

Community Health and Social Care Service

Social Care Policy (Adults)

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1. Purpose

1.1 The purpose of this policy is to:

- Ensure that those in need of support from Adult Social Care have an understanding of the processes used and to ensure that an assessment is a positive and supportive experience
- Ensure that all staff within Adult Social Care are fully informed
- Ensure that Adult Social Care is sustainable whilst supporting those with eligible needs

2. Aims

2.1 Our aims outlined below will ensure that the service provided is clear and transparent and we are accountable in all that we do. We aim to:

- Provide high quality care in a safe and supportive way
- Ensure that we meet our legal duties
- Ensure that we offer a person centred approach with the person as the expert in their needs
- Ensure that we have clear timescales and targets
- Ensure that we meet people's care and support eligible needs whilst not creating dependencies
- Be accountable and transparent in all that we do
- Ensure that we provide a consistent approach through clear policies, procedures and guidelines
- Communicate effectively at all times
- Ensure that persons are fully informed throughout the Person Support Journey

3. Our approach

3.1 Our approach is one of an asset and strengths based approach. This means that we look to:

- A person's strengths and skills

- A person's network (family, friends, carers, etc.)
 - The community resources
- 3.2 A person may already have the skills they need to improve their situation but may need to be put in contact with the right resources in the community to flourish.

This conversation will be had at the beginning of our involvement.

- 3.3 The asset and strengths based approach aims to deliver a better and more successful outcome whilst reducing the demands on services.
- 3.4 If a person still has care and support needs following this, we will look to undertake an assessment to see how we can support further.
- 3.5 Our approach will encompass the following:
- Consistency and transparency
 - Timely assessments
 - Where care and support services are required, we will commission these in a timely manner
 - A strengths based and asset based approach will be utilised at all times
 - To be person-centred and accountable in the way we engage with people with care and support needs
 - To ensure robust assurance and monitoring mechanisms are adopted so we are fully accountable, continually learning and enhancing service provision
 - Based on clear and effective communication so the person being assessed is involved in every stage of their assessment
 - Involve the person in every stage of the assessment through clear and effective communication

4. Legislation

- 4.1 There are multiple pieces of legislation, regulations and guidance that impact on the way we approach social care. These are briefly outlined below for your information.
- **The Care Act 2014**
- The Care Act places duties and responsibilities on Local Authorities regarding the care and support of adults.

- Under the Care Act, as a Local Authority, we have a duty to those who live in our area.
- We have to ensure that people receive services that prevent a deterioration in their needs.
- We must ensure that people have access to information and advice to ensure they make informed decisions regarding their care and support.
- We must ensure that we have high quality services in the area that can provide people with services to meet their needs.

➤ **The Mental Capacity Act (MCA) 2005**

- A person has the right to make their own decisions unless they have had an assessment showing they do not have capacity.
- A person will be assumed to have capacity unless there is an assessment showing that they do not have capacity.
- Support should be provided to empower people to make their own decisions before it is assumed that they don't have the capacity.
- Any decisions made must be in the person's best interests and restrict their freedom as little as possible.

➤ **The Care and Support (Eligibility Criteria) Regulations 2014**

- The national eligibility criteria sets a minimum threshold for adult care and support and carer support. All Local Authorities must at a minimum meet needs at this level.

➤ **The Care and Support (Charging and Assessment of Resources) Regulations 2014**

- This outlines what the Local Authority needs to take into account when assessing the financial resources of an individual to establish how much they are able to pay towards the cost of meeting their care needs.

➤ **Mental Health Act 1983**

- This legislation outlines the rights of people with mental health problems regarding assessment and treatment both in hospital and in the community.

➤ **General Data Protection Regulation (GDPR) 2018**

- This outlines our legal duty to ensure the retention of personal information is fair, relevant, secure and not excessive.
- Personal information must only be retained for as long as it is required.
- Gives rights to people to access the personal information we store.

- Outlines rights to withdraw consent for information given.

5. Responsibilities and expectations

- 5.1 We are responsible to everyone who contacts Adult Social Care, regardless of whether they have eligible needs.
- 5.2 We have a responsibility to the local community to ensure that Adult Social Care remains stable and that we are able to fulfil our duties.
- 5.3 Our responsibilities include:
 - All information given will be clear, comprehensive, impartial, consistent and accurate. It will be given at an appropriate stage and recorded accurately
 - We will communicate clear timescales and work to achieve these in the majority of cases
 - Using a variety of communication channels and formats, including face-to-face, online, print and telephone
 - Providing an assessment to people who have social care needs, assessing eligibility and supporting them to make a decision on the types of support services they wish to access
 - Record keeping will be to a high standard with accurate spelling and grammar, no jargon and will always be professional and respectful
 - For our staff to use their specialist skills to support people to find personal and non-traditional ways to support vulnerable people by utilising their current strengths/ assets in their local community
 - Providing sufficient information on alternative provisions of care and signposting to other agencies where appropriate
 - Providing information and advice which enable a person to make an informed choice
 - Promoting wellbeing when assessing an individual's needs, developing support plans or undertaking reviews. This will vary depending on the individual and their goals, needs and wishes
 - Ensure the person being assessed understands how we will work with them to look at ways of meeting their needs
 - Agree the assessment with the people as they are the expert in their own needs and outcomes
 - Co-produce the support plan with the person, ensuring their needs are being

met in an appropriate yet agreed way

- Provide support to unpaid carers to enable them to continue their caring role for as long as they wish to do so

5.4 Our expectations include:

- For people to be open to a strengths and assets based approach and to focus on their skills, strengths and community to support them to retain their independence
- For people to work collectively with their allocated worker and to engage in all stages of the assessment process
- For the assessment process to be effective it is essential that the person being assessed, or their representative, works collectively with their allocated worker and engages in all stages of the assessment process. This includes being open, honest and transparent; having realistic expectations and considering their own strengths within the assessment. It may be that we look at non-traditional ways of meeting needs, including self-help, drawing on local community resources and assistive technology.

5.5 Taking a collective approach, with clear responsibilities for all parties will ensure that the process is person-centred, effective and collaborative, leading to positive outcomes.

6. A Person's Adult Social Care Journey

Referral and First Contact

6.1 The first contact with Adult Social Care may come from a variety of sources, including:

- Oldham's Multi Agency Safeguarding Hub (MASH)
- General Practitioner or other Health Professional
- Hospital
- Self-referral
- Referral from someone else e.g. friend

6.2 If there is reason to believe that an individual has care and support needs which could be met by social care support, first contact will be established. However, this initial discussion will be used to assess if there may be eligible needs, and provide support to prevent the need for later referrals due to an escalation in needs.

6.3 Adjustments in communication will be made to ensure that people are fully supported.

6.4 An appropriate person, or advocate, will be engaged if the individual has difficulty

in understanding information, retaining information, weighing up information and decision making, or communicating their feelings and wishes.

- 6.5 It will be assumed that an individual has capacity unless it has been established that they lack capacity. If an individual appears to lack capacity, then an assessment under the Mental Capacity Act (MCA) will be undertaken.⁵
- 6.6 If this contact does not relate to social care support then this individual will be provided with advice or signposted to an appropriate organisation.
- 6.7 Any individuals who present for an assessment of needs must be checked on the case management system to establish if they already receive care and support services. If known to us new information would then be passed to the allocated team.
- 6.8 The outcome of a first contact could be an assessment, advice and information provision or a referral into other relevant services.
- 6.9 At the first contact the person will be informed of what they can expect and the possible outcomes of the discussion. If the person is referred for an assessment they must be informed of the timescales associated with the assessment process.
- 6.10 For all appropriate referrals, relating to social care support, the first contact will be used to establish if there is an appearance of eligible needs, which would require an assessment to assess this further. This will be passed to the relevant social care team to complete the assessment process.
- 6.11 If an individual does present with unmet needs that are urgent, a care package will be put into place immediately.
- 6.12 The final decision on eligibility to receive care and support lies with social care.
- 6.13 If a safeguarding concern is raised regarding an adult then the Safeguarding Procedure must be followed. You can access this procedure at:

https://www.oldham.gov.uk/downloads/file/4896/operational_procedures

Assessment of Care and Support Needs

- 6.14 Once the first contact has been made the needs assessment will take place. The location, time and date of the assessment will be agreed with the person in advance. However, in some circumstances it may be necessary for staff to visit someone without an appointment, for example, where there are concerns about risk.
- 6.15 Through the assessment process any eligible needs will be identified. We will only pay for identified unmet eligible needs. If the person wishes to fund other needs, they will need to meet the cost of those services.
- 6.16 Eligible needs are set out in The Care and Support (Eligibility Criteria) Regulations (2014).¹

- 6.17 It must be outlined to the person that should they wish to, they may have family, friends or carers at the assessment. This is the person's choice and they must be empowered to make this decision.
- 6.18 If the person requires support through the assessment process they will be offered an independent advocate. They should be facilitated to engage with their advocate prior to and after the assessment to ensure that they fully understand the process and the outcomes they would like to achieve.
- 6.19 The service has a legal duty to meet any eligible needs, and it is expected that relevant advice and signposting will be given at this point.
- 6.20 You must promote independence, recognise the effects of loneliness and respect the person's dignity and personal choice throughout the assessment process.
- 6.21 The Social Care Assessor will screen the person for Continuing Health Care (CHC) where they have a presenting health need. This is to ensure that any potential eligible healthcare needs can be identified for health professionals to undertake a full assessment. If a full CHC assessment is required, this will be organised promptly.
- 6.22 The person must be encouraged to be fully involved in the assessment. Where a person does not engage in the assessment process due to their own choice, the service does not have a duty to provide services, except where these are related to safeguarding concerns.
- 6.23 A holistic approach to the person and their wider network of family and friends must be considered in the assessment, alongside any caring roles that the person may have. Where the person is a carer, they must be offered a carers assessment.
- 6.24 The Carers Strategy is also available to view at the below link
https://www.oldham.gov.uk/downloads/file/5223/oldham_carers_strategy_2018_-_2021
- 6.25 The Social Care Assessor must fully document their decision-making rationale throughout the assessment on the case management system.
- 6.26 As part of the assessment process consideration will be given to the identification of risk and where necessary an appropriate risk assessment will be undertaken and will be subject to review as required.
- 6.27 A risk assessment can be completed at any time for a person following their initial assessment, throughout their involvement with Adult Social Care. If there is a change in circumstances of an individual, and therefore a change in risk this will be updated by the Social Care Assessor through completing an updated risk assessment.

Personal Budget and Resource Allocation System (RAS)

- 6.28 We use a resource allocation system (RAS), to work out how much money a person needs to meet their care and support needs.

- 6.29 The RAS calculates a personal budget. This is the amount of money a person may need to meet their eligible needs. The RAS produces a score which tells us what an individual's budget may be, this is called an Indicative Budget. The indicative amount will reflect any natural support that the person may be receiving.
- 6.30 The Indicative Personal Budget is used to plan appropriate care and support to meet the eligible needs and established goals.
- 6.31 A person can use their Personal Budget to:
- Meet identified outcomes on the support plan
 - Purchase services to meet care and support needs
 - Pay someone to provide support e.g. a Personal Assistant
 - Purchase Services to provide support to live independently at home
 - Purchase respite services
- 6.32 A person cannot use their Personal Budget to:
- Employ a family member or someone who lives in the same house to provide care and support, although some exceptions can be made in exceptional circumstances
 - Pay for items such as household bills
 - Pay for residential or nursing care services
 - Purchase alcohol, cigarettes, tobacco or drugs
 - Purchase food and drink
 - Pay for health needs or transport costs
 - Gamble
 - Undertake illegal activities

Care and Support Plan

- 6.33 When a person is assessed as having eligible needs we will work with them to co-produce a support plan which will identify how the needs will be met and the outcomes they want to achieve.
- 6.34 The plan will outline how the needs can be met with subsequent outcomes/ goals. The outcomes will be agreed by the service and the person.
- 6.35 The support plan will be co-produced with the person and it will be person-centred.
- 6.36 The final support plan can be discussed with family and friends, should the person wish to do so and they give their consent.
- 6.37 Social Care Assessors will explain the variety of support that is available to meet a person's needs. These could include:
- Home care packages
 - Reablement packages

- Short term residential stays
- Permanent residential or nursing stays
- Direct payments for PA support, day care or other identified activities
- Supported living
- Assistive technology or telecare
- Shared Lives

6.38 Once the support plan has been agreed it must include:

- The needs identified in the assessment
- To what extent the needs meet the eligibility criteria
- The needs that the service will meet and the care package that will be put into place to do this
- Any other support the person is accessing already, such as support from an unpaid carer or natural support
- The outcomes that the plan will achieve
- The frequency of the activities
- The indicative and final personal budget amounts

6.39 The support plan will be sent for authorisation with the completed assessment. Once approved, the provision will be commissioned.

6.40 Once agreed the support plan must be signed by the person and uploaded onto their social care record.

6.41 A copy of the final support plan will be provided to the person.

Financial Assessment

6.42 The person will be referred at the earliest opportunity for a Financial Assessment which will be undertaken by our Client Finance Team. These results will help the service to determine if any financial contribution may be required for eligible care and support needs and this will be clearly communicated to the person.

6.43 Financial Assessments for care and support services must be aligned with the statutory framework in The Care and Support (Charging and Assessment of Resources) Regulations (2014).³

6.44 A person is entitled to refuse an assessment and any refusal must be documented in Mosaic.

6.45 The Financial Assessment is means tested and looks at the person's income and savings, pension, benefits and other assets.

6.46 If the person is subject to after-care services under Section 117 of the Mental Health Act (1983) they will not be required to financially contribute to their care and support.⁶

6.47 The Financial Assessment will be requested by the Social Care Assessor at the earliest point and where there is an apparent need for care and support.

- 6.48 Clear information must be given to the person regarding the outcome of the Financial Assessment and what they will be expected to contribute to their services.
- 6.49 It must be clearly outlined to the person that they may be required to pay a financial contribution to their care and support.
- 6.50 The results of the assessment must be clearly communicated in writing and the person supported to understand the outcome, should they request this support.
- 6.51 If a person is not eligible for financial support they will be required to fund their own care. A person can choose to have their community services budget managed by the council. There are fees surrounding this service which will be communicated to the person.
- 6.52 If the person does not agree with the results of the Financial Assessment they have the right to a review. Where the person is not satisfied with the outcomes of the review they have the right to appeal (see Section 7 Feedback, Compliments and Complaints).
- 6.53 A deferred payment may be considered if the person owns their own home. This means that the property does not need to be sold immediately to pay for care and support costs. This would need to be repaid at the point the property is sold or at the point the person is no longer eligible for the deferred payment. A person can only take out a deferred payment to pay for care home costs.
- 6.54 For further information on Financial Assessments you can access the full charging policy at:

Non-residential charging policy:

https://www.oldham.gov.uk/downloads/file/4327/non-residential_charging_policy_for_adult_social_care

Residential charging policy:

https://www.oldham.gov.uk/downloads/file/4326/residential_charging_policy_for_adult_social_care

- 6.55 The person must be asked to sign the Information Record Sheet (see Appendix 1) to confirm that they have been provided with the necessary information regarding a possible financial contribution. This will be uploaded onto Mosaic.
- 6.56 The Direct Payment Agreement (see appendix 2) must be signed by the person to enable a Direct Payment to be agreed. The agreement must be explained to the person.

Care and Support Delivery

Third-Party Top-Up Agreements

- 6.57 If a person requires a residential placement and they choose accommodation which is more expensive than our commissioned rate (the amount we will pay), the person may have to pay a top-up towards the cost of their care.
- 6.58 In these cases, a Sustainability Assessment must be completed to consider

whether the top-up arrangement is affordable.

6.60 If the top-up is approved by the council as being financially sustainable, the person or their representative, will be required to enter into a Third-Party Top-Up Agreement. If this top up is not financially sustainable the placement will not be approved by the council.

6.61 For further information on top-ups you can access our policy at:

https://www.oldham.gov.uk/download/downloads/id/4671/adult_social_care_preferred_accommodation_and_top-up_arrangements.docx

Appointeeship/ Deputyship (where a person lacks capacity)

6.62 If during the assessment or review process it is identified that the person lacks the capacity to manage their finances and they have no suitable family members or friends who can support them with this, a referral to the Client Finance Team should be considered for appointeeship/ deputyship. In order for the appointeeship/ deputyship to be considered the following must be provided to the Client Finance Team:

- Completed finance and property referral on Mosaic including financial information
- Capacity Assessment identifying a lack of capacity to manage finances
- Confirmation that there are no suitable friends or family to take on the role
- Details of any financial safeguarding issues
- Confirmation that the process has been fully discussed with the person

6.63 If all the necessary information is not provided then the referral cannot be considered and it will be returned on Mosaic.

6.64 It is important to fully explain to the person what it will mean for their finances to be managed for them and that charges will be incurred for doing this.

6.65 There are significant differences between appointeeship and deputyship and careful consideration should be given as to which option is most suitable.

6.66 Appointeeship is granted by the Department for Work and Pensions and gives the ability to manage a person's benefits and bill payments. It does not give access to any bank accounts, occupational pensions or the authority to be able to sign tenancy agreements.

6.67 If the person has capital assets such as bank accounts, investments, property ownership, occupational pensions or they require tenancy agreements signing then deputyship for finance and property is required from the Court of Protection. This then gives the Client Finance Team the legal authority to manage a person's finances on their behalf.

Hospital Discharge

- 6.68 If the person is admitted to hospital, even if they did not have existing care and support services, they may require an assessment to enable them to be discharged from hospital.
- 6.69 A full review will be completed to assess their current needs and identify whether support from enablement services may be beneficial.
- 6.70 At this point you must discuss with the person that there may be financial charges which they may have to pay based on a Financial Assessment. You must provide the Information Record Sheet and get this signed accordingly.
- 6.71 Where a person had existing needs and these have changed the support plan will be amended to reflect these changes.

Managing Direct Payments

- 6.72 The person can choose to take their personal budget as a Direct Payment which can be managed by themselves or broker managed.
- 6.73 The responsibilities of taking a Direct Payment must be explained to the person, including the duties that they will have as an employer.
- 6.74 If the person chooses to take a Direct Payment, they will be required to sign the Direct Payment agreement. Only once a signed copy is received will the Direct Payment commence.
- 6.75 If you would like further information about your responsibilities when taking a direct payment you can access our Direct Payment toolkit at:

https://www.oldham.gov.uk/info/200247/arranging_and_paying_for_your_social_care/2096/direct_payments/5

- 6.76 This is also available in hard copy format, via your Social Care Assessor.

Individual Service Fund (ISF)

- 6.77 An Individual Service Fund, or ISF, is a contract arrangement between the person with care and support needs and the person providing their services. This is a form of Direct Payment which is paid to the provider or personal assistant directly and they ensure the funds are managed on behalf of the person and in line with the support plan.
- 6.78 If the person wishes to have their Direct Payment managed under an Individual Service Fund, their Social Care Assessor will support them to set up the arrangement with the provider.

Safeguarding

- 6.79 If there is reasonable cause to believe that a person who has a need for care and support services is experiencing or is at risk of abuse or neglect, we have a duty

to ensure they or others at risk are protected. The service does this by investigating the concerns raised and determining if further action is required.

- 6.80 The Oldham Multi-Agency Safeguarding Adults Policy should be followed in instances of concern. This can be accessed at:

https://www.oldham.gov.uk/downloads/file/4707/multi-agency_safeguarding_adults_policy

https://www.oldham.gov.uk/downloads/file/4708/multi-agency_safeguarding_adults_policy_part_2

https://www.oldham.gov.uk/downloads/file/4709/multi-agency_safeguarding_adults_policy_part_3

- 6.81 If an assessment or review is currently underway for a person and a concern is raised, the assessment or review will continue alongside the enquiry. The enquiry will not prevent the assessment or review from being completed and it will not prevent the persons' needs from being met.
- 6.82 Throughout the safeguarding process, the person will be actively engaged in the investigation and decision-making process. Where they are unable to represent their views, a legal representative or independent advocate will be commissioned to support them.

Review

- 6.83 All persons will receive a review of their care and support services to ensure that they continue to meet their needs. If the needs have changed, we will complete a full re-assessment with you and co-produce a new support plan which reflects the changes.
- 6.84 Reviews will be completed on a minimum twelve monthly basis and the timescale will depend on level and complexity of need. Reviews will be completed within the first six weeks of care commencing, this will then be reviewed annually or if a direct payment after the first six months and then annually.
- 6.85 This is a statutory review, and should be completed at least annually, however it may be agreed to be conducted earlier.
- 6.86 If this is not appropriate then a re-assessment will be required, or if safeguarding concerns are raised the safeguarding procedure will be followed.
- 6.87 Following the implementation of a new care package there will be a six week check in review to assess that the care and support is suitable and meets the person's needs and outcomes.
- 6.88 Any adjustments needed will be made to ensure persons do not become reliant on services and are as independent as possible.
- 6.89 All reviews will be completed in line with the principles of assessment and according to our responsibilities and expectations outlined above.
- 6.90 Persons are able to request a review at any time if they believe their needs or circumstances have changed, and their care and support is no longer

appropriate.

- 6.91 Any urgent situations that arise will be responded to through an unplanned review. A temporary change in care and support is able to be produced through this review, however long term amendments to the support plan will be addressed through a re-assessment.
- 6.92 Any persons who are in permanent residential care will be reviewed annually.
- 6.93 In instances where there is provider failure, we have a responsibility to amend the existing support or identify an alternative provider. If your provider can no longer provide services, we will work with you to review your support and commission a new service.

7. Feedback, Compliments and Complaints

- 7.1 For any feedback, compliments or complaints that you may have with Adult Social Care, our services or staff members please refer to the Oldham Council complaints and feedback policy which can be found at :

https://www.oldham.gov.uk/info/200143/complaints_and_feedback/630/complaints_or_feedback_about_the_council

8. Record Keeping

- 8.1 All information will be kept safe and secure at all times. The council adheres to strict Data Protection and security protocols.
- 8.2 All records will be maintained in line with our Record Keeping Policy. All records will be respectful and informative.
- 8.3 Adult Social Care operates in line with the Oldham Council Guidance on Record Keeping which can be viewed via the link below.

https://www.oldham.gov.uk/downloads/file/4194/guidance_record_keeping

- 8.4 The records we keep can be viewed by the person at any point. To access these a request would need to be submitted to the council. This can be done via the link below.

https://www.oldham.gov.uk/info/200148/data_protection_and_freedom_of_information/758/personal_social_care_information

9. General Data Protection Regulation 2018 (GDPR) and your rights

- 9.1 Oldham Council are the Data Controller under the terms of the Data Protection legislation and we are legally responsible for ensuring that all personal information that we process, hold, obtain, record, use or share about you is done in compliance with the data protection principles.

- 9.2 We process and hold information in order to provide care and support services and to support vulnerable adults, the elderly, those with physical disabilities and carers.
- 9.3 Further information about a person's rights under the new GDPR regulations can be found on the Councils website at:
www.oldham.gov.uk/yourdatarights
- 9.4 Additional privacy notices can also be found on the internet at:
www.oldham.gov.uk/dataprotection

10. Policy Monitoring and review

- 10.1 The Director of Adult Social (ADASS) is accountable as the lead officer for ensuring that Adult Social Care practice is compliant with this policy. This includes ensuring that the monitoring of performance standards is undertaken, and provision is provided to support this monitoring.
- 10.2 Our policy will be reviewed annually and more frequently if any significant changes occur.

11. Glossary

Term	Definition
A Personal Budget	This is an agreed amount of money allocated to a person by the local authority following an assessment of your care and support needs.
Appeal	If the person does not agree with the outcome of their assessment they are entitled to contact the service and have the decision reviewed.
Appointeeship	An appointee is responsible for managing a person's benefits, paying bills and managing small and limited amounts of savings.
Assessment	This is an assessment to establish a person's care and support needs, it helps them understand their situation and the support they require. It can also help them understand their own capabilities and strengths, and how they can use their own personal support network and local community to help meet their needs.
Assets based approach	This approach focuses on positive aspects of the person and the community in which they live.
Broker Managed	A Broker is an external service. You can choose this option for a Direct Payment which means that your chosen broker will manage the Direct Payment for you and the associated tasks such as wage slips, payroll and book keeping. This service is funded by the council.
Carers Assessment	The Carers Assessment establishes a carer's needs for support and the sustainability of the carer's role. It takes into consideration the carer's ability and willingness to continue the caring role, their current and future aspirations, and their potential future needs for support.
Continuing Health Care (CHC)	Where a person's primary need for support is due to a health care need and are assessed as eligible, they will receive funding to meet those needs from CHC, rather than the council.
Council Managed	If you ask the council to manage your personal budget for you and arrange your care and support services, this is often referred to as 'council managed' support.
Deferred Payment	This is an arrangement with our finance team to defer the sale of your home should you need to fund residential care. This is a type of loan and people must be assessed to see if they are eligible for the scheme.

Direct Payment	If you ask the council to pay your personal budget to you directly so you can manage and commission your own support services, this is called a Direct Payment. You may also choose to take your personal budget as a direct payment but ask for a broker or someone else to manage it on your behalf. If you want someone else to manage it on your behalf, you must discuss this with your Social Care Assessor to see if it is agreeable.
Eligible care needs	These are the needs that qualify for support from the Local Authority. These could be met by other methods or provisions other than support arranged by the Local Authority.
Eligibility Criteria	Eligibility for services is defined in The Care and Support (Eligibility Criteria) 2014 regulations which sets out the minimum threshold for adult care and support needs and carer support needs that the service must ensure are met.
Enablement	A short and intensive service (for up to 6 weeks) to help people whose health has deteriorated, and/or have increased care and support needs, to re-learn the skills they need to help to stay safe and independent at home.
Financial Assessment	The Financial Assessment works out how much you have to pay towards your care and support services.
Financial Contribution	This is the amount of money you have to contribute to your care and support services.
Independent Advocate	An Independent Advocate represents the views on behalf of an individual who is unable to do so for themselves. They will not make decisions on behalf of the individual they are representing, but they will help the person to get all the information they need to make decisions about the support they need and support them to be fully engaged in the assessment process.
Indicative Personal Budget	This is the initial estimate of the money that will be required to meet a person's eligible needs, following their needs assessment. This budget may go up or down depending on the person's circumstances before the personal budget is finalised once the support plan is completed and approved.
Outcomes approach	A personal outcomes approach to assessment, planning and review aims to shift engagement away from service-led approaches. This involves everyone working together to achieve the best possible impact on the individual's life.
Person-centred approach	The approach to social care outlined in the Care Act (2014) statutory guidance empowers people to be involved in all aspects of their care and support. This puts the person in

	control as much as possible.
Provider Failure	If an approved provider (home care or residential care) cannot continue to provide services, this is called provider failure. We have policies and procedures in place to deal with this eventuality to ensure a person's needs continue to be met.
Quality assurance	This term refers to measuring whether a service is meeting the quality expectations.
Review	This is a review of a person's care and support services to ensure that this continues to meet the person's eligible needs and that the support they are receiving is appropriate.
Safeguarding	This refers to protecting an individual from harm, damage abuse or neglect, and ensuring they receive safe and effective care.
Safeguarding concern	This applies to the reporting of concerns, suspicions or allegations if a person is believed to be harmed, neglected or abused. This will be reported to the Multi-Agency Safeguarding Hub (MASH) and from there it will be investigated following their procedures.
Signposting	This refers to connecting people with the appropriate advice or support. This may involve referring them to another organisation or individual.
Social Care Assessor	This term describes social workers and care coordinators who will be completing needs assessments and support plans with individuals.
Strengths based approach	This approach focuses on a person's strengths to help in recovery and empowerment.
Sustainability Assessment	To gain approval for a Third-Party Top-up the nominated payee must have a Sustainability Assessment completed to ensure that this payment is affordable.
Support Plan	This is the plan that is agreed between the service and the person with eligible care and support needs. It sets out how the person's needs will be met and provides detail on the services that will support them.
Third Party Top-up	This is an additional monetary amount which must be paid towards a care home placement. If the person chooses accommodation which is above the service's commissioned rate the person may have to pay the difference.
Unmet eligible care needs	These are the needs that are eligible for support from the service and that are not being met in any way at the time of the assessment.

12. References

- 1 The Care and Support (Eligibility Criteria) Regulations (2015),
<http://www.legislation.gov.uk/uksi/2015/313/contents/made>
- 2 The Care Act (2014),
<http://www.legislation.gov.uk/ukpga/2014/23/contents/enacted>
- 3 Care and Support (Charging and Assessment of Resources) Regulations (2015),
<http://www.legislation.gov.uk/uksi/2014/2672/schedule/1/made>
- 4 Local Government Ombudsman,
<https://www.lgo.org.uk/>
- 5 Mental Capacity Act (2005),
<https://www.legislation.gov.uk/ukpga/2005/9/contents>
- 6 Mental Health Act (1983),
<https://www.legislation.gov.uk/ukpga/1983/20/contents>

13. Appendix

Appendix 1- Information record sheet.

Adult Social Care Information Record Sheet

Name	
Date of birth	
Office Use	
Client ID	
Key worker name	
Job title	
Line manager	
Address	
Telephone number	

Should you need to contact someone regarding any of the information given, please do so on

0161 770 7777

Declaration by service user.

- It has been explained to me that I shall be required to make a financial contribution towards the cost of any community care or residential/ nursing care services that are arranged to assist me and that these costs may go up or down, depending on my circumstances.
- I understand that I will be offered a financial assessment to calculate the amount of my contribution and that I am liable for the full standard charge unless the authority decides that a lower amount should be charged following my financial assessment. I understand that if I decline a financial assessment I will be liable to pay for the full cost of my services.
- I declare that the information that I have given is correct and complete to the best of my knowledge and belief.
- I authorise the Council to make any necessary enquiries to verify all information provided. This includes departments within the Council, other Councils including other government agencies.
- I understand that if I give information that is incorrect, incomplete or fail to report any changes which might affect my financial assessment, I may be liable for the full cost of the service.
- I understand that if I claim benefits, I or my legal representative are responsible for notifying changes in my circumstances to the appropriate benefits agencies including Housing Benefit, Council Tax or insurance companies.
- I understand that the provision of Intermediate Care is the responsibility of the local health authority and it will determine if I am eligible for that service after an assessment by health care professional. If I am not eligible for Intermediate Care and social care services are provided, I may then be required to pay a contribution for this service, subject to the outcome of my financial assessment.
- I know I must tell the Council immediately of any change in my circumstances which occur after I sign this form. This could be things like: a change in income, including changes in my benefits and any change in my capital or savings.

Signature	Date
Name (please print)	

Address

Declaration completed by another person.

This section should be completed if someone is signing the declaration on your behalf.

Name of person (please print)	
Signature of person	Date
Relationship to you	
Please tell us why you are completing/ signing this form for someone else (power of attorney, court of protection).	

General Data Protection Regulation (GDPR) 2018.

Oldham Council are the Data Controller under the terms of the Data Protection legislation and we are legally responsible for ensuring that all personal information that we process, hold, obtain, record, use or share about you is done in compliance with the data protection principles.

We process and hold information in order to provide care and support services and to support vulnerable adults, the elderly, those with physical disabilities and carers.

Further information about your rights under the new GDPR regulations can be found on the Councils website at:

www.oldham.gov.uk/yourdatarights

Additional privacy notices can also be found on the internet at:

www.oldham.gov.uk/dataprotection

To be signed by the worker completing this form

Signed	Date
Name	
Designation	

Appendix 2- Direct Payment Agreement

Our ref:

Direct Payment Agreement

This agreement explains your Direct Payment and how you will be paid. It also tells you about your responsibilities as a Direct Payment holder and what is expected of you.

1. Information about you and adult social care
2. The reason for this agreement
3. Your Direct Payment and your contribution
4. What you will do
5. What we will do
6. What your representative will do (should you require one)
7. Employing Staff
8. Monitoring your Direct Payment
9. Ending this Agreement
10. Complaints
11. The amount of money you will be paid
12. Companion Card
13. Declaration

1. Information about you and Adult Social Care

This agreement is between: -

Adult Social Care, Oldham Council
Civic Centre, West St
Oldham

(Referred to in this agreement as 'we' or 'us')

And

Name and address of person receiving the Direct Payment:

(Referred to in this agreement as 'you')

And

Name and address of person who signs on your behalf:

2. The reason for this Agreement

This agreement is made on the basis that:

You have told us what support you want. This is described in your Support Plan.

We have assessed your care and support needs and agreed that you are eligible for services.

Your Support Plan will meet your assessed eligible care and support needs and enable you to achieve the outcomes as agreed in your Support Plan.

You have told us that you would like to arrange some or all the support you want for yourself.

We have agreed an indicative amount of money to give you so you can do this. The final amount (called a Direct Payment) will be agreed once your Support Plan has been approved by our approval process.

You are willing and able to secure the service detailed in your support plan yourself or with help from the person managing your budget and we are willing to make your Direct Payment available to you to enable you to arrange the support as agreed in your Support Plan.

You, or the person you have nominated, are responsible for using your Direct Payment as agreed within your Support Plan. Any legal charges/Inland Revenue costs will be your responsibility.

This is a legal agreement; it includes the rules about your Direct Payment.

The words in brackets are not part of the legal Agreement, but give advice and guidance.

3. Your Direct Payment and your contribution

Your Direct Payment is as stated in your Support Plan. The amount may go up or down if there is a change in your assessed eligible care needs. If it does, we will write and tell you.

You will therefore be financially assessed to establish if you have to make a contribution towards the cost of your care. You will not receive a Direct Payment if your assessed contribution is equal to or greater than the value of your Direct Payment.

If your contribution is less than your Direct Payment, the amount of your Contribution will be deducted from your Direct Payment before we pay it to you. You will be expected to pay your contribution into your Direct Payment Account, preferably weekly, or at least on a four weekly basis.

Whilst the amount of care you require may vary, your weekly contribution is a fixed amount which should always be paid into your Direct Payment Account and should continue until either a) you no longer receive a Direct Payment or b) you have been informed by the Council, in writing, that your contribution has reduced or stopped.

4. What you will do

You agree to use your Direct Payment, including your assessed contribution, only for equipment, minor works or services which enable you to achieve your outcomes and meet your assessed eligible care needs as agreed in your Support Plan.

It is your personal responsibility to check your Direct Payment account regularly to ensure that the payments have been received and that there are sufficient monies in the account to meet expected bills. If you have any queries about your payment, you must contact your care manager or the Adult Social Care Payments Team.

We insist that you check and only use social care providers or agencies that are registered with the Care Quality Commission to provide services to you.

You must allow us to look at these records if we ask you.

You agree to keep all relevant paperwork concerning how you have spent your Direct Payment for the last two (2) years from the date of the Agreement.

You agree to tell us if there is any change in your circumstances which may affect your Support Plan or the services you need. You should also ensure that someone will tell us on your behalf, if you are unable to.

You should seek to ensure that your appointed executors and/or immediate family members are aware that in the event of your death your Direct Payment will not be regarded as an asset of your estate and that they will be required to co-operate with the Adult Social Care Payments Team and pay any outstanding bills relating to your assessed care and support package, and return any remaining balance to the Council. Also if the expected amount is not available to be returned from the Direct Payment Prepaid Card account the Council may claim the amount from the estate.

You agree to make contingency arrangements in case the services you need are temporarily disrupted.

You may be asked to repay some or the entire Direct Payment money (this may include the contingency payment) to us if:

- a) you have not used your Direct Payment to meet your agreed outcomes as set out in your Support Plan.
- b) you have not used your Direct Payment because of a temporary change in circumstances (e.g. hospital or short term respite, or rehabilitation).
- c) you have not met any of the terms of this Agreement; or
- d) your Direct Payment is terminated.

Direct Payment monies will be recovered directly from your direct payment account. The Council will notify you in writing of any recovery action.

If the Direct Payment is to buy equipment or fund minor works and the equipment has not been bought or the work has not been completed within six weeks of payment being made, we will recover the Direct Payment money from you unless we agree in writing that you may keep it for longer.

If the Direct Payment is to fund respite you must use it in the current financial year, if not we may recover the money from you.

You agree to us and your representative (if applicable) sharing relevant personal information about you in order to help to make sure your assessed eligible care needs are met appropriately.

You agree not to use the Direct Payment:

- a) to pay for more hours from a Personal Assistant or Agency than we have assessed you as needing by paying a lower hourly rate than we have used as the basis for calculating your Direct Payment.

- b) to pay a higher rate for a service than we have used as the basis for calculating your Direct Payment. Any additional cost must be paid for from your personal funds.
- c) for health related services – such as dentist, chiropody, physiotherapy, appointments.
- d) for household expenses, such as food, personal items or utility bills.
- e) for accommodation - rent, mortgage payments.
- f) for non-statutory liabilities such as tips, bonuses, ex gratia payments (The Council are not obliged to fund particular costs that are incurred on a discretionary basis).
- g) for anything that is illegal.
- h) for gambling, lottery, bingo tickets, raffle tickets, alcohol, cigarettes.
- i) to buy services from the Council.
- j) to pay for long-term residential care.
- k) for an activity or item that exposes the individual to serious risk from someone else/themselves.
- l) to fund support provided by anyone living in the same house except in exceptional circumstances. In these cases approval must be received in advance.
- m) for anything that is not covered by the support plan.
- n) as a substitute for Disabled Facilities Grants.
- o) for anything that is not an activity that will assist you to achieve your agreed outcomes, as detailed in your support plan. You must seek the Council's written agreement to pursue different outcomes.
- p) for anything else that is not an assessed eligible need.

5. What we will do

We agree to pay the Direct Payment (less your Contribution) directly into your Direct Payment account. Your weekly payment will be made in advance every four weeks. We may make additional payments into your Direct Payment account where agreed.

If the Direct Payment is to buy equipment or pay for minor works we will pay you the approved amount when this Agreement is signed.

If the Direct Payment is to fund respite and you have not used those monies in the current financial year we may recover monies directly from you. The Council will notify you in writing of any recovery action.

We will review your Support Plan and the operation of the Direct Payment. We have the right to increase or decrease your Direct Payment in line with your review or reassessment. You can request a review/reassessment of your circumstances at any time, should your assessed eligible care and support needs change. You will only receive Direct Payments for as long as you are eligible to receive social care support.

We will allow you to keep up to a four week reserve (contingency payment) of the Direct Payment money to help meet your assessed eligible care needs in a flexible way. Any money that is in your account in excess of this amount will be recovered directly from you. The Council will notify you in writing of any recovery action. However, there may be exceptions depending on the nature of your package.

We may reduce your Direct Payment:

- (a) if you have accrued a surplus.
- (b) if we have made an overpayment to you.

We may suspend your Direct Payment, or stop them and terminate this Agreement, and recover payments as necessary (in line with the Council's debt recovery process):

- (a) if for whatever reason, you are temporarily unable to receive services.
- (b) if, after a review or reassessment, you are no longer eligible for social care support.
- (c) if you have been using the Direct Payment for items or services other than those specified in your support plan, or there is evidence of deliberate misuse of funds.
- (d) if your Direct Payment has been inappropriately used (either intentionally or unintentionally), or you have shown yourself to be incapable or unwilling to manage your Direct Payment correctly.
- (e) if you fail to comply with the review or monitoring process.
- (f) if you are admitted into permanent residential care. if you have failed to disclose other social care funding that should have been taken into account when calculating the Direct Payment.
- (h) if The Council suspect that criminal activity has taken place, we may refer the matter to the police for further investigation.

If you purchase your services from an Agency or other means, your Direct Payment will be suspended if you go into hospital. In these circumstances you (or your Representative) must let the Council know. It is your responsibility to cancel the provider or person providing your support, in line with the terms of your Agreement with them.

In the event of your death, this Agreement will end with immediate effect. The Council will consider what contractual responsibilities existed at the time of death when determining what sum is to be repaid to the Council. Any monies held in your nominated Direct Payment account will not form part of your estate. However if expected monies are unpaid the Council may make a claim against your estate.

6. What your Representative will do (should you require one)

They should work with you in a flexible way to help you arrange services to meet your assessed eligible care needs and achieve your outcomes as set out in the Support Plan in a way which helps you choose and control your support, and to act in your best interests.

Make every effort to explain to you how your Direct Payment money is being used to meet your assessed eligible care needs.

Tell us if there is any change in your circumstances, which may affect your Support Plan or the services you need, or the level of your Direct Payment.

Help you to keep clear records of the Direct Payment money you have received and how it is being used to meet your assessed eligible care needs; and allow us to access these records if we ask you or your Representative to do so.

Tell us if you go into hospital, rehabilitation, short term residential care or there will be a period, for any other reason, why you will not be using your Direct Payment.

Arrange with you for your assessed financial contribution to be paid into your prepaid card account every 4 weeks.

Any other matter necessary and/or incidental to the operation of this Agreement.

7. Employing staff

If you employ a Personal Assistant you must have employer's liability insurance before the Personal Assistant starts working for you. You can pay for the basic level of cover from your Direct Payment,

however if you choose to purchase any additional cover then you must fund any additional premium yourself.

You must renew this insurance as required, or annually. You must leave enough money in the Direct Payment account to purchase your insurance.

If you do not know who you are going to employ as your Personal Assistant, we will make a one off payment into the Direct Payment account to fund recruitment costs.

You cannot employ anyone who lives in the same household without first having permission from us. This can only be given where exceptional circumstances are shown, and we will give you that permission in writing.

You must act as a responsible employer and make all your arrangements in line with employment legislation. You must retain sufficient funding from your Direct Payment each week to cover your potential employer responsibilities.

In addition to the four week reserve you will also be allowed to keep any reserve that we calculate as necessary to cover employment costs associated with your Personal Assistant.

We strongly recommend that you carry out checks with the Disclosure and Barring Services (DBS) on any staff you are intending to employ. However if you are employing a Personal Assistant and children under 18 years old will be present in the household when the PA is at work, it is a legal requirement to have a DBS check.

We do not allow you to employ someone as a Personal Assistant if they also manage your Direct Payment.

We would strongly recommend that you obtain independent advice concerning employment law.

8. Monitoring your Direct Payment

Periodically, we will look at your Direct Payment account and other records to establish how you are spending your Direct Payment, to ensure you are using it to meet your assessed eligible care and support needs and outcomes as detailed in your Support Plan and within the terms of this Agreement.

We may do this by writing to you to request that you send certain documents to us, or we may contact you to arrange to visit you in your home, or other mutually agreed venue, at a time that is convenient to both parties.

In either situation, we would expect you to be able to produce the necessary documents.

As part of the monitoring we will check the latest balance on your Direct Payment account to ensure there is enough money remaining in the account or if there is a surplus. You will be allowed to keep a reserve and any monies that are being held in the account pending receipt of any outstanding care bills or payments due to your Personal Assistant.

9. Ending this Agreement

Your Direct Payment may be terminated for reasons as stated in section 4 or in the event of your death.

You may end this Agreement by notifying your care manager or the Adult Social Care Payments

Team.

We may end this Agreement by telling you in writing, we will give you written notice. Depending on your circumstances and needs, this will be a maximum of four weeks.

If you remain eligible for adult social care services, we will work with you to plan how your future assessed eligible care and support needs will appropriately be met.

If you are no longer eligible for adult social care services your Direct Payment will end and be dealt with in accordance with the terms of this Agreement.

Any Direct Payment monies remaining in the Direct Payment account following termination of the Direct Payment Agreement do not form part of a person's estate. Failure to return the expected Direct Payment monies may result in the Council making a claim against your estate.

Any notice to end the Direct Payment must be sent to Adult Social Care, Oldham Council.

This Agreement is governed by English law and you and the Council shall submit to the jurisdiction of the Courts of England and Wales.

10. Complaints

You have the right to complain about the operation of this Agreement using our complaints procedure.

11. The amount of money you will be paid

The amount of money you will be paid as your Direct Payment, and your financial contribution, are based upon information you have given as part of your assessment.

The exact amounts will be communicated to you in writing, following approval of your support plan.

Payment will be made into your Direct Payment account. Any Direct Payment funds paid into the account remain the property of Oldham Council, and are not part of your personal funds.

12. Nominated Account manager

We can allow a nominated suitable person or appointee to manage your Direct Payment account on your behalf.

If you ask us to arrange for someone to manage your account we will need to be satisfied that they are trustworthy. They will also need to read and sign up to the same terms and conditions as you on this agreement.

13. Declaration: *Please read this declaration carefully, sign & return*

I/We declare that the information I/we have given on this form and my support plan is correct to the best of my knowledge. If I give incorrect or incomplete information or fail to report changes in my circumstances, you make take action against me. I authorise the Council to make the necessary enquiries to verify information on this agreement and the support plan.

We are under a duty to protect public funds. We may use any of the information you have provided on this form or through the assessment process for the prevention and detection of fraud and misuse. We may also share this information with other bodies that are responsible for auditing and administering public funds.

We will not give information about you to anyone else, or use information about you for other purposes, unless the law allows this.

If you want to know more about what information we have about you, or the way we use that information, please ask us.

I understand that I must tell the Council of any change in my circumstances which occur after I sign this form.

1st Party: Us - Oldham Council

Signature on behalf of Oldham Council

Name & Role: Date:

2nd Party: You – the person receiving the Direct Payment

Signature: Name:

Date:

Signed by [name of Representative and/or Nominated Account Manager] who is helping you to manage your Direct Payment (if applicable)

3rd Party: Your representative or Nominated Account Manager

Signature: Name:

Date: Contact number:

Email address: