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RESIDENTIAL AND NURSING HOMES THIRD PARTY CONTRIBUTIONS (TOP-UPS) POLICY

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Document Classification

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Approval Log

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Version Log

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0.01	Draft	05.07.13	Document creation	-	All
0.02	Draft	15.07.13	Numerous changes	Feedback from WFAT & Finance	All
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0.06	Draft	13.08.13	New contact details on AS14 form	Feedback from WFAT	p.12
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3.1	Final Draft	06.06.2016	Care Act Compliant and new policy compliant	New Legislation and New Policy	All
3.2	Revision		Changes in terms and conditions for unified contract	Change in terms and conditions for care home providers under new contract	

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1. Introduction and statement of purpose

Glossary of terms

Best Interests Assessment	An assessment to determine and evidence what would be in a person's best interest, in relation to a specific decision, where the person has been determined, using a mental capacity assessment, as lacking the capacity to make that decision themselves.
Third Party Top Up	A third party is someone who agrees to pay a top-up to enable a relative or friend to go into a home or receive care at a rate which is higher than adult social care services can support.
Top up	A top-up is an additional payment usually made by a third party, which is in addition to the amount that the service-user is asked to pay from his or her own income and savings towards the care.
Herefordshire Council/the Council	The organisation that arranges care and Support.
Social Care Services	Social Care covers a wide range of services provided by Herefordshire Council, Partners and the independent sector to eligible people either in their own homes or in a care home.

2. Top-ups are an additional payment, usually a weekly sum, made by a person or organisation when an individual chooses an accommodation setting (typically a residential or nursing home) that is more expensive than the amount identified in their personal budget for the provision of accommodation.
 - 2.1 If the care and support planning process determines that care and support in an accommodation setting is required to meet an individual's needs (e.g. care home, shared lives, extra care), the individual has a right to choice of accommodation.
 - 2.2 The top-up payment is the difference between the amount specified in the individual's personal budget and the actual cost of the preferred provider if there is a difference in the cost between them.
 - 2.3 The purpose of this policy is to make it clear when, and how, top-ups can be made.
 - 2.4 When seeking to place an individual into accommodation provision to meet their needs the council should make all reasonable efforts to enable individuals to move to, or remain at, the accommodation of their choice. Top-ups facilitate and

support individuals to have a greater freedom of choice when selecting the accommodation in which they wish to live.

- 2.5 Except in specific circumstances, top-ups can only be paid by a third person and not the individual needing care and support. The instances when an individual can pay a top-up themselves are outlined in paragraph 6.2.
- 2.6 Top-ups only apply where the individual has **chosen** a more expensive accommodation setting. If the council places the individual in a more expensive setting because they are unable to make alternative arrangements, the personal budget must be adjusted to reflect this amount. The individual would then contribute towards the amended personal budget according to the financial assessment.
- 2.7 All relevant members of Adult and Wellbeing Directorate and any other related council teams are required to read and properly understand this policy

3. Legislative framework

- 3.1 Care Act 2014 – Annex A (Choice of accommodation and additional payments) requires that where the council 'is responsible for meeting an individual's care and support needs and their needs have been assessed as requiring a particular type of accommodation in order to ensure that they are met' the individual must have the right to choose between different providers of that type of accommodation, providing certain conditions.
- 3.2 Human Rights Act (2008). The council is required to treat everyone with fairness, equality, dignity, respect and autonomy. Of particular significance is the (qualified) right to respect for private and family life, home and correspondence

4. When a top-up can apply

- 4.1 The care and support planning process identifies how best to meet an individual's needs. As part of the care and support planning process, the council must provide the individual with a personal budget (except in circumstances as set out in the Care Act (Personal Budget Exclusion of Costs) Regulations 2014).
- 4.2 Top-ups are needed when an individual **chooses** an accommodation setting that is more expensive than the amount identified for the provision of accommodation within their personal budget, but when their assessed needs can be met elsewhere within their personal budget. The council may determine that a top-up is required to make up the difference to enable the individual to stay in their accommodation of choice.
- 4.3 If an individual chooses a more expensive setting, the council should ensure the individual, any family and the third party fully understand the full implications of this choice.

- 4.4 For guidance on deciding whether a top-up can apply, please refer to the flow diagram in Appendix 1.
- 4.5 Top-ups can only apply when the council has a contract with the accommodation provider.
- 4.6 If there is no suitable accommodation available to meet the assessed needs of the individual within their personal budget, the council will fund the cost of the care, subject to any client contribution, at the higher rate and a top-up will not be required.

5. What a top-up can and can't be used for

- 5.1 Some accommodation settings charge higher rates because they offer more expensive accommodation.
- 5.2 Top-ups should be distinguished from charges made for extra items not covered by the accommodation's basic fees, which are permitted.
- 5.3 If a top-up is required, the individual, their family and/or the third party should be informed why a top-up is needed (i.e. the accommodation of their choice is more expensive than the amount identified in their personal budget).
- 5.4 Top-ups can be made regardless of whether the accommodation is in or out of county

6. Who can make a top-up

- 6.1 A top-up can be made by a third-party, this may be:
- A friend,
 - A relative or family member, or
 - Any other person, such as a charitable organisation
- 6.2 Normally, the individual themselves cannot make a top-up. Government rules say an individual cannot fund their own top-up from their savings or personal allowance. However, the individual may choose to make a top-up in the following circumstances:
- i. if the individual has a property to sell, they can pay from their own resources whilst a 12 week property disregard¹ is in place, or
 - ii. if the cost of care is being funded by a deferred payment² agreement with the council, the top-up element can be added to the total amount owed, or
 - iii. if the individual is receiving accommodation provided under S117 for Mental Health aftercare, they can then fund any top-up payment
- 6.3 Top-ups are not to be confused with the client contribution³ or with the NHS Funded Nursing Care (FNC) contribution⁴.

¹ Refer to the council's Care and Support Charging guidelines

² Refer to the council's Deferred Payments Policy for more detail

³ Client contribution refers to the amount the individual is financially assessed as requiring to contribute towards the council's usual care home rate

- 6.4 For the purpose of this policy, the person paying the top-up shall be referred to as the third-party (in certain circumstances as outlined in 6.2 above, the third party may be the individual themselves)

7. How is the third party contribution agreement arranged

- 7.1 The council must contract with the accommodation provider for the full-cost of the placement including any top-up. The third party will pay their contribution (the top-up) to the organisation named in the third party contribution agreement; from 3 April 2017 the council has agreed to collect third party contributions where the accommodation provider has entered into a unified contract with the council..
- 7.2 Where the council has asked the accommodation provider to collect the third party contribution the council will underwrite (to the accommodation provider) any non-payment of a top-up for a limited time only, so long as the accommodation provider notifies the council of non-payment within the prescribed timescales (see paragraph 9.3).
- 7.3 A top-up can only be made after the third-party signs the third party top-up agreement with the council, agreeing to meet the ongoing top-up cost. Agreements for third party top-ups cannot be made between the accommodation provider and third party alone. Please refer to Appendix 2 for the template Third Party Contribution (top-up) Agreement Form (AS14).
- 7.4 Any sum payable by a third party as a contribution to the individual's care is only appropriate if it is consistent with the written and signed agreement with the council.
- 7.5 The third party contribution is a separate payment to the individual's assessed contribution towards their care (the "client contribution").
- 7.6 The council must ensure that the third party is willing and able to meet the additional cost for as long as the individual is in the accommodation, recognising that this may be for some time into the future. However, the council has no powers to ask anyone about their finances apart from the individual with care and support needs.
- 7.7 The third party should be encouraged to discuss with a social worker or relevant Council Officer, the implications of making top-up contributions before they make the financial commitment and sign the third party contribution (top-up) agreement with the council. In particular they should be made aware of:
- the length of time they may be making payments for
 - the top-up amount will likely increase over time as accommodation providers increase their rate and that there is no guarantee any increases in accommodation fees will automatically be shared evenly between the council and third party

⁴ FNC is a fixed rate contribution paid by the NHS directly to the residential care home to fund care from registered nurses for residents assessed as eligible according to NHS continuing healthcare criteria

- an increase in the individual's income will not necessarily lessen the need for a top-up as the individual's income will be subject to financial assessment
 - if the individual has a change in circumstances that requires a new Financial Assessment and this results in a change in their client contribution, this may not reduce the need for a top-up payment
 - if they fail to make the required payments it may result in the individual being moved to an alternative accommodation setting
 - only they or another third party (not the individual) can make the payment
 - they should sign the council's third party top-up agreement (AS14) to show that they understand the implications of the commitment and that they agree to making the top-up contributions.
- 7.8 Before signing the agreement, the third party and individual should be provided with sufficient information and advice to ensure they understand the implications, including signposting to independent financial information and advice. Sources of information include the council leaflet Moving into a care home, paying for care pages on the council and WISH website <https://www.wisherefordshire.org> and the Care Act 2014 statutory guidance Annex A (Choice of accommodation and additional payments) <https://www.gov.uk/guidance/care-and-support-statutory-guidance/annexes> .
- 7.9 All parties to a contract for the provision of accommodation, including a third party agreement, must understand the overall nature of that contract and agreement.
- 7.10 Third party top-up arrangements will be reviewed by the council at least annually. Details of how the arrangements will be reviewed will be outlined by the council in the third party contribution (top-up) agreement form (AS14)
- 7.11 If the individual moves to a different accommodation setting, and a top-up is required, any third party top-up agreement with their previous accommodation provider will terminate and a new third party contribution (top-up) agreement established with the new accommodation provider.

8. What happens if the care home increases its weekly fees

- 8.1 If an accommodation provider decides to increase its fees, it must first establish this in a revised contract with the council which incorporates any agreed or revised third party top-up agreements established by the council.
- 8.2 Any increase in an accommodation provider's fees may result in a need to review third party top-up contributions. There is no guarantee that an increase in accommodation provider fees will automatically be shared evenly between the council and third party should the provider's costs rise more quickly than the amount the council would have increased the individual's personal budget.
- 8.3 The third party top-up amount may only increase by agreement between the council and the third party. This applies if the accommodation provider seeks to increase its fees beyond the amount identified in the individual's personal budget.

9. What happens if the third party stops paying the top-ups

- 9.1 If an agreed third party top-up is not paid, or the third party gives notice to terminate their contribution, this may result in the individual having to move to alternative accommodation that can be met with the amount identified in the individual's personal budget.
- 9.2 Failure of a third party to maintain payments may result in the individual being moved to alternative accommodation where this would be suitable to meet their needs and be affordable within their personal budget (subject to a new needs assessment). In addition, the council will also take action to recover unpaid monies from the third party.
- 9.3 If the third party fails to pay the required amount, the council is liable for the full cost of the accommodation until it has either recovered the additional costs it incurs or has made alternative arrangements to meet the individual's needs (for details about limitation of liability refer to Section 9). The council is obliged to pay any outstanding sums to the accommodation provider, provided that the accommodation provider notifies the council as soon as practicable and within 28 days of the non-payment requesting the outstanding amount and demonstrating that they have made reasonable effort to collect the payment from the third party.
- 9.4 From 3 April 2017 the council will invoice the third party for top-up contributions that have been agreed with the accommodation provider under the terms of the unified care contract. If the third party contributor defaults on making payments to the council, recovery of any outstanding sums will be undertaken in accordance with the council's debt recovery policy.
- 9.5 As outstanding third party top-up contributions exceed the original care funding agreement made by the council, the social worker must request this additional funding at Quality Assurance Panel so as to be able to raise a purchase order.
- 9.6 Whilst the council is obliged to pay any outstanding third party top-up contributions, and recover the monies directly from the contributor; it is not obliged to keep anyone in an accommodation setting which charges fees above what is identified within an individual's personal budget if the assessed needs of the individual could be met elsewhere within their personal budget.
- 9.7 If the third party is no longer able to pay the top-up contribution, they can terminate the agreement by giving the council six weeks' notice. The third party should be made aware that doing this will necessitate a new care arrangement being established by the council which may result in the individual being moved to alternative accommodation.
- 9.8 If the third party is no longer able to pay the top-up contribution (either through failure to pay or by terminating the agreement), the council will take the following steps:

- i. Negotiate on behalf of the individual with the accommodation provider to see whether they will accept the amount identified within the individual's personal budget⁵.
- ii. If the accommodation provider cannot negotiate, the individual may need to move to a less expensive room in the same accommodation if available or to an alternative accommodation setting that is within their personal budget
- iii. If the resident is to be moved to a different accommodation setting, the social worker should carry out a full needs assessment to ascertain the potential impact of the move on the individual:
 - If the assessment identifies that the assessed needs can only be met in the current accommodation or that the risks of impact of moving on the individual are too great, the council has a statutory obligation to pay the full cost of care at the higher rate.
 - If the assessment identifies that the assessed needs can be met elsewhere and the individual can be moved safely with the risks of moving appropriately mitigated, the social worker should explore options to fund alternative accommodation within their individual's personal budget.

10. Limitation of liability

- 10.1 The council will not accept liability or to compensate the individual if it becomes clear that the top-up payment is being met from the service users own resources.
- 10.2 No liability will be assumed by the council for debts which are notified to the council more than 28 days after the first default.

11. Impact Assessment

- 11.1 An impact assessment (Appendix 2) has been completed to show how the policy is expected to affect the people of Herefordshire.

12. Related policies

- Deferred Payment Policy
- Debt Recovery Policy

13. Monitoring and review

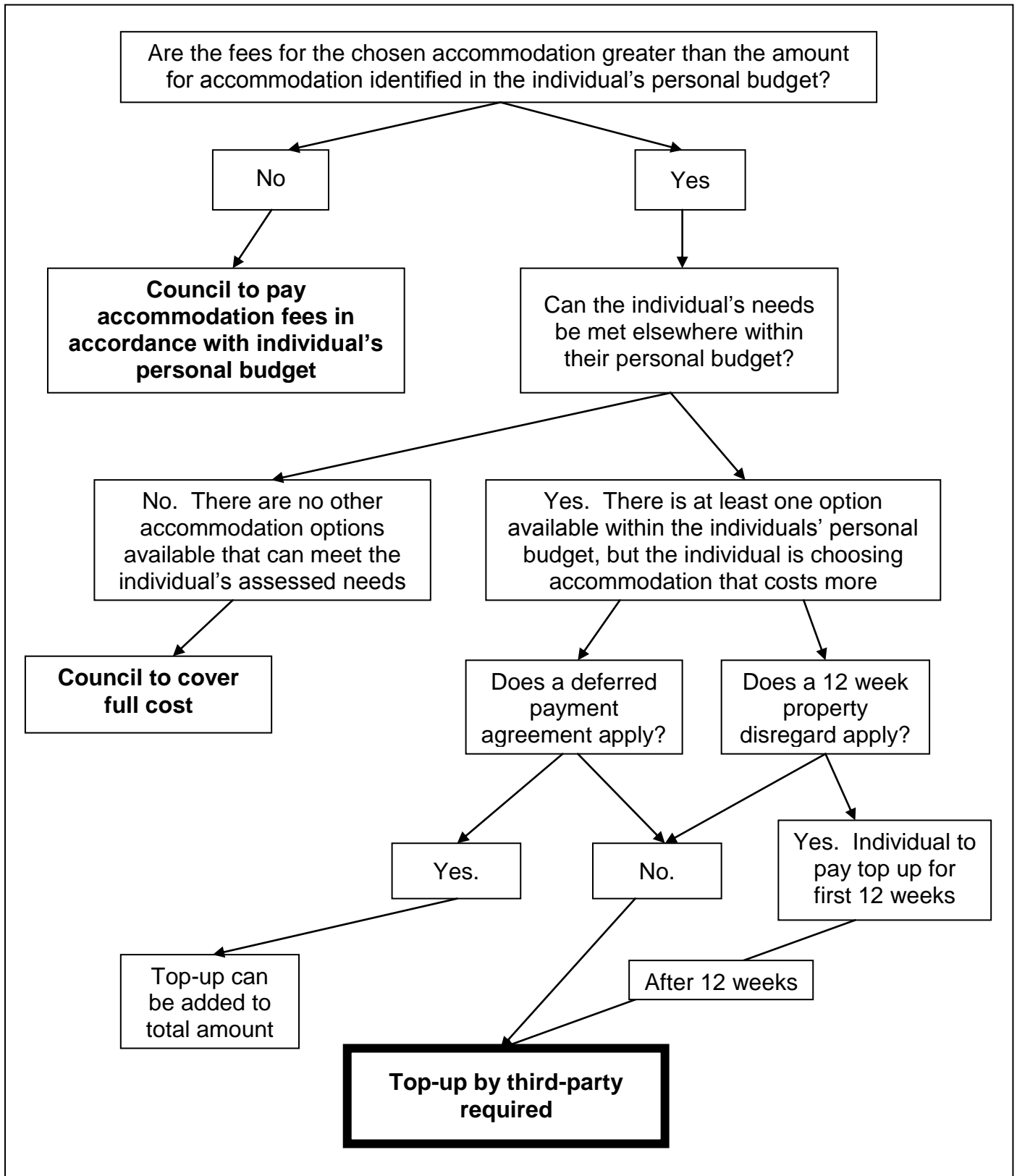
- 13.1 This policy will be periodically reviewed in line with any changes to statutory guidance, particularly with respect to any changes within the Care Act 2014 Annex A (Choice of accommodation and additional payments)
- 13.2 Non-compliance with this policy may result in service user choice being unfairly restricted and may also result in the council being in breach of national legislation.
- 13.3 The effectiveness of this policy will be determined by the level of consistency in which third party top-up contributions are applied. The main channels through which

⁵ This may be done by the social worker, family member, Broker Team or whoever is best positioned to do so

this will be ascertained are feedback through complaints, the Quality Assurance Panel, service user contact with Social Work Teams and Welfare and Financial Assessment staff, and accommodation provider contact Commercial Services and Commissioning Teams.

APPENDIX 1

Flow diagram to decide whether third party top-up contributions apply when the council has agreed to fund the care at an accommodation setting which it has a contract with





APPENDIX 2: Third party contribution (top-up) agreement (AS14)

ADULT AND WELLBEING DIRECTORATE

THIS THIRD PARTY CONTRIBUTION AGREEMENT is made BETWEEN HEREFORDSHIRE COUNCIL, Adult and Wellbeing Directorate, Plough Lane Office, Hereford HR4 OLE

And (the Third Party Contributor, “the Contributor”)
of (address)
.....

1. The Council has entered into an arrangement with in respect of the Resident named overleaf for the provision of care services at a weekly fee in excess of the Council’s usual rate.
2. As the Contributor you have agreed to pay the amount shown overleaf as a contribution to the weekly fee charged by the Home for agreed periods of residence. This will include agreed future short stays where the contractual arrangement with the Home does not call for any change in the level of payment required from the contributor.
3. This Agreement is effective from, in the year of until terminated in accordance with paragraph 5 below.
4. The fees of the Home and the sums paid by the Council and the Resident will be varied from time to time⁶. The Council shall notify the Contributor in writing if, as a result, the third party contribution needs to be changed and shall give the Contributor not less than 4 weeks notice of any such change. If the Contributor is willing to pay the new amount the Contributor will be asked to sign a new agreement with the Council and this Agreement shall end. If the Contributor declines to agree to the new third party contribution, this may result in the resident having to move to a care home that charges the council’s usual rate.
5. This Agreement shall terminate:
 - a) on the third day after the date of death of the resident or as specified in the current Homes terms and conditions contract with the Council, or
 - b) on the Council terminating its contract with the Home, or
 - c) on the Contributor giving the Council not less than 6 weeks notice in writing of their intention to terminate, or
 - d) on a new third party contribution Agreement being completed.
6. If the Contributor fails to maintain the third party contribution payments, this agreement may terminate and the resident may be required to move to alternative accommodation where this would be suitable to meet their needs and be affordable within the personal budget. The council would undertake a new assessment before considering this course of action.
7. It is agreed by the Contributor that termination of the Agreement under paragraph 5c

⁶ There is no guarantee that increased costs will automatically be shared evenly should the fees of the accommodation provider rise more quickly than the amount the council would have increased the individual’s personal budget

or non-payment by the Contributor of their contribution may result in the resident moving to alternative accommodation.

8. Any notification by the accommodation provider of variation in the figures in the Schedule overleaf shall not affect this Agreement.
9. Any notification by the contributor of variance or termination of the Agreement must be sent to the council at the address given at the top of the Agreement.
10. Where the resident has a change in circumstances that requires a new financial assessment and this results in a change in the level of contribution the person makes themselves (i.e. the client contribution), this may not reduce the need for a top-up payment

SCHEDULE

Name of Resident	
Residential/ Nursing Care Home	
Total Weekly Cost of Care Amount specified for accommodation in the resident's personal budget.	
Resident's Assessed Charge (<i>client contribution</i>) and Council's Contribution (Combined weekly figure) The Resident's assessed charge will be notified separately	
Third Party Weekly Contribution (weekly top-up amount to be paid)	
Top-up payments to be paid to	

Note to the Contributor

This Agreement commits you to making a payment. It may be terminated by you by giving the Council six weeks notice. If you cease payment this will necessitate a new care arrangement being established by the Council which may result in the Resident being required to move to alternative accommodation.

This agreement will be reviewed from time to time, including when the Council reviews its contract with the Accommodation Provider.

No element of the Resident's Personal Expenses Allowances may be used towards payment of your contribution.

You are advised to obtain a receipt for each payment made.

In order to avoid confusion, if you are paying a top-up payment to a care home, you are advised not to vary the contribution you pay to the home without contacting the Welfare and Financial Assessment Team on telephone number 01432 383444

Signed by the Contributor: Signed on behalf of the Council:.....

This Agreement is dated:

APPENDIX 3

Assessing the impact of policies and procedures

Introduction

It is essential that the Council assesses the potential impact a new or change to policy may have on the residents of Herefordshire. This policy will make it clear when a top up can and should be made to ensure transparency across the care home market, and be clear for both residents, family, friends and carers. This equality impact assessment looks at whether the policy will have any adverse effects on any specific group or the protected characteristic groups and if it does, seek to mitigate or minimise any negative impact.

This policy should positively impact on service users, their families and carers because:

- a. It gives clarity to their right to choose to stay in whatever residential or nursing home they prefer
- b. It makes clear to all parties involved how the mechanism works, and therefore should help minimise confusion, anxiety and delay

Where this shows that there are likely to be significant effects and/or costs a further more in-depth assessment of the policy or procedure should be made

In 2015/16 there were 149 permanent admissions:

83 residential

66 nursing

Approximately 750 service users are in permanent placement in care homes at any time placed by adult social care.

In June 2016, 101 top ups were being made to care homes in and out of county.

Section 1 – background information

Title of policy or procedure:	Third party contributions (top-ups) policy
Date of Assessment:	June 2016

Completed by:	Laura Tyler
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What outcomes is the policy or procedure designed to achieve?	To make clear when, and how, third party contributions can be made for residential and nursing care
What group or groups (if any) is the policy or procedure intended to affect?	Existing and future residents of residential or nursing homes within the county
What geographic area or areas is the policy or procedure intended to affect?	County-wide and for out-of-county placements
Who has been consulted in designing this policy or procedure?	<ul style="list-style-type: none"> • Relevant council teams – finance, welfare and benefits, contracts and commissioning • Social Work Team Managers • Care home providers

Section 2 – Impact on health and well-being

How will the policy or procedure impact upon the following factors that affect health and well-being?	<u>Positively</u> Evidence how it will have a positive impact. Disclose sources and cite them. Indicate whether the impact will be high, medium or low	<u>Negatively</u> Evidence how it will have a negative impact. Disclose sources and cite them. Indicate whether the impact will be high, medium or low	Not expected to make an impact
<ul style="list-style-type: none"> ● Personal lifestyle (e.g. diet, smoking, drugs, exercise such as walking and cycling, personal choices, sense of control, access to green space) 			✓
<ul style="list-style-type: none"> ● Social and community (e.g. social isolation, peer pressure, cultural beliefs, crime or anti-social behaviour. How will it influence engagement, empowerment or participation in decision-making?) 	Ensure some greater freedom of choice for service users in where they wish to live with regards to nursing and residential homes		
<ul style="list-style-type: none"> ● Home, education, work (e.g. housing, services, amenities, school, jobs, use of local and ethical goods and services) 	Ensure some greater freedom of choice for service users in where they wish to live		
<ul style="list-style-type: none"> ● The environment (e.g. climate change, pollution, air quality, hazardous waste, neighbourhood, protecting the environment, promoting biodiversity) 			✓
<ul style="list-style-type: none"> ● The Economy What is the impact on the local / regional / national economy (e.g. incomes, benefits, skills, jobs, cost of energy & food) 	Ensure that residential and nursing home placements are paid for appropriately, without confusion		

Section 3 – Geographical impact

How will the policy or procedure impact upon different geographical areas?	<u>Positively</u> Evidence how it will have a positive impact. Indicate whether the impact will be high, medium or low	<u>Negatively</u> Evidence how it will have a positive impact. Indicate whether the impact will be high, medium or low	Not expected to make an impact
Rural areas			✓
Market towns			✓
Hereford city			✓
Natural systems & resources:			✓

Section 4 – impact on specific target groups

How will the policy or procedure impact upon the following potentially marginalised groups?	<u>Positively</u> Evidence how it will have a positive impact. Indicate whether the impact will be high, medium or low	<u>Negatively</u> Evidence how it will have a negative impact. Indicate whether the impact will be high, medium or low	Not expected to make an impact
<ul style="list-style-type: none"> ● People on low incomes 	Ensure that third party contributions are made only where appropriate	Only those who can afford to pay a top up will have more choice in the choosing a Home.	
<ul style="list-style-type: none"> ● People from a minority cultural or ethnic group 			✓
<ul style="list-style-type: none"> ● Families with children 			✓
<ul style="list-style-type: none"> ● Disabled people (e.g. people with learning difficulties, older people with impairments, people with mental health problems, people with physical disabilities) 	Ensure greater freedom of choice for service users in where they wish to live. Older and disabled people account for the majority of care home residents.		
<ul style="list-style-type: none"> ● Gender or sexual orientation 			✓

Section 5 – monitoring the policy or procedure – How will you know whether you are on track to meet your targets?

How will the policy or procedure be monitored?	The effectiveness of this policy will be determined by the level of consistency in which third party contributions are applied. The main channels through which this will be ascertained are: <ul style="list-style-type: none"> • Feedback through complaints • Quality Assurance Panel • Service user contact with Social Work Teams and Welfare and Financial Assessment staff • Care home provider contact with the Contracts and Commissioning Team. • Performance management reports
How often will this take place?	On-going
Who will be responsible for monitoring the policy or procedure?	Assistant Director: Commissioning

Section 6 – evaluating the policy – How will know how successful the policy has been?

How will the policy or procedure be evaluated?	On-going monitoring of the application of this policy through the channels identified above will provide the basis for evaluation of the effectiveness of this policy
Who will be responsible for evaluating the policy or procedure?	Assistant Director: Commissioning
When is the evaluation expected to be completed?	On-going evaluation
When and to whom will the evaluation of this policy or procedure be reported?	Any relevant feedback on the success of the policy, or any issues with the policy, will be reported to the Directorate Leadership Team as and when required.

	a) Is there any potential for (positive or negative) differential impact?	b) Could this lead to adverse impact and if so what?	c) Can this adverse impact be justified on the grounds of promoting equality of opportunity for one group, or for any other reason?	d) Please detail what measures or changes you will put in place to remedy any identified adverse impact.
Age	<p>This proposal will affect older people as it relates to residential and nursing homes for older people.</p>	<p><i>If fewer homes agree to contract with the council at its usual price, service users choosing to go to more expensive accommodation will be required to fund the difference (e.g. a third party contribution). This may place additional financial burden and anxiety on residents and their families.</i></p>	<p>The Council has a duty to set a usual price with due regard to the cost of care and Best Value. As the council has significantly reduced financial resources, it is appropriate all areas of spend are scrutinised to ensure resources are appropriately targeted to benefit all eligible vulnerable adults.</p>	<p>The Directive on Choice means service users can choose whatever home they wish and their options are not limited to those homes that agree to contract with the council at its usual price. They can choose to pay a top up. Please note: this is not the same for CHC placements/LD and mental health placements.</p>

Disability	All social care funded service users are assessed as having eligible critical or substantial needs.	<i>It is not intended to have any adverse impact, outcomes based commissioning will put them in control of what they want to do and how they want to live their lives.</i>		
Gender	Women constitute 74% of service users	<i>This should not have any adverse impact.</i>		
Race	95% of service users identify themselves as White British	No. The composition of service users according to this equality strand is broadly reflective of the local demographics in Herefordshire generally (6% of the population describe themselves as non White British)		
Sexual Orientation	<i>No data available to allow analysis</i>			
Religion/ Belief / Non Belief	<i>No data available to allow analysis</i>			
Pregnancy / maternity	<i>Not applicable</i>			
Marital Status	<i>No data available to allow analysis</i>			

Gender Reassignment	<i>No data available to allow analysis</i>
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