



13: Choice of Accommodation and Additional Payments Policy

This Policy has been drawn up in accordance with the 'Care and Support and Aftercare (Choice of Accommodation) Regulations 2014' and statutory guidance, which sets out the requirement for councils to enable people to choose a particular provider or location of the **type** of 'specified accommodation' which is identified, through the social care assessment process, as most appropriate for meeting their care and support needs.

'Specified Accommodation' covered by this Policy is:

- Care home accommodation (providing nursing care and/or personal care).
- Shared lives scheme accommodation - (a shared lives carer provides care, support and accommodation in their home)
- Supported living accommodation - (accommodation specifically designed/adapted /intended for adults with care and support needs to promote independent living and with care and support available at the accommodation. This includes extra-care housing schemes)

This policy explains:

- How we, the Council give you choice about the specified accommodation you use to meet your care and support needs.
- The circumstances where you can choose more expensive specified accommodation to meet your care and support needs through an additional payment arrangement (top-up)

This Policy applies to you if:

- Your social care assessment shows you have substantial and complex care needs that would best be met by moving to specified accommodation OR
- You already live in specified accommodation arranged by the Council, but now need to move to different specified accommodation as your needs have changed and can no longer be supported in your current accommodation OR
- You are living in specified accommodation while you wait for your preferred accommodation or more suitable accommodation to become available OR
- You plan to stay, or are staying, temporarily in specified accommodation for respite care
- You currently pay the full cost of your care and support now in specified accommodation (self- funders) but you may require help with care funding in the future

This Policy doesn't apply to you if:

- you receive NHS Continuing Health Care Funding for all of your care and support needs in your specified accommodation

Giving you choice

You have the right to make an informed choice about the provider of the **type** of specified accommodation identified as the **most appropriate** to meet your eligible assessed needs through the support planning process.

We will make every reasonable effort to take account of your preferences. However, we always need to balance this with:

- our duty to ensure you have a safe and effective service and
- our responsibility to use public money wisely.

If you wish to stay in your own home we will support you with this wherever possible and appropriate.

Supporting you to make an informed choice

Providing information and advice

Your social care worker will tell you about local specified accommodation that:

- matches the **type** of accommodation identified for you through the support planning process and
- is able to meet the eligible care and support needs identified by your social care assessment.

They can also offer advice about finding suitable specified accommodation outside the Borough.

If you are leaving hospital

If you are being discharged from hospital to specified accommodation you have the same right to choose your specified accommodation provider, but there are some special rules for this as the law requires us to arrange your move very quickly.

If your preferred accommodation doesn't have a place available you will need to choose an alternative provider or have an [interim arrangement](#).

If you lack the mental capacity to make a choice

We aim to identify the most suitable accommodation for you. We will:

- work with your family, carers, and any legally appointed attorneys/deputies (where appropriate) ; or
- arrange for an Independent Mental Capacity Advocate to support you

If you refuse to move

You have the right to refuse to move to a care home or other specified accommodation.

This includes refusing:

- a permanent move to care home or other specified accommodation OR
- a move to a care home or other specified accommodation until your preferred or any suitable accommodation becomes available.

If you refuse to move we will work with you, your family, carer and/or advocate and our partners in health services to explore other options including a package of health and social care support in your home.

If we think you are refusing unreasonably to move:

We may consider that we have fulfilled our duty to meet needs and inform you that you must make your own arrangements for your ongoing care and support.

This would be a last resort and would only be after we have considered all the risks and completed a safeguarding assessment

You can contact us at a later date to request a new assessment.

Criteria that your preferred accommodation must meet

Your right to choose is subject to your preferred accommodation meeting all of the following criteria:

- **Type** - it must be the same type of accommodation as identified in your care and support plan
- **Suitability** - it must be able to meet your assessed care and support needs and meet our expected quality standards
- **Availability** - it must have a place available - if it doesn't, we or you will make [interim arrangements](#) for you until a place is available
- **Conditions** - your preferred accommodation provider must agree to contract with the Council and meet our usual terms and conditions.
- **Cost** - your preferred accommodation provider must not charge more than we would normally expect to pay for accommodation to meet your assessed needs - unless you have an approved top-up arrangement in place to meet the extra costs – [see Paying for More Expensive Accommodation](#)

If your preferred accommodation doesn't meet our criteria

We will tell you and confirm our reasons in writing. Our letter will explain how our decision relates to this Policy and to the statutory guidance set out by the Care Act.

If you don't agree with our decision, you can appeal through our Complaints Procedure.

Exceptional cases

If your preferred accommodation doesn't meet our criteria but your social care worker believes your preferred accommodation is the best option for you they will refer your case for review/decision through senior managers of Adult Care.

The Head of Adult Care will consider the outcome of this review and make recommendations to a Panel of senior personnel from the Directorate of Adult Care and Health who will decide and confirm their decision in writing.

If your preferred or most suitable accommodation has no vacancies

We will make interim arrangements to meet your care and support needs.

This could include:

- a package of care at home or
- an interim placement in other specified accommodation that meets our criteria



If there are no vacancies at other specified accommodation at the cost we would usually expect to pay and we place you in interim specified accommodation that charges more than we would usually expect to pay to meet your assessed needs, we would not expect anyone to pay a top up for the difference.

If your interim arrangements last more than 12 weeks

We will:

- reassess your situation to ensure that the interim accommodation and your preferred accommodation are still suitable to meet your care and support needs and if so,
- ask you if you wish to:
 - ♦ continue waiting for your preferred accommodation or
 - ♦ choose a different accommodation provider or
 - ♦ stay at the interim accommodation permanently.



If you wish to stay permanently in interim accommodation that charges more than we would normally expect to pay for accommodation to meet your assessed needs you may need an agreed [‘Top Up’ arrangement](#) in place to meet the additional costs once the arrangement becomes permanent.

Specified Accommodation outside Reading

You have the right to choose specified accommodation anywhere in England (or in the United Kingdom¹ if your need is for care home accommodation) - as long as the specified accommodation meets our criteria.

If your preferred out-of-area specified accommodation is more expensive

Because care home fees and care and support costs vary across the country we can't always reference our usual costs for specified accommodation outside of Reading's local area. If your preferred specified accommodation charges more than the host authority would expect to pay to meet your assessed care and support needs we will try to negotiate a reasonable cost.

If we can't, you will need to have an [agreed top up arrangement](#) in place to meet the extra costs or choose a different provider.

¹ Chapter 21 of the Care Act Statutory Guidance provides more information about cross-border placements www.gov.uk/guidance/care-and-support-statutory-guidance

If your assessed care and support needs can only be met in specified accommodation outside of the Reading area

We aim to give you choice of accommodation to meet your assessed needs within Reading's local area, but if there is no suitable specified accommodation within the local area to meet your assessed needs (for example, if you need very specialist support, or if your needs would be best met in a different area), we may arrange suitable accommodation for you in a different area.

Residency for out-of-Borough specified accommodation

While we help fund your care and support

We will continue to be responsible for:

- monitoring and managing your care and support in that accommodation (we will make sure arrangements for your regular reviews are in place before you move).
- Paying your care and support provider / care home in full and invoicing you (or your financial representative) for your assessed weekly contribution for care and support
- Invoicing your third party for extra costs (top-up payments) - if you have chosen a more expensive care home or care and support provider
- Supporting you to move to different specified accommodation provider if you choose to move in future – your new accommodation would also need to meet our criteria.

If you move to other out-of-Borough accommodation without involving us (private arrangement):

You will usually² become 'ordinarily' resident in your new area and the local authority for that area will become responsible for your future care and support assessments and help with your care funding.



If you are forced to move in an emergency you must notify us as soon as possible - we would continue to have responsibility for your care and support in this situation.

If you pay for your own care and support costs in full (self-funder)

You will usually become 'ordinarily resident' in your new area.

When/if your savings and investments reduce to the Upper Capital Limit and you become eligible for financial support with care and support / care home costs you must contact your new social services department to ask for an assessment.

Usual costs of meeting your care and support needs in specified accommodation

We identify a usual cost to meet your care and support needs based on:

² If you were entitled to financial support with your care and support in specified accommodation when you lived in Reading, but were not aware of your right to funding, you would stay an ordinary resident of Reading for care and support funding purposes.

- Your individual needs - your social care assessment will identify your eligible care and support needs, including any medical, cultural, religious or other needs that must be catered for.
- Whether the specified accommodation is a care home - Care home costs include accommodation and living costs. Care and support provided in a shared lives scheme or supported living accommodation doesn't include your accommodation or living costs - you pay those costs yourself.
- The prevailing local market conditions for appropriate specified accommodation

If you choose more expensive care home accommodation

If you are moving to a care home and your preferred provider charges more than we would normally expect to pay for accommodation to meet your assessed needs we will tell you and you must either:

- Put an [agreed 'Top Up' arrangement](#) in place to meet the additional costs or
- Choose a less expensive provider

If you choose more expensive shared lives or supported living accommodation/schemes (including extra care housing schemes)

You are responsible for the costs of your accommodation and living costs. You must be able to cover those costs (either yourself or via a third party).

If the care and support provided with your accommodation costs more than we would usually expect to pay to meet your care and support needs in that same type of accommodation, we will:

- Tell you what the higher cost is
- Offer you an alternative choice that meets our criteria
- support your choice as long as you have an [agreed 'Top Up' arrangement](#) in place to meet the additional costs

Paying for more expensive accommodation – Top up arrangements

We will support you to move to specified accommodation that costs more than we would normally expect to pay as long as:

- your preferred accommodation meets all of our other [criteria for preferred accommodation](#)
- you have an agreed 'top up' arrangement in place to pay the difference between the amount we would usually expect to pay to meet your eligible care and support needs and the fees charged by your preferred provider
- you have confirmed that you have read / had explained to you the [implications of choosing a more expensive care home](#)

Top up arrangements

A 'top up' payment is a payment **in addition to** any contribution you are assessed to pay towards care and support under our Care and Support Financial Assessment Policy.

There are national rules about top-up arrangements - we will only agree to a top-up arrangement if it meets those conditions.

- A Third Party Top Up is where a family member, friend, employer, organisation or charity agrees to pay the extra weekly costs for your accommodation while you are living in the accommodation
- A First Party Top Up is where you fund the extra costs from your own resources – this is only allowed in very specific circumstances.

The Top-Up Agreement

A Top Up Agreement is a contract between you³ or your third party and us.

When you or your third party enter into that Agreement, you or your Third Party take on a contractual responsibility to pay the difference between the full cost charged by the provider and the amount we would usually pay to meet your care and support needs - for the whole time that you live in that accommodation.

Those Top-Up fees are not fixed and are unlikely to stay at the same level in future. They may increase faster than the Council's usual costs to meet your care and support needs.

We review all Top-Up Agreements at least annually - sooner if your circumstances, or your third party's circumstances change.

Conditions for Third Party Top-Up (TPTU) arrangements

If your Third Party is an organisation

We won't support a move to more expensive accommodation unless the organisation's legal representative:

- Confirms, in writing, that the organisation has the means and capacity to sustain payments for the required period; AND
- Signs a [Third Party Top Up Agreement](#)

If your Third Party is one or more individuals

We won't support a move to more expensive accommodation unless your third party:

- Is willing and able to pay your top-up fees for a period of **at least** two years (or up to the duration of your likely time living in the accommodation if it is a short-term arrangement) - we will complete a financial assessment with them to confirm that they have the financial means and capacity to make this commitment AND
- signs a Third Party Top Up Agreement AND
- provides a Direct Debit mandate.

Conditions for First Party (or Resident) Top Ups



Remember: We assess your financial contribution⁴ to the cost of care and support to meet your assessed needs. Any top-up payments will be in addition to your assessed contributions..

³ Or your legally-appointed financial representative

⁴ Unless you are exempt under section 117 of the Mental Health Act (Aftercare Services).

You can only pay a top up for your preferred accommodation from your own resources if:

- You are moving to care home accommodation on a permanent basis and
 - ♦ You have property capital that we have disregarded for up to the first 12 weeks of your placement) AND
 - ♦ You can meet the cost of your top-up for those 12 weeks from savings or income we have disregarded in your financial assessment AND
 - ♦ You have sufficient equity in your property to sustain your care home fees including the top up when your property disregard period ends AND
 - ♦ You⁵ sign a First Party Top-up Agreement

OR

- You have a Deferred Payment Agreement with us which we have agreed to defer a top-up payment in addition to deferring the basic care fees (see our [Deferred Payments Policy](#)).

OR

- You are exempt from charges for care and support because your care and support is provided under section 117 (Aftercare Services) of the Mental Health Act and you have sufficient financial resources to sustain the top up amount and you sign a First Party Top Up Agreement.

Exceptional circumstances

[Contact the FAB Team](#) if you have an exceptional reason for requesting a First Party Top-up. We will consider requests on a case by case basis.

If we need to seek legal advice we will recharge any costs we incur to you.

Paying top-up payments

We usually only enter into top-up arrangements where we pay your provider and you or your third party pay the top-up payments to us. This is to minimise the risk of arrears with care providers.

We will:

- pay your weekly care home accommodation costs (or care and support costs in shared lives or supported living) to your provider
- Invoice you for your assessed weekly contribution (every four weeks)
- Invoice you/or your third party for your weekly top-up payments (every four weeks)

Increases to top up payments

Top-up fees are not fixed or guaranteed to remain at the same level and are likely to change in future when

- we review the rates we usually expect to pay to meet your assessed needs.
- your provider increases their fees (to meet increased cost from inflation/restructuring)

⁵ Or your legally-appointed financial representative



We have no liability for changes to your preferred provider's fees - your top-up contributions may rise faster than the Council's own contribution.

If you or your third party fails to maintain Top-Up payments

We will take action - this may include:

- legal action to recover the accrued arrears and/or
- moving you to cheaper accommodation

The Council has the right, subject to notice, to terminate the contract if the top-up payments cease to be adequate.

If you pay the full cost of your care and support (Self-funding)

If your capital assets are above the Upper Capital Limit for financial support, or you have declined a financial assessment, you are responsible for the full cost of your preferred care and support provider.

We strongly recommend that you seek independent financial information and advice about your long term care funding.

We can still provide a free social care assessment and offer information and advice on local providers who can provide suitable accommodation to meet your assessed needs.

- if your needs are to be met in a care home you must make your own arrangements directly with your preferred care home provider.
- If your needs are to be met in a specified accommodation other than a care home you either make your own arrangements directly with your preferred provider or you can ask us to make arrangements for you with your care and support provider (you pay us your care and support costs and arrangement fees - see [Administration Charges for Self Funders](#))



If you fail to pay your accommodation fees your provider may take any action needed to obtain outstanding payments including:

- *taking legal action against you (or the person who signed the contract)*
- *cancelling the contract and giving you notice to leave their accommodation*

If you might need help with your care and support costs in future

If your savings and capital assets might reduce to the Upper Capital limit in the future, you should check with your preferred provider that they would be willing to contract with the local council if you needed financial support in the future.

If your preferred provider wouldn't contract with the local council when you need financial support, you must either:

- Have a third party who is willing and able to pay your additional care home costs or care and support costs in your accommodation; OR
- Move to a care home or accommodation provider that would contract with the local council at an acceptable cost.

You should seek [independent financial information and advice](#) about your long term care funding options.

If your savings and capital reduce to the Upper Capital limit and you ask us for financial support towards care home costs or care and support costs in your accommodation we will:

- Assess your care and support needs (to check your needs are being met in your accommodation)
- Try to negotiate an acceptable cost with your provider for meeting your care and support needs
- If we can't negotiate an acceptable cost with your existing provider, and you don't have a third party who is willing and able to meet the top-up costs, we will support you to move to suitable alternative accommodation of your choice (as long as your alternative choice meets our [criteria for preferred accommodation](#))
- If your care and support assessment shows that you have specialist needs that can *only* be met in your current accommodation we will pay the extra costs.