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**City of Bradford Metropolitan District Council**

**Bradford and District Residential and Nursing Care Homes Provider  
List**

**Reference: BMDC/DN420609/47189**

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**3.1a NON HEALTH AND SOCIAL CARE  
CONTRIBUTIONS AGREEMENT**

**3.1a**  
**Agreement for**  
**Additional Non Health and Social Care - related Contributions**  
**(including Personal Choice Contributions under the Care Act)**  
**for**  
**Social Care or Health Funded Placements**

Additional contributions that are not related to assessed health and social care needs can only be made:

- 1) Where the individual decides that they wish to live in a home that charges more than the Council has agreed to pay to meet their assessed care needs and/ or
- 2) For additional non health and care services within the home.

This Agreement must be reissued each time any of the information below changes.

**FIRST PARTY PAYMENTS ARE THOSE MADE BY THE PERSON USING THE SERVICES**

The Care Act 2014 states:

The person whose needs are to be met by the accommodation may themselves choose to make the additional payment only in the following circumstances:

- where they are subject to a 12-week property disregard
- where they have a deferred payment agreement in place with the local authority.  
Where this is the case, the terms of the agreement should reflect this arrangement.
- where they are receiving accommodation provided under S117 for mental health aftercare

For individuals who are funded by Health, additional non assessed health and social care contributions can be made by the individual if they have capacity to do this in all circumstances only if they do not relate to their assessed needs and standard accommodation.

**THIRD PARTY PAYMENTS ARE THOSE MADE BY  
SOMEONE OTHER THAN THE PERSON USING THE SERVICES**

The person qualifying for Local Authority funding cannot pay an additional non health and social care related payment themselves. However, a third party payment can be made by someone else on behalf of the individual i.e. a relative, friend or charitable organisation.

There may be occasions where this payment is shared by more than one person. In this event, all parties are required to sign the agreement and can be considered jointly and severally liable.

The Care Act 2014 states:

The third party must ensure that they are able to pay the additional non health and social care payment for the likely duration of the stay, recognising that this may be for some time into the future and that should the additional costs not be met the person in care may have to be moved to an alternative setting.

Where an individual is in receipt of joint funding then the Care Act limitations apply.

For individuals who are funded by Health, additional non-assessed health and social care contributions can be made by the individual if they have capacity to do this in all circumstances and only if they do not relate to their identified assessed needs or standard accommodation or a third party with the above stipulations.

Additional non health and social care contributions are separate arrangements to Client Contributions

This document sets out the terms agreed by the Provider, the First Party where included in the criteria above and/ or Third Party if applicable and the Council for the placement provided to the person who uses the services, and should be read in conjunction with the information provided in the Additional Payments Guidance Leaflet

#### **Parties to the Agreement**

<b>Party Name</b>	<b>Address</b>	<b>Capacity</b>
City of Bradford MDC	City Hall, Bradford BD1 1HY	Council
		First Party (see page 1)

		Third Party / ies (see page 1)
		Provider

**Date of Agreement:** .....

**Is this a reissue of the original agreement?** Yes ☐ No ☐

### Terms and Conditions

1. The Council will only consider any individual or third party additional non health and social care contribution / personal choice contribution (PCC) if an Additional non-Health and Social Care Agreement has been completed and once it is in receipt of all information required.
2. The Agreement is supplemental to the Individual Service Agreement between the Council, the Provider and the person who uses the services for the provision of care services.  
The provision of services detailed in this agreement includes a provision of more expensive accommodation and services to that allowed for under the Council's standard rate and is therefore reliant on a further payment from the First or Third Party which forms the basis of this Agreement but must not be to top up assessed health and social care needs.
3. The Provider should clearly state the rationale for charging more expensive accommodation and services than the base fees. This should be upon entry and at any subsequent reissues.
4. Regular and sustained payments from the First or Third Party are crucial to ensure the person who uses the services can remain in a more expensive placement that is not related to assessed health and social care needs. In an attempt to avoid the distress that might be caused to the person who uses the services should the First or Third Party not make the agreed payments, they must be willing and able to pay the contribution for the likely duration of the Resident's stay at the accommodation.
5. In the event payment of the additional payment ceases or varies, the Council reserves the right to terminate the Individual Service Agreement. Health Commissioners will consider each case on an individual basis.
6. Persistent failure or delay in making these payments may result in the person who uses the services having to move to new accommodation.
7. An increase in the income of the person who uses the services will not necessarily impact the amount of the client contribution.
8. A rise in the cost of the accommodation or additional services will not automatically be shared equally between the Council and the Third party.

9. The Provider reserves the right to review and change the additional payment payable by the Party from time to time. Any review and change in the contribution payable by the First or Third Party will be in writing through completing a new version of 3.1a produced by the Provider, and will include the reason for the change and what the change is for, the new amount of contribution and the date from which the new amount of contribution is payable. One month's notice will be given to the First or Third Party of any such change.
10. The new completed 3.1a Agreement must be sent to the person responsible for paying the additional payment directly by the Provider, and a copy sent to the Council via The Contracts Team, Community Care Administration, 5th Floor, Britannia House, Hall Ings, Bradford, BD1 1HX
11. The payment is made directly to the Home and they will advise you of their specific arrangements. The Parties should notify the Provider of any financial change in circumstances which might jeopardise the making of the agreed payments. This must be undertaken at the first opportunity to enable renegotiation of the payment wherever possible. The Council should also be informed to ensure actions may be taken as necessary to minimise any negative impact on the person who uses the services arising from the failure to make the agreed payments.
12. The Third Party must give at least one month's notice to the Council and the Service Provider to cancel this Agreement. If such notice is given the First or Third Party must ensure payment of all outstanding contribution payments. If such notice is given the Council reserves the right to terminate the Individual Service Agreement in accordance with the termination provisions therein.
13. This Agreement will automatically terminate on the termination of the Individual Service Agreement or the death of the individual.

#### Payments Details

This section is for the Provider is to specify

- each item the additional payment relates to, the rationale and the individual weekly amount payable per item.

Item	Amount

<b>Total</b>	

## Declaration

When signing this agreement, the First or Third Party is confirming that they have read and understood these Terms and Conditions and the information in the Council's additional payments leaflet.

Signed by the parties	
<b>On behalf of the Council:</b>  Sign name:  <div>             Print Name:             <div>Date:</div> </div> Position	
<b>On behalf of the Provider:</b>  Sign name:  <div>             Print Name:             <div>Date:</div> </div> Position	
<b>The person who uses the services where a First Party contribution is to be paid</b>  <div>             Signed             <div>Resident</div> </div>	

Print Name:

Date:

**Third Party (or Third Parties as applicable)**

Signed

Third Party

Print Name:

Date:

Signed

Third Party

Print Name:

Date:

Signed

Third Party

Print Name:

Date:

Signed

Third Party

Print Name:

Date: