**PART 4**

**Third Party Top –Up - Standard agreement**

This agreement is made the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between the London Borough of Harrow, Civic Centre, Harrow, London HA1 2XF (herein after called “**the Council**”) – acting by its Director of Adult Social Services of the first part, AND

A third party making a financial contribution to the cost of the placement

(Herein after called “**the Contributor**”) of the second part AND

The person living within the placement

(Herein after called “**the Resident**”) of the third part.

Where the term ‘the Home’ is used in this agreement it includes placements made on both a long-term, respite and temporary care basis to both Residential and Nursing Care Homes.

**The Contributor and the Resident are strongly advised to seek independent financial and/or legal advice to ensure that they are fully aware of the obligations and commitment that has been agreed to be undertaken by way of this agreement before signing and entering into it.**

**The Background:**

1. **The Council** has assessed **the Resident** as needing residential based care which if not provided by **the Council** would not otherwise be available to **the Resident**.
2. **The Resident** has exercised their choice to live and receive their care at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter called “**the Home**”)
3. The cost of the placement at **the Home** is exceeds the agreed amount that **the Council** would usually expect to pay for someone with **the Residents** assessed needs (hereinafter called the “**usual cost**”). The amount over and above the **usual cost** is **£\_\_\_\_\_\_\_\_\_\_ per week.**
4. **The Council** can show that a suitable alternative placement is available within the Council’s **usual cost.** This determines that the Council has provided suitable funds to meet all assessed need and **the Contributor and Resident** are exercising choice for a more expensive service.
5. **The Resident** has a **Contributor** who states that they are willing and able to meet the amount over and above the **usual cost** from funds other than those belonging to **the Resident** and is prepared and willing to enter into a legal agreement to make those payments.

**The Agreement:**

**It is agreed as follows:**

1. To meet **the Resident’**s expressed choice of Care Home **the Council** will enter into a contract with the chosen Care Home whereby **the Council** shall pay the **usual cost** of the placement less any other deductions which include but not exclusive to Client Contribution, Funded Nursing Care, Agreed Top-Up though subject to any charges assessed under the National Assistance (Assessment of Resources) regulations 1992 which **the Resident** is liable to pay themselves.
2. From the date of first admission to **the Home** and for so long as a placement is held for **the Resident** at **the Home, the Contributor** shall pay the cost over and above the **Council usual cost** of **£\_\_\_\_\_\_\_\_\_ per week** and as per section 3 above, also inline with Clause 3 on price changes below. The **Contributor** will pay the amount directly to the care home on demand as billed by **the Home**.
3. In the event that there are increases in the charges paid to **the Home** for the accommodation of **the Resident**, **the Home** shall notify **the Contributor** of this fact and **the Contributor** shall pay to **the Home** the amount as stated in the notification to be the new excess.
4. As a preference **the Home** and **the Contributor** will enter into a standing order or Direct Debit agreement to provide regular payments of the excess amount. **The Contributor** will co-operate with **the Home** in amending payment instructions in the event of a change to the excess amount as per section 4.
5. At the start of the **Resident**’s placement at **the home**, **the Contributor** shall pay to **the Home** a deposit equal to 4 weeks at the excess sum identified. Such deposit to be held by **the Home** against any default of payment due under this agreement. The deposit shall be returned to **the Contributor** at the end of this agreement, subject to any deduction in respect of unpaid charges due under this agreement.
6. In the event of any reduction in charges that **the Home** is entitled to make under our contract, **the Home** shall credit to **the Contributor** an appropriate proportion of the deduction. The credit due shall be offset against future payments due from **the Contributor**, or if no such payments are due, shall be refunded to **the Contributor**.
7. In the event that the **Contributor** is more than Two weeks late in making full payment of the agreed excess amount **the Council** shall be entitled to terminate the placement of **the Resident** at **the Home** and shall arrange for an alternative placement at a home whose charge does not exceed **the Council’s usual cost.**
8. **The Council** may terminate this agreement in the event that **the Home** fails to comply with the conditions of any separate agreement or contract between the **Home** and t**he Council. The Council** also reserves the right to move a **resident** in consultation with the **Resident** and **Contributor** when there is evidence that the home becomes unsuitable to meet the **Residents** needs. In these circumstances **the Council** will give 8 weeks notice of its intention to withdraw from the agreement and will work with the **resident** to identify an alternative suitable placement.
9. **The Contributor** may withdraw from this agreement by providing written notification to **the Home and the Council**. Such notification is to be sent by recorded delivery to the Director of Adult Social Services or other nominated person. It must include the name of **the Resident** and of **the Home** and must give at least 8 weeks notice of **the Contributors** intention to withdraw from this agreement.
10. In the event that **the Council** is properly notified of **the Contributors** intention to withdraw from this agreement, **the Council** shall be entitled to terminate the placement of **the Resident** at the chosen home and shall arrange for an alternative placement at a home appropriate to the residents assessed needs whose charge does not exceed **the Council’s usual cost.**
11. In the event of **the Resident** being moved to alternative accommodation as a consequence of an action under clause 8 or clause 10 above, **the Resident** agrees to co-operate with **the Council** in moving to a new home and will not seek to assert any right to remain in **the Home.**

*Signed and Agreed by the Parties to this Agreement:*

*Signed on behalf of* ***the Council*** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Head of Service/Service Manager

*Signed by* ***the Contributor*** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*(Print Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Signed by* ***the Resident*** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*(Print Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*