Customer Finances

Section 1 of The Care Act (2014) and throughout the entire act is the statutory principle of

Promoting Individual Wellbeing.

Local Authorities have a duty to ensure that **information and advice** on care and support is available to all when they need it. Timely & accurate information **regarding the financial implications of receiving care** and support through Adult Care **is critical to ensure a person can make decisions** **that maintain their individual** physical, emotional, psychological, and **economic wellbeing**.

**GUIDANCE FOR PRATITIONERS**

The following is guidance to assist you when dealing with and discussing customer financial situations. The guidance provides information based on usual practice, but discretion can and should be applied in individual or exceptional circumstances.

For more detailed information please refer to Lincolnshire County Council - [Adult Care Charging Policy](https://www.lincolnshire.gov.uk/downloads/file/1839/adult-care-non-residential-contributions-policy)

## FIRST- & THIRD-PARTY TOP UPs

### Why do Top Ups exist?

The council has a Residential Framework Contract (RFC) with residential care providers. The contract sets the expected costs for each category of care in a residential or nursing home. The Councils expected cost to provide the customers care is then used to set their Personal Budget.

Some providers may have rooms that exceed the expected cost, and they apply a ‘Top Up’ fee for that room.

#### Things to remember

* A Top Up is for the type of accommodation, the quality of the room, view, additional facilities etc.
* A top up should never be sought by the provider because of an increase in a person’s care needs.
* At the beginning of the contract, the provider must have identified rooms with a Top Up & stated the maximum they will charge for that room
* The RFC is set for three years, so the maximum Top Up amount for a room is set for the same period
* A provider may agree to reduce or waiver the Top Up rate to less than their maximum top up charge - if they do and have signed the agreement to that effect, they can only change the top up amount at the beginning of a new RFC.

**NB: There may be exceptional circumstances which impact on the provider market i.e., Covid, necessitating contracting colleagues to review and potentially adjust the expected cost**

### Are there different types of Top Ups?

The Care Act makes provision for an individual to exercise their right to choose their own accommodation but if their chosen care home is more expensive than the council will fund, they will have ‘Top Up’ the amount contained within their personal budget to meet the cost of their chosen more expensive accommodation.

Ordinarily an individual cannot meet the cost of more expensive accommodation from their own funds. They would need another person, usually a family member, friend or possibly a charity who would meet the top up cost. This is called a **Third Party Top Up**.

However, the Care Act 2014 does allow, in certain circumstances for an individual or their rep to pay a top-up from their own funds when they choose more expensive accommodation than the council will fund. This is called a **First Party Top Up**

#### First Party Top Ups

There are only three occasions when the Care Act says a First Party top up can apply: -

##### During the 12-week property disregard period

* + - * This is a period for financial assessment purposes, where an individual’s property is disregarded when permanent long term residential care is being pursued. It provides the individual with a trial period before confirming their decision to pursue permanent care.
      * However, there are occasions when the 12-week property disregard does not apply i.e., where the individual does not reside in the property they own, or where they have already been in permanent care for more than 12 weeks.
      * If the property is sold within the 12-week period, the disregard ceases to apply from the date of sale and the proceeds are counted as capital.

##### When the universal Deferred Payment Scheme is in place.

* + - * If a Deferred Payment Agreement is in place (or being pursued). The first party top up charge is added to the debt that will accrue under the (DPA) and the agreement will reflect this arrangement

##### Where an individual receives accommodation under section S117 aftercare of the Mental Health Act

#### Third Party Top Ups

This is where another person, or sometimes charity agrees to pay the Top Up

1. There must be a third party, normally a family member or friend who agrees to pay the additional charge. The Third Party must enter a signed agreement to meet the additional cost of the more expensive accommodation.
2. Sometimes family members may wish to share the cost of the top up. The Councils position is that one party takes responsibility, signing the top up agreement. If there are exceptional circumstances, the council will consider issuing separate agreements to all parties.

### Do Top Up fees apply to Out of County Placements?

If a person chooses to be placed in a setting that is outside of the local authority area, we must take responsibility to arrange the care & accommodation in their chosen area. In doing so, we should have regard for the expected cost of care & accommodation in the chosen area and use this to set the individual’s personal budget. The full [Out of County Placement](https://trixcms.antser.com/api/assets/lincolnshireadults/5f0fae5f-b509-4bf3-995e-a2da2350fb61/pro-forma-for-out-of-county-placements.doc) proforma is available in the [Local Resource Library](https://lincolnshireadults.proceduresonline.antser.com/resources/local-resource-library).

If the individual chooses more expensive provision than the council in the chosen area can meet need at, then a third or first party top up would still apply.

### When would the council amend a Personal Budget?

Section 26 of the Care Act describes setting Personal Budgets and states the personal budget (PB) must be an amount sufficient to meet an individual’s care and support needs. At least one suitable option of accommodation must be available.

If the only suitable accommodation exceeds the expected cost, the council must arrange care in the more expensive accommodation and adjust the PB accordingly. In such circumstances, the council must not ask for the payment of a ‘top-up’ fee.

#### What should I do if the only suitable accommodation available exceeds the amount in an individual’s PB?

* You should negotiate with the provider to see if they are willing to reduce or waiver the top up amount. NB: The contracting officer for that home may have more success negotiating a top up waiver, so do ask them to help.
* If negotiations are unsuccessful you will need to request the council amend the person’s PB

#### How do I request an amended Personal Budget?

* Discuss the case with your Lead Practitioner and possibly your Locality Lead.
* If you are all in agreement that no suitable accommodation is affordable within the person PB, an application must be made and approved by the Head of Service.
* Complete the Request to Amend a Personal Budget Form
* Approved Amended PB Forms must be indexed onto the Mosaic record and the increase PB recorded on the persons Care & Support Plan.
* Review this arrangement annually or when there are any changes to the person’s situation.

### Where do I find Top Up agreement forms and what needs to be recorded?

**Please be aware; Whilst the council pay providers the net cost of care (which excludes the customer contribution and any top up) top ups will be a three-party contract. (The Council, the Provider and the Third or First Party)**

**Once the council pay providers the gross cost of care, top ups will move to a two-party contract (The Council and the Third or First Party).**

**The following guidance is only relevant while the council is paying net costs.**

**The Top Up forms should be accessed from Mosaic Forms as this pulls through the persons Mosiac ref No.**

**The Amend PB is accessed via the** [Local Resource Library](https://lincolnshireadults.proceduresonline.antser.com/resources/local-resource-library)

#### First Party Top Up Form

THIS AGREEMENT

The date needs to be entered

BETWEEN

* Lincolnshire County Council is already entered
* The person or representative’s name needs to be recorded here
* The care home organisations name i.e., Tanglewood Care Homes needs to be recorded here

WHERAS

Insert name of resident, name of room number & name of care home i.e., Hunters Creek

The cost of the accommodation (the amount the provider is going to charge) and the amount in the persons PB (the councils expected cost) needs to be entered here.

IT IS NOW HEARBY AGREED

Enter the First Party Top Up amount along with the start date of the FPTU

All parties must sign and print their name and enter their designation (i.e., Community Care Officer, Resident or Registered Manager)

**NB: Copies of the agreement must be provided to the customer, the provider, the contracting team, and a copy indexed on to Mosaic.**

#### Third Party Top Up Form

THIS AGREEMENT

The date needs to be entered

BETWEEN

1. Lincolnshire County Council is already entered

2. The Third Party’s name needs to be recorded here

3. The care home organisations name i.e., Tanglewood Care Homes needs to be recorded here

WHERAS

Insert name of resident, name of room number & name of care home i.e., Hunters Creek

The cost of the accommodation (the amount the provider is going to charge) and the amount in the persons PB (the councils expected cost) needs to be entered here.

IT IS NOW HEARBY AGREED

Enter the First Party Top Up amount along with the start date of the FPTU

All parties must sign and print their name and enter their designation (i.e., Community Care Officer, Third Party or Registered Manager)

**NB: Copies of the agreement must be provided to the customer, the provider, the contracting team, and a copy indexed on to Mosaic.**

#### Top Up Waiver Form

Enter the name of the provider, the name of the resident and the room number.

Enter the providers agreed charge for the room (expected cost)

The Provider and Practitioner sign and date

**NB: Copies of the agreement must be provided to the provider, the contracting team, and a copy indexed on to Mosaic.**

#### Request to Amend PB Form

[Amend Personal Budget Form](https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Ftrixcms.trixonline.co.uk%2Fapi%2Fassets%2Flincolnshireadults%2Fd8af1ef4-4895-4fdc-a41f-6eacf0fdba97%2Famend-personal-budget-request-form-oct-2023-.docx&wdOrigin=BROWSELINK)

* Explain why the persons PB is not sufficient to meet their care and support needs.
* Your explanation will be crucial to justify an increase to the PB and should include
* Options you have tried to find care and accommodation that is affordable within the persons PB.
* Describing the outcomes that cannot be met in accommodation within the persons PB – Tell the people’s story.
* Be realistic about options to review the increased PB – is this a temporary solution while alternative accommodation becomes available?

### What happens if there is no third party willing or able to pay the Top Up?

* You should facilitate negotiations with the provider to see if they are prepared to apply a reduced or waivered top up.
* You should explore with the person to see if an alternative Third Party can be located to take on the payment arrangements. If there is, they will need to be issued with and sign a new TPTU agreement.

**NB: The provider and the individual should NOT be left to deal with this.**

* If no Third Party is available and it is not possible to negotiate a part or full waiver, then discussions must take place regarding potential transfer to a Home with no or less of a Top Up.

**Always remember with any case where there may be consideration of a move, a reassessment must be done.**

* If it is not possible to identify an alternative Home that can meet need with no or lower Top Up, then we need to approach the Head of Service to request an increase in the PB to meet the cost of the more expensive accommodation.

### Complaints received about Top Ups and what have we learnt from them

Finance and poor communication remain the highest cause for customer complaint.

#### Complaints in relation to Top Ups and non-compliance with The Care Act

##### Choice of accommodation

* Where we were not able to evidence that we had offered suitable accommodation that did not have a top up, even if the person had chosen accommodation with a top up, we need to demonstrate there was an affordable alternative.

##### Poor advice

* About the use of First- & Third-Party Top Ups
* Leading to confusion & people committing to pay when they have not understood what they are undertaking or their options

##### Provider Causation

* Providers have charged the wrong rates
* Providers administration has been poor
* Providers have lacked contractual understanding

##### Poor communication and clarification

* When things started to go wrong, we missed opportunities to pause, intervene to prevent situations escalating
* When health funded placements ended, the person was not informed early enough of the current accommodation cost, alternative options, and implications of remaining in accommodation that exceeded their PB

##### Lack of support to families

* Not advocating on behalf of person/rep, leaving them to deal with providers where there is an unequal bargaining power.
* Not protecting person/rep from poor advice

#### What have we learnt from those complaints?

##### Timely Information

* Providing information as early as possible, even if that may be directing them to the council’s website or issuing factsheets.

##### Choice

* Offering appropriate choice

##### Support to the person or family rep

* Advocating on behalf of person/families
* Being firmly in the middle of any negotiations between person/families and providers of services we have commissioned
* Not leaving the person/family to deal with provider disputes alone
* When health funded placements end we must analyse the placement from a starting point rather than just continue it under the original placement cost

##### Communication

* Being able to evidence that we had communicated regularly and clearly with people/families

##### Recording

* Not just recording a case note but recording within context -
  + What were you talking about?
  + What was the area of knowledge that they were seeking?
  + Why did you issue that particular factsheet?
  + What was the persons response?
  + How did you check out their understanding and wishes?

##### Professional Curiosity

* Being able to probe to check out if the arrangement is working for all parties
* Is the arrangement sustainable?
* What makes it work, what is important to the person – do they have other options to achieve this?
* When reviewing check that the arrangement is one that all parties want to continue with, does it remain sustainable, are there other options?

##### Correspondence

* Following more complex arrangements up in written form

##### Seek Advice

* Knowing where to access good quality advice
* Fully understand the information that you are sharing
* Taking the time to clarify and provide an appropriate response to more complex questions or situations

### Q&As about F&TPTU

These are questions and answers from the F&TPTU briefing events held in April 2022

#### Questions relating to forms and where to access information

##### Q: Will these be in the local resource library? Re TPTU forms

A: All the top up forms are on the [Local Resource Library](https://lincolnshireadults.proceduresonline.antser.com/resources/local-resource-library)

##### Q: Where are the forms on Mosaic?

A: The forms can be found in forms and letters section

##### Q: Please can this information be put on the intranet for us to refer to?

A: There are plans to develop E Learning Models for all the financial procedures that you deal with. A practitioner’s financial handbook is also being developed and will be made available.

##### Q: Will LCC be publishing information leaflets for people and families with additional details on this topic please? Current leaflets lightly touch on this. Can we ask the finance rep sign to say they have received this?

A: An additional F&TPTU information leaflet has been drafted by Helen Glover to guide people when completing a top up agreement. This is just waiting for agreement about how, when and where it will be issued.

A case record describing the information provided to the customer or their rep, along with their response will be sufficient evidence, so a signature from the rep is not required.

#### Questions relating to Personal Budgets

##### Q: What are the criteria for increasing a person’s personal budget?

A: Section 26 of the Care Act describes setting Personal Budgets.

The personal budget must be an amount sufficient to meet an individual’s care and support needs. At least one suitable option of accommodation must be available. If no suitable accommodation is available at the amount identified in a personal budget, the council must arrange care in a more expensive setting and adjust the budget accordingly to ensure that needs are met.

##### Q: If adjusting an individual's personal budget is considered, would the expectation be for the worker to consider the entire county, or is there a maximum mileage from the service user's hometown?

A: What is a reasonable distance for one person may not be reasonable for another. Through conversation and assessment, it would be the practitioner’s role to identify suitable accommodation that meets need. If remaining close to the persons hometown was important, it would be the practitioner’s responsibility to explain why when applying for an amended personal budget to fund more expensive accommodation.

##### Q: Personal budget is that a weekly amount or annual amount?

A: It can be either.

##### Q: Do we need to complete new forms for adjusting budget if LCC paying TPTU is in place?

A: New forms will only be required when a scheduled or unscheduled review takes place. Once approved, the revised budget will also need to be recorded in the Care & Support Plan and be reviewed at least annually

##### Q: Just to clarify does the request to increase the personal budget replaces the LCC TPTU request?

A: Yes, it does.

##### Q: If someone is placed out of county, LCC must match the OOC LA rate and we only request a TPTU or FPTU for any amount above that rate?

A: That is correct.

##### Q: What if the only suitable accommodation exceeds the amount in an individual budget but the person chooses to upgrade to even more expensive accommodation?

A: A request would need to be made to amend the persons PB to a sufficient amount to meet the cost of available accommodation and then a First or Third Party could enter an agreement to fund the additional cost of the more expensive accommodation

#### Questions relating to contracts and contract periods

##### Q: Can we have a list of which contracts officer deals with which care home please.

A: The portfolio document is being updated and we will circulate it as soon as possible. The contract officer information should be correct on the Care Home Information Tool

##### Q: Do we have to contact the commercial team, if we can get the information from the CH information tool?

A: The care home information tool should include all relevant information but if there are any questions/concerns/doubts then they should be directed to the commercial team

##### Q: What is the length of the contract signed by the homes?

A: This is for 3 years and began on the 1st of April 2022 and will end on 31st March 2025.

##### Q: When the gross payment comes in to play in July will this include LCC collecting the top up?

A: Yes. LCC will pay the full amount to the provider which will include any service user contribution, first/third party top ups and will then reclaim these costs directly from customers/representatives/third parties.

##### Q: In July do we need new TPTU form signed if LCC are responsible?

A: Yes. If this changes information and updates will be provided. Although LCC will be paying the gross amount to the provider, ultimately the third party (or first party where appropriate) is responsible for this payment so the forms will still need to be completed and uploaded as per process described.

##### Q: With move to gross can I check is the TPTU still collected by care home?

A: Until we move to gross, the provider will collect any agreed top ups. Once we have moved to gross LCC will pay the full amount to the provider which will include any service user contribution, first/third party top ups and will then reclaim these costs directly from customers/representatives/third parties.

##### Q: Care home asked me what happens between now and July on a person entering care today. I just want to clarify they should get the SU contribution until we start in July with move to gross. They were under impression it is from April.

A: Providers are being kept fully informed of the move from net to gross and are aware that they need to continue to collect the customer contribution and any top ups until told otherwise.

##### Q: Unsure if I have missed this, with us moving to gross is the Top Up paid directly to the provider or LCC?

A: It is paid directly to the provider until we move to gross, then it will be paid to LCC

##### Q: When doing reviews - if the TPTU was agreed before April - where would they be in the contracting framework?

A: If the TPTU was in place prior to April 2022 then it would end by that date and the new terms and conditions of the contract from April 1st, 2022, would apply. We have not been advised by any provider that this was the case so are not expecting any issues.

##### Q: Will more than one person be able to sign the TPTU Agreement if there is more than one person contributing to the top up? This has just cropped up - with no-individual wanting to take responsibility to sign the form but all family members agreeable to sign collectively.

A: The Councils position is that one party takes responsibility, signing the TPTU agreement. If there are exceptional circumstances, the council will consider issuing separate agreements to all parties

##### Q: If a care provider agrees to a reduced amount rather than the maximum stated within the framework, are they still tied to the time remaining in the current framework? Or can they then request an increase up to the maximum?

A: No.  If the provider agrees to a lesser top up amount to the maximum, they can charge then this will be the cost of the top up for the full duration until the new contract specification changes at the end of the 3 years.

#### Questions relating to practitioner responsibilities

##### Q: When reviewing who do we ask to check the TPTU is being paid?

A: Currently, this discussion would need to take place with the provider to ensure there are no arrears on the account. They are currently responsible for collecting top up amounts directly from the customer/representative/third party.

Once the move to gross takes place in July then as part of our discussions at review (scheduled or unscheduled) we would need to check this out with adult care finance or credit control teams. If it is identified that there are arrears, then the debt process will be instigated. A conversation would be necessary by our practitioners to explore what the issues are, exploring alternative accommodation where no top up is required etc.

##### Q: If a care home agrees a negotiated lower rate for contracted room, do we need to complete both TPTU form and waiver for the difference?

A: No, the top up agreement recording the negotiated lower rate is sufficient.

##### Q: if family advise there is no top up, do we need to complete TPTU forms still?

A: We should be leading on these conversations as part of our responsibility to provide advice and information. It is up to us to check with contracting if a room a person is moving to/residing in has a top up. If a top up does apply the practitioner will need to complete the appropriate top up form and obtain signatures of all parties and send to adult care finance/contracting and uploading to Mosaic (practitioner responsibility). If contracting confirms there is no top up, then a form is not required.

##### Q: Will the hospital teams be required to discuss top ups fully when discharging to STC when LTC may be required?

A: Yes. The hospital teams are expected to have the same discussions and provide the appropriate advice and information in the same way that area teams are.

##### Q: What happens if the person is placed in short stay by EDT and there is no signed third party top up, can this be back dated once the person is allocated to a worker?

A: A conversation with the person +/or their rep is needed as soon as possible to understand the information they had been given and any verbal agreement they had made to paying a top up. If they had been informed and agreed to a top up, the top up agreement form can be completed retrospectively.

##### Q: When being discharged from hospital to a placement and the worker has had the top up waivered should they be ensuring the waiver form is completed and uploaded to persons records? Had quite a few instances where case has come to community for follow up and the care home have said they have a top up and the person/rep say they were told there is not one

A: The First- & Third-Party briefing events are mandatory attendance for area teams and hospital staff. This is because you all have the same responsibilities as described within the briefing session

##### Q: Can I ask if health will be reminded of F&TPTU, years ago I had a case when a SU went into a health funded bed, no involvement from hospital SW team on discharge, all arranged by the ward. Upon review he lost his health funding. Family said they did not know about the TPTU, refused to consider an alternative, refused to consider a TPTU it went to Ombudsman, we were found at fault as well as health? Not sure if these scenarios still happen, but I suspect they may.

A: As a result of this ombudsman complaint LCHS were found at fault and going forward were required to inform customers of the consequences of health funding ending. LCC were also found at fault as we did not complete a reassessment to demonstrate that alternative accommodation was available and could meet need. As stated throughout the briefing session, any case where there may be consideration of a move a reassessment must be done

##### Q: So the practitioner completes LCC TPTU request if criteria met, does the practitioner also complete the uplift in PB form or is this completed by management when LCC TPTU is agreed?

A: The Amending PB request form replaces the LCC TPTU request form. It is completed by the practitioner after a discussion with their Lead Practitioner/Locality Lead

##### Q: If a hospital discharge is with a 3rd party, would it be the responsibility of the hospital worker to ensure that all his paperwork is in place prior to discharge

A: The First- & Third-Party briefing events are mandatory attendance for area teams and hospital staff. This is because you all have the same responsibilities as described within the briefing session

#### Miscellaneous Questions

##### Q: Alternative accommodation. - if family/SU are not interested in looking for a nil TPTU alternative, do we still have to look for one?

A: Yes. We need to evidence that at least one option was available that could meet need and did not have a top up.

##### Q: **Would we need to do a risk management form when moving someone to a different home?**

A: This is a practice issue and will need to be dealt with on a case-by-case basis.

##### Q: What if the person/family refuses to move to the alternative care home identified?

A: This is a practice issue and will need to be dealt with on a case-by-case basis.

##### Q: What happens if the only home at expected cost is in a distant part of the county and family feel it is unreasonable for visiting? what is regarded as a reasonable distance?

A: What is a reasonable distance for one person may not be reasonable for another. Through conversation and assessment, it would be the practitioner’s role to identify suitable accommodation that meets need. The practitioner would need to explain why the only available accommodation was not suitable for that person when applying for an amended personal budget

##### Q: Where would we stand if we make a person move from a residential home, they have lived in for 10 plus years because of cost, but then the person dies soon after the move?

A: A reassessment would need to be completed before any move is considered. Through conversation and assessment, it would be the practitioner’s role to identify suitable accommodation that meets need. If a move is going to be detrimental to a person’s health and wellbeing, it will be the practitioner’s responsibility to explain this when applying for an amended personal budget.

##### Q: If someone sells their property during the 12-week disregard period, do they become a self-funded from that point? Or are they still entitled to the full 12 weeks?

A: A property is disregarded for financial assessment purposes during their first 12 weeks in permanent residential care. If the property is sold within the 12-week period, the disregard ceases to apply from the date of sale and the proceeds are counted as capital.

##### Q: What happens if a family paying TPTU but no agreement in place through historic error, we review, ask them to sign but they refuse but say they will continue to pay?

A: Conversations would need to be held to understand why they are refusing to sign the top up agreement. The practitioner should inform the family member that a signed agreement protects them as it records the top up amount the provider has agreed to and prevents any changes to this agreed amount during the framework period.

We would need to inform the family and the person that the placement is at risk if no formal agreement is in place for any top ups

##### Q: Will we be having a briefing on the new care cap and impact on TPTU? We are starting to be asked questions by families?

A: There is a lot of work being done in Lincolnshire to prepare for the proposed social care reforms and the care cap implementation in October 2023. Briefing events will follow in due course

##### Q: If someone is in an interim bed, who pays the TPTU

A: The council, unless the person is choosing more expensive accommodation when there is suitable accommodation available that can meet the persons need at expected cost.

### What is my role?

#### Liaise with Contracting Team

* Check there is a contract with the home, for that room
* Check if the room attracts a top up & establish maximum top up charge
* Can the contract officer negotiate waivers or reductions to the top up amount?

#### Discuss with person or rep & record all conversations on Mosaic

* Confirm the person has capacity to manage their financial affairs, or identify their COP appointed financial representative
* Explain the principles of the top up to the person/rep and provide them with the [Charging for Residential Care Factsheet](https://trixcms.antser.com/api/assets/lincolnshireadults/cd2d9cb4-3462-4226-b7b5-39c895149fa9/factsheet-charging-for-residential-care.pdf)
* Answer any questions to the best of your ability, consulting with your local finance champ, supervisor/LP or AC finance colleagues if you need to
* Confirm financial charging information and top up factsheet has been given
* Detail responses to info given to demonstrate person/rep understanding and wishes
* Record alternative placement with no top ups that have been offered and the persons response
* Ascertain and share with first/third parties the period we are in within the framework contract, Year 1, 2 or 3.
* Advise the person/rep of potential changes to or implementation of a top up rate by the provider at the beginning of a new RFC
* Advise the person to contact DWP to notify of any changes and check they are in receipt of their full benefit entitlement
* Advise the person to obtain independent financial and legal advice. There are links on the factsheet

#### Obtain signatures on forms and upload to Mosaic

* Including waivered Top Ups
* Signed authorization to increase the personal budget and record on the individual care and support plans
* Provide copies of signed forms to the First/Third Party, Provider and the Commercial Team

#### Review Top Up & Amended PB arrangements

* At scheduled and unscheduled reviews (or as detailed within the agreement form)
* Check that the third-party top ups are not being paid from the persons own funds
* Enquire if the top up remains affordable
* Explore and record alternative accommodation options

### Before I close my involvement:

* Satisfy yourself and record that the first or third party understood and continues to understand the terms and conditions of the contract they have signed, including the implications if they cannot sustain the top up.
* Check with the provider/AC Finance that:
* They are receiving Client Contributions & Top Up fees
* The person has access to their Personal Expenses Allowance (PEA)
* Check that First/Third Party Top Up arrangements are being adhered to, i.e., being paid from the correct source
* Check that the home is still meeting the persons identified care outcomes
* Discuss with your LP your intended case closure to agree:
* Suitable monitoring arrangements for outstanding financial issues (COP, DPA, FRG Waiver etc)
* A review period in accordance with top up or amended PB agreements
* Record a case closure summary, detailing these monitoring or review arrangements