

# **Non-Residential Services - Charging Policy 2025-2026**

# **Principles of the Policy**

This Policy is based on the Care Act, Care and Support Statutory Guidance: <a href="https://www.gov.uk/government/publications/care-act-statutory-guidance/care-and-support-statutory-guidance">https://www.gov.uk/government/publications/care-act-statutory-guidance/care-and-support-statutory-guidance</a>

Social Care, unlike Health Care, is NOT free. You will pay what you can afford to pay based on a Financial Assessment so that:

- Your income is <u>not</u> reduced below a specified level after charges have been deducted. The Department of Health & Social Care set Minimum Income Guarantee levels each year.
- The outcome does <u>not</u> result in you being left without the money to pay for any other necessary care or support within your care plan.

# **Services covered by this Policy**

Non-residential community care services are covered by this policy. These services include:

- Domiciliary Care Personal care provided in a person's own home.
- Community Based Day Services care provided outside of the home setting and traditional centre-based day care.
- Day Care (Buildings Based) care provided outside of the home in a day centre.
- Extra Care Schemes care provided in an extra care setting.
- Direct Payments You can choose varied forms of care or support which meet your specific agreed outcomes, as defined in your support plan.
- Connecting Lives (also known as Shared Lives) gives adults with care needs the opportunity to have support or live with a family in their home.
- Supported Living A combination of care and support for adults with care needs.
- Carers/Sitting Services provided to the 'cared for' person.





#### **Financial Assessment**

If you have capital **over** £23,250 (excluding the value of the property you live in but including any other property) you will have to pay the full cost of your care. Our Care Navigators can help you to purchase your own care, please contact Care Connect on 01934 88 88 01

If you have capital **under** £23,250 (excluding the value of the property you reside in), you are entitled to a full financial assessment. This will work out the **maximum weekly contribution** and you will be asked to pay up to this amount towards your care. Sometimes your weekly charge will be more than the cost of your care. In this case you will be charged the lower amount.

You will be asked to complete an Online Financial Assessment at <a href="www.mycostofcare.com">www.mycostofcare.com</a> before any care is delivered, unless it is an emergency or you are receiving a Reablement service.

The financial assessment is based on information supplied by you. We look at income, savings, assets, and capital. Some income is ignored, and some is counted towards the contribution. The assessment is based on your individual circumstances.

You will be allowed to keep some income to cover your living costs. This is known as the Minimum Income Guarantee (MIG). Below are some <u>examples</u> of MIG rates; if your weekly income (including care benefits) is more than this you will be required to pay something towards your care:

Single – over pensionable age
 Single – between 25 and pensionable age plus disability benefits
 £232.60
 £186.40

The assessment calculation is represented as:

Actual income *less* Minimum Income Guarantee (MIG) *less* housing costs not covered by other benefits *less* disregarded income *less* Disability Related Expenditure = Assessed Contribution Your charge will be reviewed annually unless you have a change in circumstances; of which you must inform us immediately. If you refuse to co-operate with a financial assessment, you will be required to pay the full cost of your care, regardless of how much income or savings you have.

#### What counts as Income?

The weekly income counted in a financial assessment includes ALL benefits, allowances and pensions, all private and occupational pensions (including annuities) and any tariff income (explained in next section)



The following is then ignored either totally or in part (disregards):

- All earnings from employment
- The first £10 per week of War Widows and War Widowers pension
- Armed Forces Independence Payments and Mobility Supplement
- Payments to veterans under the War Pension Scheme (excluding Constant Attendance Allowance element)
- Child Benefit
- Disability Living Allowance (DLA) Mobility component
- Personal Independence Payment (PIP) Mobility Component
- The night care element of DLA or Attendance Allowance (AA)
- Savings Credit element of Pension Credit

#### **Notional Income**

In some circumstances you may be treated as having income that you do not actually have. This is known as notional income. This may include income that would be available to you but has not been applied for (for example Pension Credit). It could also be income that you have deliberately deprived yourself of for the purpose of reducing the amount you are liable to pay for your care.

In all cases we must be satisfied that the income would or should have been available to you.

# What counts as Savings?

Savings and capital include savings and current accounts, investments, property, and land (other than the home you normally live in). If you have joint savings, we will only take half of the savings into account.

We do not count savings and capital of less than £14,250. If you have between £14,250 and £23,250, we work out a tariff income.

#### **Tariff Income**

We charge an extra £1 for every £250 (or part thereof) over £14,250 that you have. For example, if you have savings of £17,000, we will assume a tariff income of £11.00 per week which will be added to your income in the financial assessment

£17,000 - £14,250 = £2,750 £2,750  $\div$  £250 = 11 11 x £1 = £11.00



### **Deprivation of Assets**

We may have evidence that you have deprived yourself of a capital asset to reduce your charges. We may treat you as though you still had the asset. We may request further details if:

- You no longer have capital which would otherwise have been considered for the purpose
  of assessing your contribution towards your care services.
- You deliberately deprive yourself of capital which would otherwise have been available to you. For example, you have transferred ownership of a property to another person, or the beneficiary of an insurance policy is changed so that the monies are not available to the you.

It is up to the you to prove that you no longer have the capital asset. Failure to do so will result in us considering that you still have the actual capital.

# **Disability Related Expenditure (DRE)**

Disability Related Expenditure (DRE) is expenditure which you have on top of your day to day living costs where the cost is more than normal expenditure and due to disability rather than choice. The amount of DRE is deducted from the financial assessment when determining your charge.

The general principles for DRE allowances are that:

- The costs must be unavoidable and essential to maintain independence
- They should be considered in line with your support plan.
- They should be the lowest cost alternative
- Evidence of payment may be asked for if higher costs are involved
- Exceptional circumstances will be considered

#### **Additional Information**

All charges will commence from the start date of the service. You will be charged for each planned visit delivered. If you have double-up care, you will be charged for both carers.

Hourly rate for Domiciliary Care, Extra Care, Supported Living
Sessional rate for Buildings Based Day Care
£26.00 (2025/26)
£32.00 (2025/26)

Live-in care packages & Shared Lives services are charged at the cost of care (up to the maximum weekly contribution)



We invoice every 4 weeks. The invoice will show you the amount of service you have received, e.g., Domiciliary Care and/or Day Care, and the total charge each week.

You **must** give your provider 24 hours' notice if you do not require a visit. If you do not give notice, you may be charged for the visit. Unforeseen circumstances such as hospital admission will be considered.

You **must** give us 4 weeks' notice if you wish to cancel your service. If you wish to cancel your care or change your provider at any time due to an unsatisfactory service, this should be discussed with your Care Manager.

Failure to give 4 weeks' notice may result in you being charged for this period whether you receive the care or not.

# Right to Appeal

If you disagree with the calculation of your assessed charge, you have the right to appeal.

You have 30 days from the date that the charge is advised to you in which to start the appeal. You can start the appeal process by writing/emailing to the address below. Please detail the reason of your appeal and enclose/attach evidence of additional expenditure if necessary:

Financial Assessments & Benefits Team, Town Hall, Weston-super-Mare BS23 1UJ Fab.Team@n-somerset.gov.uk

# **Exemptions from Charging**

Services are free if you are:

- Diagnosed with Creutzfeldt-Jakob Disease
- Entitled to the provision of S117 after care, Mental Health Act 1983
- Receiving reablement services (free up to 6 weeks)
- Receiving CHC funded care

This publication is available in large print, Braille or audio formats on request.

Help is also available for people who require council information in languages other than English. Please contact: Care Charging Team on 01275 888679