

## Appendix 2

### THIRD PARTY CONTRIBUTION AGREEMENT - RESIDENTIAL / NURSING CARE

#### 1. Parties to the Agreement:

This Agreement is made between

1.1 *NAME & ADDRESS OF THIRD PARTY PAYEE*

1.2 *NAME & ADDRESS OF CARE HOME*

1.3 Middlesbrough Council of ADDRESS ("the Council");

#### 2. Duration of Agreement:

2.1 The Agreement shall commence on \_\_\_\_\_ and continue unless terminated in accordance with Clause 8

#### 3. Purpose of Agreement:

3.1 The purpose of this Agreement is to ensure that all parties are aware of their financial obligation and responsibilities for the delivery of Care Services to the Service User.

#### 4. Payment Details:

|  |   |
|--|---|
| <b>Service User Details</b>                | Name: _____<br>DOB: _____ LAS ID: _____         |
| <b>Provider Details</b>                    | Care Home: _____<br>_____<br>Cost Centre: _____ |
| <b>Full Care Home Fee:</b> £_____ per week |   |
| <b>Council Fee:</b> £_____ per week        |   |

|  |                                |
|--|--------------------------------|
| <b>Third Party Contribution<br/>(Top-Up)</b> | <b>£</b> _____ <b>per week</b> |
|--|--------------------------------|

4.1 The Council will pay their contribution 4 weekly in arrears through Controcc,

4.2 The Third Party Payee will pay their contribution every 4 weeks direct to the Council

## **5. Review or Variation:**

5.1 The Third Party Contribution (Top Up) will be reviewed;

- 1) At the time of a financial assessment review and/or deferred payment review,
- 2) At the time of a social work care management review,
- 3) If the third party payee's circumstances change.

5.2 As the Service Users needs change the service will be reviewed and the cost of care may increase. This additional cost will not automatically be split equally with the parties.

5.3 In the event that changing needs of the Service Users leads to a new financial assessment this may not reduce the need for a Third Party Contribution (Top Up).

5.3 Any review or variation needs to be agreed by all parties.

## **6. Consequences of ceasing to make payments:**

6.1 In the event that the Third Party Payee does not make their agreed payment the Council may do the following;

6.1.1 On the assessment of the Service User, move them to another room that is less expensive,

6.1.2 On the assessment of the Service User, move them to alternative accommodation that meets their needs and is affordable,

6.1.3 Seek to recover any outstanding debts from the Third Party Payee.

## **7. Consequences of change in circumstances of the Third Party Payee:**

- 7.1 The Third Party Payee must notify the Council immediately if their circumstances change and they are unable to pay the Third Party Contribution.
- 7.2 The Council will immediately contact the Service Provider to negotiate further arrangements such as;
  - 7.2.1 Temporary break in charge
  - 7.2.2 Move to a less expensive room
  - 7.2.3 Provider reduces its fees to Council rate
- 7.3 If a negotiated agreement cannot be reached the Council, on assessment of the Service User, will seek alternative accommodation to move the Service User to.
- 7.4 If an alternative provision cannot be sought the Council will cover the cost of the Third Party Contribution (Top Up).

## **8. Termination:**

- 8.1 Any party may terminate this Agreement on 14 days' notice in writing to all parties.

**ATTESTATION:**

**For the Third Party Payee:**

Signature: ..... Date: .....

Name (Printed): .....

Relationship to Service User: .....

**For the Service Provider:**

Signature: ..... Date: .....

Name (Printed): .....

Designation: .....

**For the Service Provider:**

Signature: ..... Date: .....

Name (Printed): .....

Designation: .....