

Third party contribution (top-up) agreement for residential and nursing care placements



THIS THIRD-PARTY CONTRIBUTION AGREEMENT is made BETWEEN SURREY COUNTY COUNCIL, 11 Cockshot Hill, Woodhatch, Reigate, RH2 8EF ('the Council')

and ('the Third-Party Contributor')
of (full address)

This agreement is in accordance with the Care and Support and After-Care (Choice of Accommodation) Regulations 2014.

1. The Council has entered into an arrangement with ('the Care Home') in respect of ('the Resident') for the provision of accommodation and care services at a weekly fee in excess of the amount in their personal budget. The preference for this accommodation is at the request of (full name).
2. As the Third-Party Contributor you have agreed to pay the weekly sum of £ as a contribution to the weekly fee charged by the Home. You have evidenced your ability to pay the third-party contribution for the likely duration of the placement.
3. This Agreement is effective from (day, month, year) until terminated in accordance with paragraph 5 below.
4. The fees of the Care Home and the sums paid by the Council and the Resident may be varied from time to time. Any increase in costs may not be shared evenly, should the fees of the accommodation provider ('the Provider') rise more quickly than the amount of the Resident's personal budget. The Council shall notify the Third-Party Contributor in writing if, as a result, the third-party contribution needs to be changed and shall give the Third-Party Contributor not less than 4 weeks' notice of any such change. If the Third-Party Contributor is willing to pay the new amount, the Third-Party Contributor will be asked to sign a new agreement with the Council and this Agreement shall end. If the Third-Party Contributor declines to agree to the new third-party contribution, this will result in a review of the placement and the Resident may have to move to an alternative care home.
5. This Agreement shall terminate on:
 - a) the date of death of the Resident or as specified in the Care Home's terms and conditions contract with the Council, or
 - b) the Council terminating its contract with the Care Home, or
 - c) the Third-Party Contributor giving the Council not less than 6 weeks' notice in writing of the intention to terminate, or
 - d) a new third party contribution agreement being completed, or
 - e) failure by the Third-Party Contributor to maintain the agreed payments.
6. It is agreed by the Third-Party Contributor that failure to maintain the third-party contribution payments in full at any time, or the giving of notice under clause 5c and 5d above, will trigger a review of the placement. The Council will have the right to terminate the contract with the Provider and move the Resident to an alternative care home placement identified by the Council and affordable within the Resident's personal budget.

7. It is agreed by the Third-Party Contributor that the Resident's own financial resources will not be used to contribute towards the top-up. If the Resident has a change in circumstances that requires a new financial assessment and this results in a change in the level of contribution made by the Resident, this will not reduce the need for a top-up payment.
8. The Third-Party Contributor shall not enter into any separate agreement with the Provider to increase the fee level or purchase additional services without first securing agreement from the Council. Any such arrangement will not form part of this Agreement.
9. The Third-Party Contributor will be liable to the Council for any unpaid third-party contributions due under this Agreement. Any unpaid sums due from the Third-Party Contributor under this Agreement will be pursued by the Council.
10. By mutual agreement, payment of the third-party contribution will be paid direct to the Provider, directly to the Council by Direct-Debit at 4 or 5 weekly intervals with 12 payments per annum or direct to the Resident. By mutual agreement the third-party payment will be made to:

The Provider The Resident¹ The Council by direct debit

Summary

Name of Resident	
Name of Residential/Nursing Care Home	
Weekly Cost of placement	
Personal Budget (this includes the Resident's assessed charge and the Council's contribution*)	
Third party weekly contribution	

*This figure may vary and will be notified separately.

The below signatories understand and are in agreement with the clauses above:

<p>Signed by Third-Party Contributor <input type="text"/></p> <p>Name <input type="text"/></p> <p>Date <input type="text"/></p>	<p>[¹Only where the Resident is assumed to have capacity]</p> <p>Signed by the Resident <input type="text"/></p> <p>Name <input type="text"/></p> <p>Date <input type="text"/></p>
<p>Signed on behalf of the Council <input type="text"/></p> <p>Name <input type="text"/></p> <p>Date <input type="text"/></p>	<p>Signed on behalf of the Provider <input type="text"/></p> <p>Name <input type="text"/></p> <p>Date <input type="text"/></p>