



Cabinet Member for Adult Services

Time and Date

9.30 am on Thursday, 14th March, 2024

Place

Committee Room 1 - Council House

Public Business

1. **Apologies**
2. **Declarations of Interest**
3. **Minutes** (Pages 3 - 6)
 - a) To agree the minutes of the meeting held on 4 March 2024.
 - b) Matters arising
4. **Deferred Payment Agreement Scheme** (Pages 7 - 44)

Report of the Director of Adults and Housing
5. **Outstanding Issues**

There are no outstanding issues
6. **Any other items of public business which the Cabinet Member decides to take as matters of urgency because of the special circumstances involved**

Private business

None

Julie Newman, Director of Law and Governance, Council House, Coventry

Wednesday, 6 March 2024

Note: The person to contact about the agenda and documents for this meeting is Tom Robinson, Governance Services, Email: tom.robinson@coventry.gov.uk

Membership: Councillors L Bigham (Cabinet Member) and S Nazir (Deputy Cabinet Member)

By invitation: Councillor B Mosterman (Shadow Cabinet Member)

Public Access

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Tom Robinson

Governance Services, Email: tom.robinson@coventry.gov.uk

Coventry City Council
Minutes of the Meeting of Cabinet Member for Adult Services held at 2.00 pm on
Monday, 4 March 2024

Present:

Members: Councillor L Bigham (Cabinet Member)
 Councillor S Nazir (Deputy Cabinet Member)
 Councillor B Mosterman (Shadow Cabinet Member)

Employees (by Service
Area):

Adult Services P Fahy (Director), G Borro, N Byrne, S Caren

Law and Governance T Robinson

Public Business

13. Declarations of Interest

There were no disclosable pecuniary interests.

14. Minutes

The Minutes of the meeting held on 4 December 2023 were agreed and signed as a true record.

15. Quarter Three Performance 2023/24 - Adult Social Care

The Cabinet Member considered a report of the Director of Adult Services and Housing that provided an update to Adult Social Care (ASC) performance for quarter three 2023/24 alongside actions in place to improve performance and proposed next steps.

The report indicated that Adult Social Care performance is measured in line with the Department of Health and Social Care (DHSC) national Adult Social Care Outcomes Framework (ASCOF) and this performance is reported nationally at year end.

Adult Social Care (ASC) also measures a series of locally defined indicators, which are reported to the Adult Social Care Management Team on a quarterly basis.

The report updated the Cabinet Member on the quarter three performance, actions in place to improve performance and proposed next steps. It also provided an opportunity for the Cabinet Member to provide comment.

The report also gave an update on the Adult Social Care involvement approach including engagement and user experience work undertaken in the previous quarter. This is important alongside numerical performance as it provides a

context for what people with care and support needs and their carers consider important and should be used to inform areas for improvement.

An appendix to the report outlined the ASCOF figures for each of the four domains and indicators set out in the report, demonstrating the quarter three improvement of key areas in comparison to 2021/22 and 2022/23 figures. Directional arrows were displayed to summarise performance compared to previous years against these indicators. It also provided a useful comparison between Coventry City Council's figures and those at a regional and national level.

The Director of Adult Services and Housing outlined in detail the information in the report, providing clarification as to any significant changes in the indicator figures as well as the steps implemented to ensure continued improvement. This included the progress made in comparison to quarter two figures in the proportion of adults with learning disabilities who live in their own home or with their family increasing from 70.7% to 79.8% and the continuing improvement in completion timescales.

A data issue concerning the proportion of adults with learning disabilities who live in their own home or with their family (as detailed in Minute 8/23 of the previous Cabinet Member for Adult Services meeting held on the 4 December 2023) was clarified and it was noted that this had now been rectified.

The Cabinet Member was updated on the engagement work being undertaken, especially with regard to the Service's engagement with ASC providers, recruitment events, internship providers, the Carer's Rights Day held in February, collaboration events with external partners and Jobcentre Plus, and the recruitment and retention gains made as a result. ASC providers were also given refresher training on safeguarding and more events were organised within the community, such as at the Cheylesmore community centre, to encourage communication and the awareness of support with carers and those in need.

The Cabinet, Deputy and Shadow Cabinet Member asked questions, sought assurances and received responses on a number of matters including:

- The next recruitment event with the Jobcentre Plus and how has it successfully streamlined the recruitment process.
- Information in relation to the Adult Social Care Stakeholder Group including its makeup, support provided to them and ensuring the group gets as wide a participation as possible.

RESOLVED that the Cabinet Member for Adult Services endorses the action taken in relation to the Adult Social Care quarter three 2023/24 performance, including the next steps, as outlined in the report.

16. **Adult Social Care Complaints and Representations Annual Report 2022/23**

The Cabinet Member considered a report of the Director of Adult Services and Housing that considered the Adult Social Care (ASC) Complaints and Representations Annual Report 2022/23.

The report indicated that Adult Services have a statutory duty arising from the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009, to provide a system for receiving complaints and

representations from people who use its services, or those acting on behalf of service users. The system provides a means for listening to the views of those who use or are affected by adult services and for resolving issues arising. Where things have gone wrong it enables the Council to put things right, learn from the experience and make the necessary improvements.

There is also a duty under the regulations to produce and publish an annual report which set out the details of the complaints and representations across Coventry's Adult Services in 2022/23. It highlighted the service improvements and learning from feedback and included information on future developments in complaint handling and reporting.

The Head of Adult Care and Support recognised that while the number of complaints has slightly increased, this is largely due to the increased number of support ASC is now providing compared to last year. There have also been marginal changes in the number of complaints upheld and partially upheld with a large number withdrawn once contact has been made. Additionally, the time to investigate complaints remained static although the vast majority are dealt with within twenty working days. Also, those seeking the Ombudsman process slightly reduced compared to last year with three cases being upheld, one being withdrawn, and one resulting in a pay out to the complainant.

In summary, it was emphasised that ASC receives far more compliments than complaints, as highlighted in the report, but any complaints that are received are taken very seriously. In conjunction to this, the Cabinet Member thanked officers for including the percentage differences between compliments and complaints in the report as being crucial indicators for the good work currently being done in ASC.

The Cabinet, Deputy and Shadow Cabinet Member asked questions, sought assurances and received responses on a number of matters including:

- What advice is likely to be given to social workers in terms of carers assessments and the options available for carers to take independent assessments.
- Incidents occurring on secured properties.
- An increasing trend of people feeling unsafe. It was noted that feelings of unsafety span many areas outside of ASC remit, but it was important to ensure that service users are consistently safeguarded to make them feel safe.
- How far advanced the internal centralised database is to capture all learning points.
- What have the concerns been regarding communication, any trends with workers having communication issues, and the training provided to mitigate communication complaints – it was noted that often when dealing with service users under very difficult circumstances, minor lapses in communication can magnify stresses. However, where employees conduct themselves unacceptably, those complaints are taken very seriously and dealt with on a case-by-case basis where standards have clearly been set and communicated.

The Cabinet Member thanked officers for the comprehensive report and the continued efforts being made by staff throughout ASC.

RESOLVED that the Cabinet Member for Adult Services approves publication of the Council's Annual Report in relation to complaints and representations in Adult Social Care for 2022/23.

17. Outstanding Issues

There were no outstanding issues.

18. Any Other Items of Urgent Public Business

There were no other items of urgent public business.

(Meeting closed at 2.40 pm)



Cabinet Member for Adult Services

14th March 2024

Name of Cabinet Member:

Cabinet Member for Adult Services - Councillor Linda Bigham

Director approving submission of the report:

Director of Adults and Housing

Ward(s) affected:

All

Title:

Deferred Payment Agreement Scheme

Is this a key decision?

No - although the proposals affect more than two electoral wards, the impact is not expected to be significant.

Executive summary:

The expectation of the Care Act (2014) is that Local Authorities will assist an individual to access a placement in a care home where such a setting best meets eligible care needs and based on a 12-week property disregard, will fund that placement for those first 12 weeks.

During those 12 weeks, residents with property need to make arrangements to fund their own placements from the 13th week, either by liquidating their assets or by making a formal Deferred Payment Agreement (DPA).

Although DPA's have been available since 2015, Coventry City Council has not implemented a formal approach surrounding Deferred Payments which would have made people make a choice to enter into DPA's or fund their own care by other means, the consequence of this has been that residents in Coventry have chosen to do neither of the above and instead the Council has continued to fund, until such time as the property is sold and the resident is able to refund the payments made.

Recommendations:

The Cabinet Member for Adult Services is recommended to:

- 1) Endorse the revised Deferred Payment Scheme for all service users having 12-week disregards ending after the 31st March 2024.
- 2) Agree to implement the new approach to Deferred Payment Agreements.

List of Appendices included:

The following appendices are attached to the report:

Appendix 1 – Deferred Payment Agreement Policy

Appendix 2 – Equality Impact Assessment

Background papers:

None

Other useful documents

None

Has it or will it be considered by Scrutiny?

No

Has it or will it be considered by any other Council Committee, Advisory Panel or other body?

No

Will this report go to Council?

No

Report title: Deferred Payment Agreement Scheme

1. Context (or background)

- 1.1. The Care Act 2014 requires local authorities to administer a scheme to enable people who meet certain criteria to defer the costs of their care until after their death with payments being made from their estate.
- 1.2. The legislation allows Councils to administer the scheme on a cost neutral basis, charging for the administration involved in setting up an agreement, as well as the interest on any deferred care charges up to a maximum rate of the cost of Government borrowing.
- 1.3. The expectation of the Care Act is that Local Authorities will assist an individual to access a placement in a care home where this best meets eligible needs and based on the 12-week property disregard, will fund that placement for those first 12 weeks.
- 1.4. During those 12 weeks, individuals with property need to make arrangements to fund their own placements from the 13th week, either by liquidating their assets or by making a formal Deferred Payment Agreement (DPA).
- 1.5. To ensure Coventry City Council adheres to the legislation surrounding Deferred Payments a revised policy document has been developed to provide clarity to both practitioners and service users. Without this clarity the Council is at risk of having unsecured social care debt from service users unnecessarily.

2. Options considered and recommended proposal.

- 2.1. Option 1: **Preferred option** to endorse the Deferred Payment Agreement Policy which will enable us to secure service users' care home debt and minimise the risk of not receiving service users' assessed contributions.
- 2.2. Option 2: to continue as we are with providing an optional Deferred Payment which will increase unsecured debt.

3. Results of consultation undertaken

- 3.1. Consultation is not specifically required on the content of this report as this relates directly to our statutory framework and was consulted on as part of the Care Act implementation.

4. Timetable for implementing this decision.

- 4.1. Should Cabinet Member endorse the revised approach to the Deferred Payment Scheme for all those service users who have a 12-week disregard ending after 31st March 2024, then the policy will be enforced as from 31st March 2024.

- 4.2. From 1st January 2024 all service users needing care in a care home were advised of the proposed revisions and advised as from 31st March 2024 that they would need to agree to fund their own placements either by liquidating their assets or by making a formal Deferred Payment Agreement with Coventry City Council.
- 4.3. Training has been provided to staff to ensure confidence with the content of the policy and the process and their role in providing information about DPA's and case recording those conversations. The process flow chart has been updated and is available on the Council's Intranet for staff to follow.
- 4.4. Coventry City Council webpages have been updated to include the latest information on Deferred Payment Schemes for service users to understand their options. This includes a printed leaflet which staff can discuss with individuals as part of the financial assessment, the leaflet is available in different languages if required.
- 4.5. Monthly panel meetings have been set up with the Financial Assessment team to discuss cases approaching the end of the 12-week disregard to ensure people have entered a DPA or if not, have been given appropriate advice in line with the new policy and understand that they will self-fund from the 13th week of their care home stay. This will be completed within the context of risk to individuals to ensure people are not left with no support.
- 4.6. All current service users with an unsecured deferred payment arrangement will be contacted in writing and advised of the Deferred Payment Agreement scheme and their options of funding for their care.

5. Comments from Director of Finance and Resources (Section 151 Officer) and Director of Law and Governance

5.1. Financial Implications

The Care Act 2014 introduced a new Deferred Payments scheme and at the same time removed previous existing protections around the Council being able to secure debt against property where a service user was financially assessed to contribute to a residential placement. Whilst deferred payments remain an option and the care costs are not being paid, this increases the level of unsecured debt the Council has. The proposals ensure clarity surrounding the debt position and remove this financial risk.

5.2. Legal Implications

Large parts of the Care Act 2014 came into force on 1 April 2015, reforming the law relating to care and support for adults and support for carers. The Act is supported by Regulations and Statutory Guidance.

The scheme for Deferred Payment Agreements was reviewed under the Act and is supported by the Care and Support (Deferred Payment) Regulations 2014, and the Care and Support (Deferred Payment) (Amendment) Regulations 2017, which set out the circumstances in which the Local Authority must enter into a deferred payment agreement, and those circumstances where it may enter into such an agreement.

The scheme is designed as a mechanism to enable those who meet the criteria to defer the costs of their care until after their death (if they wish), with payments ultimately being

made from their estate. The legislation also allows Councils to administer the scheme on a cost neutral basis, by enabling Councils to charge administration costs and interest. The Guidance makes it clear however that,

'It should be stressed from the outset that the payment for care and support is deferred and not 'written off'. The costs of provision of care and support will have to be repaid by the individual (or a third party on their behalf) at a later date.' (9.4) and

'Local Authorities need to ensure that adequate security is in place for the amount being deferred, so that they can be confident that the amount deferred will be repaid in the future'. (9.5)

The expectation therefore is that whilst Local Authorities are required to administer such a scheme, there must be appropriate security in place for the funding to ensure the debt will be repaid at a later date.

6. Other implications

6.1. How will this contribute to the One Coventry Plan?

<https://www.coventry.gov.uk/strategies-plans-policies/one-coventry-plan>

6.1.2 The adoption of and embedding a Deferred Payment Scheme into practice contributes towards the City Council's One Coventry Plan. It will do this by ensuring that residents, who have been assessed as having an eligible care need are appropriately assessed as per the Care Act 2014 and where necessary, are able to make financial contributions to their care, thereby ensuring we are improving outcomes and tackling inequalities within our communities and the Council continue to secure financial sustainability.

6.2. How is risk being managed?

6.2.1 Financial risks will be mitigated by enforcing the Deferred Payment Agreement Policy.

6.2.2 Where people refuse to enter a DPA potential risks to the Council, the provider and the person's placement will be managed by a panel with representatives from finance and operations in line with the requirements of the Care Act 2014.

6.3. What is the impact on the organisation?

6.3.1 The Council is carrying what can be a high level of unsecured debt that can sometimes take years to resolve, thereby placing the Council at considerably high risk of being prevented from recovery, either through lack of co-operation or because claims are 'timed out' due to the limitation period for recovery (currently 6 years for debts incurred under the Care Act (2014)).

6.3.2 Deferred Payment Agreements provide security for the Council and enable the Council to recover costs if support is provided post the 12-week disregard period.

6.4. Equalities / EIA?

The Council must comply with the Public Sector Equality Duty (PSED) (Equality Act 2010) by paying due regard, when carrying out their functions, to the need to eliminate unlawful discrimination, harassment, victimisation and any other conduct prohibited by the Act, to advance equality of opportunity and foster good relations between people who share a “protected characteristic” and those who do not. In doing so, The Council must consider the possible impact on those who are likely to be affected by the recommendation and their protected characteristics. Protected Characteristics under the Equality Act 2010 are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation. Equalities information and data is continuously monitored within Adult Social Care.

An EIA is attached at Appendix 2 to this report.

6.5. Implications for (or impact on) climate change and the environment?

None

6.6. Implications for partner organisations?

None

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| Contributor/approver name | Title | Service Area | Date doc sent out | Date response received or approved |
|---|--|----------------------------|--------------------------|---|
| Sally Caren | Head of Adult Social Care and Support | Adult Services and Housing | 16.02.2024 | 20/02/24 |
| Louise Ferro | Acting Head - Business Systems and Improvement | Adult Services and Housing | 16.02.2024 | 20.02.24 |
| Andrew Errington | Head of Practice Development & Safeguarding (Adults Principal Social Worker) | Adult Services and Housing | 16.02.2024 | 20.02.24 |
| Jon Reading | Head of Commissioning and Quality | Adult Services and Housing | 16.02.2024 | 18.02.24 |
| Ewan Dewar | Head of Finance | Finance | 16.02.2024 | 20.02.24 |
| Chris Whiteley | Finance Manager | Finance | 20/02/2024 | 20.02.2024 |
| Thomas Robinson | Governance Services Officer | Law and Governance | 05.03.2024 | 05.03.24 |
| Lisa Lawson | Programme Manager | Adult Services and Housing | 16.02.2024 | 20.02.24 |
| Janice White | Team Leader, Legal Services | Law and Governance | 16.02.2024 | 20.02.24 |
| Names of approvers for submission: (officers and members) | | | | |

| | | | | |
|---------------------|--|----------------------------|------------|----------|
| Pete Fahy | Director of Adult Services and Housing | Adult Services and Housing | 23.02.2024 | 23.02.24 |
| Councillor L Bigham | Cabinet Member for Adult Services | | 23.02.2024 | 23.02.24 |

This report is published on the council's website: www.coventry.gov.uk/meetings

Deferred Payment Agreements Policy

| | |
|------------------------|--|
| Version | V1.0 |
| Lead Author | Tracey Denny |
| Designation | Head of Service Localities and Social Care Operations |
| Target Audience | All staff in Adult Social Care and Service Users in need of support in a care home who own a property |
| Approved by | Adult Social Care Management Team Cabinet Member |
| Review date | |

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1. Purpose

1.1 The establishment of the deferred payment scheme means that people should not be forced to sell their home in their lifetime to pay for their care home fees. The aim of the policy is to reflect the introduction of the universal deferred payment scheme from April 2015 as detailed in the Care Act 2014. A deferred payment agreement can provide additional flexibility for when and how someone pays for their care and support when they move into a care home.

1.2 This Policy sets out Coventry City Council's position in relation to Deferred Payment Agreements.

1.3 It relates to Deferred Payment Agreements effective from 1 January 2024. It does not apply retrospectively.

1.4 It has been produced in accordance with the legal requirements set out in:

- The Care Act 2014, Sections 34-36
- The Care and Support (Deferred Payment) Regulations 2014, (as amended by the Care and Support (Deferred Payment) (Amendment) Regulations 2017)
- Care and Support Statutory Guidance

1.5 We will meet the legal requirements outlined in the legislation above. The key elements are described briefly within this policy.

2. Background

2.1. A deferred payment is designed to help a person who has been assessed to pay the full cost of their care home fees but cannot afford to pay the full amount immediately because their capital is tied up in their home. By agreeing to a deferred payment, a person can delay paying the cost of their care home fees until a later date. Typically, this means that a land registry charge is attached to their property and the Council will recover the cost of care after the property is sold or from the person's estate.

2.2 The Care Act 2014 requires that Deferred Payment Agreements are offered to all people who meet certain criteria.

2.3 Where there is a mandatory property disregard or where it is appropriate to disregard the property on discretionary grounds a deferred Payment Agreement will not be offered.

2.4 A Deferred Payment Agreement comes into effect once the 12-weeks property disregard has been completed.

2.5 The Care Act 2014 provides a national single legal framework for the establishment of a deferred payment scheme. For people with a current deferred payment entered prior to the implementation of this policy, there will be no change to the terms of their agreement. Any new applications received after January 2024 will be considered under the terms of this policy.

3. Principles

3.1 Access to the deferred payment scheme is available to people who have local authority arranged care in a care home and people who arrange and pay for their own care in a care home.

3.2 The policy will only apply to people who meet the deferred payment eligibility criteria and who are able to provide adequate security. The person must have capacity to enter into a deferred payment agreement or must have an Attorney (a person with a relevant Enduring Power of Attorney or Lasting Power of Attorney) to act on their behalf or have someone who is their Deputy appointed by the Court of Protection. The person must agree to all the terms and conditions in the deferred payment agreement.

3.3 The Council can refuse a deferred payment agreement even if all the eligibility criteria are met if:

- there is already a charge on the property which could limit the Council's ability to recover the deferred payment amount.
- a person is seeking to defer a top up payment.
- where a person does not agree with the terms and conditions of the deferred payment agreement.

3.4 In cases where a deferred payment agreement is to be secured with a jointly owned property, the Council will not enter into a deferred payment agreement unless all owners give consent and agreement to a charge being placed on the property. All beneficial owners will need to

be signatories to the charge agreement, and they must agree to repay the debt due to the Council within 90 days of the person's care stay ending or the sale of the property. Interest will continue to accrue whilst the debt is outstanding.

3.5 A person who enters into a deferred payment agreement and then chooses to rent out the property subject to the deferred payment agreement will be allowed to retain a % of the rental income in addition to the maximum disposable income allowance. The remainder of the rental income will be used in their financial assessment to calculate their assessed contribution.

3.6 The Council will offer two types of deferred payment agreements:

- Traditional type - the Council contracts with the home and pays the care home directly and defers the charges due to it from the individual.
- "Loan Style deferred payments – this can only apply if all the following are met:
 - The eligibility criteria for a Deferred Payment Agreement are met and
 - A person has already made the care arrangements themselves and
 - Chosen to contract directly with the care home (rather than ask the Council to do this on their behalf)
 - And has been paying the full cost of their placement themselves.

If this payment option is chosen, the Council will pay the care home fees to the person to pay the care home and will monitor that the loan is being used for this purpose.

3.7 If the person has been paying for their costs of care and then seeks a Deferred Payment Agreement, they are still able to choose either the loan style Deferred Payment Agreement option or the traditional style Deferred Payment Agreement.

4. Eligibility Criteria

4.1 The person must be eligible for a Deferred Payment Agreement; the eligibility requirements are:

- a) the adult's needs for care and support
 - are being met or are going to be met under section 18 or section 19(1) or (2) of the Care Act 2014 and the care and support plan as per section 25 of the Care Act 2014 for the adult, specifies that the Council is going to meet the adult's needs by the provision of accommodation in a care home (Care home is defined in the Care and Support (Deferred Payment) Regulations 2014). Or
 - are not being met by the Council and the Council considers that if it had been asked to meet the adult's needs it would have done so under section 18 or section 19(1) or (2) of the Care Act 2014 and the Council would have met the adult's needs by the provision of accommodation in a care home, and
- b) the Council is satisfied that the adult has a legal or beneficial interest in a property which is the adult's main or only home, and
 - the Council has assessed the value of that interest, and
 - the value of this interest is not disregarded within the financial assessment, for example it is not occupied by a spouse or dependent relative as defined in regulations on Charging for Care and Support, and
 - the adult's capital excluding this property is less than £23,250 (this figure will be updated in line with changes to legislation), or

4.2 Additional matters to be aware of:

- When a person enters permanent care in a care home the value of any property that they normally occupy as their main or only residence will be disregarded for the first 12 weeks from the date of permanent admission. This may in some cases follow a temporary stay. This 12-week disregard is mandatory if the person does not have income or other assets sufficient to cover the costs of care.
- The deferred payment agreement will come into effect from the start of the 13th week from the date of permanent admission into

the care home or from the date the adult enters into an agreement with the Council if the adult still owns their home and have been paying the full cost of the care home from other resources.

- In relation to an adult's needs being met by the provision of care in a care home, this is determined if they have been assessed as having eligible needs which the Council has decided should be met through a care home placement. If a person is arranging their own care and support and the Council has not undertaken an assessment, one will be undertaken to determine that the person has eligible needs.

- The person's home is not disregarded for the purposes of the financial assessment carried out under section 17 of the Care Act 2014. If the property has already been disregarded, for example because one spouse remains living in the home, the regulations (Care and Support (Deferred Payments) Regulations 2014) mean the person is not also eligible to request a Deferred Payment Agreement.

- The Council will not extend deferred payment agreements to those residents in supported living accommodation and independent living schemes.

5. Amount to be deferred:

5.1 The amount of deferral (The amount the Council will agree to defer) is defined in the Care and Support (Deferred Payment) regulations 2014 and will be based on three elements;

a. The equity in the property

b. The amount a person is contributing to their care costs from other sources

c. The total care costs which the Council deem to be reasonable, this could include any top ups dependent upon the amount of equity available in the property (a top up is defined in the Care and Support and Aftercare (Choice of Accommodation) Regulations 2014).

5.2 The maximum amount that can be deferred will be governed by an equity limit. The equity limit will be set at 90% of the value of a person's property less the lower capital limit less any other charges against the

property, such as a mortgage. The amount to be deferred will not be more than this figure but may change during the lifetime of the deferred payment agreement if the value of the property changes. The amount of the deferred payment will be agreed between the Council and the person. Interest and administration fees are not included in the equity limit.

6. Sustainability of the Deferred Payment

6.1 When deciding on the amount to be deferred, the Council will work with the person to ensure the arrangement is sustainable. Factors which will be considered include:

- The likely period the person would want a deferred payment agreement (if they intend to use it as a “bridging loan”)
- The equity available
- The sustainability of a person’s contributions from their income
- The flexibility to meet future care needs
- The ability to meet future top up payments
- The period a person would be able to defer their care costs for

6.2 The amount being deferred will be reviewed on a regular basis, minimum once a year, to ensure the deferred amount does not exceed the equity limit.

7. Security

7.1 The person requesting a deferred payment will obtain independent valuations of the property, the cost of which can be added to the administration fees.

7.2 The Council and the person will agree the value of the property prior to proceeding with the agreement.

7.3 The Council will secure a legal mortgage charge against a property on the Land Register as a form of “adequate security” for the payment of the adult’s deferred amount and any interest or administration costs associated with the deferred payment.

7.4 The Council will only accept a charge on a property as security for a deferred payment agreement.

7.5 The Council will revalue the property at the point where the amount deferred equals or exceeds 50% of the value of the security to assess any potential change in the value, and to reassess the person's equity limit.

7.6 After this revaluation, the Council will require an annual valuation of the property to monitor any potential further changes in value.

7.7 If the revaluation of the property shows there has been a substantial change in its value, Coventry City Council will review the amount being deferred under the deferred payment agreement.

7.8 The person will be responsible for any costs to obtain the revaluations but can be added to the deferred payment amount or paid separately.

8. Interest rate and administration charge

8.1 The Council will charge interest on any amount deferred. It will also charge the person its administration costs incurred in relation to their deferred payment agreement.

8.2 The administration charge will include all costs reasonably incurred by the Council in agreeing, maintaining and ending a deferred payment agreement. Therefore, if the costs to the Council are different for a loan style deferred payment agreement than for a traditional type (due to the additional monitoring required to ensure the Council's funds are being spent on the purpose they have been loaned for), the Council may charge respective people different amounts.

8.3 Administration charges and interest can be added on to the total deferred as they are accrued, although a person may choose to pay these on a quarterly basis. All fees deferred, alongside any interest and administrative charges incurred must be repaid in full by the person and will be calculated in line with legislation.

8.4 The Council will inform people before they make the agreement what interest rates are currently set at and when interest rates are likely to change.

8.5 Interest will continue to accrue on the amount deferred once a person has reached their equity limit. It will also accrue after the person has died until the point at which the deferred amount is repaid to the Council in full.

9. The Agreement

9.1 The terms of the agreement will be discussed and agreed with the person or their representative and will take the form of a legal contract between the Council and the person.

9.2 The agreement will set out all terms, conditions and information necessary to enable the person to ascertain their rights and obligations under the agreement as required by the regulations.

9.3 The agreement for a loan style deferred payment agreement will also include the provision for the withdrawal of the loan if it is not being used for the purpose it was loaned for.

9.4 Where a person chooses to enter into a deferred payment agreement, the Council will:

- Aim to have the agreement finalised and in place by the end of the 12-week disregard period, or within 12 weeks of the person approaching the council regarding a deferred payment agreement in other circumstances.
- Include in the agreement that the person confirms they have sought and received adequate information on options for paying for care and that they understand how the deferred payment agreement works and understand the agreement they are entering into.
- Provide a hardcopy of the deferred payment agreement to the person and any other beneficial owner and they will be provided with reasonable time to read and consider the agreement.
- Provide people with six monthly written updates of the amount of fees deferred, of interest and administrative charges accrued to date, and the total amount due and the equity remaining in the home (the equity limit). The update will set out the amount deferred during the previous period, alongside the total amount deferred to date. It will also include a projection of how quickly the person will deplete all equity remaining in their property up to the upper limit.

9.5 The person must:

- Notify the Council of any changes in their income
- Ensure that appropriate arrangements are in place to maintain their home whilst in care, that it is maintained adequately and regularly and that they have adequate insurance for their property
- Nominate a 3rd party who is aware of the Deferred Payment Agreement who will help the Council reclaim the amount deferred
- Obtain the Council's consent before allowing someone to move into the property after the agreement has been made
- Notify the Council if they have placed the property on the market to sell
- Not default on payment to the care home (for loan style deferred payment agreements)
- Provide the Council with evidence of payment to the care home upon request

9.6 In all circumstances it is advisable for the person to obtain independent legal and financial advice on the proposed deferred payment agreement.

10 Termination of agreement

10.1 The agreement can be terminated in three ways:

- At any time by repaying the full amount due
- When the property is sold, and the Council is repaid. If a person decides to sell their home, they must notify the Council during the sale process. They will be required to pay the amount due to the Council from the proceeds of the sale. Once the amount due is paid, or a solicitor's undertaking has been received confirming that it will be paid, the Council will relinquish the charge on their property.
- When the person dies, and the amount is repaid to the Council from their estate.

10.2 The Council will approach the executor with a full breakdown of the total amount deferred following the person's death. If terminated through the person's death, the amount owed to the Council under the deferred payments agreement falls due 90 days after the person has died. If after this 90-day period, the Council concludes active steps to repay the debt

are not being taken, it will enter legal proceedings to reclaim the amount due.

10.3 The Council will terminate a loan style agreement if it cannot be satisfied that the person has used the loan for its intended purpose.

10.4 On termination, a final invoice will be issued for the full amount due to the Council, including deferred care costs, any interest accrued, and any administrative or legal fees charged.

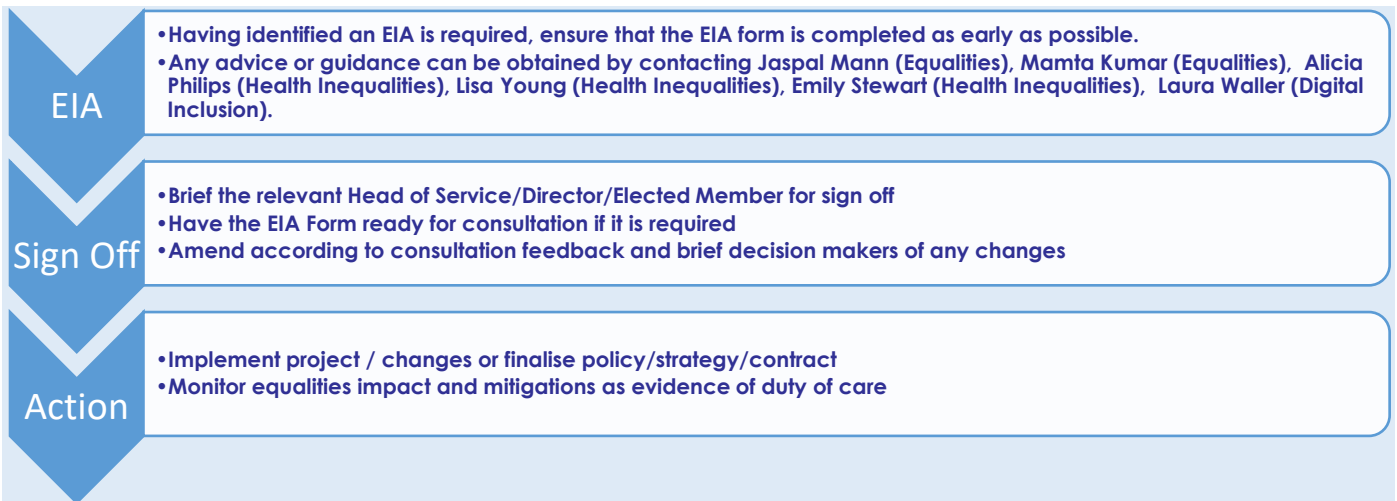
November 2023

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EQUALITY IMPACT ASSESSMENT (EIA)



| | | |
|------------------------|--------------------|--|
| Title of EIA | | Adult Social Care – Deferred Payment Scheme |
| EIA Author | Name | Jane Mousley |
| | Position | Change Manager |
| | Date of completion | 11/01/24 |
| Head of Service | Name | Tracey Denny |
| | Position | Head of Localities & Social Care Operations |
| Cabinet Member | Name | Cllr. Bigham |
| | Portfolio | Cabinet Member for Adult Services |



PLEASE REFER TO [EIA GUIDANCE](#) FOR ADVICE ON COMPLETING THIS FORM

SECTION 1 – Context & Background

1.1 Please tick one of the following options:

This EIA is being carried out on:

New policy / strategy

New service

Review of policy / strategy

Review of service

Commissioning

Other project (please give details) *Medium Term Financial Strategy Project*



1.2 In summary, what is the background to this EIA?

Care and support for adults to live an independent life are not free. Adult Social Care provide a needs and well-being assessment and support plan. If residential or nursing care is appropriate, a financial assessment will be undertaken.

Adult Social Care will undertake a financial assessment which will determine:

- whether the local authority will meet all the cost of your care
- or whether you will need to contribute towards your care cost
- or whether you will have to pay the full cost.

A Financial Assessment will be completed which will consider –

- existing income, such as state pension, occupational pensions etc.
- the amount of Income Support/Pension Credit you would receive if you went into residential or nursing care.

Depending on individual circumstances, it is decided as part of the assessment whether a property is included in your assessment of charges. There are some circumstances where property is disregarded which are:

- If the residents' partner will continue to live in the property.
- If the resident has a relative aged 60 years or over living in the property.
- If the resident is responsible for a child under 16 years living in the property.
- If the resident has a relative who is incapacitated and lives in the property.
- The Council can use a discretionary power to disregard a property in exceptional circumstances.

If a resident has been assessed to pay the full cost of their residential or nursing care a Deferred Payment Scheme is designed to help if their capital is tied up in their home.

In order to apply for the Deferred Payment Agreement Scheme a resident must have one of the following:

- Capital (excluding the property) of less than £23,250.
- Be professionally assessed as requiring and be entering permanent residential / nursing care in a registered care home.
- Own or have part legal ownership of a property, which is not benefitting from a property disregard, and ensure their property is registered with the Land Registry.
- Have mental capacity to agree to a deferred payment agreement or have a legally appointed agent willing to agree this.



Adult Social Care can consider circumstances outside of the usual criteria and agree a Deferred Payment Scheme, where it is considered appropriate, within the parameters of the Guidance.

The expectation of the Care Act 2014, is that Local Authorities will assist an individual to access a placement in a residential or nursing care home and, based on the 12-week property disregard, will fund that placement for those first 12-weeks.

During those 12-weeks, residents who have had a Financial Assessment which determine they need to pay for their care however, their assets are tied up with their property need will have to make arrangements to fund their own placements from the 13th week, either by liquidating their assets or by making a formal Deferred Payment Agreement (DPA) with Coventry City Council.

The Deferred Payment Agreement Scheme is a national approach and is designed to help residents if they have been assessed to pay the full cost of their residential care but cannot afford to pay the full weekly charge because most of their capital is tied up in your home.

The scheme offers the resident a loan from Coventry City Council using their home as security. It generally does not work in the same way as a conventional loan. The Local Authority does not give a fixed sum of money when they join the scheme. The Local Authority pays an agreed part of their weekly care and support bill for as long as there is sufficient equity in the property.

When a resident enters into the Deferred Payment Agreement Scheme, they enter into a legal agreement with the Council by signing an agreement document. The Council then places what is called a 'legal charge' on their property to safeguard the loan. They will be charged for this expense, and it will be included in the DPA reclaim invoice when the funding ends.

The agreement covers both the responsibilities of the Council and the resident responsibilities, one of which is to make sure that their home is insured and maintained. They can end the agreement at any time (for example if they sell their home) and the loan then becomes payable immediately. Otherwise, the agreement ends on their death and the loan becomes payable 90 days later. The Council cannot cancel the agreement without their consent.

Interest can be charged on the loan in the same way a normal loan would be on money borrowed from a bank. The maximum interest rate that can be charged is fixed by the government. Currently the maximum rate that can be charged is based on the cost of government borrowing and will change on 1st January and 1st July every year. The current rate applicable from 1 January 2024 is 4.65%.

The interest will be compounded on a four-weekly basis. The interest will apply from the day a Deferred Payment Agreement is entered into. Regular statements are issued showing how the charge is being calculated and what the outstanding sum on the Deferred Payment account is.

Currently, Coventry City Council does not have guidance available to practitioners and therefore has continued to offer unsecured Deferred Payments for people in residential and nursing care who own a property.



1.3 List organisations and people who are involved in this area of work?

Adult social care providers (residential care homes)

- Cabinet, specifically Cabinet Member for Adults
- Director of Adult Social Care and Housing
- Adults Strategic Commissioning
- Transformation Team
- Finance
- Legal
- Residents / service users
- Operational social work teams
- Voluntary and community groups
- Health

SECTION 2 – Consideration of Impact

Refer to guidance note for more detailed advice on completing this section.

In order to ensure that we do not discriminate in the way our activities are designed, developed and delivered, we must look at our duty to:

- Eliminate discrimination, harassment, victimisation and any other conflict that is prohibited by the Equality Act 2010
- Advance equality of opportunity between two persons who share a relevant protected characteristic and those who do not
- Foster good relations between persons who share a relevant protected characteristic and those who do not

2.1 Baseline data and information

- Please include an analysis of the equalities data your service holds. This could include surveys, complaints, compliments, management information and customer profiles. *(Please refer to Diversity Guide)*
- Where possible compare your data to local data using
 - Facts about Coventry
 - Census 2011



- Census 2021
- JSNA

All of wards across Coventry will be affected by the implementation of a Deferred Payment Agreement Scheme, especially if a person owns a property and that property is considered as part of the financial assessment towards the cost of residential care or nursing care.

The wards to be most likely to be affected are where most adults assessed in need of support live in the city which are Westwood, Radford, Cheylesmore and Bablake.

We know that service requests from adults to the ASC front door increased from 13,944 to 14,706 from 2021/2022 to 2022/2023. The current year figures show a decrease in requests for support, 9,465 compared to 9,609 at this stage in the year (November 2023). Winter pressures might impact on the numbers requesting support, as the year progresses.

Of the current requests for support, 78.9% came from the community and 20.7% are from hospital. Of these requests, 37.4% are signposted to a range of commissioned, or other public, voluntary or community services. 24.8% are provided with on-going low-level support, 19.4% are provided with short term support to maximise independence, 11.1% no services provided, 3.7% long-term support in the community, 1.4% Short-term other, 0.9% Long-term residential care, 0.7% no services provided (deceased), 0.5% Long-term support (nursing care) and 0.2% NHS funded care. Therefore, we know that 1.4% of requests are assessed needing long-term residential care or long-term supporting nursing care.

Of the adults accessing residential and/or nursing care the majority are white British (81.8%) and there are slightly more women (56.8%) than men (43.2%).

From research undertaken, several important equality, diversity and inclusion issues have been identified for minority ethnic groups who require services:

- Barriers accessing Services – language barriers, insufficient information, cultural awareness in services (appropriateness and unfamiliarity), misconception about support provided by services - Early intervention and prevention is required.
- Previous negative experiences of services, dissatisfaction with services and services not sensitive to their needs.
- Minority groups more likely to experience ill health and poverty (leading to financial concerns). They are less likely to be in receipt of financial and practical support and will tend to have to wait longer.
- The perceived “duty” within the family to provide support and that services believe certain cultures want to provide that care.
- There is no word for “dementia” in Asian languages. Lack of awareness for certain conditions, such as dementia and depression within BAME communities. Alongside this, within certain BAME communities’ certain conditions are more prevalent.



- Stigma of accessing support as well as stigma around a diagnosis will influence the uptake of accessing support. A delay in contacting services may lead to a crisis.
- Interpreters used are often family members, which raises issues about confidentiality, filtering of information or not interpreted correctly because lack of understanding. Even though written information may be translated, older generations may have a limited understanding of literacy in their own language.
- Refugees face barriers about not being able to receive benefits, gain employment, housing and Schools.
- Services do not always have staff from the same minority ethnic group and white, British professionals not understanding what racism and discrimination feels like. There is a need to develop a skilled workforce that matches the local population which is culturally appropriate and sensitive to the needs.
- Staff raise concerns that they do not have appropriate knowledge of cultures and also difficulties in trying to engage minority groups in service design.
- Satisfaction questionnaires may not provide adequate feedback due to how it is interpreted.

From the latest available data taken from the Facts About Coventry data dashboard we know:

- Foleshill and St Michael's have the highest numbers of non-white residents.
- Binley and Willenhall, Henley, Longford, Radford, Woodlands, Westwood, Foleshill and St Michael's are the wards with higher numbers of people with limiting long term illness or disability.
- St Michael's and Foleshill have been identified as being 2 of 6 wards with the highest levels of health deprivation according to the Indices of Multiple Deprivation scores.
- Henley, St Michael's and Foleshill are in the top 3 wards for crime according to the Indices of Multiple Deprivation.
- Binley and Willenhall, Foleshill, Henley, Longford, Radford and St. Michael's have been identified as the wards which are in the 10% of the most deprived neighbourhoods in the country according to the indices of multiple deprivation.
- Foleshill is the ward with the highest level of child poverty according to the Indices of Multiple Deprivation scores.
- There does not seem to be much difference in the numbers of males and females distributed in each ward besides St Michael's with males being significantly higher.
- There does seem to be a slightly number of adults over the age of 65 in most of the wards, with a significantly higher number of adults aged 65 and over in the Woodlands Ward.

The social care data and indices of deprivation has identified that the implementation of Deferred Payment Scheme, could have a negatively disproportionate impact on the most deprived and vulnerable residents who own a property, and that property is considered as part of the financial assessment who live in and are:

- Minority ethnic communities in the Foleshill and St Michael's wards

EQUALITY IMPACT ASSESSMENT (EIA)



- Persons with disabilities and limiting long term conditions in Woodlands/Westwood, St Michaels and Foleshill
- Residents who are female.
- Older residents over the age of 65.
- Residents who are white.

2.2 On the basis of evidence, complete the table below to show what the potential impact is for each of the protected groups.

- Positive impact (P),
- Negative impact (N)
- Both positive and negative impacts (PN)
- No impact (NI)

**Any impact on the Council workforce should be included under question 5.0 – not below*

| Protected Characteristic | Impact type P, N, PN, NI | Nature of impact and any mitigations required |
|--------------------------|-----------------------------|---|
| Age 0-18 | NI | <p>The implementation of a Deferred Payment Scheme will not directly impact on children under 18 years. As any care packages for residential or nursing care for children are funded outside Deferred Payment Schemes.</p> <p>If there is a relative (child) living in an assessed service user's property than that property is not considered as part of the Financial Assessment and so they can remain at the property should the service user wishes that to happen.</p> |
| Age 19-64 | PN | <p>The implementation of a Deferred Payment Scheme could have a negative impact on person who has been assessed in need of residential or nursing care support and they have a property which meets the criteria of being included in a financial assessment. These residents will need to understand the implications of the Deferred Payment Scheme and make an informed decision.</p> <p>There would be a positive impact as the service user will be able to meet the financial costs of their needs and will not incur any unnecessary unsecured debts. They would be in control of whether they choose to liquidise their assets to pay for their care.</p> |

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|------------|----|--|
| | | <p>To mitigate any negative impact, policies and procedures will be in place to provide Social Workers with information and guidance to support residents and their representatives to make an informed decision. Residents will also be signed posted to local independent advice agencies/webpages.</p> |
| Age 65+ | PN | <p>Due to the fact that a higher proportion of the elderly are likely to enter residential or nursing care, it may have a greater impact on this group.</p> <p>A Deferred Payment Scheme could have a negative impact on person who has been assessed in need of residential or nursing care support and they have a property which meets the criteria of being included in a financial assessment. These residents will need to understand the implications of the Deferred Payment Scheme and make an informed decision.</p> <p>Interest will accrue (compound interest) on all accrued charges, including any associated fees for administrative fees for administrative and legal charges, unless the person chooses to pay these at the start of the agreement.</p> <p>Residents who choose to take up the scheme will as part of their contract need to ensure the property is maintained and kept adequately insured, so that the council's interest is protected.</p> <p>There could be a positive impact on adults aged 65+ who are eligible to receive social care, as the service user will be able to meet the financial costs of their needs and will not incur any unnecessary unsecured debts. They would be in control of whether they choose to liquidise their assets to pay for their care.</p> <p>Any negative impact will be mitigated by the fact that entering into a deferred payment agreement is voluntary. As part of the assessment process potential clients will be signposted to sources of independent advice.</p> |
| Disability | P | <p>There could be a positive impact on adults living with a disability who are eligible to receive social care, as the service user will be able to meet the financial costs of their needs and will not incur any unnecessary unsecured debts. They would</p> |

EQUALITY IMPACT ASSESSMENT (EIA)



| | | |
|---|-----------|--|
| | | <p>be in control of whether they choose to liquidise their assets to pay for their care.</p> <p>A Deferred Payment Scheme could have a negative impact on person who has been assessed in need of residential or nursing care support and they have a property which meets the criteria of being included in a financial assessment. These residents will need to understand the implications of the Deferred Payment Scheme and make an informed decision.</p> <p>Interest will accrue (compound interest) on all accrued charges, including any associated fees for administrative fees for administrative and legal charges, unless the person chooses to pay these at the start of the agreement.</p> <p>Residents who choose to take up the scheme will as part of their contract need to ensure the property is maintained and kept adequately insured, so that the council's interest is protected.</p> <p>Any negative impact will be mitigated by the fact that entering into a deferred payment agreement is voluntary. As part of the assessment process potential clients will be signposted to sources of independent advice.</p> |
| Gender reassignment | NI | It is not expected that there will be any impact on this protected group. |
| Marriage and Civil Partnership | NI | It is not expected that there will be any impact on this protected group. |
| Pregnancy and maternity | NI | It is not expected that there will be any impact on this protected group. |
| Race (Including: colour, nationality, citizenship ethnic or national origins) | PN | <p>Our data tells us that adults accessing residential and/or nursing care the majority are white British (81.8%) There could be a positive impact on adults who are eligible to receive social care, as the service user will be able to meet the financial costs of their needs and will not incur any unnecessary unsecured debts. They would be in control of whether they choose to liquidise their assets to pay for their care.</p> <p>A Deferred Payment Scheme could have a negative impact on person who has been assessed in need of residential or nursing care support and they have a property which meets the criteria of being included in a financial assessment. These</p> |

EQUALITY IMPACT ASSESSMENT (EIA)



| | | |
|---------------------|-----------|--|
| | | <p>residents will need to understand the implications of the Deferred Payment Scheme and make an informed decision.</p> <p>Interest will accrue (compound interest) on all accrued charges, including any associated fees for administrative fees for administrative and legal charges, unless the person chooses to pay these at the start of the agreement.</p> <p>Residents who choose to take up the scheme will as part of their contract need to ensure the property is maintained and kept adequately insured, so that the council's interest is protected.</p> <p>Any negative impact will be mitigated by the fact that entering into a deferred payment agreement is voluntary. As part of the assessment process potential clients will be signposted to sources of independent advice.</p> |
| Religion and belief | NI | It is not expected that there will be any impact on this protected group. |
| Sex | P | <p>Our data tells us that adults accessing residential and/or nursing care there are slightly more women (56.8%) than men (43.2%).</p> <p>There could be a positive impact on women who are eligible to receive social care, as the service user will be able to meet the financial costs of their needs and will not incur any unnecessary unsecured debts. They would be in control of whether they choose to liquidise their assets to pay for their care.</p> |
| Sexual orientation | NI | It is not expected that there will be any impact on this protected group. |

SECTION 3 – HEALTH INEQUALITIES - See the health inequalities pre EIA guidance sheet for this section.

| | |
|--|--|
| 3 | Further information on health inequalities is available on the Intranet |
| 3.1 Please tell us how the proposal you are submitting this EIA form will reduce health inequalities: | |
| <i>Please include which Marmot Principles this work covers.</i> | |
| | |



Having a policy will ensure that adults who have been assessed in need of residential or nursing care support and they have a property which meets the criteria of being included in a financial assessment, will be able to meet the financial costs of their needs and will not incur any unnecessary unsecured debts. They would be in control of whether they will choose to liquidise their assets to pay for their care. Residential or Nursing care will provide the intensive specialised care to support residents to live and age well due to the care provided.

This relates to the Marmot principle to:

- enable all children, young people, and adults to maximise their capabilities and have control over their lives.
- strengthen the role and impact of ill health prevention.

3.2 What information do you have to show you are going to reduce health inequalities:

The revision of Deferred Payment Agreement Scheme enables people who meet the assessed need for residential or nursing care to access the equity in their property and choose a home that will best meet their health and social care needs, without accruing an unsecured debt or having to worry about selling their property whilst they are alive.

For those whose needs can only be met in a care home there is assurance that they will have access to health professionals including doctors, district nurses, dentists, chiropodists and opticians something which may not have been accessible to them living in the community due to their level or need or mobility or lack of support to access these services.

The service area will monitor the needs of the community through analysing data from Office National Statistic (ONS) and Joint Strategic Needs Assessment (JSNA) of the city and by reviewing the number of requests and the type of request for support from service users.

3.3 Who/which groups of people might face the biggest health inequalities for your work and why:

The groups of people that will face the biggest health inequalities for this work will be new and existing adults and carers across:

- Learning Disabilities
- Physical Disabilities
- Older people (over 65)
- Adults with disabilities

3.4. What can be done to improve health equity for the groups of people you have identified?



Improvements in equity for the groups identified would be to ensure that when service users are assessed for social care support that Social Workers support the services user to explore options which will meet their needs and improve their health.

SECTION 4 - DIGITAL EXCLUSION INEQUALITIES

Please consider the digital exclusion information in the supporting document prior to completing this section.

4.1 Starting point:

Thinking of the main aims of your work area that this EIA is for; does your work area impact digital inequalities or exacerbate? Y

- ***Does your work assume service users have digital access and skills?***

The revision of Deferred Payment Agreement Scheme does not assume that all residents have access to digital access and skills. Whilst the information is available on-line, Social Workers will discuss the Deferred Payment Agreement Scheme with service users and their families and a series of leaflets have been produced and will be given to the service user in order for them to spend time reading and reflecting on the scheme, and where possible discuss with family. The leaflets are also available in other languages.

- ***Do outcomes vary across groups, for example digitally excluded people benefit the least compared to those who have digital skills and access?***

There will be no differences between groups as in any event a paper copy will be available and a Social Worker and a Financial Assessment Officer will be able to meet face to face with the service user to discuss options.

- ***Consider what the unintended consequences of your work might be.***

It is not known at this stage, what the unintended consequences of the work might be for service users.



4.2 4.1 Reducing digital exclusion inequalities

Where are the opportunities for your area to reduce digital exclusion inequalities and embed supports/interventions as part of your work?

As part of wider piece of work within Adult Social Care, support will be given to all service users to access training who are digitally excluded.

5.0 Will there be any potential impacts on Council staff from protected groups?

There is potential there could be an impact on staff from protected groups. Social Work Practitioners may become anxious having to have critical conversations with residents concerning financial options. In order to mitigate this a series of training literature and example words which practitioners can use in conversations with residents.

They may also receive verbal abuse from residents or their representative following a critical conversation around the financial assessment determining that the resident will need to contribute to the cost of their care.

You should only include the following data if this area of work will potentially have an impact on Council staff. This can be obtained from: Nicole.Powell@coventry.gov.uk

Headcount:

Sex:

Age:

| | |
|--------|--|
| Female | |
| Male | |

EQUALITY IMPACT ASSESSMENT (EIA)



Disability:

| | |
|---------------------|--|
| Disabled | |
| Not Disabled | |
| Prefer not to state | |
| Unknown | |

| | |
|-------|--|
| 16-24 | |
| 25-34 | |
| 35-44 | |
| 45-54 | |
| 55-64 | |
| 65+ | |

Ethnicity:

| | |
|-------------------------------|--|
| White | |
| Black, Asian, Minority Ethnic | |
| Prefer not to state | |
| Unknown | |

Religion:

| | |
|---------------------|--|
| Any other | |
| Buddhist | |
| Christian | |
| Hindu | |
| Jewish | |
| Muslim | |
| No religion | |
| Sikh | |
| Prefer not to state | |
| Unknown | |

Sexual Orientation:

| | |
|---------------------|--|
| Heterosexual | |
| LGBT+ | |
| Prefer not to state | |
| Unknown | |

6.0 How will you monitor and evaluate the effect of this work?

The work will be monitored by tracking the numbers of people applying to enter a Deferred Payment Agreement with Coventry City Council. There is an expectation that unsecured debt will fall and this will be monitored through monthly meetings and panels and details of this debt will be shared with ASCMT bi-monthly.

6.1 Action Planning

| Issue Identified | Planned Action | Timeframe |
|------------------|----------------|-----------|
| | | |
| | | |
| | | |
| | | |

EQUALITY IMPACT ASSESSMENT (EIA)



7.0 Completion Statement

As the appropriate Head of Service for this area, I confirm that the potential equality impact is as follows:

No impact has been identified for one or more protected groups

Positive impact has been identified for one or more protected groups

Negative impact has been identified for one or more protected groups

Both positive and negative impact has been identified for one or more protected groups

8.0 Approval

| | |
|--|--|
| Signed: Tracey Denny - Head of Localities & Social Care Operations | Date: 19/02/2024 |
| Name of Director: Peter Fahy | Date sent to Director: 20/02/2024 |
| Name of Lead Elected Member: | Date sent to Councillor: |

Email completed EIA to equality@coventry.gov.uk

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