



City of
Stoke-on-Trent

Stoke-on-Trent City Council

**Stoke-on-Trent Residential and Nursing Care Homes Third Party
Top Up Agreement**

THIS AGREEMENT is made on the

Date

Between

(1) Stoke-On-Trent City Council of Civic Centre Stoke-on-Trent ST4 1HH ("the Council"); and

(2) [insert the name of the person/s making the top up contribution] of [insert address] ("the Third Party")

Each a "Party" together the "Parties"

WHEREAS

1. [Name of Resident] ("the Resident") of [address] wishes to reside at [insert the name of the Provider] of [insert address] ("the Provider") (hereinafter called "The Home") which is a Home operated by the Provider.

The Provider has entered into an Individual Placement Agreement with the Council to provide the Resident with care.

2. The Third Party has agreed to pay the Top Up Contribution to:

- **The Provider**

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- **Stoke on Trent City Council**

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3. In the light of the agreement of the Third Party/Parties herein contained the Council is willing to nominate the Resident for occupation of the Home and provision by the Provider of Residential and / or Nursing Care under and in accordance with the terms of the Council's Individual Placement Agreement.

IT IS AGREED BY AND BETWEEN THE PARTIES as follows:

4. Definitions

In this Agreement unless the context otherwise requires the following words and expressions shall have the meaning given to them below:

“Agreement” means this agreement between the Council and the Third Party

“Due Date” means within 28 days of the date of an invoice

“Individual Placement Agreement” The Council’s Individual Placement Agreement with the Provider, the Resident and any applicable third party in respect of each individual Resident that is placed in the Home

“Provider Rate” [insert £ figure] being the total amount the Provider charges per week

“Resident” The person living in the Home

“Third-Party” A persons or persons who have entered into this Agreement to pay the top up contribution

“Top Up Contribution” [insert £ figure] being the difference between the Provider’s Rate and the Council’s Usual Cost for Care

“Usual Cost for Care” means the standard cost for care for a Resident’s placement based on the individual’s needs and calculated in accordance with the Council’s agreement with the Provider for the provision of care in care homes for adults (over 18)

Terms otherwise used in this Agreement shall have the same meaning as in the Individual Placement Agreement.

5. Agreement

The Third Party agrees to pay to the Provider/City Council (as per point 2 above) the Top Up Contribution. This should be paid on a monthly basis unless alternative arrangements are agreed in writing.

5.1 Arrangements will be reviewed in line with arrangements for reviewing the Resident's financial assessment and care fees as set out in the Individual Placement Agreement. These are reviewed following a change in circumstances or on an annual basis.

5.2 The Third Party/Parties shall notify the Council immediately of any changes in their circumstances which could affect their ability to make Top Up Contributions.

This may trigger a review of arrangements.

5.3A Third-Party Top Up may be adjusted on an annual basis. The revised top up payment shall be requested by the Provider between 1 January – 31 March each year together with supporting information as to why the uplift is requested. If there is an increase in the Provider's Rate a review will take place to discuss the reason for the proposed uplift. Agreement must be reached between the parties in advance prior to additional payments being requested from the Third Party/Parties., A review and risk assessment may be carried out to determine if the Home is suitable and if so, how the increase will be shared, for example, it may be agreed that the contributions made by the Council and the Third Party will be increased by the same percentage.

5.4 Any changes to the Third Party Top Up will require a variation to the IPA which must be agreed and signed by all parties.

5.5 The Council is responsible for notifying the Third Party of any changes to the charges outlined in this Agreement.

6 In the event of any persistent failure or delay in payment of the Third -Party contribution's then the Provider will seek to remedy this in the first instance with the payee/s. Where payment arrangements are not reinstated within a period of two

months from the date of the unpaid invoice then the Provider will contact the Council to request a review of the placement and aligned risk assessment which may result in the person using the services having to move to new accommodation.

- 7 Subject to the provisions in 6 above the Council will have the right on giving four weeks written notice to withdraw the Resident from occupation of the Home and place them in alternative accommodation that is affordable within the amount identified in the Resident's Personal Budget in respect of the care home placement.
- 8 This Agreement shall not be varied except by instrument in writing signed by the authorised representatives of the Parties.

Signed on behalf of the Council:

Authorised Signatory:

Print name:

Signed by Third Party:

Signature:

Print Name:

Signed by Third Party:

Signature:

Print Name:

Please note that this document is part of a legal contract and will have legal consequences for all parties to it. Any party that does not understand these consequences should take independent legal advice before signing it.

Third Party Representatives should carefully consider the financial implications of entering into this Agreement together with the potential outcomes of non-payment as outlined in clauses 5.2, 6 and 7 above.