care/PIP Daily Living
			£	£	£	£
			£	£	£	£
			£	£	£	£
			£	£	£	£

Are any of the above registered blind, if so who? \_\_\_\_\_

## PART 2 YOUR HOME AND PROPERTY

**A.**

**Do you or your partner own the property you live in?** YES  NO

If **NO** please go to Section B

If **yes**, are you Sole owner  Joint Owner  With \_\_\_\_\_

Approximate Value of Property: £ \_\_\_\_\_

Holder of Life Interest  Other  Please state \_\_\_\_\_

Is property Leasehold?  Or Freehold

Will anybody be living in your house when you are away? YES  NO

If **yes**, who will be living there? \_\_\_\_\_

**B.**

**Do you or your partner own any other property?** YES  NO

If **yes**, are you Sole owner  Joint Owner  With \_\_\_\_\_

Approximate Value of Property: £ \_\_\_\_\_

Holder of Life Interest  Other  Please state \_\_\_\_\_

Is property Leasehold?  Or Freehold

Is anybody living in your property? YES  NO

If **yes**, who will be living there? \_\_\_\_\_

**C.**

**If you have previously owned property, but no longer do so, when did you stop owning it and what happened to it? If necessary please provide a copy of the Deed of Transfer.**

Please give details: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**D.** Have any of the properties been offered for sale?

YES

NO

If **yes**, please give details such as address and asking price:

---

---

---

**E.** Do you currently live in rented accommodation?

YES

NO

If **yes** Private?

Or Council

How much rent do you pay? £\_\_\_\_\_

Per week / month

**F.** Do you receive Housing Benefit or Rent Rebate?

YES

NO

If **yes**, how much? £\_\_\_\_\_

Per week / month

**G.** Do you receive Council Tax Benefit?

YES

NO

If **yes**, how much?

Per week / month

£\_\_\_\_\_

**PART 3****INCOME FROM BENEFITS**

If you or your partner receive any of the following benefits please indicate the amounts below:

	<b>You</b>	<b>Your Partner</b>		<b>You</b>	<b>Your Partner</b>	
State Retirement Pension	£	£	Job Seeker's Allowance	£	£	
Pension Credit Guarantee Credit	£	£	Statutory Sick Pay	£	£	
Pension Credit Savings Credit	£	£	Industrial Injuries Benefit	£	£	
Income Support	£	£	War Disablement Pension	£	£	
DLA (Care) or PIP (Daily Living)	£	£	War Widows Pension	£	£	
DLA (Mobility) or PIP (Mobility)	£	£	State Widow's Pension or Widowed Mother's Allowance	£	£	
Attendance Allowance	£	£	Carers Allowance	£	£	
ESA / Incapacity Benefit	£	£	Working Tax Credits	£	£	
Severe Disablement Allowance	£	£	Child Tax Credit	£	£	
Statutory Maternity Pay or Maternity Allowance	£	£	Child Benefit or Guardians Allowance	£	£	
Other (please state)				£	£	
				<b>TOTAL</b>	£	£

**Does anyone claim Carers Allowance for looking after you?**

**Yes / No**

If yes, who? \_\_\_\_\_

## PART 4 MONEY YOU RECEIVE FROM PRIVATE PENSIONS

Do you or your partner have an Occupational or Private Pension?

YES

NO

If yes, please give details:

### YOU

### YOUR PARTNER

PENSION 1, received from _____ _____
How much do you receive? £ _____ per week / calendar _____ Month / 4 weekly
How is it paid? _____ _____
If into an account, what is the no. _____ _____

PENSION 1, received from _____ _____
How much do you receive? £ _____ per week / calendar _____ Month / 4 weekly
How is it paid? _____ _____
If into an account, what is the no. _____ _____

PENSION 2, received from _____ _____
How much do you get? £ _____ per week / calendar _____ Month / 4 weekly
How is it paid? _____ _____
If into an account, what is the no. _____ _____

PENSION 2, received from _____ _____
How much do you get? £ _____ per week / calendar _____ Month / 4 weekly
How is it paid? _____ _____
If into an account, what is the no. _____ _____

If you are going to reside in a Nursing or Residential Home, would you like your partner to retain half of your Occupational Pension(s)?

YES

NO

Do you or your partner have income from any of the following?

YES

NO

If yes, please tick appropriate box:

		<b>How Much?</b>		
Salary/Wages	<input type="checkbox"/>	£	<input type="text"/>	per week / month
Income from Farm	<input type="checkbox"/>	£	<input type="text"/>	per week / month
Rent from Property	<input type="checkbox"/>	£	<input type="text"/>	per week / month
Equity Release Scheme	<input type="checkbox"/>	£	<input type="text"/>	per week / month
Trust fund payment	<input type="checkbox"/>	£	<input type="text"/>	per week / month
Insurance Policy	<input type="checkbox"/>	£	<input type="text"/>	per week / month

**PART 5 CURRENT ASSETS AND SAVING ACCOUNTS**

Please give details of all, Bank, Building Society or Post Office Accounts that you or your partner hold:

**1** Name of Account Holder:

Bank / Building Society Branch Details:

Account No:

Balance £ \_\_\_\_\_ as at \_\_\_\_\_

**2** Name of Account Holder:

Bank / Building Society Branch Details:

Account No:

Balance £ \_\_\_\_\_ as at \_\_\_\_\_

**3** Name of Account Holder:

Bank / Building Society Branch Details:

Account No:

Balance £ \_\_\_\_\_ as at \_\_\_\_\_

**4** Name of Account Holder:

Bank / Building Society Branch Details:

Account No:

Balance £ \_\_\_\_\_ as at \_\_\_\_\_

**Saving Certificates**

Issue No:

Number of Units

Amount of Holding

£ \_\_\_\_\_

Issue No:

Number of Units

Amount of Holding

£ \_\_\_\_\_

Issue No:

Number of Units

Amount of Holding

£ \_\_\_\_\_

**Stocks, Shares and Bonds**

Type of Holding:

No. of Shares:

Value:

£ \_\_\_\_\_

Type of Holding:

No. of Shares:

Value:

£ \_\_\_\_\_

Type of Holding:

No. of Shares:

Value:

£ \_\_\_\_\_

**Premium Bonds**

Amount Held

£ \_\_\_\_\_

Amount Held

£ \_\_\_\_\_

Do you or your partner have any cash, which is not in an account? YES  NO

If yes, please state amount: £ \_\_\_\_\_

**PART 6 DEBTS AND OUTGOINGS**

Do you or your partner owe any money?

YES

NO

If yes, please give details of creditor, the amount owed, how much the repayments are, and how long you will be paying. Please indicate any hire purchase type agreements.

**YOU**

--

**YOUR PARTNER**

--

Do you have any regular outgoings? (e.g. Rates, Gas, Electricity, Council Tax, Rent not met by Housing Benefit, Supporting People Benefit or Income Support). YES  NO

	YOU			YOUR PARTNER		
	Y / N	How Much?	How Often?	Y / N	How Much?	How Often?
Home Care Charges		£	Per week / month		£	Per week / month
Mortgage		£	Per week / month		£	Per week / month
Rent		£	Per week / month		£	Per week / month
Council Tax		£	Per week / month		£	Per week / month
Water		£	Per week / month		£	Per week / month
Gas		£	Per week / month		£	Per week / month
Electricity		£	Per week / month		£	Per week / month
Supporting People Charges E.g. Wardens, alarms		£	Per week / month		£	Per week / month
Community Meals		£	Per week / month		£	Per week / month
Other (e.g. House Insurance)		£	Per week / month		£	Per week / month

## PART 7 DECLARATION

Name : \_\_\_\_\_

N.I. Number: \_\_\_\_\_

Please read the following carefully:

- I declare that to the best of my knowledge the information I have given in this form is true, correct and complete and I have no property, capital or source of income other than as declared.
- I understand that I may be requested to contribute towards the cost of the services provided by the Council or on behalf of the Council and that the contribution will be assessed in relation to my financial circumstances.
- I agree to notify Social Care and Health of any changes in my financial circumstances.
- I agree that Monmouthshire County Council may share information with other departments within their organisation such as Housing Benefit and Council Tax on a continuing basis, with a view to ensuring that the information is accurate.
- I agree that the Department for Work and Pensions may pass details of the rate of my benefit and, where necessary, the components of the rate, to the Finance Team of the Social Care and Health Department of Monmouthshire County Council for the purposes of assessing my contribution towards the cost of my care. (please delete if disagree)
- I agree that if I would like a couple assessment, details of joint benefits can be obtained. (please delete if disagree)
- We will not give information about you to anyone else other than those already mentioned, or use information about you for other purposes, unless the law allows this.
- I understand that I may withdraw my consent to the supply of information regarding my benefits entitlements at any time by notifying the Department for Work and Pensions in writing.
- I understand that if I give away any of my capital or property, or purchase expensive possessions or gifts, the Council may still take the value of that capital or property into account if they consider I am trying to avoid paying my charge for services.
- I understand that the capital value of certain types of investment bonds with a life assurance element is disregarded. However, income from investment bonds with or without life assurance is taken fully into account.

**Please sign and date the form on the following page before returning it to your Social Worker.**

**DECLARATION Continued**

Signed:

Date:

Witnessed by:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Declaration by Partner/Spouse**

I agree to the Department of Work and Pensions providing information regarding my benefits being paid to me

Full Name:

Date of Birth:

National Insurance No:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed:

Date:

Witnessed by:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**If you would like us to send future correspondence to someone other than yourself in future please give their details below.**

**Correspondence Name and Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Should you have any queries regarding this form, please contact the Income Assessors on one of the following numbers:

**Tel: 01633 644772 / 01633 644451**

Monmouthshire County Council is under a duty to protect the public funds it administers, and to this end may use the information provided on this form for the prevention and detection of fraud. It may also share this information with other bodies responsible for auditing or administering public funds for these purposes. For further information, please go to our website [www.monmouthshire.gov.uk](http://www.monmouthshire.gov.uk) and search for the National Fraud Initiative.

