



monmouthshire
sir fynwy

Social Care and Health

Gofal Cymdeithasol ac Iechyd

CHARGING POLICY FOR RESIDENTIAL AND NON-RESIDENTIAL SERVICES

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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.

Universal Credit

The components which make up a person's Universal Credit payment should be treated in the same manner as the benefits it is replacing. Those are Jobseeker's Allowance, Employment and Support Allowance, Income Support, Child Tax Credits, Working Tax Credits and Housing Benefit. To do that local authorities will need to obtain a copy of the person's Universal Credit payment statement which should provide a breakdown of their entitlement.

Attendance Allowance

Attendance Allowance is only paid for the 1st 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 1st 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 2 options available to the service user.

- The property is available for 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.

Universal Credit

The components which make up a person’s Universal Credit payment should be treated in the same manner as the benefits it is replacing. Those are Jobseeker’s Allowance, Employment and Support Allowance, Income Support, Child Tax Credits, Working Tax Credits and Housing Benefit. To do that local authorities will need to obtain a copy of the person’s Universal Credit payment statement which should provide a breakdown of their entitlement.

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.

Universal Credit

The components which make up a person's Universal Credit payment should be treated in the same manner as the benefits it is replacing. Those are Jobseeker's Allowance, Employment and Support Allowance, Income Support, Child Tax Credits, Working Tax Credits and Housing Benefit. To do that local authorities will need to obtain a copy of the person's Universal Credit payment statement which should provide a breakdown of their entitlement.

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 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 is to be made in writing and may 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.

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 Agreement is made on 2025.

This Agreement is made between Monmouthshire County Council and *[insert name] [and [insert detail of any co-owner or others with an interest in the property]]*

This Agreement relates to care home charges for the Resident payable from 2026.

RECITALS

Background

- 1 The Resident has an interest in the Property as follows *[insert detail of interest eg 'sole legal and beneficial owner']*.
- 2 The Resident *[is / used to]* occupy the Property as their home.
- 3 The Council *[is / is going to]* meet the Resident's assessed eligible needs by provision of accommodation in a care home.
- 4 In accordance with s59 of the Social Services and Well-being (Wales) Act 2014 and the Care and Support (Charging)(Wales) Regulations 2015/1843, the Council will require the Resident to pay a charge for the provision of accommodation in a care home.
- 5 *[The Resident has exercised their choice, in accordance with the Care and Support (Choice of Accommodation) (Wales) Regulations 2015/1840 to choose their care home and:*
 - 5.1 *The cost of their chosen care home exceeds the cost that the Council would usually expect to incur and the Additional Cost Condition, as in regulation 4, is met.*
 - 5.2 *The written agreement as required in the Additional Cost Condition is annexed to this Agreement.*
 - 5.3 *[The Resident will personally be responsible for the Additional Care Costs [which will be deferred as set out below] / A third party, namely [Insert name] [has / will] enter into a contract [with the provider of accommodation to pay these sums directly / with the Council to pay these sums to the Council]].*

- 6 The Council has carried out a financial assessment in accordance with the Care and Support (Financial Assessment) (Wales) Regulations 2015/1844 and:
- 6.1 The value of the Property will not be disregarded (at the point this agreement is to commence).
- 6.2 The value of the Resident's capital excluding the value of the Property does not exceed the capital limit, as set out in regulation 11 of the Care and Support (Charging)(Wales) Regulations 2015/1843.
- 6.3 The Resident's weekly assessed income is insufficient to meet the Weekly Care Home Fees [*and the Resident's Weekly Additional Care Costs*].
- 7 The Resident wishes to defer payment of [*some of*] the amount they are liable to pay to the Council in relation to their accommodation in a care home [*including the Resident's Weekly Additional Care Costs which are due by virtue of the Resident's choice of accommodation / not including the Resident's Weekly Additional Care Costs which are due by reason of the Resident's choice of accommodation*].
- 8 The Resident [*wishes to defer the Administration Fees that they are liable to pay pursuant to this Agreement and understands that interest will be charged on the deferred Administration Fees / does not wish to defer the Administration Fees that they are liable to pay pursuant to this Agreement and understands that all sums due by way of Administration Fees will need to be paid by the Resident at the time that they are incurred and invoiced to the Resident*].
- 9 The Resident [*wishes to defer the interest that they are liable to pay pursuant to this Agreement / does not wish to defer the interest that they are liable to pay pursuant to this Agreement and understands that all sums due by way of interest will need to be paid by the Resident at the time that they are incurred and invoiced to the Resident*].
- 10 Where the Resident's weekly assessed income exceeds the Appropriate Minimum Guarantee, the Council will not agree to defer, and will require the Resident to pay when invoiced, the Resident's Weekly Contribution.
- 11 The Council has obtained a valuation of the Property prior to entering into this Agreement. [*The Resident requested an independent valuation of the Property*]. Following consideration of the valuation[s] the Council and the Resident have agreed the value of the Property as at the date of this Agreement.

- 12 Annex A records the relevant figures as at the date of this Agreement. The parties understand that the figures are liable to vary during the currency of this Agreement and so the amount which the Resident is liable to pay when incurred and the amount which is deferred is likely to vary from time to time. The Resident will be notified in advance of any changes in the relevant figures, as set out below.

Advice and Information

- 13 It is recorded that prior to signing this Agreement, the Resident [*and the Others*] [*had independent legal advice on the content of this Agreement as follows [insert detail of solicitors]*] / [*were advised of their ability to seek independent legal advice on the content of this Agreement and chose not to do so*].
- 14 It is recorded that prior to signing this Agreement, the Resident was provided with information about their options for paying their care costs by provision of the Paying for Care and the Deferred Payment information pack
- 15 It is recorded that prior to signing this Agreement, the Resident [*and the Others*] had the opportunity to ask questions of the Council in relation to this Agreement and is recorded that [*no questions were raised / the Council answered all questions raised to the satisfaction of the Resident [and the Others] and*] the Resident [*and the Others*] agree that there are no outstanding questions.
- 16 The Resident confirms that they understand this Agreement.

THE PARTIES AGREE AS FOLLOWS:

Definitions

- 17 In this Agreement, unless the context requires otherwise, the following words and expressions have the following meanings:
- 17.1 ‘The Council’ shall mean Monmouthshire County Council and any body which is a successor body to Monmouthshire County Council.
- 17.2 ‘The Resident’ shall mean *[insert name]*.
- 17.3 ‘The Property’ shall mean *[insert address]* which is registered at the Land Registry *[with Title Absolute]* under title number *[insert title number]*.
- 17.4 *[‘The Others’ shall mean the co-owners of the Property namely [insert name(s)]]*.
- 17.5 *[‘The Attorney’ shall mean [insert name] who is the Resident’s attorney for property and affairs pursuant to a lasting power of attorney dated [insert date] and registered with the OPG on [insert date]]*.
- 17.6 *[‘The Deputy’ shall mean [insert name] who is the Resident’s deputy for property and affairs pursuant to a deputyship order dated [insert date]]*.
- 17.7 ‘The Initial Administration Fee’ shall mean the administration costs incurred by the Council in setting up this Agreement and registering the Charge namely the sum of {£250 plus VAT}.
- 17.8 ‘Valuation Fee’ shall be the reasonable cost incurred by the Council in obtaining a valuation of the Property.
- 17.9 ‘Other Fees’ shall mean the other administration costs incurred by the Council in relation to this Agreement namely:
- 17.9.1 {NA}
- ~~The rates for which will be as set out {where} and which shall vary {when} with the Resident notified of any variation, in advance by {how}.~~
- 17.10 ‘Administration Fees’ shall mean the Initial Administration Fee, any Valuation Fee incurred in accordance with clause 42 and any Other Fees.
- 17.11 ‘Interest Rate’ shall mean the present market gilt rate plus 0.15%.
- 17.12 ‘The Care Home’ shall mean *[insert name]* or any other care home where the Resident is accommodated pursuant to the Council’s Social Services and Well-being (Wales) Act power or duty to meet needs.
- 17.13 ‘Weekly Care Home Fees’ shall mean the sum which the Council has determined the Resident will be charged per week in respect of their accommodation in the Care Home as calculated, from time to time, in accordance with the Care and Support (Charging)(Wales) Regulations 2015/1843 and the Care and Support (Financial Assessment)(Wales) Regulations 2015/1844.

- 17.14 'Additional Care Costs' shall mean the additional costs to be paid (by the Resident or by a third party) as a result of the Resident choosing more expensive care home accommodation and as provided for in the written agreement pursuant to regulation 4 of the Care and Support (Choice of Accommodation) (Wales) Regulations.
- 17.15 'Resident's Weekly Additional Care Costs' shall mean the Additional Care Costs payable by the Resident per week.
- 17.16 'Resident's Weekly Contribution' shall mean the sum which the Resident is required to contribute and which will not be deferred, calculated on a weekly basis pursuant to regulation 6 of the Care and Support (Deferred Payment) (Wales) Regulations 2015/1841 as the amount by which the Resident's assessed income exceeds the Appropriate Minimum Guarantee.
- 17.17 'Voluntary Payments' shall mean any sum, not including the Resident's Weekly Contribution, paid by the Resident or by any third party as part payment towards the Weekly Care Home Fees, [*and/or the Administration Fees*] [*and/or the Resident's Weekly Additional Care Costs*].
- 17.18 The 'Deferred Care Costs' for any period shall mean a sum calculated as follows:
(Weekly Care Home Fees for that period [+ *the Resident's Weekly Additional Care Costs for that period*]) – (Resident's Weekly Contribution due for that period + any Voluntary Payments made during that period).
- 17.19 'The Charge' shall mean the legal charge secured on the Property in accordance with clause 38 below
- 17.20 'The Capital Limit' shall mean the relevant capital limit as set out in regulation 11 of the Care and Support (Charging)(Wales) Regulations 2015/1843.
- 17.21 'The Appropriate Minimum Guarantee' shall be calculated as provided for in Regulation 6 of the Care and Support (Deferred Payment) (Wales) Regulations 2015/1841.

18 As the context allows or requires:

- 18.1 Reference to the singular include the plural and vice versa.
- 18.2 References to each gender include any other gender.
- 18.3 References to persons includes individuals, firms, bodies corporate and other legal entities.
- 18.4 References to clauses and recitals are to clauses, sub-clauses and recitals to this Agreement.

19 As the context allows or requires, reference to the Resident shall include [*the Attorney / the Deputy*] and] any [*other*] attorney or deputy for property and financial affairs for the Resident appointed after the date of this Agreement.

- 20 Clause headings are for convenience only and shall not be taken into account in construing this Agreement.

Accommodation

- 21 The Council will make arrangements for the Resident to be accommodated in the Care Home and the Council will contract with the Care Home for the provision of accommodation to the Resident.
- 22 This provision of accommodation under clause 21 shall continue until the first to occur of:
- 22.1 The death of the Resident.
 - 22.2 The Resident choosing not to be accommodated in a Care Home.
 - 22.3 The Resident no longer having an assessed need to reside in a Care Home.
 - 22.4 The Council no longer having a duty to meet the Resident's needs.

Payment

- 23 The Resident shall pay the Resident's Weekly Contribution to the Council and:
- 23.1 The Council shall notify the Resident {In Writing} {when first placed and thereafter annually on review} as to the Resident's Weekly Contribution which is payable.
 - 23.2 Payment of the Resident's Weekly Contribution shall be made {4 weekly}.
 - 23.3 Payment shall be made by {Direct Debit}.
 - 23.4 Payment of the Resident's Weekly Contribution cannot be deferred.
- 24 *[Within 7 days of signing this Agreement the Resident shall pay to the Council the following sum[s]:*
- 24.1 *Initial Administration Fee. £250.00 plus VAT*
 - 24.2 *Valuation Fee in relation to the pre-Agreement valuation obtained by the Council in accordance with clause 42.1 below].*
- 25 The Resident shall be liable to pay to the Council the Deferred Care Costs for the period when this Agreement is in force. Subject to clauses 28-33 below, these sums shall be deferred and shall be payable in accordance with clause 45. For the purposes of calculation of interest, any such sum shall form part of the deferred sum upon which interest is charged in accordance with clause 27 from the date that the care provision to which the sum relates is provided to the Resident.
- 26 In addition, the Resident shall be liable to pay the following to the Council. *[Subject to clauses 28-33 below, these sums shall be deferred and shall be payable in accordance with clause 45. Any such sum shall not form part of the deferred sum upon which interest is charged in accordance with clause 27 until {7} days after the invoice for the said sum is provided to the*

Resident. / These sums shall not be deferred and shall be payable within {30} days of the date of the invoice].

26.1 [*Initial Administration Fee*]. £250.00 plus VAT

26.2 [*Valuation Fee in relation to [the pre-Agreement valuation obtained by the Council in accordance with clause 42.1 and] [any [subsequent] valuation [other than the pre-Agreement valuation] obtained whilst this Agreement is in force by the Council in accordance with clause 42.2 or 42.3 below]*].

26.3 Any sums invoiced to the Resident from time to time by way of Other Fees.

27 The Resident shall in addition pay the Council interests on all sums due and deferred in accordance with clause[s] 25 [*and 26*] above and:

27.1 Interest will be charged on all sums deferred in accordance with this Agreement from the date the sum is deferred.

27.2 Interest will be charged at the Interest Rate.

27.3 The Interest Rate is subject to change every six months (with rate changes taking effect from 1st January and 1st July each year).

27.4 Interest will be calculated every 4 weeks.

27.5 Interest will be calculated on a compound basis (ie each 4-weekly interest charge will be calculated by applying the Interest Rate to the total sum owing as at that date namely the total of all sums deferred and all previous interest charged and deferred).

27.6 [*Subject to clauses 28-33 below, interest charged will be deferred on the same terms as to repayment as set out in clause 45 and will form part of the sum secured by the Charge / the Resident shall pay the interest within {30} days of the date of the invoice.]*

27.7 Interest will be charged upon any deferred sums until the date that the sum is repaid in full.

Further Deferred Sums

28 The Council may, temporarily or permanently, refuse to defer further sums in the circumstances set out in clauses 29-32 below.

29 The Council will not defer any sums by way of Weekly Care Home Fees [*or by way of Resident's Weekly Additional Care Costs*] for any period that:

29.1 The Resident's weekly income is such that the Resident's Weekly Contribution equals the total of the Weekly Care Home Fees [*and the Resident's Weekly Additional Care Costs*].

29.2 The Resident does not have a need to reside in a care home; or

29.3 The Council does not have a duty to meet the Resident's needs.

- 30 The Council will not defer any further sums, {save for interest on sums already deferred}, in the event that:
- 30.1 The Resident breaches {specify which terms}, and
 - 30.2 The Council has worked with the Resident to attempt to remedy the breach, and
 - 30.3 The Resident has not remedied the breach to Council's satisfaction.
- 31 If, in accordance with clauses 40.5 or 41.2 or because the equity in the Property is fully exhausted, the Council concludes that the Property no longer provides sufficient security for further sums to be deferred, the Council will not defer any further sums.
- 32 The Council will not defer any further sums by way of Weekly Care Home Fees or Administration Fees once the Resident's net capital, calculated in accordance with Care and Support (Financial Assessment) (Wales) Regulations 2015/1844 and taking into account the sums already deferred, falls to the level of the Capital Limit and:
- 32.1 *[A decision by the Council on this basis not to defer any further sum by way of Weekly Care Home Fees or Administration Fees will not prevent the deferral of further sums by way of Resident's Weekly Additional Care Costs which will continue to be deferred until the total sum deferred exhausts fully the equity in the Property].*
 - 32.2 A decision by the Council on this basis not to defer any further sum by way of Weekly Care Home Fees or Administration Fees will not prevent the deferral of further interest on the sums already deferred which will continue to be deferred until the total sum deferred exhausts fully the equity in the Property.
 - 32.3 In the event that, prior to the termination of this Agreement, the Resident's capital increases to a level where the Resident's net capital, calculated in accordance with Care and Support (Financial Assessment)(Wales) Regulations 2015/1844 and taking into account the sums already deferred, exceeds the level of the Capital Limit then the Council will consider whether there is sufficient security for further sums to be deferred.
- 33 Prior to implementing any decision not to defer any further sums, the Council will give the Resident notice that the Council intends to stop deferring any further sums and the notice shall set out:
- 33.1 The date from which the Council will not defer any further sums.
 - 33.2 Which sums the Council will not defer.
 - 33.3 The circumstances, if any, in which the Council will defer further sums.
 - 33.4 What sums, if any, the Resident will need to pay from the point that the decision not to defer any further sums takes effect. This shall be calculated following the Council undertaking a financial assessment in accordance with Care and Support (Financial Assessment) (Wales) Regulations 2015/1844.

Provision of accounts / invoices

- 34 The Council will provide the Resident with an invoice when any Administrative Fees are incurred.
- 35 The Council will provide the Resident with {four-weekly} invoices showing the sums payable by the Resident in relation to the period covered by the invoice and showing which sums are deferred and which sums are not deferred and therefore must be paid within {30} days of the date of the invoice.
- 36 The Council will provide the Resident with a Statement of Account every six months during the time when this Agreement is in force and within 28 days of any request by the Resident. The Statement of Account will set out:
- 36.1 The amount deferred by way of Weekly Care Home Fees in the period since the last Statement of Account was provided.
 - 36.2 The amount deferred by way of the Resident's Weekly Additional Care Costs in the period since the last Statement of Account was provided.
 - 36.3 The amount of interest deferred in the period since the last Statement of Account was provided.
 - 36.4 The amount deferred by way of Administration Costs in the period since the last Statement of Account was provided.
 - 36.5 The amount deferred by way of Weekly Care Home Fees since the start of the Agreement.
 - 36.6 The amount deferred by way of the Resident's Weekly Additional Care Costs since the start of the Agreement.
 - 36.7 The amount of interest deferred since the start of the Agreement.
 - 36.8 The amount deferred by way of Administration Costs since the start of the Agreement.
 - 36.9 The total sum deferred since the start of the Agreement (ie the total that they owe).
 - 36.10 An estimate of the equity remaining in the Property calculated taking into account the most recent valuation of the Property and the total sum deferred.
 - 36.11 A projection setting out, approximately, when the Resident's capital is likely to fall to the level of the Capital Limit.
- 37 Following the death of the Resident, the Council shall provide the Resident's estate with a Statement of Account no earlier than 2 weeks after the death of the Resident unless the estate makes an earlier request for a Statement of Account.

Security

- 38 The Resident consents to the Council securing a legal charge ('the Charge') on the Resident's interest in the Property to secure payment of all sums due from the Resident under this Agreement and:
- 38.1 *[The Resident agrees that the Charge shall have priority over and rank before any other charge or other sum secured on the Property].*
- 38.2 *[The Resident / the Attorney / the Deputy]* will, on any request by the Council, promptly sign any document necessary to enable the Council to secure the Charge.
- 39 *[The Others consent to the Council securing a legal charge ('the Charge') on the Resident's interest in the Property to secure payment of all sums due from the Resident under this agreement and:*
- 39.1 *The Others agree that the Charge shall take priority over and rank before any interest the Others have in the Property.*
- 39.2 *The Others will, on any request by the Council, promptly sign any document necessary to enable the Council to secure the Charge].*
- 39.3 *The Others agree not to object to a sale of the Property at the point the sums charged on the Property become payable in accordance with clause 45 below.*
- 40 The Resident shall keep the Property maintained in *[a good and reasonable state of repair / its current state of repair]* and
- 40.1 The Resident shall permit the Council to inspect the condition of the Property on an annual basis.
- 40.2 The Council shall give the Resident 30 days notice of the date of any such inspection.
- 40.3 If the Council considers that the condition of the Property is unsatisfactory, the Council shall promptly inform the Resident of the areas of concern, the steps to be taken to remedy the concerns and the timescale for the concerns to be remedied.
- 40.4 In addition to the annual inspections, in the event that the Council has notified the Resident that the condition of the Property is unsatisfactory, the Resident shall permit the Council to undertake further inspections as requested by the Council in order to inspect the progress of any remedial works.
- 40.5 In the event that the Resident does not remedy any concerns about the condition of the Property within the timescale identified by the Council, the Council will consider whether the Property represents sufficient security for further sums to be deferred in accordance with this Agreement and, if not, Council will not defer any further sums until such time as it is satisfied that adequate security is in place.
- 41 The Resident shall keep the Property fully insured and:

- 41.1 The Resident shall provide the Council with a copy of any certificate of insurance for the Property forthwith upon the insurance being entered into and within 7 days of any request by the Council.
- 41.2 In the event that the Resident does not, upon any request by the Council, provide the Council with a certificate showing sufficient insurance is in place for the Property, the Council will consider whether the Property represents sufficient security for further sums to be deferred in accordance with this Agreement and, if not, the Council will not defer any further sums until such time as it is satisfied that adequate security is in place.
- 42 In order to ensure that the security provided by the Charge is sufficient for future sums to be deferred, the Council will keep under review the value of the Resident's interest in the Property and:
- 42.1 Prior to entering into this Agreement, the Council will obtain a valuation of the Property and the Council entering into this Agreement represents an agreement by the Council that the Resident's interest in the Property is sufficient for this Agreement to be entered into.
- 42.2 When the amount deferred, including interest, reaches 50% of the value (as at the date of this agreement) of the Resident's interest, the Council will obtain a further valuation of the Property.
- 42.3 The Council will from time to time obtain a further valuation when the Council considers it reasonably necessary taking into account the sum deferred to date and any general movements in the property market.

Use of Property

- 43 The Resident shall not rent out the Property or allow any person to occupy the Property without first obtaining the Council's consent and:
- 43.1 Consent shall be sought by contacting the Council in writing by {contacting Monmouthshire County Council, Social Care, Safeguarding and Health, Finance Team, County Hall, The Rhadyr, Usk NP15 1GA}.
- 43.2 If consent is sought to rent the Property, the request must be accompanied by a copy of the proposed tenancy agreement which must specify the rent to be charged.
- 43.3 The Council shall not unreasonably withhold consent.
- 43.4 The Council shall grant/refuse consent in writing.
- 43.5 The Council shall specify, in any consent granted, the scope of the consent and what proportion of any rent the Resident will be permitted to retain without it being taken into account as income as set out in clause 43.6.2.
- 43.6 If consent to rent the Property is given:

- 43.6.1 The Resident shall provide the Council with a copy of any signed tenancy agreement within 7 days of it being signed and shall notify the Council within 7 days in the event of the tenant vacating the Property.
- 43.6.2 The rent received by the Resident will be taken into account as income (less the proportion which the Council has permitted the Resident to retain as in clause 43.5) for the purposes of assessing the sum that the Resident must pay by way of the Resident's Weekly Contribution.
- 43.6.3 The Council will undertake a financial re-assessment to calculate the sum payable by way of the Resident's Weekly Contribution and shall notify the Resident, in writing, of the sum payable.

Disposal of Property

- 44 The Resident shall notify the Council in advance if they intend to sell, give away or otherwise dispose of the Property or their interest in the Property and:
 - 44.1 The Resident shall notify the Council of the identity of any estate agents acting in the sale of the Property within 7 days of the agents being instructed.
 - 44.2 The Resident shall notify the Council of the identity of any solicitors acting for the Resident in relation to any sale or disposal within 7 days of the solicitor being appointed.
 - 44.3 The Resident shall provide the Council with {monthly} updates in relation to the progress of the sale/transfer of the Property and shall respond promptly to any request by the Council for further information.

Repayment

- 45 All sums deferred will fall due for payment on the first to occur of:
 - 45.1 The sale of the Property or of the Resident's interest in the Property.
 - 45.2 The disposal of the Property or of the Resident's interest in the Property.
 - 45.3 The day 90 days after the death of the Resident.
- 46 If the sums deferred fall due following the death of the Resident (ie in accordance with clause 45.3 above) the Council will consider the steps being taken to pay the sums due and if the Council considers that active steps are not being taken to pay then the Council may initiate legal proceedings to recover the sums due. In particular, the Council is likely to initiate proceedings if it concludes that the executor/administrator of the Resident's estate is wilfully obstructing the sale of the Property and/or is failing to market the Property for sale in circumstances where there is no other method proposed to pay the sums due to the Council.

- 47 If the sums deferred fall due following sale or disposal (ie in accordance with clause 45.1 or 45.2 above) in circumstances where the entire sum due is not paid at the point of sale/disposal, the Council {may/is likely to} initiate legal proceedings to recover the remaining sum due.

Termination

- 48 The Resident may notify the Council that they wish to terminate this Agreement at any time by providing notice in writing, to the Council at { Monmouthshire County Council, Social Care, Safeguarding and Health, Finance Team, County Hall, The Rhadyr, Usk NP15 1GA } at least {14} days before they wish to terminate the agreement stating the proposed termination date.
- 49 This Agreement shall be terminated once the Resident has paid to the Council all sums owing under this Agreement.
- 50 In the event that the Resident notifies the Council that they wish to terminate the Agreement, the Council will:
- 50.1 Not defer any further sums from the proposed termination date.
- 50.2 Provide the Resident, within 7 days of receipt of the notice to terminate, with a Statement of Account showing all sums owing under this Agreement as at the proposed termination date and how payment must be made.
- 51 Upon the Resident both providing notice that they wish to terminate the Agreement and paying of all sums owing under this Agreement, the Council shall forthwith remove the Charge and shall notify the Resident that the Charge has been removed and the Agreement terminated.

Costs

- 52 Each party shall bear their own costs in relation to the negotiation, execution and implementation of this Agreement save that the Resident shall be liable to pay the Administration Fees as set out in this Agreement.

Entire Agreement

- 53 Each party acknowledges that they have not relied upon or been induced to enter into this Agreement by a representation except to the extent that the representation is expressly stated in this Agreement. Neither Party will be liable to the other Party (in equity, contract or tort, under the Misrepresentation Act 1967 or in any other way) for a representation that is not expressly stated in this Agreement. This clause does not affect a Party's liability in respect of a fraudulent misrepresentation or its own wilful default in this regard.

Governing Law and Jurisdiction

- 54 This Agreement and any obligation, dispute or claim (including non-contractual ligations, disputes or claims) arising out of or in connection to it is governed by and shall be construed in accordance with the law of England and Wales as in force in Wales.
- 55 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter of formation.

ANNEX A

56 As at the date of this Agreement:

56.1 The value of the Property is [insert amount]

56.2 The value of the Resident's interest in the Property, after taking into account notional costs of sale at [10] % is [insert amount]

56.3 The Capital Limit is £50,000.

56.4 The Appropriate Minimum Guarantee is £43.90 as at 14/02/2025 (Reviewed annually by Welsh Government)

56.5 The Care Home is [insert name].

56.6 The Weekly Care Home Fees

56.7 The Resident's Weekly Additional Care Costs

56.8 The Weekly Contribution

56.9 The Weekly Deferred Sum

57 As at the date of this Agreement:

Item	To be deferred?
Weekly Care Home Fees	Yes
Resident's Weekly Additional Care Costs	<i>Yes/No</i>
Interest	<i>Yes/No</i>
Initial Administration Fee	<i>Yes/No</i>
Valuation Fee – pre agreement valuation	<i>Yes/No</i>
Valuation Fee – further valuation(s)	<i>Yes/No</i>
Other Fees	<i>Yes/No</i>

Income Assessment Team Contact Details

The Income Team are part of the Finance Team which is based in County Hall Usk.

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

By Post

Monmouthshire County Council,
County Hall,
The Rhadyr
Usk,
NP15 1GA.

By Email

incomeassessors@monmouthshire.gov.uk

By Telephone

Jennie Janes - 01633 644451
Lauren Davies - 01633 644772

Social Care, Safeguarding and Health Financial Assessment Form

Monmouthshire County Council will use the information you give 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 calculated as specified in the Social Services and Well-being (Wales) Act 2014.

The information provided should be for the service user. However if you provide information for your partner as well we can check whether you are receiving the correct amount of benefits as a couple. If we believe you are not receiving the correct benefit entitlement we will notify you in writing.

PID NO.

**Lead
Worker**

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

YOU

YOUR PARTNER

N.I. NUMBER

Mr/Mrs/Ms/Other

NAME

Mr/Mrs/Ms/Other

ADDRESS

Post Code

Post Code

TELEPHONE NO

DATE OF BIRTH

E-MAIL

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.

☐

**Now go to Part 7.
Please sign and date 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

☐

Temporary Residential / Nursing Care

☐

Non-Residential (incl. Short Term/Respite)

☐**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
			£	£	£	£
			£	£	£	£
			£	£	£	£
			£	£	£	£

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 _____

How Long Have You Lived At This Address: _____.

Approx Value of Property: £ _____

Holder of Life Interest ☐ Equity Release ☐ 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 ☐

Address of property:

If **yes**, are you Sole owner ☐ Joint Owner ☐ With _____

Approximate Value of Property: £ _____

Holder of Life Interest ☐ Other ☐ Please state _____

Is anybody living in your property? YES ☐ NO ☐

If **yes**, who will be living there? _____

PART 2 cont. YOUR HOME AND PROPERTY

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 below, include address of property.

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

☐

NO

☐

If **yes**, please give details (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:

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

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

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.

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 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:

How Much?

Salary/Wages

☐

£

_____ per week / month

Income from Farm

☐

£

_____ per week / month

Rent from Property

☐

£

_____ per week / month

Equity Release Scheme

☐

£

_____ per week / month

Trust fund payment

☐

£

_____ per week / month

Insurance Policy

☐

£

_____ 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: Please provide minimum of 3 months statements to support these figures.

1 Name of Account Holder: Bank / Building Society Name/Address: Account No: Balance £ _____ as at _____	2 Name of Account Holder: Bank / Building Society Name/Address: Account No: Balance £ _____ as at _____
---	---

3 Name of Account Holder: Bank / Building Society Name/Address: Account No: Balance £ _____ as at _____	4 Name of Account Holder: Bank / Building Society name/Address: 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 £ _____
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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: £ _____
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Premium Bonds	Amount Held £ _____	Amount Held £ _____
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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

--

THE FOLLOWING IS TO BE COMPLETED FOR RESIDENTIAL / NURSING CARE ONLY:

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
Other (e.g. House Insurance)		£	Per week / month			£	Per week / month

PART 7 DECLARATION

Print Name: _____ N.I. Number: _____

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

Signed: _____ Date: _____ Witnessed by: _____

If signing as a POA or Deputy please provide documentation to confirm

Please Remember to attach Bank Statements

- I understand that this is a legal document and I declare that to the best of my knowledge the information I have given in this form is true, correct and complete. 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 Services of any changes in my financial circumstances.
- I agree that Monmouthshire County Council may obtain information from or provide information to third parties such as the Department for Work and Pensions, Housing Benefit or Council Tax on a continuing basis, with a view to ensuring that the information is accurate.
- For MCC Privacy statement please visit www.monmouthshire.gov.uk/your-privacy
- 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 insurance element is disregarded for assessment purposes. However, income from investment bonds with or without life assurance is taken fully into account.

PART 7 Cont. DECLARATION

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 correspondence to someone other than yourself in the future please give their details below.

Correspondence Name and Address: _____

Email: _____

Should you have any queries regarding this form, please contact the Income Assessors as follows:

Tel: Jennie Janes - 01633 644451
Lauren Davies - 01633 644772

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 and search for the National Fraud Initiative.

Additional Information

Please add any additional information that you wish us to be aware of.