**RESIDENTIAL CARE THIRD PARTY TOP-UP AGREEMENT**

Care Act 2014

METROPOLITAN BOROUGH OF BURY

And

[INSERT NAME AND ADDRESS OF THIRD PARTY]

And

CARE HOME PROVIDER: [INSERT NAME AND ADDRESS OF CARE HOME/Service Provider]

This Agreement is made on [date] between the Metropolitan Borough of Bury (“the local authority”, “the council”), of Town Hall, Knowsley Street, Bury, Lancs, BL9 0SW and [insert name of Third Party agreeing to pay the Top-Up fee.] (“Third Party Contributor”), of [insert address of Third Party].

**Whereas:**

1. [Name of resident] wishes to reside at [Name of Care Home] which is a Care Home operated by the Service Provider.
2. The Service Provider is willing to provide the Resident with the care and support in accordance with their Personal Support Plan and Council Contract.
3. The Third Party has agreed to pay the Council the Top-Up contribution.
4. The Top-Up contribution represents [insert details of the reason/purpose of the Top-Up.]

Definitions:

In this Agreement, the following words have the following meanings:

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| **Commencement Date** | The date that the Top-Up contribution is due and agreed to be paid from. This would usually be the date of admission of the Resident to the Care Home. |
| **Council Contract** | The Council’s Residential and Nursing Care Home contract with the Service Provider. |
| **Financial Assessment** | The Financial Assessment carried out under section 17 of the Care Act 2014 which determines the Resident’s contribution towards the cost of their Personal Budget. |
| **Personal Budget** | The cost to the Council of meeting the needs identified in the Support Plan of the Resident. |
| **Resident** | The person living in the Care Home. |
| **Service Provider** | The Care Home and/or Company that owns and manages the residential and nursing accommodation. |
| **Service Provider’s Rate** | The amount the Service Provider charges for the provision of accommodation and social care services for the Resident. |
| **Third Party** | The person who has entered into this Agreement and is willing to pay the Top-Up contribution. |
| **Top-Up Contribution** | The amount to be paid by the Third Party to reflect the difference between the Service Provider’s rate and the Council Personal Budget rate. |

Agreement:

1. The Third Party agrees to pay the Top-Up contribution of [£xxx] being the amount of the difference between the Service Provider’s rate (which at the date of this Agreement is [£xxx]) and the Resident’s Personal Budget (which at the date of this Agreement is [£xxx]).
2. The Top-Up contribution should be paid on a four-weekly basis by Direct Debit to the Council in line with the standard invoicing schedule.
3. The Council is responsible for notifying the Third Party making the Top-Up contribution of any changes to the charges outlined in this Agreement.
4. For the avoidance of doubt it is declared and agreed between all Parties as follows;
	1. Arrangements will be reviewed in line with the arrangements for reviewing the Residents Financial Assessment and Personal Budget. These are reviewed following a change in circumstances or on an annual basis.
	2. If there is an increase in the amount of the difference between the Service Provider’s rate and the Residents Personal Budget a review will take place to determine how the increase will be paid.
	3. The Third Party making the payment shall notify the Council immediately of any change in their circumstances which could affect their ability to make the Top-Up contributions. This may trigger a review of the arrangements.
	4. In the event of failure by the Third Party to pay the Top-Up contribution in full at any time the Council will have the right to give 4 weeks’ notice in writing to the Resident and the Third Party to withdraw the Resident from occupation of the accommodation and place them in alternative accommodation that is affordable within the amount identified in the Residents Personal Budget.
	5. The Council may require the Third Party to confirm their financial details for the Council to ensure that the Top-Up contribution is affordable and sustainable for the duration of the placement.

**DECLARATION:**

I agree to, and am able to, pay the specified amount of Top-Up contribution for the duration of the Residents stay in the Care Home. I acknowledge that the level of Top-Up contribution may be re-negotiated and any change in rate will be notified by the Council. Changes resulting from any annual inflationary amendments to fees will usually take effect from the day in April when the Department for Work and Pensions statutory benefits are increased. In the event of the Residents death, it is acknowledged that the Service Provider shall be entitled to receive payment for two subsequent days.

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| **Signed by the Third Party:** |  |
| **Date signed:** |  |
| **Name of the Third Party:**(please print) |  |
| **Address of the Third Party:**(please print) |  |

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| **Signed on behalf of the Council:** |  |
| **Date signed:** |  |
| **Name of person signing:**(please print) |  |
| **Position of person signing:** (please print) |  |

Revised October 2018