

# CUSTOMER & THIRD PARTY TOP-UP GUIDANCE

JULY 2015 – VERSION 0.3 (FINAL)

LONDON BOROUGH OF EALING



# Contents

<b>1</b>	<b>Purpose of customer and third-party top up guidance</b>
<b>2</b>	<b>Right to choose</b>
<b>3</b>	<b>If the person is in hospital</b>
<b>4</b>	<b>Customer or third party top-up payments</b>
<b>5</b>	<b>Key points to note before commencing with a top-up arrangement</b>
<b>6</b>	<b>What will be in the written agreement?</b>
<b>7</b>	<b>Accommodation under Section 117 of the Mental Health Act 1983</b>
<b>8</b>	<b>Top-up financial questionnaire <i>(embedded document)</i></b>
<b>9</b>	<b>Top-up agreement <i>(embedded document)</i></b>
<b>10</b>	<b>Process / flowchart</b>

## 1. Purpose of customer and third-party top up guidance

This guidance outlines the 'top-up' arrangements for a person receiving care and support in one of the following settings:

- Registered residential or nursing care home;
- Supported living accommodation;
- Shared lives scheme

If a person wishes to choose a placement option costing more than the amount that has been specified in their personal budget for the provision of accommodation of that type, then the council can seek a top-up payment.

For the purposes of this guidance a personal budget is the cost to the council of meeting those needs which it is required or has decided to meet and identified these in the persons care and support plan.

## 2. Right to choose

The care planning process will identify how needs are to be met. Where this involves one of the above types of accommodation (set out above), then the person will have a right to choose between different services providers or locations e.g. the person may wish to choose a placement near to where they live; or opt to move to a different area to be closer to family; or choose a specialist home such as one run by a religious organisation. *Cross-border regulations are in place should someone wish to be placed in Wales, Scotland or Northern Ireland.*

There are 6 conditions which need to be met in determining choice:

- **Needs**

The care and support plan (or carers support plan incorporating services for a cared for person) must specify that a persons' needs will be met in a care home; shared lives scheme; or a supported living accommodation setting

- **The type of accommodation**

The preferred accommodation must be the same as is specified in the persons plan. -A person is not able, for example, to choose a particular care home if their care and support plan specifies that their needs are to be met by the provision of supported living accommodation.

- **Suitability**

The accommodation must be suitable to meet eligible needs

- **Cost**

The council must ensure that more than one option is available and that the amount in the personal budget is sufficient to meet the persons' needs; and importantly that at least one the options is within the personal budget.

- **Availability**

The accommodation must be available. If the person does not want different accommodation then it may be necessary for them to go on a waiting list until a vacancy is available. In this event interim arrangements will be put in place, which could involve a temporary stay in alternate accommodation or a package or a package of care in the person's home.

- **Terms and conditions**

The service provider of the specified accommodation must agree to the council's usual terms and conditions.

### **3. If the person is in hospital**

If the person is going to move from hospital to accommodation of their choice, then once medical staff are sure that the person can be discharged from hospital the law requires that the council must arrange their move within a very short period. If the accommodation that they choose does not have an available vacancy, the hospital will NOT allow the person to stay in hospital until a place becomes available – in this circumstance the person will need to be placed in a temporary placement, as set out above.

### **4. Customer or third party top-up payments**

The person may choose an accommodation setting that costs more than the amount identified in their personal budget. If they do, then they (in certain circumstances) or a family member, friend or charity, must be willing and able to make a top-up payment to cover the difference between the service providers weekly rate and the amount in the person's personal budget for the duration of their stay. This is referred to locally as a

customer or third party top-up payment. Any third-party can agree to make top-up payments on the customers behalf provided that the council is satisfied that they can afford to do so for the likely duration of the placement. A customer is only able to make top up payments where:

- They have entered into a Deferred Payment Agreement for their care and support charges;
- They are within the first 12 weeks of becoming a permanent resident in a care home, during which the value of their property is being disregarded for the purposes of the council's financial assessment; *or*
- The accommodation is being provided under Section 117 of the Mental Health Act 1983

The amount identified in a persons' personal budget will be sufficient to meet their needs and the council will aim to offer the person up to 3 options with at least one of these options affordable within the persons' personal budget

The council will not force someone into paying a top-up fee if there is no suitable accommodation available within the amount in the personal budget. In these circumstances, the persons' personal budget will be adjusted to meet the costs of the accommodation identified to meet the persons assessed eligible needs.

## **5. Key points to note before commencing with a top-up arrangement**

It is important that customers are aware of the following:

- The person paying the top-up should be aware that the top-up amount may vary as service providers' review their fee levels and this may affect the level of the top up payment.
- The personal budget will be considered in the regular reviews of a customer's care and support plan and may increase to ensure the amount is sufficient to meet their eligible needs. This may result in the top up amount being reduced.
- Conversely, the service provider of the preferred accommodation may increase their costs. Unless this is matched by an increase in the customer's personal budget the additional cost will be passed on to the payer of the top up. If the top up amount

increases in this way the council may need to review whether the payer is able to maintain the top up payments.

- The top-up payment will always be the difference between the service providers' weekly rate and the persons' personal budget.
- Whoever is paying the top-up i.e. the customer or the third party will need to sign a written agreement confirming that they are willing and able to meet the difference in cost and will continue to do so throughout the persons stay. The preferred placement will not commence without a signed agreement being in place.
- Prior to signing the agreement, the person paying the top-up will have to satisfy the Council that they can afford the weekly top up amount. They will need to complete a Top-up Financial Questionnaire providing details of their assets and liabilities, as well as their income and expenditure.
- If the person paying the top-up CANNOT satisfy the Council that they will be able to afford the top up for the duration of the persons stay, then the Council will NOT agree to arrange care and support with the preferred service provider.
- If the person paying the top-up is unable to continue to pay the difference then the person will have to move to another room within the accommodation or to other accommodation that charges fees that are within the amount set in the persons' personal budget.
- Any move to other accommodation will only take place after re-assessment of the persons needs to make sure that the alternate accommodation is right for them.
- Where the council incurs the costs of the top up payment prior to making alternative arrangements within the customer's personal budget, the council will seek to recover these costs from the top up payer under the top up agreement.
- If there is an increase in the difference between the service provider rate and the declared personal budget then the person paying the top-up will increase their top-up contribution

## 6. What will be in the written agreement?

- The amount of the top up payment
- The amount of the person's personal budget
- How often payments are to be paid
- To whom the payments must be paid
- The consequences should the person be unable to continue to make a payment.
- The effect of any increases in charges made by the service provider
- The effect of any changes in the financial circumstances of the person paying the top-up

## 7. Accommodation under Section 117 of the Mental Health Act 1983

A person who qualifies for the provision of aftercare services under S117 of the 1983 Act may be provided with accommodation where necessary to meet needs arising from their mental disorder. If provided with accommodation under that section the person has the same rights to choose their preferred accommodation as above, save for the following differences:

- Instead of a care and support plan they will have an aftercare plan.
- They will not have a personal budget. A top up payment will therefore be required where the cost of the preferred accommodation exceeds the usual costs to the Council of providing that type of accommodation. The top up amount will be the difference between this usual cost and the cost of the preferred placement.
- The choice of accommodation will only apply to those customers over 18 years of age.

## 8. Top-Up Financial Questionnaire



Customer & Third  
Party Top Ups - Finar

## 9. Top-Up Agreement



CUSTOMER & THIRD  
PARTY CONTRIBUTIC

## 10. Process / flowchart

