

# **Community Health and Adult Social Care Service**

## **Preferred Accommodation and Top-Up Arrangements Policy**

*Delivering a fair, transparent and equitable approach*

August 2016  
(Modified December 2020)

## Preferred Accommodation and Top Up Arrangement Policy

1. Introduction.....	3
2. Legal context .....	5
3. First party ‘top-ups’ .....	7
4. Out of borough placements .....	7
5. Eligibility for preferred accommodation ‘top-up’ .....	8
6. Agreeing and Implementing a ‘Top Up’ .....	9
7. ‘Top-ups’ and written agreements.....	10
8. Self-funders .....	11
9. Responsibility for administering ‘top-up’ payments.....	11
10. Monitoring ‘top-up’ arrangements.....	12
11. Failure or termination of a ‘top-up’ arrangement.....	12
12. Recovery of outstanding ‘top-up’ debts .....	13
13. Council staff responsibilities .....	14
14. Provider responsibilities.....	14
15. Appendix 1 – Top Up Process.....	16
18. Appendix 4: ‘Top-up’ Sustainability .....	19
Assessment .....	19
19. Appendix 5: ‘Top-up’ Agreement.....	24
20. Appendix 6: Balance Sheet (First and Third-Party Contributions) .....	27

*This policy has been developed by adult social care to enable a transparent approach to how the Council manages top-up arrangements. If you would like to speak to someone you can contact the Client Finance Team on 0161 770 1520 or email [courtofprotection@oldham.gov.uk](mailto:courtofprotection@oldham.gov.uk)*

### Version Control

Version Number	Summary of change	Approved by	Author	Active Date	Review date
1.0			L Entwistle	August 2016	August 2016
2.0	Review/ formatting	L Entwistle	L Entwistle	September 2020	September 2021
3.0	Amend content/ Exec summary	DMT	S Harland	December 2020	December 2021

## Executive Summary

The *'Preferred Accommodation and Top-up Arrangements'* policy outlines the approach, process and practice for managing these types of arrangements across the Oldham Borough. The policy reflects the provisions within The Care Act 2014 for the administering of 'top-up' arrangements and enables the Council to ensure that specified conditions are met under The Care and Support and Aftercare (Choice of Accommodation) Regulations 2014.

The Care and Support and Aftercare (Choice of Accommodation) Regulations, identifies that for a 'top-up' may apply where:

- a person has eligible care and support needs;
- those needs must be met by accommodation of a specified type;
- the person has expressed a preference for a particular accommodation, and;
- the additional cost or 'top-up' arrangement of providing or arranging for the preferred accommodation is above the person's eligible personal budget.

Accommodation of a specified type applies to care home settings, shared lives schemes and supported living accommodation.

'Top-up' payments do not apply where the cost of care is higher as a result of meeting a person's individual specialist care needs, or in cases where there are market inadequacies or commissioning failures, which do not provide genuine choice.

The council will only be liable for any 'top-up' payments where a full assessment of financial sustainability has been completed and the cost condition met. In cases where the assessment would impact on other statutory functions, including delays in discharge, the provider would be liable for any 'top-up' costs whilst the assessment of sustainability is completed by the Council.

Where a person chooses a more expensive setting, the person and the third party should fully understand the implications and requirements of 'top-up' arrangements. Placements will not be made permanent until it has been confirmed the 'top-up' is sustainable. The Council will be responsible for assessing the financial sustainability of any 'top-up' prior to the placement being confirmed.

The assessment of sustainability will be based on the third party being able to afford the 'top-up' for the duration of the placement. Where the assessment identifies that the 'top-up' is sustainable, the third party will be required to enter into a written agreement between themselves and the council. If the assessment identifies that a 'top-up' arrangement is neither affordable, nor sustainable or does not meet the additional cost condition, the request for a 'top-up' arrangement will be declined. Where a person refuses to complete the sustainability assessment the arrangement will be assessed as unsustainable. The outcome of the sustainability of the 'top-up' arrangement will be shared with the preferred accommodation provider, to ensure clarity around the outcome and funding arrangements.

Where the 'top-up' has been assessed as not substantiable or no longer sustainable, the placement will be reviewed and alternative provision sought where a top-up is not required. Only where it is considered a significant risk to the person's wellbeing to terminate the placement would consideration be given to the Council taking on liability for the 'top-up' arrangement.

If the commissioned provider continues to offer care and support when a 'top-up' has been deemed as not sustainable, the financial liability for the 'top-up' is with the preferred accommodation provider and not the Council. The commissioned provider and relevant third party are required to understand the potential implications of not accepting an alternative rate; in particular the subsequent impact this may have on a person's residency in the preferred accommodation.

Where a self-funder commissions directly with the provider, without council involvement, the specified conditions within the regulations will not have been met, and as such, the Council is not liable for any costs where the 'top-up' arrangement fails.

'The payer' will be responsible for ensuring that the 'top-up' payment is made on time and will be liable for any debts associated with non-payment. It is the responsibility of 'the payer' to ensure that the top-up costs are met. If this responsibility is not met, and the preferred accommodation provider will not accept the council commissioned rates, then the placement will be at risk. The arrangement will be monitored on at least an annual basis and 'the payer' will be required to confirm their circumstances have not changed.

The oversight and management of 'top-up' arrangements is not the sole responsibility of the Council; the individual, the third party and the commissioned provider have a number of specific responsibilities within this policy. It is important that anyone requesting a 'top-up' arrangement or involved in the administering of 'top-ups' familiarise themselves with and ensure adherence to these specific responsibilities.

## **1. Introduction**

- 1.2 Where a person's needs have been identified to be met in a residential or nursing home setting, shared lives environment or supported living accommodation, the person may choose a setting that is more expensive than the amount identified for the provision of care within their personal budget or the Councils residential care market price framework.
- 1.3 The difference between the cost of the council commissioned market rate and the more expensive accommodation is known as an additional cost, or a 'top-up' payment.
- 1.4 It should be noted that 'top-up' payments do not apply where the cost of care is higher as a result of meeting a person's individual specialist care and support needs, or in cases where there are market inadequacies or commissioning failures, which do not provide genuine choice.
- 1.5 Where market failure, inadequacies or specialist care and support needs apply, the personal budget should be increased to reflect the cost of the service and a 'top-up' arrangement should not be considered.
- 1.6 The council will apply the concept of value for money to its commissioning arrangements and base its decisions on meeting the Care Act eligibility criteria. If the council is able to purchase and source care at a rate below the budget identified to meet the highlighted needs, it is that figure that shall form the baseline for the cost agreement.
- 1.7 The council will only be liable for any 'top-up' payments where a full assessment of sustainability has been completed and the cost condition met. In cases where the assessment would impact on other statutory functions, including delays in discharge, the provider would be liable for any 'top-up' costs whilst the assessment of sustainability is completed by the Council.
- 1.8 Where a person chooses a more expensive setting the person and the third party should fully understand the implications of 'top-up' arrangements and the requirements for agreeing a 'top-up' agreement. This policy provides the context for administering and managing 'top-up' agreements by the Council.

## **2. Legal context**

- 2.1 The Care Act 2014 provides a single legal framework for the administering of 'top-up' arrangements under section 30. It enables the Council to ensure that specified conditions are met under The Care and Support and Aftercare (Choice of Accommodation) Regulations 2014.
- 2.2 Section 30 of the Act, subsection 3 defines the additional cost or 'top-up' arrangement as the cost of providing or arranging for the provision of the

preferred accommodation less the funding specified in the person's personal budget to meet their eligible care and support needs.

- 2.3 The Care and Support and Aftercare (Choice of Accommodation) Regulations, regulation 2, identifies that a person must have eligible care and support needs, that those needs must be met by accommodation of a specified type, that the person has expressed a preference for a particular accommodation and that the conditions in regulation 3 are met. Within these regulations, accommodation of a specified type applies to:
- care home accommodation
  - shared lives schemes accommodation and
  - supported living accommodation
- 2.4 Regulation 3 specifies conditions which must be met for the provision of a person's preferred accommodation, specifically:
- The care and support plan identifies the provision of a specified type of accommodation
  - The preferred accommodation is the same type as identified in the care and support plan
  - The preferred accommodation is suitable to meet the person needs;
  - The preferred accommodation is available, and
  - Where the preferred accommodation is not provided, the provider agrees to provide the accommodation to the person on our council terms
- 2.5 Where the provision of the preferred accommodation is above the amount specified in the personal budget, the additional cost condition in regulation 5 must also be met.
- 2.6 Regulation 4 requires that where the council is discharging its duty under section 117 of the Mental Health Act 1983, and the conditions at 2.4 are met (including regulation 5 'additional cost condition') then the preferred accommodation must be provided, subject to either the person or a third party being able and willing to meet the additional cost condition.
- 2.7 Regulation 5 or the 'additional cost condition' enables council's to be satisfied that any 'top-up' payment is sustainable for the period during which the council expects to meet the adults need by providing or arranging for the provision of the accommodation. This, in most cases, is a third party who is also known as 'the payer'.
- 2.8 The Council is not liable for any financial or other types of risk relating to a 'top-up' arrangement where they are not aware of or have been circumvented, either by the provider or the person (or their representative) in the setting up and administration arrangements for the 'top-up'.

- 2.9 Once the Council is satisfied that the 'top-up' payment is sustainable, a third-party agreement (written agreement) must be entered into by the Council and 'the payer', in line with regulation 5, subsection (1(b)).
- 2.10 To ensure the additional cost condition is met, regulation 5, subsection 2 and 3 specifies that sufficient information and advice must be provided to 'the payer' to enable them to understand the proposed written agreement and the potential implications on their financial circumstances.
- 2.11 Regulation 5, sub section 5, identifies exceptions where the person can pay the 'top-up' directly, via a deferred payment agreement (subject to eligibility) or where the person is subject to the 12-week property disregard.
- 2.12 Where the additional cost condition or other specific conditions within the Care and Support and Aftercare (Choice of Accommodation) Regulations are not met the person must be informed of the reasons in writing in line with regulation 9. Where the additional cost condition is not met, should the provider and the person (or their representative) continue to enter into a 'top-up' arrangement, the Council will not be financially liable.

### **3. First party 'top-ups'**

- 3.1 A person with care and support needs cannot pay their own 'top-up' arrangements and this payment has to be administered by a third party. However, there are some exceptions to this general principle which are referred to as 'first party top-up' arrangements.
- 3.2 Where a person is receiving care and support under section 117 of the Mental Health Act 1983, they are eligible for a 'first party top-up', or a third-party arrangement.
- 3.3 If a person chooses to take out a deferred payment, to cover the cost of their care and support provision, they can opt to defer the 'top-up' costs under the deferred payment as a 'first party top-up' arrangement.
- 3.4 Where the person is subject to the 12-week property disregard, they can opt to make a 'first party top-up' arrangement for the 12-week period. However, at the end of the disregard, a third-party arrangement must be established for any ongoing 'top-up' fees.

### **4. Out of borough placements**

- 4.1 All placements out of borough will be commissioned at the commissioned residential rate of the local authority within the area, rather than the council commissioned rate. This is referred to as the host authority rate.

- 4.2 Applying the out of borough local authority rate ensures that those people who have care and support needs which cannot be met locally, are not negatively impacted or disproportionately affected.
- 4.3 Any additional costs above the host authority rate will be deemed to be a 'top-up' and the assessment of sustainability for the 'top-up' must be adhered to.
- 4.4 If the host authority does not have specific rates for the relevant types of preferred accommodation then the commissioned rates for the council will be applied.

## **5. Eligibility for preferred accommodation 'top-up'**

- 5.1 This section refers to both permanent and short stay placements. No placement should be made permanent until it has been confirmed the top up is sustainable. Appendix 1 and 2 provides guidance to council staff when implementing a top up. It is up to the person arranging the placement (care management) to ensure clear conversations take place with the service user and third party and that they are clearly recorded on the council's Adult Social Care system. Please follow appendix 1 and 2 to ensure this takes place.
- 5.2 When a person expresses a preference for a particular type of accommodation which is above the council commissioned rate for those services, this is referred to as a 'top-up' arrangement.
- 5.3 The council's Client Finance Team will be responsible for assessing the financial sustainability of any 'top-up' prior to the placement being confirmed. The person arranging (care management) the placement must request for a sustainability assessment to be completed by the Client Finance Team.
- 5.4 An assessment of the financial circumstances of 'the payer', also known as the third-party, seeking to take responsibility for the 'top-up' payment, will be carried out.
- 5.5 The assessment will seek to clarify the:
- a) availability of income, savings and assets to repay the weekly 'top-up' fee;
  - b) sustainability, or length, of any proposed 'top-up' arrangement;
  - c) 'the payer' or third party's understanding of the responsibilities when entering a written contractual agreement and;
  - d) if the proposed 'top-up' meets the additional cost condition.
- 5.6 Assessment of sustainability will be based on 'the payer' being able to afford the 'top-up' for the duration of the placement. Sustainability to afford the 'top-up' payments is based on excess income levels to fund the 'top-up' any



changes to affordability should be notified to the Client Finance team, by the payer, as the placement / affordability will need to be reviewed.

- 5.7 Where the assessment identifies that the 'top-up' cost is sustainable, 'the payer' will be required to enter into a written agreement between themselves and the council. See section 19, appendix 5.
- 5.8 If the assessment identifies that a 'top-up' arrangement is neither affordable, nor sustainable or does not meet the additional cost condition in regulation 5, the request for a 'top-up' arrangement will be declined in writing within 10 working days. This process will also be followed where a person refuses to complete the sustainability assessment.
- 5.9 The outcome of whether a 'top-up' has been agreed will be shared with the provider, to ensure clarity around the outcome and funding arrangements with the council.

## **6. Agreeing and Implementing a 'Top Up'**

- 6.1 When agreeing and implementing a 'Top Up', it is crucial that there are clear case notes recorded on the Adult Social Care system within each step of the top up process. To support staff, standard text guidance has been created and saved in the shared folder for use:

S:\OMBC\_Shared\Adult Social Care\Top Up Information.

- 6.2 Where a placement has been found and there is a 'top up' the care manager, must ensure the top up process (appendix 1) has been followed before considering the placement and there is a 'payer' in place to make payments for the 'Top Up'. All discussions must be clearly recorded on the Adult Social Care system, to confirm, conversations have been held with the 'payer'.
- 6.3 The care manager must identify a person as the payer and this should be a third party and not the service user. Once a payer has been identified the care manager must complete the 'Top up discussion confirmation' (Appendix 7) and request that the payer signs and understands the top up process. The confirmation documents must then be uploaded onto Mosaic and clearly case noted that this has been signed.
- 6.4 The implementation of the top up process should then be followed (appendix 2), this involves care management and client finance staff.
- 6.5 The care manager must work flow a request for a 'Sustainability Top Up Assessment' to Client Finance via Mosaic, for a sustainability assessment to be completed, before making any placement permanent.
- 6.6 Client Finance staff will contact the 'payer' and complete the sustainability assessment. The 'payer' will be given a period of 2 weeks to provide the

required information, in order for the assessment to be completed. It is the responsibility of the Client Finance team to ensure this is chased and followed up and keep the care management team updated.

- 6.7 If the top up is agreed as sustainable, Client Finance will inform the care manager, provider and 'payer' and workflow for a review of placement. Client Finance will then follow the process for implementation (appendix 3 & 4).
- 6.8 Where the top up has been assessed as not substantiable, Client Finance will inform the care manager, provider and 'payer' and workflow for a review of placement. Care Management will then be required to review the placement, and maybe find an alternative placement where a top up is not required. If no alternative placement can be found, the care manager must take this to resource panel for discussion and agreement that the council will fund the total cost by the Head of Service. Only where it is considered a significant risk to the person's wellbeing to terminate the placement should consideration be given to the Council taking on liability for the 'top-up' arrangement.
- 6.9 If the preferred accommodation provider continues to offer care and support when a top up has been deemed as not sustainable, the financial liability for the top-up is with the provider and not the council.
- 6.10 No placements should be made permanent until funding has been agreed. Where funding is not agreed, an alternative placement or 'payer' will need to be identified by the care manager.

## **7. 'Top-ups' and written agreements**

- 7.1 Where the outcome of the 'top-up' assessment identifies the arrangement is sustainable, a written agreement must be entered into for the duration of the 'top-up' arrangement.
- 7.2 If 'the payer' does not wish to enter into a written agreement, then the additional cost condition in regulation 5 cannot be met and the offer of a 'top-up' arrangement must be withdrawn. Care Management, 'the payer' and provider would be informed of this outcome by Client Finance and request a review of the placement. At this point, the Council's liability for any 'top-up' arrangement between the provider and 'the payer' is voided.
- 7.3 The 'top-up' agreement (Appendix 5) must be signed by a representative of the Council and the payer.
- 7.4 The original 'top-up' agreement will be retained by the Council, with scanned or paper copies sent to the other parties.
- 7.5 The written agreement will apply for the duration of the 'top-up'. The written agreement should be reviewed and amended when there is a change in care

and support needs which affects the amount of the 'top-up' or the cost of the 'top-up' arrangement increases or decreases.

- 7.6 Where the cost of the 'top-up' increases, a new assessment of sustainability must be completed before entering into a revised written agreement.

## **8. Self-funders**

- 8.1 Where a person can afford to pay for their own care and support in full, they are still entitled to ask the council to arrange their care and support on their behalf.

- 8.2 Where the person requires their care and support needs to be met by a specified type of accommodation the ability to sustain a 'top-up' payment must be assessed and the specified conditions met within the Care and Support and Aftercare (Choice of Accommodation) Regulations.

- 8.3 Where a self-funder commissions directly with the provider, without council involvement, the specified conditions within the regulations will not have been met, and as such, the Council is not liable for any costs where the 'top-up' arrangement fails.

## **9. Responsibility for administering 'top-up' payments**

- 9.1 'The payer' is responsible for ensuring that the 'top-up' payment is made on time and will be invoiced by the council on a 4-weekly period, where the top up has been deemed sustainable. It is the responsibility of 'the payer' to ensure that the top-up costs are met. If this responsibility is not met, and the preferred accommodation provider will not accept the council rates, then the placement will be at risk.

- 9.2 The council will pay the 'top-up' fee on behalf of 'the payer' to the provider.

- 9.3 The schedule of payments will be agreed between 'the payer' and the council but must not exceed the totality of the annual fee for the 'top-up' payment. The frequency of these payments will be on a 4-weekly basis.

- 9.4 Non-payment of the 'top-up' fee will be raised with 'the payer' by the council's credit control department.

- 9.5 If payment of any outstanding 'top-up' fees is not received within 28 days of the payment date, credit control will notify the council's Client Finance Team.

9.6 The team will then inform the care management team and ensure a review is booked for within 2 weeks. The care management team must ensure a review takes place to reduce financial risk and impact for the council.

9.7 If non-payment of the 'top-up' continues for up to 6 weeks, the 'top-up' agreement will be terminated, and the placement may be at risk. If the top up is terminated, it is the care manager's responsibility to review the placement and costs and seek Head of Service approval for any potential funding to cover the costs.

## **10. Monitoring 'top-up' arrangements**

10.1 The council is responsible for monitoring 'top-up' arrangements on an annual basis. This will be done by the Client Finance team, in line with the annual financial assessment reviews.

10.2 The annual review will confirm the existing arrangements with 'the payer' and their declared income, assets and savings. The review will also seek to confirm that 'the payer' wishes to continue the arrangement for a further year.

10.3 'The payer' will be responsible for ensuring any change in circumstances is declared in writing when the change occurs, rather than at the annual review. Any change in circumstance will lead to a review of the sustainability of the 'top-up' payment.

10.4 The Client Finance Team will co-ordinate and record all active 'top-up' arrangements so the financial risk liability to the council is closely monitored.

## **11. Failure or termination of a 'top-up' arrangement**

11.1 Where 'the payer' does not wish to continue with the 'top-up' arrangement, or the 'top-up' is no longer sustainable, in accordance with regulation 5, the 'top-up' agreement will be terminated. Client Finance will terminate the agreement and inform care management to request a review of the placement.

11.2 Where non-payment of the 'top-up' has occurred for a period of 6 weeks or more, the agreement will be terminated.

11.3 At the point of an agreement being terminated or failing, if a 'top-up' payment is still liable for the commissioned care and support arrangements, then a review will be arranged by the allocated care management team and be completed within 2 weeks.

11.4 At the point of terminating the contract, a care manager will:

- negotiate with the provider on behalf of the person receiving care and support to see if they will accept the council's commissioned rate of care

or in some cases reduce the 'top-up' to an affordable level. The commissioned provider and relevant third party are required to understand the potential implications of not accepting an alternative rate; in particular the subsequent impact this may have on a person's residency in the preferred accommodation;

- identify if another third party will agree to pay the 'top-up', subject to the sustainability test;
- carry out a review, with the client, to identify if the needs can only be met in the current accommodation or the risk of the move is significant to the wellbeing of the person with care and support needs, and as such, the council should fund the full cost of the care;
- arrange for alternative accommodation, at the council commissioned rate, where the provider is unable or unwilling to negotiate or the eligible needs can be met elsewhere, and the person can be moved (following the completion of a risk assessment considering issues of safety) or an alternative third party cannot be identified.

11.5 All decisions regarding significant risk to the person's wellbeing must be supported by a clear evidence base for the recommendation, with underpinning application of the relevant legislation, for example, the Mental Capacity Act and the Best Interest process where relevant.

11.6 For all decisions, these must be evidenced through application of a Balance Sheet, to ensure best practice and evidence-based decision making (see appendix 6) and must be completed care management. The decision must reflect multi-agency opinion, such as GP recommendation in relation to health status and risks of moving, as well as other alternative accommodation and care provision.

11.7 Only where it is considered a significant risk to the person's wellbeing to terminate the placement will consideration be given to taking on liability for the 'top-up' arrangement. In these circumstances, approval must be sought via the services Resource Panel, to continue with the placement and for a new contract to be issued to the provider.

## **12. Recovery of outstanding 'top-up' debts**

12.1 At the point of an agreement being terminated, clarification will be sought from the provider of any outstanding debts relating to the 'top-up'.

12.2 Where debts are identified, the council is liable to meet these costs, subject to adherence to the additional cost condition in regulation 5.

- 12.3 Where regulation 5 has been met, the council will pay any outstanding 'top-up' debts directly to the provider.
- 12.4 The council will then seek to recoup the monies owed from 'the payer' in accordance with the Councils Fair Debt Policy and an invoice will be raised by the Income and Payments Team to cover such costs.

### **13. Council staff responsibilities**

- 13.1 Council employees are responsible for recording and documenting all conversations with the service users and 'the payer' on the Adult Social Care case management system, ensuring the notes clearly outline the implications of top-up arrangements and the implications of non-payment (Appendix 1 & 2). A 'Confirmation of Top-up Discussions' (Appendix 7) must be completed and uploaded to Mosaic.
- 13.2 All requests for residential care with a 'top-up' arrangement must be presented to the Resource Panel for consideration and should clearly set out;
- (i) The dates and times of conversations with the payer with regards to this policy
  - (ii) The signed 'top-up' agreement returned from 'the payer' and evidence of sustainability of the arrangement confirmed by the Client Finance Team
  - (iii) The link to the guidance relating to Mental Capacity Act 2005 requirements within residential and nursing care
- 13.3 Where a 'top-up' fails or is terminated, the Council employee must ensure they follow the steps outlined in section 11. At no point should the provider or person with care and support needs be asked to come to a resolution between themselves without Council involvement.
- 13.4 Any concerns or failures linked to existing 'top-up' arrangements must be immediately raised with the Client Finance Team and the social care lead to ensure effective steps can be taken to safeguard the person whilst managing any potential risks and liabilities to the Council.

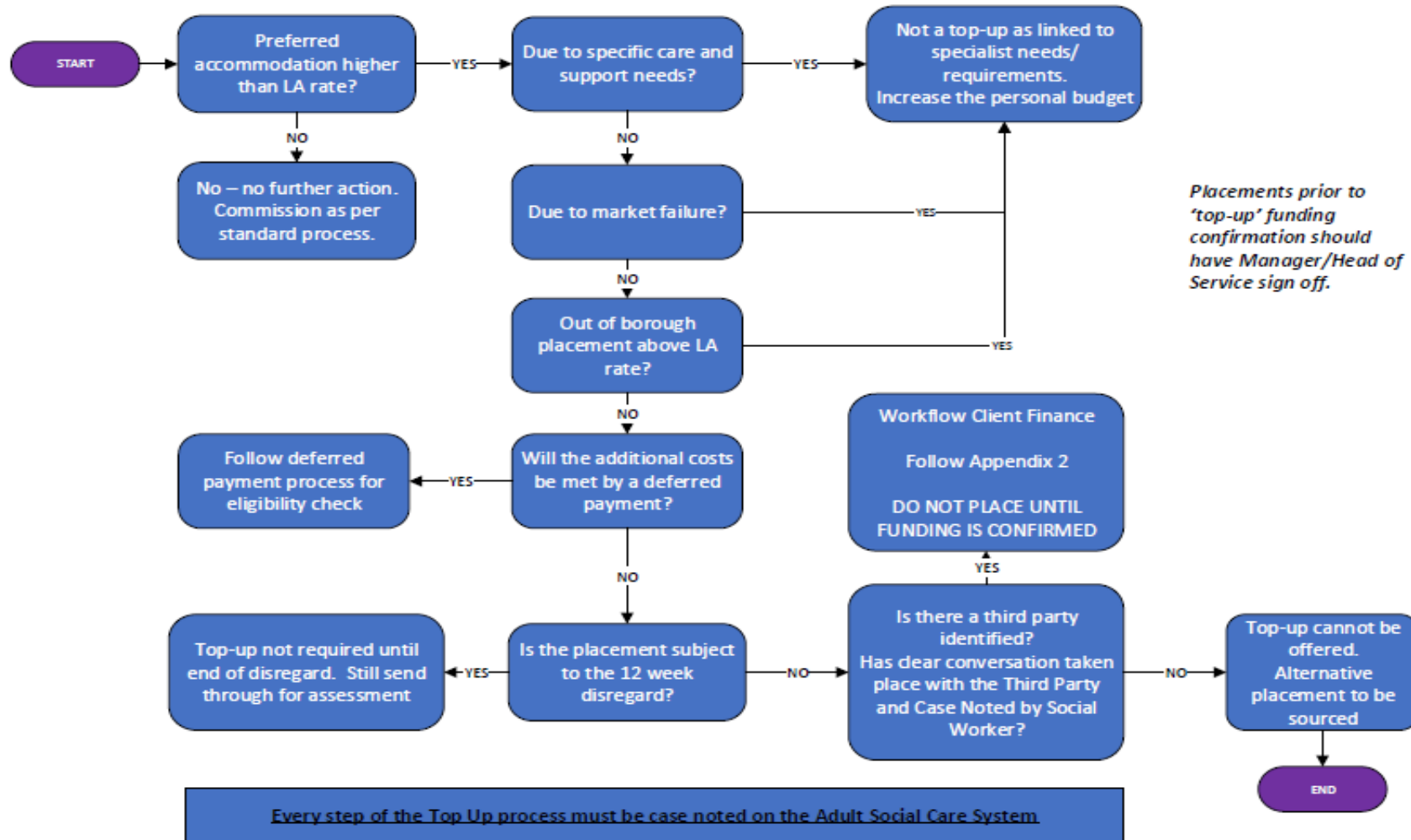
### **14. Provider responsibilities**

- 14.1 Where a provider commissions directly with a person with care and support needs or their representative, without council involvement, the specified conditions within the regulations will not have been met, and as such, the provider is liable for any costs where the 'top-up' arrangement fails.
- 14.2 It is the responsibility of all providers to ensure that they declare all 'top-up' implications to the Council when it commissions directly with a provider.

- 14.3 Where the provider does not inform the Council and directly agrees additional 'top-up' payments directly with the person or their representative, the specified conditions within the regulations will not have been met, and as such, the provider is liable for any costs where the 'top-up' arrangement fails.
- 14.4 Where the additional cost condition is met and the 'top-up' arrangement approved, the provider must inform the Council at least 4 weeks before any changes to the amount to be paid under the 'top-up' arrangement. The provider should contact the Client Finance Team directly so that sustainability for the new arrangement can be reviewed.
- 14.5 Where a 'top-up' arrangement is at risk of failure, the provider must engage in negotiations with the Council to see if they will accept the Council's commissioned rate of care or in some cases reduce the 'top-up' to an affordable level. The commissioned provider is required to understand the potential implications of not accepting an alternative rate; in particular the subsequent impact this may have on a person's residency in the preferred accommodation.
- 14.6 Where a 'top-up' arrangement is deemed unsustainable by the Council or is terminated, and the provider continues with the 'top-up' arrangement, the provider (and not the Council) is liable for any costs where the 'top-up' arrangement fails

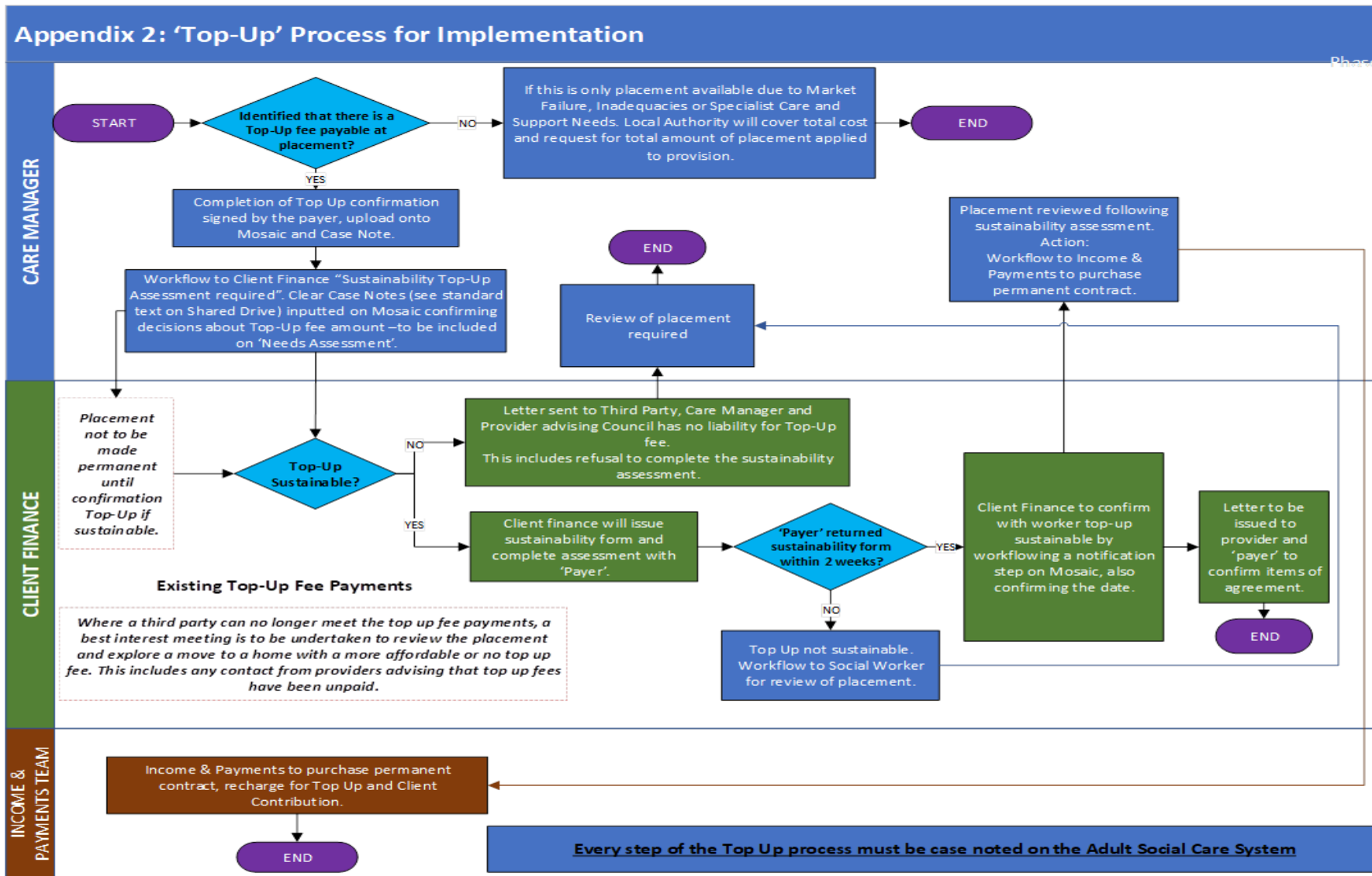
## 15. Appendix 1 – Top Up Process

### Appendix 1: 'Top-Up' Process – Completed by Care Manager/Co-ordinator

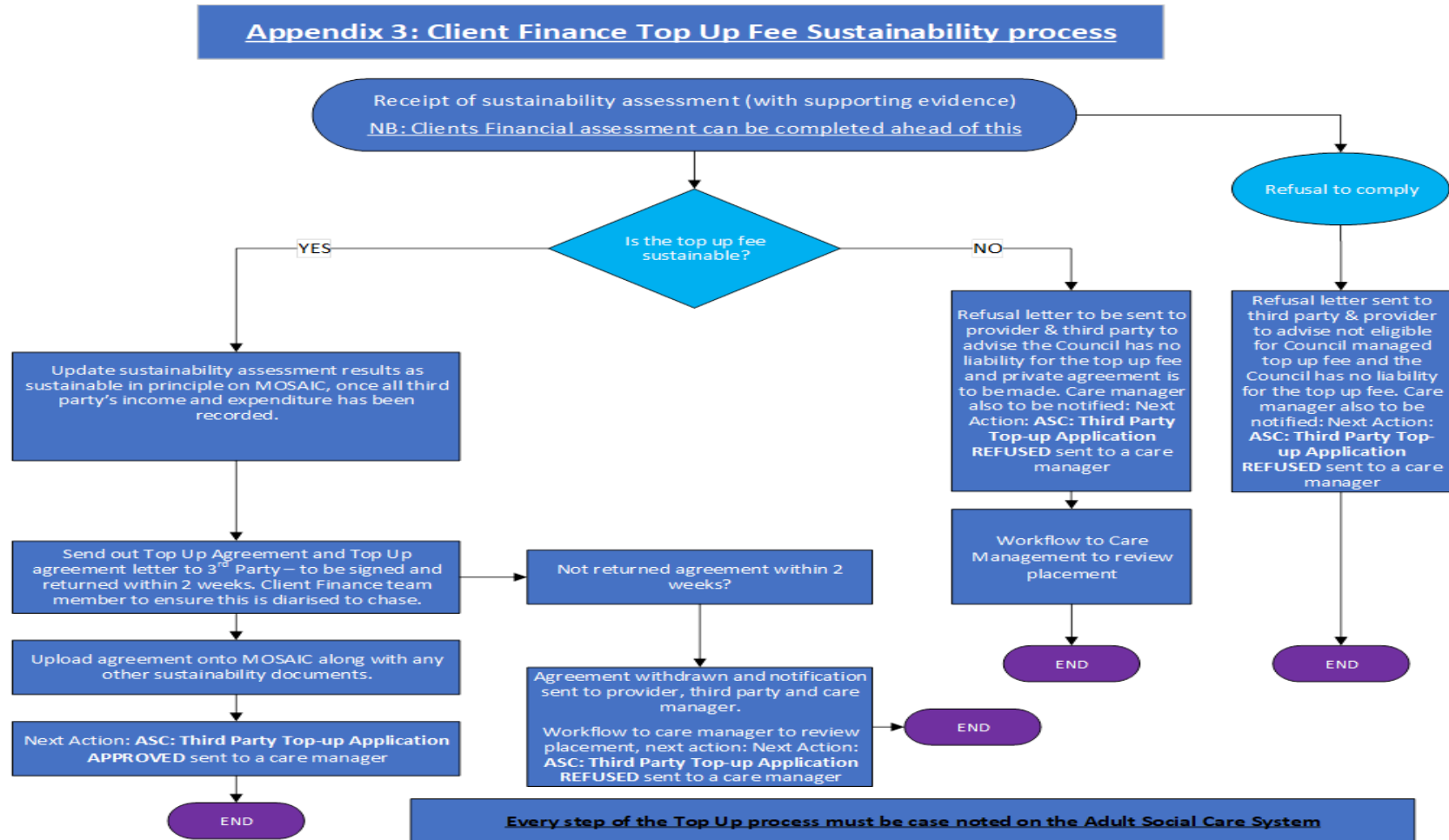




## 16. Appendix 2 – Top Up Process for Implementation



## 17. Appendix 3 – Client Finance – Sustainability Process



## 18. Appendix 4: 'Top-up' Sustainability



**Oldham**  
Council

### Assessment

#### Sustainability Assessment for 'Top-up' Accommodation Charges

When a person expresses a preference for a particular type of accommodation which is above the council commissioned rate for those services, this is referred to as a 'top-up' arrangement.

The council's Client Finance Team are responsible for assessing the financial sustainability of any 'top-up' prior to the placement being confirmed. For a 'top-up' to be considered this form must be completed and returned to:

**Client Finance Team, Level 4 Civic Centre, West Street, Oldham, OL1 1UL**

---

#### Instructions for completion:

1. Please complete this questionnaire in full
2. Please write legibly in black ink
3. You must declare all income and expenditure
4. Provide supporting documentation of all income and expenditure

About you			
<b>Title:</b>		<b>Surname:</b>	
<b>First Name:</b>		<b>Date of birth:</b>	
<b>National insurance number:</b>		<b>Marital status:</b>	
<b>Address and Postcode:</b>			
<b>Name of person Top up is for</b>			

**About your dependents (children of 17 and under)**

Age	Date of birth	Address

**About your employment**

Are you employed?	Yes / No
What is your occupation?	
Name of your employer:	
Employer address:	
Income from employment (gross):	£ per week/month/annually
If currently unemployed, date you became unemployed:	

Your income	How often?	Company & Reference Number	Amount (£)	Documents verified by officer:
State Retirement Pension *	Week / Fortnight/4 Weekly/ Month			
	Week / Fortnight/4 Weekly/ Month			

	Week / Fortnight/4 Weekly/ Month			
	Week / Fortnight/4 Weekly/ Month			
	Week / Fortnight/4 Weekly/ Month			
	Week / Fortnight/4 Weekly/ Month			

*\* With all benefit payments, please enclose either the 'Letter of Award', a copy of the front page of the Benefit Book, or a copy of a recent bank statement showing the benefits received.*

<b>Your outgoings</b>	<b>How often?</b>	<b>Company &amp; Reference Number</b>	<b>Amount (£)</b>	<b>Documents verified by officer:</b>
Rent and Ground Rent	Week/Monthly			
Mortgage	Week/Monthly			
Council Tax	Week/Monthly			
Insurance	Week/Monthly			
Utilities	Weekly/Monthly			
Food	Week/Monthly			
Maintenance payments	Week/Monthly			
Child care costs	Week/Monthly			
Other	Week/Monthly			

Evidence of all expenses must be provided and will be verified by the assessment officer

Your debts	Company & Reference Number	Amount (£)	Documents verified by officer:
Mortgage or Rent			
Council Tax			
Utility Bills			
Bank Loans			
Credit/Store cards			
Other			

Evidence of all debts must be provided and will be verified by the assessment officer

Final Demands / Court Orders
Please provide details and any instalment payments:

Your savings	Company & Reference Number	Amount (£)	Documents verified by officer:
Savings Accounts			
Stocks/Shares			

Other (specify)			
-----------------	--	--	--

If you own your own property, please provide details in the table below:

Your Property	Address & Postcode	Mortgage Balance (£)	Market Value (£)	Documents seen by officer:
UK				
UK				
Overseas				

Office use only:			
Completed?	Y/N	Top-up fee:	£
Total INC:	£	Total EXP:	£
Met criteria:	Y/N	Approved:	Y/N
System updated:	Y/N	Signed agreement:	Y/N
Outcome to provider:	Y/N	Outcome to client /third party:	Y/N

# 19. Appendix 5: 'Top-up' Agreement

## THIRD PARTY CONTRIBUTIONS AGREEMENT

THIS AGREEMENT is made on the day of \_\_\_\_\_ 201X between Oldham Borough Council of Civic Centre, West Street, Oldham, OL1 1GU of the first part ("the Council ")

And \_\_\_\_\_ (Name of person making the Top Up Contribution)

of \_\_\_\_\_ (Address of the person making the Top Up Contribution) ("the Third Party") and hereinafter referred to as the Party or together as the Parties.

**WHEREAS**

1. [Name of Resident]

of

("The Resident") wishes to reside at \_\_\_\_\_ ( "the Home"). \_\_\_\_\_ ). which is a home operated by the Service Provider.

2. The Third Party has agreed to pay the Council the Top Up Contribution (as herein after defined)

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:**

**3. Definitions**

In this agreement the expression already defined shall have the meanings assigned thereto and the following expression shall unless the subject or context otherwise require have the following meanings.

**"Third-Party"** The person who has entered into this agreement to pay the Top Up Contribution.

**"Resident"** The person living in the accommodation.

**"Top Up Contribution"**. The amount to be paid by the Third Party to reflect the difference between the Service Provider's Rate and the person's Personal Budget



**“Service Provider’s Rate”.** The amount the service provider charges for the provision of accommodation and social care services for the Resident

**“Personal Budget”.** The cost to the Council of meeting the needs identified in the care plan.

**Agreement**

The Third Party agrees to pay the Top Up Contribution which is the sum of £XXXX (XXXX pounds) being the difference between the Service Provider's Rate (which at the date hereof is £XX per week) and the person’s Personal Budget (which at the date hereof is £XX per week). The Top Up Contribution should be paid on a monthly basis unless alternative arrangements are agreed between the Parties in writing.

4. The Third Party hereby agrees to pay the Top Up Contribution to the Council on an agreed monthly basis.
  
5. For the avoidance of doubt, it is hereby declared and agreed between the Parties as follows:
  - a. Arrangements will be reviewed in line with arrangements for reviewing the resident’s financial assessment and Personal Budget. These are reviewed following a change in circumstances or on an annual basis.
  
  - b. The Third Party shall notify the Council immediately of any changes in their circumstances which could affect their ability to make the Top Up Contributions. This may trigger a review of arrangements.
  
  - c. The Third Party shall forthwith make arrangements to pay the Top Up Contribution to the Council by direct debit or such other arrangements as the Council may reasonably require.
  
  - d. In the event of the failure by the Third Party to pay the Top Up Contributions to the Council in full at any time the Council will have the right to give 4-weeks’ notice in writing to the Resident and the Third Party to withdraw the Resident from occupation of the Home and following an assessment of need under the Care Act 2014 place them in alternative accommodation that is affordable within the amount identified in the Resident’s Personal Budget.

AS WITNESS the hand of the Third Party and the hand of the duly authorised representative of the Council and the Service Provider the day and year first before written

Signed: ..... (Signature of Authorised Officer)

*On behalf of Council*

Signed: ..... (Signature of the Third Party)

## 20. Appendix 6: Balance Sheet (First and Third-Party Contributions)

*This template should be completed to support decision-making on whether to move a person where the preferred accommodation provider has given notice owing to financial implications of inability to provide either first or third-party top-up arrangements.*

The balance sheet must reflect multi-agency opinion and consideration of other alternative accommodation and care provision. All relevant factors should be considered including, practical; emotional; welfare; medical; cultural and spiritual factors (please consider factors arising from the person's own past and present ascertainable wishes first.)

<b>Option 1: Remain at current placement setting (appropriate to need)</b>	
<b>Benefits</b>	<b>Burdens</b>
<b>Option 2: Move to an alternative placement setting appropriate to need – with no third-party contribution required/ reduced third party contribution required.</b>	
<b>Benefits</b>	<b>Burdens</b>

Decision maker:

Date:

Client Ref – MOSAIC ID /NHS number:

# 21. Appendix 7: Confirmation of Top-Up Discussion



## Confirmation of Top-Up Discussion

Where a person’s needs have been identified to be met in a residential or nursing home setting, shared lives environment or supported living accommodation, the person may choose a setting that is more expensive than the amount of the council’s rates.

The difference between the cost of the council commissioned market rate and the more expensive accommodation is known as an additional cost, or a ‘top-up’ payment.

The person entering care cannot pay their own top- up payment. Where a person chooses a more expensive setting the person and the third party (payer) should fully understand the implications of ‘top-up’ arrangements and the requirements for agreeing a ‘top-up’ agreement. (please see policy for exceptions or ask care management for a copy).

The top-up payment will be expected to be paid by a third party, known as the ‘payer’. The payer will be expected to complete a sustainability assessment with the Council’s Client Finance Team, to ensure the top up is affordable.

The setting that has been identified has a weekly top-up for £.....

I can confirm that this payment has been discussed with me as the ‘payer’ and the care manager.

I understand that the placement cannot be made permanent until the sustainability assessment has been completed with me by the Client Finance Team. I also understand in order to assess my eligibility as a ‘payer’ I will be asked to provide my full income and expenditure details, including any capital I have.

I can confirm that I understand the top-up process, and this will be paid in addition to client contribution, which will be paid by the person entering the care setting. The assessed contribution will be confirmed by the Client Finance Team, following the completion of a financial assessment.

I can confirm that I have identified as the ‘payer’ of the top up payment and that if assessed as sustainable, I will be responsible for the top-up payment.

**Name:** ..... **Date:** .....

**Relationship to resident:** .....

I can confirm I have discussed the top up policy with the ‘payer’ and that they fully understand their responsibilities:

**Council Officer:** ..... **Date:** .....